

## 2021 GENERAL TERMS OF SALE - In the event of a dispute, the original French version shall prevail

By booking a Pitch or Mobile Home, the contracting parties implicitly agree to these General Terms of Sale. Bookings are subject to the Campsite's agreement. Our accommodation is intended for a family clientele; bookings satisfying this criterion will therefore be given priority.

### 1. BOOKING TERMS

Rentals become definitive on issue of confirmation by Camping de La Pascalinette®.

Confirmation is issued, subject to availabilities, on receipt of:

- a 30% down payment for the total cost of the stay, plus booking fees,
- cancellation insurance if selected,
- all pages of these general terms of sale, duly dated, signed and approved,

and constitutes a rental undertaking.

In accordance with article L 121-20-4 of the French consumer code and article 121-20 of the same code, services booked online are not subject to a withdrawal period. The amounts paid cannot therefore be refunded.

Camping de la Pascalinette reserves the right to refuse bookings by clients with whom a dispute is ongoing.

#### A. Payments:

- For bookings made more than 30 days prior to the start of the stay, payments may be made by credit card directly online, or by bank transfer.
- For bookings made less than 30 days prior to the start of the stay, the full cost of the stay is payable at the time of booking, i.e. booking fees, full cost of stay and cancellation insurance if selected.
- On site: credit card or cash accepted

The balance is payable 30 days prior to the arrival date.

**Non-payment:** in the event of failure to pay the balance due within 5 days following this deadline, the booking shall be cancelled automatically and the terms herein shall apply.

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

The rates indicated are guaranteed until December 31st, 2020.

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

#### B. Booking fees:

Booking fees are non-refundable.

Pitches and mobile homes: €12 for 1-4 nights (except July and August) and €24 for 5 nights or more. Coin des Copains® and Villa des Copains® (Friends Corner and Friends Villa): €30

#### C. Visitor's tax:

- €0.66 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 are payable in full.

### 2. CANCELLATIONS & MODIFICATIONS

Clients can 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. This insurance must be taken out at the time of booking. It is non-refundable in case of cancellation. In case of cancellation, refunds are subject to the terms and conditions of the aforesaid insurance firm.

You may also contact your own insurance firm to extend your guarantee if necessary. No refunds shall be made by the Campsite.

#### A. Cancellation terms

All stays started are due in full. We cannot be held liable in case of unforeseen circumstances, force majeure, climatic events or legal decisions that may disturb, interrupt or prevent the stay. No reductions or refunds shall be granted in case of late arrival or anticipated departure, for whatever reason.

All cancellation requests must be notified in writing (by registered post or email) within 48 hours of the event leading to the cancellation request; the date of the operative event only shall be taken into account. In case of cancellation over 30 days before the scheduled arrival date, the down payment and booking fees shall be billed. In case of cancellation less than 30 days before the scheduled arrival date, 100% of the total cost of the stay shall be billed, plus booking fees. Booking fees are non-refundable.

#### B. Booking modifications

Bookings may be modified up to 6 weeks prior to the start of the stay, subject to feasibility. Booking modification requests can only be taken into account subject to campsite availabilities. Failing this, clients must complete their stay according to the initial terms and conditions, or cancel it according to the terms and conditions below.

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

In the event of a no-show on the scheduled arrival date, the Mobile Home / Coin des Copains® (Friends Corner) / Villa des Copains® (Friends Villa) / Pitch may be considered as free and the booking may be cancelled from 12 a.m. the following day.

### 3. YOUR STAY

A precise spot within the campsite cannot be guaranteed.

Only the dates and type of accommodation are guaranteed. All clients are required to comply with the campsite house rules. Third-party liability insurance is obligatory.

A description of Camping de La Pascalinette is available on our website at [www.lapascalinette.fr](http://www.lapascalinette.fr).

Access to the campsite is restricted to persons whose name features on the rental contract (maximum 6 people named on the contract). In order to preserve the tranquillity of guests and families, groups are not admitted to the campsite, with the exception of family members. In case of a false declaration at the time of booking, the Management reserves the right to cancel the booking and withhold down payments.

**GAS-fired barbecues or planchas only are permitted.**

#### A. Rentals

The Var Prefecture prohibits the installation of tents on mobile home plots.

