



TERMS AND CONDITIONS

Applicable from 01/11/2023

ARTICLE 1 - PURPOSE AND SCOPE

These terms and conditions of sale of **SNC DEFOUR ET CIE**, a *société en nom collectif* (general partnership) with capital of €457.35, registered in the Toulon Trade and Companies Register under number 305 708 919, whose registered office is at CAMP DU DOMAINE, 2581, Route de Bénat, 83230 BORMES-LES-MIMOSAS, VAT number FR14 305 708 919 000 17, are applicable to the rental of tourist accommodation and to the provision of comfort and well-being services (massage and/or access to the CAMP DU DOMAINE wellness centre) (hereinafter the "**Services**") to private individuals (hereinafter "**Guest(s)**"). Placing an order implies the Guest's full and unconditional acceptance of the Terms, which shall prevail over any contradicting stipulations contained on the Guest's order forms and/or any terms and conditions of purchase, subject to any specific terms and conditions accepted by both Parties. The contract is available in French, English and German and consists of these Terms and the specific terms and conditions (quotation and/or order form) indicating the Services chosen and the period and price of such Services (hereinafter the "**Contract**"). The Terms can be consulted at any time at the CAMP DU DOMAINE campsite, and on its brochures and website.

ARTICLE 2 - SERVICES

The Services provided are camping and rental (hereinafter "**Accommodation Services**"), as well as the "**Comfort and Well-being Services**" (massage, facial treatments, body treatments, beauty treatments, and/or access to the CAMP DU DOMAINE wellness centre). They are presented in the brochure and on the website of CAMP DU DOMAINE in a description of the Services and the main features thereof (including in particular a description of the rented premises, their location in the locality and the terms of rental, any booking restrictions - maximum capacity, pets, etc. - as well as the terms and conditions applicable to the massage services and/or access to the wellness centre). CAMP DU DOMAINE may modify the Services at any time, subject to Contracts already in force. The Guest may not sublet or transfer their booking without the prior consent of CAMP DU DOMAINE. Any extra person or visitor wishing to enter the CAMP DU DOMAINE campsite must first register at reception and pay the current entrance fee, which will allow them to use the same Services as the Guest.

ARTICLE 3 - BOOKINGS

Depending on the period, bookings must be for a minimum of between two (2) nights and seven (7) nights in rented accommodation and on pitches with private bathroom facilities.

The Guest chooses the Services, the number of occupants, the dates and any options. If the Services chosen are available, the Guest adds the Services to their basket in order to place an order: the Guest accesses the basket (first click), which shows the details of the order and the total price including VAT, so that they can check it and correct any errors; the Guest then logs into their account or creates a customer account using the form provided; they access a summary of their order, with the total price including VAT and the main characteristics of the Services, and can correct any errors. The Guest then reads and expressly accepts the Terms and Conditions of Sale and the Privacy Policy of CAMP DU DOMAINE by ticking the boxes provided; the Guest chooses their means of payment and confirms the order (**second click constituting consent and creating an obligation for the Guest to pay, which they will be explicitly reminded of and must acknowledge**) and is redirected to the secure payment website in order to pay the agreed price. CAMP DU DOMAINE will confirm receipt of the order by sending a confirmation with a summary of the order content (Services chosen and main characteristics, price including VAT, dates, as well as a link to consult the Terms and Conditions online).

The booking only becomes final and the Contract is only formed after receipt of full payment in accordance with Article 6 for rentals and pitches and for Comfort and Well-being Services.

The Guest may change the dates of their booking before their arrival and may postpone their holiday provided that the new dates are during the season in progress. A fee of €100 (one hundred euros) will be charged. No booking may be postponed to the following season. Any difference in price between the initial booking and the new booking at the time of the modification will be charged to the Guest. If the new booking is less expensive than the initial booking, the difference will not be refunded. Any request to increase the length of your holiday will be subject to availability and the prices in force.

Any request to shorten your holiday will be deemed a partial cancellation and will be subject to the cancellation policy. Any such request must be notified by email or post at least seven (7) days before your arrival.

