## **TERMS OF SALES**

**RATES**: The published rental rates, taxes and services, are applicable from 01/02/2022. The rates for stays published have no contractual value and may be modified without notice. The contractual price is that fixed at the time of the final reservation. The fixed price includes the consumption of water, electricity, current VAT, access to swimming pools. For accommodation, it also includes the complete inventory and gas. The campsite reserves the right to modify the prices at any time. The stays will be invoiced on the basis of the rates in force on the day of the reservation, and this, subject to availability. It is advisable to check the applicable rate by contacting the campsite directly.

**BOOKING CONDITIONS**: Reservations only bind the campsite if the campsite has accepted them, which the campsite is free to do or refuse, depending on availability, and in general, on all circumstances likely to interfere with the execution of the reservation made. The campsite offers family-oriented stays, in the traditional sense, the accommodations are specially designed for this purpose. The campsite reserves the right to refuse any reservation which would be contrary to this principle, or which would seek to divert it.

PITCH BOOKING CONDITIONS: From July 2nd to August 27th: minimum 7 nights. The pitches have an area of 80 m2 minimum according to the new standards of 2011. The reservation becomes effective after acceptance by the management of your contract accompanied by a payment of 30% deposit of the total stay + 15 € reservation fee which will be cashed upon receipt. You will then be sent a booking confirmation. The pitch is available on the day of arrival provided for in the reservation contract from 2:00 p.m. to 7:00 p.m., until the day of departure provided for in the same contract at 12:00 p.m. Maximum 6 people including babies on a pitch, any additional person will be refused, as well as any person whose identity was not reported when booking. Minors unaccompanied by a parent or legal guardian will be refused. Payment of the balance: The payment of the balance on your arrival. No reservation can be transferred to a third party.

BOOKING CONDITIONS FOR RENTALS: From July 2nd to August 27th: minimum 7 nights, arrival on Saturday, Sunday or Wednesday, depending on the rental. Outside this period: minimum 2 nights. The reservation becomes effective after acceptance by the management of your contract accompanied by a payment of 30% deposit of the total stay + 15€ of reservation fees which will be cashed upon receipt. You will then be sent a booking confirmation. Additional management fees may be charged if you modify a stay already booked. The rental is available on the day of arrival provided for in the rental contract from 4:00 p.m. to 7:00 p.m. until the day of departure provided for in the same contract before 10:00 a.m. (keys handed over at reception). A penalty of 10€/h. delay will be applied if the tenant stays in the premises beyond the scheduled time. Minors unaccompanied by a parent or legal guardian will be refused. Any additional person including babies according to the reserved rental will be refused, as well as any person whose identity was not indicated during the reservation. Payment of the balance: The payment of the balance must be made no later than 30 days before your arrival. No reservation can be transferred to a third party. Payments can be made by holiday vouchers, bank checks, bank card (visa, MasterCard, Eurocard).

**CHOICE OF PITCH OR PREFERENTIAL RENTAL**: it is possible to choose a pitch number, when booking only, subject to our availability with a supplement of €15. No specific requests or modifications will be possible upon arrival.

**OPTIONS**: The options have no contractual value and can be canceled without penalty on either side, after a period of eight days without confirmation.

**WITHDRAWAL**: In accordance with Article L.221-28 of the Consumer Code (provision of accommodation services), no right of withdrawal applies to the customer once the reservation has been validated by internet or telephone.

**Special case COVID**: In the event of total or partial closure of the establishment (to which is assimilated a measure of total or partial prohibition of reception of the public, insofar as the Customer falls within this category of public) decided by the public authorities, and which is not attributable to the Service Provider, the sums paid in advance by the Customer will be reimbursed or given a voucher. If you have COVID 19, or one of the participants in the stay on the dates of your vacation then we will reimburse you the sums incurred on presentation of (real) medical proof.

**CONDITIONS FOR CANCELLATION OF A RESERVATION**: In the event of cancellation, you will be retained, or you will still owe: The reservation costs.

As compensation for breach of contract:

- ✓ An amount equal to 30% of the total amount of the stay if you cancel more than 30 days before the scheduled date of arrival,
- ✓ An amount equal to 50%, if you cancel between the 29th and 15th day before the scheduled date of arrival
- ✓ An amount equal to the total of the stay, if you cancel less than 14 days before the scheduled date of arrival, or if you do not show up on this date.

