

By booking a camping Pitch or Mobile Home, the contracting parties implicitly agree to these General Terms of Sale. Bookings are subject to the campsite's agreement. We are a family campsite and our accommodation is designed for this purpose. In order to preserve the tranquility of clients and their families, groups are not admitted to the campsite. The campsite reserves the right to refuse bookings that are contrary to its principles or seek to misappropriate them, as well as bookings by clients with whom a dispute has occurred previously.

The person making the booking must be aged 18 years or over, be legally capable of contracting under these general terms of sale and ensure that the information provided is truthful and accurate. For obvious health and safety reasons, minors unaccompanied by their legal guardian are not admitted. In accordance with French decree 2002-883 of May 3<sup>rd</sup>, 2002, relating to the protection of minors during school holidays and recreational activities, our campsite is not certified to welcome under-age groups or individuals without their legal guardians.

In the event of a pandemic, special provisions may be adopted according to government directives.

### 1. BOOKING TERMS & CONDITIONS

Rentals are considered definitive solely after issue of a booking confirmation by SAS Camping de La Pascalinette, subject to availabilities, and after receipt of the relevant down payment together with these General Terms of Sale:

- either by returning these pages to us duly dated, signed and approved;
- or by approving them at the time of the online booking;

and constitutes a rental undertaking. Rentals are personal and non-transferable. Sub-letting is not allowed, subject to immediate expulsion.

In accordance with article L 221-28 of the French consumer code, services booked online are not subject to a withdrawal period. The amounts paid are therefore non-refundable.

### 2. TERMS OF PAYMENT

a. For bookings made more than 30 days prior to the start of the stay, a 30% down payment + administrative fees (non-refundable) must be paid at the time of booking.

Administrative fees are €12.50 for bookings of 1 to 4 nights (except July & August) and €25 for 5 nights or more. Coin des Copains® (Friends Corner) and Villa des Copains® (Friends Villa): €35.

Payments may be made by credit card directly online, or bank transfer.

The balance is payable at the latest 30 days prior to the arrival date. In the event of delayed payment, the booking shall be cancelled automatically and the terms herein shall apply.

b. For bookings made less than 30 days prior to the arrival date, the full cost of the stay is payable at the time of booking by credit card directly online, or bank transfer.

c. The following payment methods are accepted on site: credit card (from €10) or cash.

The price of options and bookings is the applicable rate at the time of booking and takes into account the current VAT rate; the final cost of the stay shall be adjusted if this rate changes.

The rates shown are guaranteed until November 30<sup>th</sup>, 2022.

The campsite reserves the right to modify rates at any time thereafter. Stays are billed on the basis of the applicable rate at the time of booking, subject to availabilities. Special offers and promotions cannot be backdated or combined.

Our prices do not include: additional vehicles, persons, pets, trailers, daily visitors, cancellation guarantee, administrative fees or contributions to tourist and waste collection taxes.

**Tourist tax:** €0.86 per person per day for clients aged 18 years upwards shall be charged by the campsite on behalf of the

town council. Any changes to this rate, even after the booking is made, are payable in full.

**Eco-contribution, recycling and waste collection:** €0.54 per person per day (free for under 2 years), relating to the recycling centre inside the campsite, waste collection, eco-friendly cleaning products and measures against mosquitos.

### 3. MODIFICATIONS & CANCELLATIONS

Clients may choose to take out "cancellation or anticipated departure" insurance with an independent insurance firm operating in partnership with the campsite by paying the option indicated on the rental contract (3.3 % of the amount of the stay). This insurance must be taken out at the time of booking. It is non-refundable in the event of cancellation.

In the event of cancellation, refunds are subject to the terms and conditions of the aforesaid insurance firm. No refunds shall be made by the campsite.

#### a. Cancellation terms

All stays started are due in full. We cannot be held liable in the event of unforeseen circumstances, force majeure, climatic events or legal decisions that may disturb, interrupt or prevent the stay.

All cancellation requests must be notified to us in writing (by post or email). In the event of cancellation over 30 days before the scheduled arrival date, the down payment and administrative fees shall be payable. In the event of cancellation less than 30 days before the scheduled arrival date, 100% of the total cost of the stay, plus administrative fees, shall be payable.