No refunds will be granted for late arrivals, early departures or services not used.

If the Guest fails to check in on the agreed day of arrival and has not informed us 24 hours before the date of arrival, the campsite reserves the right to make the accommodation or pitch available for booking again.

ARTICLE 4 - ACCOMMODATION SERVICES

Rentals and pitches are allocated based on demand and according to the date of booking. Although the pitch number is indicated on the booking, management reserves the right to change the pitch if necessary.

The photos and plans of accommodation are provided for information only and are not contractually binding. The characteristics of the rooms and their layout may also vary from one model to another.

Only the individuals whose names are on the booking will be granted access to the campsite, and without exceeding the maximum capacity. In the event of a false declaration at the time of booking, management reserves the right to cancel the booking and to retain any sums already paid.

Guests may pay for a cleaning service at the end of their holiday (€100 for rented accommodation, €50 for private bathroom facilities). Out of respect for our cleaning teams, this service does not exempt the Guest from returning the accommodation in a minimum state of cleanliness, i.e. bins emptied, dishes washed and put away, blankets folded, fridge emptied and griddle cleaned.

ARTICLE 5 - INSURANCE - CANCELLATIONS

Optional holiday insurance may be taken out with the independent company CAMPEZ-COUVERT at the time of booking and within seven (7) days after booking (4.5% of the price of the holiday). This insurance will not be refunded under any circumstances. In the event of cancellation, notify reception at mail@campdudomaine.com and declare your cancellation or interruption of your holiday directly to your insurance company online at www.campez-couvert/declarer-un-sinistre or by email to sinistre@campez-couvert.com.

FOR ACCOMMODATION ONLY:

In accordance with Article L. 221-28, 12° of the French Consumer Code, the Guest has no right of withdrawal for Accommodation Services.

Consequently, any cancellation of Accommodation by the Guest after booking **without cancellation insurance** will result in:

- in the event of cancellation sixty (60) days or more before the scheduled date of arrival, the retention by CAMP DU DOMAINE of 40% of the sums paid by the Guest for the said booking and the refund of 60% of the sums paid by the Guest for the said booking.
- in the event of cancellation between the fifty-ninth (59th) and the thirtieth (30th) day before the date of arrival, the retention by CAMP DU DOMAINE of 60% of the sums paid by the Guest for the said booking and the refund of 40% of the sums paid by the Guest for the said booking.
- in the event of cancellation between the twenty-ninth (29th) day before the scheduled date of arrival and the day of arrival, the retention by CAMP DU DOMAINE of the sums paid by the Guest.

For bookings made with cancellation insurance, CAMP DU DOMAINE shall retain the deposit paid at the time of booking. The Guest should notify the insurer in accordance with the insurance contract for the claim to be processed, and may not claim any compensation from CAMP DU DOMAINE, including in the event that the insurer refuses to pay compensation, as CAMP DU DOMAINE shall not, on any account, be liable in this respect.

Any late arrival by more than TWENTY-FOUR HOURS (24 HOURS) without prior notification will automatically be deemed a cancellation by the Guest.

In the event of cancellation by CAMP DU DOMAINE for any reason whatsoever arising from unforeseen circumstances, force majeure, climatic events or legal decisions, the Guest will have the choice between receiving an immediate refund of the deposit or a credit note of a corresponding value which shall be valid until the last day of the following season, and which will be refundable at the end of this period or at the Guest's request. This cancellation may not, however, give rise to the payment of damages.

FOR COMFORT AND WELL-BEING SERVICES ONLY:

In accordance with applicable regulations, CAMP DU DOMAINE informs Guests that they have the possibility of withdrawing from the Contract without giving any reason within FOURTEEN (14) days of making the Contract, if the Contract has been made remotely, in accordance with the terms set out in the Appendix.

In accordance with Article L. 221-25 of the French Consumer Code, performance of the Comfort and Well-being Services may begin during the withdrawal period if the Guest expressly so requests. In this case, CAMP DU DOMAINE must obtain the Guest's express request on paper or on a durable medium.