In the absence of a written message from the client specifying that he had to postpone the date of his arrival, the pitch becomes available 24 hours after the date of arrival provided for in the reservation contract and full payment for the services remains required. Telephone messages are not taken into consideration.

Any cancellation MUST be notified in writing to the manager of your place of stay.

**ANCV PAYMENT**: In the event of cancellation of the stay, the amount paid in holiday vouchers cannot be reimbursed in accordance with article L.112-14 I. of the Monetary and Financial Code. In this case, a non-refundable voucher with a validity period of 2 years, usable in the campsite where the stay has been canceled will be established for the amount of the sums paid in Holiday vouchers, possibly deducting the deposit, according to the conditions indicated above.

**CANCELLATION BY THE CAMPSITE**: In the event of cancellation by the campsite, except in cases of force majeure, the sums paid for the reservation will be fully refunded. However, this cancellation cannot give rise to the payment of damages.

**CANCELLATION BY THE CAMPER**: Any cancellation request must be sent by post to the postal address of the campsite or by e-mail. Cancellations sent by telephone cannot be taken into account.

Any cancellation leads to the termination of the reservation and the campsite reserves the right to offer the accommodation for rent again.

**DELAYED OR SHORTTENED STAY**: No reduction or refund will be granted in the case of late arrival or early departure.

**SECURITY - INSURANCE**: Cancellation insurance can be taken out for pitches and for rentals (4% of the base rate). The specific conditions for this insurance can be viewed on the campez-couvert.fr website. It is up to caravan campers to take out insurance for their caravan, tent, equipment and their civil liability. The management declines all responsibility in the event of theft, loss and degradation due to bad weather or an accident occurring inside the campsite.

**DEPOSITS**: A deposit of €150 for Rentals and €100 for "Comfort Plus & Confort Premium" Pitches, will be requested from the day of your arrival, in order to cover the establishment in the event of damage to the campsite. Method of payment of the deposit: Credit card (amount not debited from your account) or by check. This deposit will be returned or canceled after your departure. A partial or full deduction may be made in the event of damage or soiling of the accommodation.

**Vaccination PASS**: You will be asked for a vaccination health pass to access the campsite, in accordance with the government directives in force at the time of your stay. The absence of a vaccination (17 years and more) or health pass (12-16 years) does not constitute a reason for reimbursement.

**PICTURE**: By accepting these General Terms and Conditions of Sale, the customer expressly authorizes the campsite, free of charge, to photograph or film them during their stay and to use photos, videos or sounds on all media, for a period of 5 years. This authorization also applies to all persons staying with the client. Its purpose is to ensure the national and international promotion of the campsite on its websites, brochures, Facebook, Instagram, commercial presentations or in tourist guides.

**PARTNERS**: The customer expressly acknowledges that the campsite cannot be held liable for the communication by its partners or by any third party of false information which may be mentioned in the brochure or the campsite's website concerning the reception sites, and in particular the presentation photos, the qualifiers, the activities, the leisures, the services and the dates of operation. All photos and texts used on the campsite's website are non-contractual. They are indicative only. The layout and features of parts may vary from model to model.

**COMPLAINTS**: All complaints rerelating to the conditions of the stay must be made on site to the Campsite management to enable them to find an immediate solution. Otherwise, the stay will be, by express agreement, considered to have taken place under satisfactory conditions.

In the event of a dispute and after having contacted the professional's customer service, any customer has the possibility of seizing a consumer mediator, within a maximum period of one year from the date of the written complaint, by registered letter, to this professional.

The contact details of the mediator likely to be contacted by the client are as follows:

**BAYONNE MEDIATION** 

32 rue du Hameau 64200 BIARRITZ www.bayonne-mediation.com 06 79 59 83 38

## **INTERNAL RULES**

**ACCESS TO THE CAMPING**: you will need to register the license plate number of your vehicle on arrival.

**RENTALS**: Each rental and what it contains has been checked before arrival. Any dissatisfaction concerning the state of cleanliness, or the general state of the rental must be notified no later than 24 hours after arrival, in order to allow it to be remedied. No complaint will be admissible more than 24 hours after the day of arrival. No installation (tent), vehicle or additional person is accepted on the rental site. For security and insurance reasons, the number of occupants cannot exceed the capacity provided for each type of accommodation (including newborns). Otherwise, on arrival, the campsite reserves the right to refuse access to accommodation.

