

# GENERAL TERMS AND CONDITIONS OF SALE

## Booking

Booking of a stay implies acceptance of our terms and conditions of sale as well as the campsite rules and regulations. The booking request is for a particular person and non-transferable. It must be made by an adult who is present throughout the stay. Minors without an adult cannot be admitted. The surnames, first names and ages of the participants must be communicated on the day of arrival at the latest. Any changes to the booking must be notified in writing. Booking options are valid for 15 days. In excess of this period, the options will be automatically cancelled.

## Payments and advance payments

If the booking is made more than 30 days prior to the arrival date:

The booking is considered to be confirmed upon receipt of the 25% deposit and the €28 booking fee (non-refundable). Confirmation of your booking will be sent to you by e-mail or post (the pitch number will only be given for information purposes).

Balance payment: The balance of the stay must be paid at the latest 30 days before the date of arrival for accommodation, the day of arrival for pitches. In case of non-payment, 8 days after our reminder, the stay will be considered cancelled and the sums paid will be retained by the campsite.

If the booking is made less than 30 days prior to the arrival date: Full payment for the stay must be made at the time of booking.

For stays without a booking: For accommodation, full payment must be made on the day of arrival. For pitches, a deposit may be requested on arrival or during the stay. The stay must be paid for by 7pm the day before the departure at the latest.

The cancellation refund guarantee is optional and payable in addition to the rental price, together with the deposit. It is 5% of the stay price including VAT.

## Prices and promotions

The prices indicated are subject to change. The campsite reserves the right to change prices at any time. The price of your stay will be calculated according to the prices which are in effect on the day of your booking, subject to availability. It would be advisable to check current prices by contacting the campsite directly. Offers and promotions are not retroactive and cannot be combined.

## Included services and benefits

Booking a stay gives access to the water park, free entertainment and to the Kids' Club during the weekends and the French school holidays. It includes water and electricity usage, as well as the necessary equipment for the number of people according to the category of accommodation booked. One vehicle may be parked on or near the pitch. Free outdoor parking is available for additional vehicles. For camping pitch bookings, a maximum of 6 people and 3 tents are allowed on the pitch.

## Services and benefits not included

The following services are offered at an additional cost: Access to the campsite spa, arcade games, tennis court rental (in July/August), additional persons, pets, refrigerated box, safe, daily visitors and Wi-Fi. The booking fee and tourist tax are to be paid in addition. For the accommodation: linen (sheets, towels) and baby kits are available for hire at the reception desk. Cleaning at the end of the stay (except for mobile homes in the Prestige range for stays of more than 7 nights) is the holidaymaker's responsibility. This service costs €110 for 2 rooms and €130 for 3 rooms.

## Arrivals and departures

In high season, arrivals and departures are possible on Saturday, Sunday and Wednesday for a minimum of 7 nights.

For camping pitches: Arrivals are possible from 1pm and departures must take place before 12 noon.

For rental accommodation: Arrivals are from 5pm and departures before 10am. An inventory of fixtures form must be completed on arrival and returned to reception within 24 hours.

Deposit: For accommodation, a rental deposit of €300 and a cleaning deposit of €130 will be requested separately upon your arrival at the latest. They will be returned on departure after the inventory of fixtures, (after deduction of cleaning costs, replacements or repairs that may be necessary) or destroyed for departures without an inventory. An appointment for the exit inventory of fixtures is optional. It can be arranged at the reception upon arrival.

Any arrival which does not correspond to the signed contract will be refused access to the campsite. The booking will be cancelled and the amount paid retained.

The campsite reserves the right to refuse access to groups or families with a number greater than the capacity of the pitch or accommodation booked. A baby counts as 1 person.

No arrivals without a booking will be accepted after 9pm. Pitches/accommodation are reserved until Monday 12 noon for arrival at the weekend, and until Thursday 12 noon for arrival on Wednesday (unless otherwise stated in writing). After that, the campsite reserves the right to allocate it to another customer. Similarly, a pitch/accommodation released before the scheduled date may be reassigned.

No refund or discount will be granted in case of late arrival or voluntary early departure or by the decision of the campsite for failure to respect the rules and regulations.

## Extract from rules and regulations

The full rules and regulations are available at the reception.

- The speed limit on site is 10 km/h and vehicle movement on site is prohibited between 11pm and 7am.
- Wearing the wristband is mandatory and it must be permanently visible on the wrist or ankle. A sticker must be placed inside the windscreen on the driver's side of a car.
- Silence is requested on site from 11pm. Two warnings for noise will result in expulsion. In case of numerous complaints or violence, the expulsion will be immediate.
- Individual electric or gas barbecues are allowed on pitches.
- Pets are allowed (1 dog under 10kg per rental). They must be on a leash, declared and vaccinated (vaccination booklet). 1st and 2nd category dogs are prohibited.
- Guests who are not staying must be declared. Their presence on the campsite is free under 2 hours. Beyond that, the fee is €4/person over 10 years old. They are authorised to arrive at the site until 9pm and they must leave by 11pm.

Vehicles will be kept outside. Non-declared invited guests will be required to pay 3 times the current price.