Pre and post-season: Minimum 2 nights for mobile homes with the exception of:

- Iles d'Or mobile homes and Villa des Copains®: minimum 4 nights.

Ascension long weekends: Minimum 3 nights for mobile homes and pitches (or 4 minimum nights for Iles d'Or mobile homes).

Villa des Copains®: Minimum 4 nights. Maximum capacity 10 guests. Cannot be used as a meeting place for guests renting other accommodation.

Rentals are on a weekly basis from July 10th to August 29th, 2021, from Saturday to Saturday or Sunday to Sunday, except:

- Coco Sweet Bungalow (tented bungalow) and Coin des Copains® from Sunday to Sunday only.
- Villa des Copains® from Saturday to Saturday only.

#### Arrivals:

Low season: from 3 p.m. to 7 p.m.

High season (July/August): from 4 p.m. to 7 p.m. (guests are welcomed by night watchman after hours).

Departures: 10 a.m. maximum

In case of late departure, an additional day may be billed in full.

Deposit (credit card imprint): payable on arrival

-€200 for Classique / Avantage mobile homes and Coco Sweet tented bungalows

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

-€600 for Villa des Copains®.

This deposit is refunded at the end of the stay subject to the inventory of fixtures (inventory of fixtures by appointment made at the latest on the day before departure). NB: For air-conditioned mobile homes, a €180 replacement fee shall be charged in case of loss or damage to the air-conditioning remote control.

Clients 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. Clients are in charge of cleaning the rental and ensuring it is returned in perfect condition at the end of the stay. Failing this, the sum of:

-€100 shall be withheld on the deposit (Mobile Home / Coco Sweet).

-€180 shall be withheld on the deposit (Coin des Copains® / Villa des Copains®).

If the client has chosen to pay for a cleaning service, the latter does not include crockery, cutlery, barbecue/plancha, kitchen utensils and bin emptying.

#### Cleaning service:

	1 or 2 bedrooms	3 bedrooms	Other
Classique / Avantage /Coco Sweet	€70	€90	
Privilège / Patio	€75	€95	
Villa des Copains			€160
Coin des Copains			€95

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

In case 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.

Sheets are provided for Iles d'Or, Patio and Privilège mobile homes and the Villa des Copains®.

Clean sheets during the stay shall be billed at the price in force, except for Iles d'Or® mobile homes.

Clean sheets are provided directly at the mobile home from Monday to Friday only.

Cleaning shall be billed in the event of a request to change accommodation type or category during the stay. Moreover, extra sheet rental shall be billed for Privilège, Patio and Iles d'Or mobile homes, and the Villa des Copains®.

#### B. Pitches

Arrivals: Low and high season: from 2 p.m. to 7 p.m.

Departures: 11 a.m. maximum

In case of late departure, an additional day may be billed in full.

From July 10th to August 29<sup>th</sup>, 2021 pitches are rented out for one week minimum with arrival or departure on Saturday or Sunday.

#### One caravan per pitch

Package prices for 2-3 guests are applicable to the entire stay and cannot be modified. If the number of people exceeds the booked package, the rate for additional guests shall apply up to a maximum of 6 guests per pitch.

Summer storage: space occupied by camping gear for one or several nights in the absence of its owner.

It is PROHIBITED to plant nails, screws or pegs in the trees subject to a fixed fine of €10 per nail!

The Var Prefecture prohibits the use of washing lines.

A clothes rack is available on the pitch subject to a €20 deposit.

Refrigerator hire: clients are in charge of cleaning rented refrigerators prior to departure.

### 4. PETS

Pets (2 maximum) are authorized in mobile homes and on pitches subject to presentation of a rabies vaccination certificate (law of 03/05/1984). They must never be left



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alone or shut inside. Pets must not cause damage or disturb other campers. Dog waste must be disposed of subject to a €35 euro fine.

**THE FOLLOWING IS STRICTLY PROHIBITED:**

- Animals in the Coin des Copains®.
- Category 1 or 2 or any large dogs inside the campsite.