#### b. Booking modifications

Customers may request modifications to their booking (dates and/or accommodation type) in writing (post or email), subject to availabilities and possibilities. Bookings cannot be postponed until the following year. If no modifications are made, clients must complete their stay in accordance with the initial booking terms & conditions or cancel it in accordance with the above-mentioned cancellation terms & conditions.

- Requests to prolong the length of stay shall be taken into account according to availabilities and applicable rates on the day of the modification request.

- Requests to shorten the length of stay shall be considered as partial cancellations and are subject to the terms & conditions applicable to cancellations / interrupted stays.

- Shortened or interrupted stays (late arrival or early departure) and unused services are non-refundable.

- Package rates for 2-3 persons are applicable to the entire stay and cannot be modified. If the number of persons exceeds the package booked, the rate for additional persons shall apply.

- Should the client wish to change their pitch on the day of arrival, their request shall be satisfied subject to availabilities and payment of the difference. Any amounts already paid are non-refundable.

In the event of a no-show on the scheduled arrival date and failure to notify us 24 hours beforehand, the campsite reserves the right to free up the booked accommodation.

### 4. ACCOMMODATION & SERVICES

A precise pitch at the campsite cannot be guaranteed. Only dates and accommodation type are guaranteed. Photos and plans of rentals are provided for information purposes only. The characteristics and layouts of rooms may vary from one model to the next.

Access to the campsite is restricted to persons whose name features on the rental contract, subject to maximum capacity. In the event of a false declaration at the time of booking, the Management reserves the right to cancel the booking and withhold down payments.

#### a. Rentals

**Low season:** minimum rental 2 nights, except:

- Ascension long weekend: minimum 3 nights;

- Mobile-homes: Quintessence®, Îles d'Or® and Villa des Copains®: minimum 4 nights.

**High season from July 1st to August 27th, 2023:** rentals are weekly, from Saturday to Saturday or Sunday to Sunday, except:

- Coco Sweet fitted tents and Coin des Copains®: Sunday to Sunday only.

- Villa des Copains®: Saturday to Saturday only. Maximum capacity 10 people. Cannot be used to accommodate several different rentals.

**Arrivals: from 5 pm to 7 pm at the latest.** The campsite must imperatively be informed in the event of late arrival or early departure. **No keys are issued prior to 2 pm.**

**Departures: before 10 am.** In the event of late departure, an additional day shall be billed in full at the nightly rate.

Sheets are provided in the following mobile homes: Quintessence®, Îles d'Or®, Patio®, Villa des Copains® and Privilège®.

Clean sheets during your stay are billed at the current rate, except for Quintessence® and Îles d'Or® mobile homes. Clean sheets are provided directly at the mobile home from Monday to Friday only.

#### b. Pitches with or without private sanitary facilities

**Low season:**

- Pitches without private sanitary facilities: minimum 1 night,

- Pitches with private sanitary facilities: minimum 2 nights (sanitary facilities must be cleaned by the occupier at their expense).

**High season from July 1st to August 27th, 2023:** pitches are rented out for one week minimum with arrival or departure on Saturday or Sunday.

**Arrivals: from 2 pm, except pitches with private sanitary facilities (from 3 pm).**

**Departures: before 11 am.** In the event of late departure, an additional day may be billed in full at the nightly rate.

#### c. Entertainment

Our entertainment team is available in July and August only. The Kid's Club is open to children aged 4 to 12 years subject to registration. A minimum age is required for certain activities, please ask in advance: no exceptions shall be made. Teen/Adult sporting activities: 13 to 17 years and over.

#### d. Restaurant

The restaurant is reserved for campsite clients and their guests.

### 5. DEPOSITS\*

\*By accepting our general terms of sale, you hereby authorize us to debit the deposit from your registered credit card in the event of early departure or miscellaneous fees not invoiced at the time of check-out.

If you notice any anomalies in the condition of your rental on arrival, please notify the campsite Reception accordingly within 24 hours. Claims made at the end of the stay cannot be taken into account.

