

## Article 1: Application, Enforceability of the General Terms and Conditions of Use and Rental

These general rental terms and conditions apply to all rentals concluded by the company NJP PARISOT with consumers and non-professional buyers ("The Clients or the Client") wishing to rent a camping pitch or a mobile home offered for rent by placing an order on paper or via the website <https://www.hermitagedesdunes.com>.

In accordance with the applicable provisions, these general terms and conditions and the information on the website comply with the legal requirements for pre-contractual information provided to the Client.

They specify, in particular, the booking and payment conditions to be followed by Clients.

Bookings can only be made by adult clients who have full legal capacity to contract.

The campsite is located in an area subject to natural risks (risk of flooding). The client is informed, via signage, about the alert and evacuation systems provided within the campsite.

## Article 2: Reservation

### 2.1 Reservation Procedure

The Client reserves their rental according to the process in place on the Site and confirms the summary of their reservation. To make a reservation on the Site, the Client must complete a form with all mandatory fields.

They must select the desired accommodation(s) and/or camping pitch, and, where applicable, the selected options visible in the "Summary/Reservation" section.

Furthermore, the Client must inform the number of people attending and provide their names, dates of birth, to determine the applicable tourist tax for adults.

The reservation will be confirmed with a summary called "Summary/Reservation," detailing all reservation elements, including the accommodation(s) or pitch alone, description, equipment, rental start and end dates, quantities, chosen options, payment method, total price including taxes, deposit amount, and remaining balance. The price is determined based on the information provided by the Client. Upon arrival, NJP PARISOT reserves the right to charge any additional fees not specified by the Client during booking, such as the number of people on the pitch, the presence of a dog, etc.

The Client may amend, complete, or cancel their reservation as long as it has not been confirmed. The Client will confirm the reservation by clicking "Confirm" after reading and accepting these general terms and conditions. Without acceptance, the Client cannot finalize their reservation.

Any reservation confirmed by clicking "Confirm" constitutes a firm and irrevocable commitment by the Client.

A validated reservation on the Site implies an obligation to pay the deposit by the Client.

### 2.2 Reservation Confirmation

The Client will receive an email confirmation of their reservation from NJP PARISOT after payment, summarizing the reservation and corresponding invoice (Client's address, reserved product(s), price, payment method, start and end date of the rental, and all rental-related

information). This reservation confirmation will serve as proof and must be presented upon arrival for check-in. The price is based on the elements provided by the Client.

The data recorded by NJP PARISOT constitutes proof of all bookings and financial transactions between NJP PARISOT and its clients. The amount owed by the Client is the amount indicated in the reservation confirmation sent by email by NJP PARISOT to the Client. In any case, NJP PARISOT reserves the right to refuse any reservation in the event of non-payment, partial payment of a previous reservation by the Client, refusal of payment authorization by credit card or cheque from financial institutions, non-payment, partial payment, or a Client who has been excluded from the campsite for non-compliance with the campsite's internal regulations.

### Article 3: Accommodation Capacity and Availability

3.1 NJP PARISOT reserves the right to refuse any reservation that does not align with the available capacity and accommodation offerings. For accommodations (mobile homes), the maximum number of people is specified in the accommodation description. For pitches, the maximum number of people allowed is eight per pitch.

3.2 Accommodation offers and prices are valid as long as they are visible on the Site and subject to availability. If a booked and paid accommodation becomes unavailable, the Client will be informed. If no alternative solution is found and accepted by the parties, a refund will be issued. For safety and insurance reasons, exceeding the number of occupants permitted for a pitch or accommodation type (babies and children are considered occupants) is prohibited. NJP PARISOT will refuse entry to anyone exceeding the capacity of the rented accommodation.

### Article 4: Rental Duration/ Check-in and Check-out Times\*\*

4.1 Check-in for accommodations and camping pitches occurs on the day the rental begins, from 3:00 PM to 7:00 PM, except during July and August when check-in is from 4:00 PM to 7:00 PM. In case of a late arrival, the Client must notify NJP PARISOT no later than the day before arrival. For check-out, the Client must vacate the camping pitch between 9:00 AM and 12:00 PM and the accommodation between 8:00 AM and 11:00 AM on the departure day. The Client must bring the reservation confirmation upon arrival.