**5. VEHICLE**

One vehicle only is included in the rental price. A second vehicle (car, motorbike, trailer or boat under 6.99m in length) may be admitted subject to availability and payment of the applicable fee if the vehicle is parked inside the Campsite. The additional vehicle MUST BE PARKED ON THE RENTED PITCH. For safety reasons, vehicles and equipment must not infringe the boundaries of the rented pitch or be parked elsewhere subject to a fine of €10 per day. For motorbikes/bicycles, a Campsite entry badge will be issued to you in return for a credit card deposit of €35, which shall not be billed except in case of loss, theft or failure to return the badge on the day of departure.

**Electric vehicles:**

A supplement of €10 per day is billed for recharging vehicles on your pitch or in your mobile home.

**Day / night entry (peak season):**

The main gate is open from 7 a.m. to midnight. The secondary gate is open from midnight to 7 a.m. Clients may retrieve their vehicle from the night car park the following day before 11 a.m.

**6. 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 at the time of the welcome drink on the Sunday evening. For safety and legal reasons, the Escal'Arbre tree-climbing activity is strictly reserved for children aged 8 years and over. Teen/Adult sporting activities: 13 to 17 years and over.

**7. RESTAURANT**

The restaurant is reserved for campsite clients and their guests.

**8. WATER PARK**

The water park is exclusively reserved for campsite clients. Water park access bracelets shall be placed on your wrist according to the number of clients booked and effectively present on your day of arrival, subject to a deposit withheld in the event of loss, theft or failure to return the bracelets on your day of departure.

Bracelets are strictly obligatory for entry to the water park. Bathers failing to wear their bracelet shall be sent out.

Children of all ages must be accompanied by a responsible adult and are the sole responsibility of the aforesaid adult. Eating and drinking are prohibited inside the water park.

**Water Park guest terms & conditions:**

- **Maximum of 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.
- Guests are not admitted on weekends from July 10<sup>th</sup> to August 29<sup>th</sup>.
- The number of clients staying in a rental or on a pitch shall not lead to any discounts for water park guests.
- Guest requests must be made the DAY BEFORE the arrival of the guests and shall only be accepted subject to the capacity of the water park and busyness on the day of the request.
- Guests are obliged to wear the special access bracelet placed on their wrist by the reception staff on arrival, subject to a €30 deposit per bracelet. Bracelets must be returned before reception closing time.

**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,
- for women: one or two-piece swimwear only is authorized (burkinis prohibited).
- for men: shorts are strictly prohibited, only swimming trunks or swimming boxer shorts are authorized.
- Clients failing to comply with these rules shall be banned from the water park.

**9. CAPACITY - SAFETY**

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

An exceptional waiver may be granted by the Management for one extra guest over and above normal accommodation capacity at a cost of €20 per person per night.

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 safety reasons (water park, possible campsite evacuation in case of weather alert etc.) and health reasons (e.g. need for hospitalization during your stay), **minors unaccompanied by their legal guardian are not admitted.** Moreover, our campsite is not certified to welcome under-age groups or individuals for holiday or leisure purposes without their legal guardian in the framework of French decree 2002-883 of May 3rd, 2002.

**10. LOSS, THEFT, DAMAGE**

Camping de La Pascalinette may not be held liable in case of loss, theft, or damage to personal effects in mobile homes, on pitches, or in car parks or communal areas. We advise you to contact your insurance firm to extend your guarantee if necessary. Clients are responsible for any disturbances caused by persons staying with them or visiting them. Campsite users are expressly requested to avoid making any noise, including loud talking, which may disturb their neighbours. Audio devices must be adjusted accordingly. Moreover, guests are required to refrain from any activities that may adversely affect the cleanliness, hygiene or aspect of the campsite, in particular the sanitary blocks.

**11. IMAGE RIGHTS**

Clients hereby grant the Campsite the full and free use of all photos and videos of you and your children that may be produced during your stay, for campsite advertising purposes.

**12. 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 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 Law "Loi Informatique et Libertés" (Data Protection Act), you have the right to access and rectify information relating to you.

**13. 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 to the arbitration service offered by SAS Camping de La Pascalinette free of charge. The 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.

**14. APPLICABLE LEGISLATION**

The parties hereby recognise that these terms of sale are governed by French law. In case of a dispute relating to their interpretation and/or application, the 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 frame on the bottom right 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)

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Signature