The Guest is informed that, if they exercise their right to withdraw from the Contract and performance has begun before the end of the withdrawal period at their express request, they must pay an amount to CAMP DU DOMAINE corresponding to the Services provided up to the date of communication of their decision to withdraw; this amount will be proportionate to the total price of the Services.

ARTICLE 6 – CAMPSITE RULES

The campsite rules are displayed on the campsite and can be consulted on the CAMP DU DOMAINE brochures and website. Guests are required to comply with them, as our rules are binding upon them.

ADMISSION:

To be allowed to enter and settle into the campsite, Guests must have been authorised to do so by the reception staff.

Minors not accompanied by their parents will not be admitted.

Staying on the site implies acceptance of the terms and conditions of sale and of these rules.

Any breaking of or failure to comply with these rules may result in immediate termination of the contract.

Please note that the campsite is reserved for holidaymakers who do not take up permanent residence.

To guarantee peace and quiet for families, groups are not allowed on the campsite. Only families are accepted.

FORMALITIES:

Anyone spending at least one night on the campsite must first present their identity documents at reception and complete the necessary formalities.

INSTALLATION:

One caravan + 1 car + 1 tent or 1 motorhome + 1 car + 1 tent or 1 van + 1 car + 1 tent or 1 large tent + 1 vehicle + 2 small tents (not 2 motorhomes or 1 motorhome + 1 van on the same pitch) are permitted on camping pitches and pitches with private bathroom facilities.

Tents, caravans, mobile homes and related equipment must be installed in the place indicated and in accordance with the instructions given by the manager.

Unoccupied equipment may only be left on the pitch with the agreement of management, and only in the place indicated. Management shall not be responsible for any such equipment when the owner is absent.

For safety reasons, it is strictly forbidden to install a Jacuzzi or inflatable swimming pool on the campsite.

Tents are not permitted on the pitches of rented accommodation.

RECEPTION OPENING HOURS

The reception is open 7 days a week from 8.15 am to 7.45 pm. Guests will find all the information they need about the campsite's services, refreshment facilities, sports facilities and tourist attractions in the surrounding area.

NOISE AND SILENCE:

Campers are urged to avoid all noise and talking that could disturb their neighbours.

The campsite must be completely silent between midnight and 6 am.

DRIVING AND PARKING VEHICLES:

The speed limit for vehicles is 10 km/hr.

Driving is prohibited between midnight and 6 am, except for deliveries and campsite staff.

Parked vehicles must not obstruct traffic or prevent new arrivals from settling in.

Cyclists or users of other two-wheeled vehicles should ride carefully both for their own safety and that of other users. Please pay attention to the different surfaces of the access roads. Camp du Domaine shall not be liable in the event of a fall or accident, unless Camp du Domaine is at fault.

PETS:

Pets are permitted on the campsite at certain times and for a fee:

€5/night on camping pitches for a 2nd pet (the 1st one is free)

€7.50/night in the SUNNY 5P and REVE 5P accommodation only (maximum 2 per rental)

Pets are not permitted on the campsite between 14/07/24 and 18/08/24 inclusive.

Pets must be declared at reception no later than the day of arrival. An up-to-date rabies vaccination certificate must be presented.

Dangerous and defence dogs (category 1 and 2 dogs in France) and large dogs are not permitted on the campsite.

Dogs and other pets must not be allowed to roam free and must be kept on a lead. They must not be left on the pitch, even locked up, in the absence of their owners who have civil responsibility for them. Dog owners are required to clean up fouling and should not walk their dogs on vacant pitches.

Pets are not allowed on the beach or in the toilet and shower blocks.

INSTALLATION STANDARDS:

All Guests must refrain from doing anything that could be detrimental to the cleanliness, hygiene and appearance of the campsite.

Disposing of polluted water on the ground or in the gutters is forbidden.

Guests must dispose of their waste water in the facilities provided for this purpose.