4.2 An inventory will be made in the presence of the Client when the keys are returned to check if the equipment is in working order and that the accommodation is not damaged.

### Article 5: Campsite Rules

5.1 The Client must familiarize themselves with the campsite's internal regulations and comply with its terms. The Client agrees to ensure that their companions also respect the campsite's rules. Any breach of these rules and these terms may result in eviction. No violent behavior, insulting, racist, or threatening remarks directed at other clients or staff will be tolerated and will lead to immediate eviction without any reimbursement.

5.2 The Client is considered the sole guardian of their personal belongings. NJP PARISOT cannot be held responsible for the loss or theft of the Client's personal belongings during the stay.

5.3 Dogs and cats are allowed, except for first and second-category dogs under current legislation within the campsite. One pet is allowed per rental. Dogs incur an additional charge.

5.4 Unaccompanied minors must have written consent from their legal guardian to be accepted at the campsite. In any case, minors remain under the sole authority of their legal guardian or the accompanying adult within the campsite.

5.5 It is the Client's responsibility to ensure they have insurance covering damage caused by fire or explosion outside of their residence, and that such insurance does not exclude camping activities.

5.6 Some home multi-risk insurance policies cover damage to campsite equipment and personal belongings up to a certain amount. It is the Client's responsibility to check whether the "outdoor furniture" guarantee applies to camping. If the Client is not covered or insufficiently covered, they may request an extension of coverage from their insurer.

5.7 The Client acknowledges they are solely responsible for their personal belongings and must take all necessary precautions to avoid theft. NJP PARISOT encourages the Client to lock their accommodation securely.

#### Article 6: Rates

6.1 Products are provided at the prevailing rates listed on the Website. Prices are expressed in euros, including all taxes. The booking reflects the price of the reserved product(s) as per the prices listed on the Website.

6.2 Rates do not include tourist tax, garbage collection tax, extra options such as an additional car (or trailer), parking, pets (accepted according to the campsite), sheets, baby kit, additional tent, paid activities offered by the campsite, bike rentals, cleaning fees, transport or consumption fees, etc.

6.3 These additional fees will be paid directly upon arrival at the campsite.

6.4 Additional services resulting from a voluntary extension of the stay (early arrival, weather conditions, etc.) are charged to the Client based on the current rates.

6.5 Tourist taxes are collected on behalf of municipalities and are not included in the price of the stay. They must be paid on-site upon arrival, depending on the number of people staying in the accommodation.

#### Article 7: Payment

7.1 Any reservation made with NJP PARISOT requires a deposit payment corresponding to 50% of the total price, including all taxes, of the rental.

Payments made via the Site are only accepted by credit card.

The deposit is paid upon confirming the reservation.

7.2 The Client must pay the remaining balance one month before their arrival. Payments can be made via bank transfer, cheque, credit card, ANCV holiday vouchers, or cash for amounts under 1000 euros.

7.3 For the security of credit card payments, the banking data is encrypted and transmitted in a fully secure environment to NJP PARISOT's financial partner, PAYLINE.

7.4 For the rental of accommodations, the client agrees to provide a deposit of €300 upon arrival by credit card imprint or cash to cover potential damages. Deposit checks will not be accepted. The client agrees to return the mobile home in the same condition as upon arrival. If, upon departure, the cleaning is not done or is poorly done, a fixed amount of €120 will be charged by credit card or cash. Checks will not be accepted.

#### Article 8: Cancellation – Interruption of Stay – Modification of the Rental

8.1 Any request to modify the criteria of your reservation must be submitted at least 30 days before the original start date of the stay, in writing, to the following address: HERMITAGE DES DUNES, rue du Bois Millet, 44760 Les Moutiers en Retz, or by email: hermitagedesdunes@gmail.com.

Date modifications apply only to the current season. No postponement to the next season will be accepted.

Date modifications can only be considered subject to accommodation availability. Modifications may lead to a change in the initial price.