- Showers and sinks are closed between 11pm and 7am. The campsite reserves the right to close a sanitary area in case of technical or maintenance problems.
- The pitches must be kept clean: fly-tipping of waste or empty bottles is prohibited. Two warnings for a dirty spot will result in expulsion.
- The number of occupants may not exceed the capacity of the type of accommodation. For pitches: MAXIMUM 6 PERSONS, at least one adult, maximum 3 tents.
- No tents, vehicles or extra people are allowed without the agreement of the campsite.
- The management cannot be held responsible for any theft other than that of valuables deposited in the safe at reception.
- For safety reasons, it is forbidden to recharge the battery of an electric or hybrid vehicle on the campsite.

## Aqualidday water park

It is compulsory to wear the campsite wristband and swim briefs. For reasons of hygiene, larger items of covering clothing or swimming trunks are not allowed. The pools, slides and wild river can be dangerous. It is recommended to follow the safety instructions. Young children or children who cannot swim must be supervised by their parents and must wear swimming armbands. It is compulsory for children wearing nappies to wear nappies specially designed for swimming.

Day visitors have access to the water park at an additional cost. In the low season (dates specified on the campsite's website), Aqualidday is open to outside customers.

The campsite may have to close a slide, pool or the entire water park from time to time in the event of bad weather, unforeseen technical problems or a lack of safety or hygiene. Access to the water park is strictly forbidden outside opening and closing times.

## Cancellation:

Notification of any cancellation must be in writing by registered letter or e-mail. Telephone messages are not valid.

The Cancellation Refund Guarantee is optional and allows:

- Reimbursement of sums paid, excluding booking fees and the amount of the Refund Guarantee for stay cancellations.
- Reimbursement on a pro rata basis of the planned rental, excluding booking fees, refund guarantee, in the event of departure before the planned date.

The guarantee applies in the following cases:

- Serious illness of the beneficiary, spouse or children.
- Death of the beneficiary, spouse, parents or children.
- Redundancy on economic grounds of the beneficiary or spouse.
- Major property damage to the beneficiary's main residence.
- Accident or theft of your vehicle or caravan occurring on the direct route to your place of stay.

It is imperative to inform the campsite reception by email within 24 hours (under penalty of not being guaranteed) as soon as you are aware of an event preventing or interrupting your stay. Proof of cancellation or interruption of stay must be sent to us within 2 working days: medical or death certificate, dismissal from employment letter, insurance claim certificate. The price of the Refund Guarantee is 5% of the stay amount.

Without this guarantee, no refund will be made for cancellations made less than 30 days before the arrival date. After this deadline, the amounts paid will not be refunded and any outstanding monies will remain due. For any cancellation by us, except in case of force majeure, the amounts paid will be fully refunded.

## Customer relations

We shall not be held liable for acts of God, force majeure, climatic events or legal decisions which might disrupt, interrupt or prevent the stay or entertainments.

For complaints during the stay: The management of the campsite is available to holidaymakers to answer their requests. For accommodation, the inventory of fixtures form must be returned to reception 24 hours after the handover of keys. After this deadline has passed, no complaints will be taken into consideration and you will be held responsible upon departure for any possible damages or missing items.

For complaints after the stay or if no satisfactory answer is found on site: Complaints must be sent to us via the satisfaction questionnaire, sent at the end of each stay or by registered mail with acknowledgement of receipt within 15 days of the stay end date. Our customer relations department will process the complaint within 2 months of receiving the letter. After having contacted the customer relations department and without a satisfactory response within 3 months, in accordance with the provisions of the French Consumer Code concerning "the mediation process for consumer disputes", the customer has the right to have recourse free of charge to the mediation service offered by the campsite within a maximum period of one month from the date of the written complaint to the campsite by registered letter.

The proposed "consumer law" mediator is Bayonne Mediation. This mediation mechanism can be reached electronically at: [www.bayonne-mediation.com](http://www.bayonne-mediation.com), or by post at: BAYONNE MEDIATION, 32 rue du Hameau, 64200 BIARRITZ, or by telephone on 06 79 59 83 38

## Rental insurance

The customer must check with his/her insurance company that he/she has a holiday extension as part of his/her home insurance policy and its conditions of cover. If this is not the case, the customer is obliged to insure himself against the risks inherent in his/her occupation. Namely: accident, theft, loss or damage to personal belongings. He/she must also insure himself/herself for any damage he/she may cause in the rented accommodation or on the campsite, by him/her or the stay participants. When hiring or lending a bicycle, the customer is obliged to take out insurance against theft, loss or damage.

## Image rights

The customer expressly authorises Camping & Spa L'Océan to use photos and videos of him/herself or of other stay participants, in any medium, which may be taken within the campsite, for the advertising needs of the campsite or of the Airotel chain.

## Withdrawal period

In accordance with Article L221-28 of the French Consumer Code, the customer does not have a right of withdrawal.

## Important notice

Our brochures, pricing documents and website cannot be guaranteed to be free from omissions or printing errors. Prices are subject to change according to economic and commercial conditions. Only the rental agreement serves as a contractual document.