Household refuse, rubbish of all kinds and paper must be disposed of in the bins.

Users must keep the toilet and shower blocks clean at all time.

Washing is strictly forbidden other than in the sinks provided for this purpose.

It is strictly forbidden to wash cars, caravans, boats and other items on the campsite except in the washing area reserved for this purpose (if open, subject to government restrictions).

Plants and floral decorations must be respected. Hammering nails into trees or cutting branches is forbidden.

Any damage to vegetation, fences, the ground or campsite facilities may lead to eviction.

The pitch used during your holiday must be vacated in its original state.

FIRES:

Open-fire barbecues and open fires (wood, coal) are strictly prohibited. Portable gas stoves must be kept in perfect working order and must not be used in a tent or near a car. When in use, stoves should be protected by a fireproof enclosure (such as sheet metal or aluminium plate) and placed in areas that have been previously cleared. Protections can be loaned (ask at reception). Fire hydrant points are reserved exclusively for this purpose. Fire extinguishers are available to all guests. In the event of fire, notify management immediately.

WATER:

Water, which is not metered, should not be wasted.

THEFT AND LIABILITY OF MANAGEMENT:

Guests are asked to take the usual precautions to protect their equipment. Campers remain liable for their own equipment. Management shall not be liable for guests' valuables, including valuables deposited in the safe boxes at reception, for the loss or theft of personal belongings, or for any injury or harm that may be caused to guests or their property.

Please report any suspicious persons on the campsite to the manager immediately.

Civil liability insurance is compulsory for all guests. Guests should check with their insurance company that their household insurance includes a holiday extension and its terms and conditions of cover. If this is not the case, Guests must take out insurance to cover the risks associated with their stay at the campsite, i.e. accident, theft, loss of or damage to personal belonging (suitcases, objects, furniture, valuables, vehicles, bicycles, etc.). They must also be insured for any damage they may cause to the rented accommodation or the campsite, whether caused by themselves, other party members or pets. In the event of serious and/or repeated breaches of the regulations and/or the campsite rules, CAMP DU DOMAINE reserves the right to terminate the Contract on grounds of the Guest's fault.

GAMES:

Users are solely responsible for accessing and using the various play areas.

No violent or disruptive games may be played on the campsite.

The television room may only be used for quiet games.

ELECTRIC OR PLUG-IN HYBRID VEHICLES:

Due to the risk of fire, it is strictly forbidden to charge a vehicle using a standard electrical socket in the rental or on the pitch. Any guest breaking this rule will be charged a penalty of at least €50 and their immediate eviction from the campsite shall not give rise to any claim or compensation. Charging points are available to Guests on the campsite.

CAMPSITE DIRECTOR:

The Director is responsible for maintaining order and good behaviour on the campsite. It is his duty to put an end to serious breaches of the rules and, if necessary, to evict troublemakers. A complaints book is available to guests at reception. Complaints will only be taken into consideration if they are signed, dated, described as precisely as possible and concern relatively recent events.

ARTICLE 7 - PRICES – TERMS OF PAYMENT - DEPOSIT

-Prices, given in Euros including VAT and excluding tourist tax, are those in force on the date of the order. CAMP DU DOMAINE reserves the right to change its prices at any time, subject to contracts in force.

For bookings made more than thirty (30) days before the start of the holiday, a deposit of 30% + booking fees (non-refundable) + holiday insurance, if taken out, must be paid at the time of booking.

For bookings made less than 30 days before the start of the holiday, full payment must be made at the time of booking.

The balance is payable for accommodation services (camping and rental) at least THIRTY (30) days before the date on which the services begin.

For comfort and well-being services, the full amount is payable at the time of booking the service.

-For rented accommodation and campsite pitches with private bathroom facilities, the Guest will receive an email requesting payment of a deposit twenty-one (21) **days before the start of their holiday**. This deposit must be paid online via our partner's secure platform. This deposit consists of a simple bank card pre-authorisation and is therefore not debited from the Guest's account and does not affect the Guest's bank card payment limit. The amount of the deposit is FIVE CENT EUROS (€500) for rented accommodation including the hire of additional equipment and facilities as well as ONE HUNDRED EUROS (€100) to insure against the accommodation not being cleaned and TWO HUNDRED EUROS (€200) for holidays on pitches with private bathroom facilities including FIFTY EUROS (€50) to insure against non-cleaning.