#### a. Accommodation deposit and cleaning

Credit card imprint on arrival:

- €100€ for Premium camping pitches with private sanitary facilities,

-€200 for Classique / Avantage mobile homes and Coco Sweet fitted tents;

-€300 for Privilège / Patio / Îles d'Or / Quintessence mobile homes and Coin des Copains®;

-€600 for Villa des Copains®.

Accommodation must be returned in clean condition on your departure (floors cleaned, washing-up done, blankets stowed, bins emptied, cupboards cleaned, kitchens and bathrooms/toilets cleaned, plancha grill cleaned). **Private sanitary facilities must be thoroughly cleaned (sink, basin, shower including plugholes, bins, toilet and floor).**

Signature

**In the event of failure to clean and after a warning issued by the campsite, a fixed sum shall be withheld on the deposit, amounting to:**

- €100 (mobile homes / Coco Sweet fitted tents and pitches with private sanitary facilities)
- €160 (Coin des Copains® and Villa des Copains®).

Clients may purchase an end-of-stay cleaning service. This service is billed according to the accommodation type; prices are available at Reception and on the BOOK page of our website. Out of respect for our cleaning staff, accommodation must, even so, be returned in minimally clean condition (bins emptied, washing-up done and put away, blankets folded, plancha grill cleaned).

**The deposit is refunded within 8 days, subject to return of the accommodation in perfectly clean condition, without any loss of objects or damage noted during the inventory of fixtures (inventory of fixtures by appointment made at the latest on the day before departure). In the event of departure outside scheduled hours, our staff shall be solely responsible for judging the cleanliness of the rental. If it is returned in good condition, the deposit shall be destroyed or cancelled.**

Loss or damage to the air-conditioning remote control: €180. Withholding of the deposit does not exclude additional billing should restoration costs exceed the amount of the deposit.

**c. Pitch deposit**

A clothes rack is available on the pitch subject to a €20 deposit. Refrigerator hire: €60 deposit. Clients are in charge of cleaning rented refrigerators prior to departure.

**d. Water park deposit**

**Clients:** Water park access wristbands are placed on your wrist at Reception according to the number of persons booked and effectively present on the day of arrival, subject to a €35 deposit for each bracelet withheld in the event of loss, theft or failure to return the wristbands on the day of departure.

**Guests: visitors must imperatively wear the special access wristband** (different colour every day) issued at Reception subject to a €30 deposit per wristband. Wristbands must be returned before Reception closing time.

**6. CAMPSITE RULES**

The campsite rules are displayed at Reception. Clients are obliged to adhere to them and may be held liable if they fail to do so.

Clients are required to refrain from any activities that may adversely affect the cleanliness, hygiene or aspect of the campsite, in particular the sanitary facilities.

**CAPACITY-SAFETY**

For safety and insurance reasons, clients must respect the maximum number of occupants per accommodation type. An exceptional waiver may be granted by the Management for one extra person over and above normal accommodation capacity at a cost of €30 per person per night.

**RENTALS**

Clients hereby authorize the campsite to perform all necessary maintenance work (interior and exterior) even in

their absence. Requests to change gas cylinders must be made during Reception opening times.

The Var Prefecture prohibits the addition of tents.

**PITCHES**

The Var Prefecture prohibits the use of washing lines. Per pitch: 6 people maximum and one caravan authorized. It is prohibited to plant nails in trees.

**PETS**

A maximum of 2 pets (except category 1 & 2 large dogs, strictly prohibited inside the campsite) are authorized in mobile homes and on pitches, subject to a daily fee and presentation of a rabies vaccination certificate (law of 03/05/1984). They must never be left alone or shut inside accommodation. Pets are not allowed inside the water park. Pets must not cause damage or disturb other campers. Dog excrement must be disposed of.

**Pets are not allowed inside the Coin des Copains®.**

**VEHICLES**

**One vehicle only** is included in the price of the stay (except Villa des Copains® and Coin des Copains®, two vehicles included).

**Electric and hybrid rechargeable vehicles:**

**Electric vehicle charging stations** are available at the campsite. They operate using a pre-paid card available from Reception.

Due to fire hazards, it is strictly forbidden to charge electric vehicles using standard mobile home or pitch sockets. Clients failing to respect this rule are subject to a penalty of €50 and immediate expulsion from the campsite, without recourse to any claims or compensation.