**HYGIENE** – **DAMAGE**: Containers are available at the entrance to the campsite. We ask you to respect the environment, trees, plantations etc. by not throwing any polluted water at their feet, not to create a clothes line from tree to tree. Restore the rental or the pitch entrusted to you during your stay to its original state, by removing papers and cigarette butts, putting away the dishes, throwing away the garbage, etc.

**END OF STAY CLEANING**: from €70 to €110. NB: This service does not exempt you from leaving the accommodation in a minimum state of cleanliness (no food waste, garbage cans and products are tolerated).

**THEFT, LOSS and DAMAGE**: of any nature whatsoever, during or following the stay, the responsibility of the campsite is not engaged.

**ANIMALS**: Only one animal can be admitted per pitch, dog or cat only. The price is €4 per day on a Pitch and €5 per day on Rentals. Dogs likely to be dangerous (category 1 and 2 - decree of 27/04/99) are refused. Are accepted on presentation of the vaccination card (decree of 01/22/85), they must be tattooed or chipped (decree of 06/30/92), they must be kept on a leash at all times. They are prohibited near swimming pools, and in buildings. They must not harm the tranquility and safety of the residents and respect the basic rules of hygiene, bags are available at the reception. Under no circumstances should they be left alone in cars, mobile homes, chalets, caravans or tents on the pitch or tied to a tree.

**VISITORS**: If you receive external visitors, this is possible subject to acceptance by management. They must park in the outdoor car park and report to reception and pay €3 per person. For visitors, access to the aquatic area is not authorized.

**TRAFFIC**: The speed is limited to 10 km/h. in the campsite. The barriers are closed between 11 p.m. and 7 a.m., all traffic is prohibited during this period.

**PARKING**: Vehicles must imperatively be parked on the plot or parking allocated on your arrival. Never park your vehicle on the neighboring site even if it seems unoccupied. Campers can arrive at any time, parking is prohibited on roads and access roads.

**NOISE**: The use of sound devices must not be perceived beyond the perimeter of each location. Everyone must respect their neighbours' right to rest.

**BEHAVIOR**: Any malicious, insulting, aggressive behavior, as well as any act of discrimination, blackmail or harassment, towards other customers or employees of the campsite is strictly prohibited.

**AQUATIC AREA**: STRICTLY RESERVED FOR CAMPERS. Open 10 a.m. to 7 p.m. daily. Full rules are displayed at the pool entrance. Swim briefs or synthetic/stretch boxers mandatory. Wearing underpants, t-shirts, wetsuits of any kind is prohibited for hygiene reasons. Food and drinks inforbidden. Young children must wear nappies designed specifically for swimming, in order to comply with hygiene standards. Children who cannot swim MUST wear armbands. Children must be accompanied by an adult.

The campsite may occasionally close a swimming pool in the event of unforeseen technical problems which may lead to a lack of safety or hygiene. Access to aquatic areas is strictly prohibited outside of opening and closing hours.

**HAMMAM/SAUNA**: Area reserved for adults. Not recommended for fragile people (pregnant women, people with heart problems). Free access every day from 4 p.m. to 7 p.m.

**PLAYGROUNDS**: Please keep these places clean, children are under the supervision and responsibility of their parents, open spaces from 8 a.m. to 10 p.m.

**BARBECUES**: Only gas or charcoal barbecues and planchas (above ground) are accepted. Barbecues and electric planchas are prohibited. A barbecue area is at your disposal in the campsite.

## YOUR RESERVATION IMPLIES ACCEPTANCE OF THE PAYMENT.

THE MANAGEMENT RESERVES THE RIGHT TO EXPULD WITHOUT PRIOR NOTICE OR REIMBURSEMENT, PERSONS WHO FAIL TO COMPLY WITH THE INTERNAL RULES OR WHO HAVE COMMUNICATED FALSE INFORMATION CONCERNING THE OCCUPANTS OF THE RENTAL OR THE LOCATION.