For camping holidays, the Guest will be asked to pay a deposit for the hire of additional equipment and facilities. The amount of this deposit is ONE HUNDRED EUROS (€100) for the hire of equipment (fridge, griddle, NESPRESSO coffee machines, sun lounger, parasol, fan, etc.), FIFTY EUROS (€50) for the hire of linen (sheets, towels, tea towels, bath mats, etc.) or a hairdryer or extension lead and ONE HUNDRED AND FIFTY EUROS (€150) for the hire of equipment and linen for the same holiday.

The full amount of this deposit will be refunded to the Guest no later than seven (7) days after their departure if the accommodation is left clean and if the rented equipment is returned in good condition and clean. A deduction may be made for any damage caused, services not paid for, equipment not returned or loss of the keys given on arrival.

ARTICLE 8 - PERFORMANCE OF SERVICES

Accommodation services are available from 5 pm for rentals, from 3 pm for pitches with private bathroom facilities and from 1 pm for other pitches. All rented accommodation and pitches must be vacated by 10 am.

Any delay in vacating the pitch or the rental will be charged at a rate of ONE HUNDRED EUROS (€100).

For rentals and pitches with private bathroom facilities, the Guest must draw up an inventory and schedule of condition on arrival, using the form provided to them on arriving. This form must be returned to reception within 24 hours of arrival. Thereafter, CAMP DU DOMAINE will consider that no problem has been found. Any complaint made more than 24 hours after arrival will not be taken into account.

An inventory and schedule of condition on departure will be done at random. The Guest must return the accommodation clean and tidy (floors cleaned, dishes washed and put away, blankets put away, bins emptied, cupboards clean, kitchen and shower room/toilet cleaned, fridge cleaned, hired equipment cleaned). Private bathroom facilities must also be cleaned (sink, washbasin, fridge, toilet, shower including plugholes, bins, floors, plancha, etc.).

If the cleaning has not been done, and after notifying the Guest, a lump sum will be deducted from the deposit in the amount of:

- €100 for accommodation
- €50 for private bathroom facilities
- €45 for planchas
- €30 for fridges hired on a pitch or in individual lockers

The full amount of the deposit will be returned to the Guest no later than 7 (seven) days after their departure if the accommodation is left clean, less any compensation deducted for any damage caused, services not paid for, equipment not returned or loss of the keys given on arrival.

ID WRISTBANDS MUST BE WORN DURING THE SUMMER SEASON.

ARTICLE 9 - FEES and MEANS OF PAYMENT:

Fees are payable at reception. The amount is set according to the rate including VAT on display.

The following means of payment are accepted at reception: Bank cards, e-holiday vouchers, cash. Holiday vouchers: holiday vouchers will only be accepted with their stub. They must be in the name (first name and surname) of one of the members of the holiday party. If the holiday is cancelled, the amount paid using holiday vouchers cannot be refunded in accordance with Article L.112-14 I. of the French Monetary and Financial Code, but will give rise to a coupon usable for a future holiday.

ARTICLE 10 - VISITORS:

Visitors must check in at reception, declare the identity of the Guest or member of staff they are visiting and pay the applicable fee, which will allow them to use the same services as the camper.

Pedlars and door-to-door salesmen are strictly forbidden from entering the campsite.

ARTICLE 11 - GUARANTEES - LIABILITY

CAMP DU DOMAINE undertakes to comply with all legislative and regulatory provisions applicable to it, and to provide the Services in accordance with the Contract. CAMP DU DOMAINE undertakes to provide the Guest with quiet enjoyment of the Services. The Guest shall also use all due care to guarantee the safety of the campsite. The Guest guarantees that the information provided at the time of booking is accurate. The Guest undertakes to comply with applicable regulations and standards, in particular health and safety rules and the maximum number of occupants, as well as the campsite rules. The Guest is responsible for looking after their personal belongings and for persons in their care, including their pet where applicable (vaccination, cleanliness and safety). The Guest is liable for the cleanliness and proper use of the Services, in particular the equipment in rented accommodation.