**WATER PARK**

Please be reminded that the pools and water slides can be dangerous. Children of all ages must be accompanied by a responsible adult and are the sole responsibility of the aforesaid adult. Children who cannot swim must IMPERATIVELY wear armbands.

The water park is exclusively reserved for campsite clients. Wristbands are strictly obligatory for entry to the water park. Bathers not wearing their wristband shall be sent out.

For hygiene reasons, eating and drinking are prohibited inside the water park.

In accordance with French legislation relating to pool hygiene, **swimwear is obligatory inside the water park:**

- full dress is unauthorized;
- small children must imperatively wear a special bathing nappy;

- The following swimwear only is authorized for BATHING: swimming trunks and swim boxers, one-piece bathing costumes and bikinis. **Bathing shorts, cover-up swimwear, swim dresses and tankinis are prohibited.**

Clients failing to comply with these rules shall be suspended from the water park.

**Rules for Water Park guest access:**

- **Guests are not allowed in July and August.** Outside this period:
- Maximum 4 guests per stay and per pitch nr.
- Guest access is subject to a set daily fee per guest, billed to the campsite client, notwithstanding guest time of arrival.

- The number of clients staying at rentals / pitches shall not lead to any discounts for water park guests.

**Requests shall only be accepted subject to water park maximum capacity and busyness on the day of the request.**

**MISCELLANEOUS**

GAS planchas only are permitted.

Campsite clients are expressly requested to avoid making any noise from 11 pm, including loud talking, which may disturb their neighbours. Audio devices must be adjusted accordingly.

**7. INSURANCE**

Civil liability insurance is obligatory for all clients. Clients must ensure their home insurance and associated guarantees include a "holiday" extension. Failing this, clients must take out rental risk insurance covering accidents, theft, loss, or damage to their personal belongings (suitcases, objects, vehicles, bicycles, etc.). They must also be insured against any damage they, the people accompanying them, or their pets, may cause to the rented accommodation or campsite in general. Clients must be able to produce proof of insurance immediately on request.

SAS Camping de La Pascalinette may not be held liable in the event of loss, theft, or damage to personal effects in accommodation, on pitches, or in car parks or communal areas.

**8. IMAGE RIGHTS**

Clients hereby grant the Campsite the full and free use of all photos and videos of them and their children that may be produced during their stay, for campsite advertising purposes. This authorization is granted free of charge and worldwide for a period of 5 years.

**9. CCTV**

Our CCTV system covers all buildings and areas used for reception purposes, vehicle parking and equipment storage, plus accesses to private areas reserved for staff use. The CCTV system produces video footage of direct accesses to buildings, pitches and roads inside the campsite. The Management reserves the right to use these recordings to check the identity and authorization status of persons entering supervised areas. Recordings are kept for a maximum of two months and may be consulted on request. In accordance with the French Data Protection Act ("Loi Informatique et Libertés"), clients have the right to access and rectify stored information pertaining to them.

**10. SETTLEMENT OF CONSUMER DISPUTES**

In accordance with the provisions of the French Consumer Code relative to the "settlement of consumer disputes", clients are entitled to appeal, free of charge, to the arbitration service offered by SAS Camping de La Pascalinette. The proposed "consumer rights" mediator, CM2C, can be contacted at [www.cm2c.net](http://www.cm2c.net) or by post at CM2C - Centre de la Médiation de la Consommation de Conciliateurs de Justice - 14 rue Saint Jean - 75017 PARIS.

**11. APPLICABLE LEGISLATION**

The parties hereby recognise that these terms of sale are governed by French law. In the event of a dispute relating to their interpretation and/or application, the sole competent court shall be the Tribunal de Grande Instance (Court of First Instance) of TOULON.

Please sign pages 1 & 2 of the General Terms of Sale in the bottom right-hand frame and **complete this page**

I wish to take out Cancellation Insurance: **YES** or **NO** (please circle your choice)

I, the undersigned, hereby declare that I accept and approve these General Terms of Sale of SAS Camping de La Pascalinette in full.

**First name**

**Last name**

**Date**

**"Lu et approuvé" (Read & approved)**

**Signature**