Any modification request made less than 30 days before the start of the stay will be automatically rejected.

In the event of a rejected date modification, the Client must either proceed with the rental under the initial conditions or cancel it.

8.2 Any stay that has started is due in full. No compensation will be provided in case of late arrival or early departure.

8.3 If the stay is modified before its start due to the fault of NJP PARISOT, the Client may:

Accept to participate in the modified stay (dates, place of stay, and/or type of accommodation). In the case of an additional cost for accommodation, NJP PARISOT will cover the price difference. If the cost is reduced, NJP PARISOT will refund the Client the price difference.

Cancel the stay, and NJP PARISOT will refund all amounts paid (including booking fees and cancellation insurance).

8.4 In the event of cancellation by the Client, NJP PARISOT will not issue any refund. In other words, NJP PARISOT will retain the full deposit paid during the booking.

8.5 The balance payment is due 30 days before your arrival, in full, for both rentals and pitches. If booking less than 30 days before arrival, the full amount must be paid at the time of booking.

8.6 In the case of a cancellation of the stay by NJP PARISOT, the Client will be refunded the deposit paid, excluding any other indemnity.

## Article 9: Liability

9.1 NJP PARISOT will not be held liable in the event of modification, cancellation, or other events resulting from cases of force majeure as defined in Article 1218 of the Civil Code, due to the Client or a third party unrelated to the provision of services.

9.2 NJP PARISOT will not accept any claim or refund requests related to any non-execution or improper execution of the service provided, attributable either to the Client, a third party unrelated to the service, or a case of force majeure.

In the event of force majeure or unforeseeable circumstances, NJP PARISOT cannot be held responsible for disruptions, interruptions, or prevention of the stay (e.g., drought, flood, fire, oil spill, power or gas outages, strikes, construction work, etc.) that may occur near your accommodation.

The Client will be informed of these potential disruptions only if NJP PARISOT has been notified.

9.3 NJP PARISOT will not be liable for any indirect damages caused by these terms, including loss of business, profit, opportunities, damages, or costs.

## Article 10: Disclaimer

NJP PARISOT undertakes to ensure the proper functioning of the website to allow optimal use under the conditions defined in these general terms and conditions.

The Client acknowledges being aware of the unreliability of the internet network, particularly regarding:

- The security of data transmission,
- The obligation to protect their hardware or network with regularly updated antivirus software,
- Uncertainties regarding the volume and speed of data transmission,
- The fact that service continuity is not guaranteed.

The service may occasionally be suspended for necessary maintenance interventions to ensure the proper functioning of the website.

NJP PARISOT will not be held responsible for any malfunction of the website due to maintenance, technical issues, inability to access the site, or hosting server outages.

## Article 11: Privacy Policy

The Client is invited to review the Privacy Policy available at the following link: [click here](#).

## Article 12: Applicable Law - Jurisdiction

These general terms and conditions of use and rental are governed by French law.

In case of a dispute, the Client should first contact NJP PARISOT's customer service by mail at HERMITAGE DES DUNES, rue du Bois Millet, 44760 Les Moutiers en Retz, or by email: [hermitagedesdunes@gmail.com](mailto:hermitagedesdunes@gmail.com).

If no amicable agreement is reached, any disputes arising from the operations conducted under these general rental conditions, including their validity, interpretation, execution, termination, consequences, and outcomes, that could not be resolved between NJP PARISOT and the Client, will be submitted to the competent courts according to general legal provisions.

The Client is informed that they may, in any case, resort to conventional mediation, particularly with the MEDYCIS association (Mediation and Amicable Resolution Center of Bailiffs). Any mediation request should be made electronically via [www.medicys.fr](http://www.medicys.fr) or by post to MEDICYS, 73 Boulevard de Clichy - 75009 Paris, or through any other alternative dispute resolution method.

#### Article 13: Right of Withdrawal

In accordance with Article L221-28 of the Consumer Code, the right of withdrawal does not apply to purchases of accommodation services (hotels, campsites...), transportation (people, goods, moving), car rentals, catering, or leisure activities provided on a specific date or according to a predetermined schedule (e.g., event tickets...).