ARTICLE 12 - INTELLECTUAL PROPERTY - PERSONAL DATA PROTECTION

CAMP DU DOMAINE is and shall remain the owner of all its intellectual property rights, in particular the pictures and illustrations of the Services, and the CAMP DU DOMAINE trademark, logo and sign, which the Guest acknowledges and undertakes to respect. CAMP DU DOMAINE undertakes to comply with applicable statutory and regulatory provisions on the protection of personal data concerning the Guest, and in particular to apply the CAMP DU DOMAINE privacy policy. In this respect, CAMP DU DOMAINE specifies that the purpose of the processing is the performance of the Contract, for the term thereof and for the duration of the warranty and prescription periods, as well as, where applicable, the supply of information about the Services provided by CAMP DU DOMAINE. CAMP DU DOMAINE undertakes to take the necessary measures to ensure the confidentiality, integrity and security of the data collected, which will not, under any circumstances, be transferred to any third party that does not provide the same guarantees. CAMP DU DOMAINE reminds Guests that they have a right of access, correction, portability, deletion and erasure in respect of their personal data, the right to restrict and object to processing on legitimate grounds, and the right to define post-mortem directives, which may be exercised by writing to: mail@campdudomaine.com or CAMP DU DOMAINE, 2581 Route de Bénat, 83230 BORMES-LES-MIMOSAS. Guests may also lodge a complaint with the competent personal data protection authority (this authority being CNIL in France).

ARTICLE 13 - EVIDENTIAL VALUE OF ELECTRONIC DOCUMENTS

Electronic documents between the Parties shall have evidential value for the purpose of the Contract. Consequently, it is expressly agreed that, in the absence of a manifest error or proof to the contrary, the data saved by CAMP DU DOMAINE in its information system will have evidential value between the Parties in the event of a dispute.

ARTICLE 14 - TERMINATION - MEDIATION

The Contract shall terminate automatically upon completion of the Services or in the event of non-performance of an obligation referred to in Articles 2, 5, 6 and/or 7 of the Contract and after formal notice has been sent by the obligee by registered letter to the other Party and has remained unanswered for TEN (10) days following receipt, if the non-performance is reparable. The Terms are governed by French law, to the exclusion of any conflict of law which would imply the application of another law. This choice of governing law only applies insofar as it does not deprive the consumer of the mandatory consumer protection provisions applicable in the European Union Member State in which they have their habitual residence at the time of accepting these Terms.

The Guest has the right to use a mediation service free of charge. The Online Dispute Resolution (ODR) platform is available at this address: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>

The ombudsman for CAMP DU DOMAINE is SAS Médiation Solution, which can be contacted via the website www.sasmediationsolution-conso.fr or by writing to: SAS Médiation Solution, 222 chemin de la Bergerie 01800 Saint Jean de Niost. The dispute may only be examined by the consumer ombudsman if: the Guest can prove that they have previously tried to resolve their dispute directly with CAMP DU DOMAINE by sending a written complaint to the following address: mail@campdudomaine.com or CAMP DU DOMAINE, 2581 Route de Bénat, 83230 BORMES-LES-MIMOSAS and the Guest has submitted their request to the ombudsman within ONE (1) year of the date of their written complaint to CAMP DU DOMAINE.

ARTICLE 15 - GOVERNING LAW

The parties agree that this contract is governed by French law. This choice of governing law only applies insofar as it does not deprive the consumer of the mandatory consumer protection provisions applicable in the European Union Member State in which they have their habitual residence at the time of accepting these Terms.

Any dispute arising out of or in connection with the Contract between the Parties shall be submitted to the competent court, at the initiative of the first party to take action.

