

1800, ancien chemin de Hyères - 83250 La Londe-les-Maures +33 (0)4 94 66 82 72 - resa@lapascalinette.fr www.lapascalinette.fr

In case of dispute, the original French version shall prevail.

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 tranquillity 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 3rd, 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 $\epsilon_{12.50}$ for bookings of 1 to 4 nights (except July & August) and ϵ_{25} for 5 nights or more. Coin des Copains® (Friends Corner) and Villa des Copains® (Friends Villa): ϵ_{35} .

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

The balance is payable at the latest <u>30 days</u> 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 ϵ_{15}) 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 30/11/2023.

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:** ϵ 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: €0.64 per person per day (free for under 2 years), relating to the recycling centre inside the campsite, waste collection, ecofriendly cleaning products and measures to fight mosquitos. MODIFICATIONS & CANCELLATION

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. Cancellation implies

termination of the relevant booking; the campsite therefore reserves the right to free up the booked accommodation/pitch.

a. Cancellation terms

All stays started are owed 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 up to 6** weeks before the start of the stay. 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

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 arrive before midday the following day, the campsite reserves the right to free up the booked accommodation.

. ACCOMMODATION & SERVICES

A particular 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.

Guests in wheelchairs must be accommodated in our PRM mobile homes.

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

- Mobile-homes Quintessence® mobile homes: one week minimum

Low season:

- Îles d'Or® mobile homes: 4 nights minimum

- Villa des Copains®: 4 nights minimum

- Other rentals: 2 nights minimum

- <u>Except</u>: Ascension long weekend: 4 nights minimum **High season from July 6th to August 31st, 2024**: rentals are weekly, from **Saturday to Saturday** or **Sunday to Sunday**, **except**:

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

- Villa des Copains®: Saturday to Saturday only.

Villa des Copains[®] and Coin des Copains[®] maximum capacity 10 people. The following accommodation cannot be used to group several rentals: Villa des Copains[®], Quintessence[®] mobile homes.

Arrivals: from 5 pm to 7 pm at the latest (except Quintessence® mobile homes, from 3.30 pm). The campsite must imperatively be informed in the event of late arrival or early departure.

Our teams do their utmost to hand over the keys to your accommodation at the earliest possible time on your day of arrival. However, delays may occur in the event of technical difficulties, in which case no compensation shall be payable.

Departures: before 10 am (except Quintessence® mobile homes, before 11am). 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®.

Bed and bath linen changed 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. Camping pitches

Low season:

- Standard pitches: minimum 1 night

- Pitches with private sanitary facilities: minimum 2 nights. High season from July 6th to August 31st, 2024: pitches are rented out for one week minimum with arrival and 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.

. DEPOSITS*

*By accepting our general terms of sale, you hereby authorize us to debit the <u>deposit</u> from your registered credit card in the event of early departure or miscellaneous sums not invoiced at the time of departure.

Any claims relating to your accommodation must be notified to us at the latest 24 hours after your arrival. Claims made at the end of the stay cannot be taken into account.

a. Accommodation deposit and cleaning

Credit card imprint on arrival:

- €200 to €600 according to the chosen accommodation.
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).

In the event of failure to clean, a fixed sum shall be withheld on the deposit, amounting to:

- €100 (mobile homes / Coco Sweet® fitted tents)

- €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).



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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.

Withholding of the deposit does not exclude additional billing should restoration costs exceed the amount of the deposit.

b. Pitch deposits

Laundry drying rack: €20

Refrigerator: ϵ 60 (clients are in charge of cleaning before departure).

Premium pitches with private sanitary facilities: €100. Private sanitary facilities must be cleaned before your departure (sink, washbasin, shower including plugs, bins, toilet and floor). Failing this, a fixed amount may be withheld on your deposit.

c. Water park deposit

Clients: Water park access wristbands are <u>placed on your</u> <u>wrist at Reception</u> according to the number of persons booked and effectively present on the day of arrival, subject to a ϵ_{35} deposit for each bracelet, debited solely in the event of loss, theft or failure to return the wristbands on the day of departure.

6. <u>CAMPSITE RULES</u>

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.

CAPACITY-SAFETY

For safety and insurance reasons, clients must respect the maximum number of occupants per accommodation type, including children and babies.

An exceptional waiver may be granted by **express** agreement of the Management for one extra person over and above normal accommodation capacity at a cost of ϵ_{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. Any bedding used for pets shall be replaced and its cost deducted from the deposit. 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 <u>strictly forbidden</u> to charge electric vehicles using standard mobile home or pitch sockets. Failure to respect this rule shall give rise to a **minimum penalty of €100** and **immediate expulsion from the campsite**; in this event, no compensation or damages shall be payable.

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, to the exclusion of all other items (bathing shorts, cover-up swimwear, swim dresses and tankinis prohibited).

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

Rules for Water Park guest access:

- In accordance with current campsite regulations, no guests are allowed inside the water park.

HYGIENE

Household waste must be deposited in the designated containers. **Recycling** options are available.

Clients are requested to abstain from any action that may impact the cleanliness, hygiene and aspect of the campsite and its facilities, in particular sanitary facilities.

Insects and other "little creatures" are part of the camping experience. The Management cannot be held responsible for their presence at the campsite.

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.

Use of the campsite's wifi is subject to a supplement. The campsite is not responsible for faulty Internet connections due to our Internet service provider.

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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.

<u>CCTV</u>

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 <u>www.cm2c.net</u> 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/interruption 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)

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