

# Terms and Conditions of Sale (reservations and cancellation)

## Foreword - Scope of the Terms and Conditions of Sale

- The term "the Campsite" used in this document refers to SARL Camping des Maurettes, located at 730 avenue du Dr Lefèbvre - 06270 Villeneuve Loubet (France);

SIRET no.: 348 969 718 000 17; Intra-Community VAT : FR00348696718 ; Corporate and Trade Register number: B 348 969 718.

- These Terms and Conditions govern by right all sales of holidays made on the [www.parcdesmaurettes.com](http://www.parcdesmaurettes.com) website or made manually (by post or on site). They are an integral part of any contract entered into between the Campsite and its customers. Customers acknowledge that they have acquainted themselves with these Terms and Conditions before booking a holiday, for themselves and for anyone else participating in the holiday.

- In accordance with current law, these Terms and Conditions are made available to any customer for informational purposes prior to entering into any holiday sales contract. They can also be obtained on the website or upon simple written request addressed to the Campsite.

## Article 1 – BOOKING CONDITIONS

Booking periods	Holiday rental	Camping site
From 10 January to June	Dates at convenience, 3 nights minimum	} Dates at convenience } 1 week minimum
July – August	By the week, Saturday/Saturday only	
From September to 15 November	Dates at convenience, 3 nights minimum	
After 15 November	----	The stay can be extended according to personal agreement

• The booking takes effect only with the consent of Parc des Maurettes Campsite, after all of the required deposit (or the full amount for the stay, as the case may be) has been received, and after receipt of the booking contract, duly completed and signed (hardcopy booking), or after acceptance of the Terms and Conditions of Sale for online bookings.

• Bookings are not binding on Parc des Maurettes until the latter has accepted them, which it is free to do or to reject, subject to availability, and, in general, all circumstances that might impede execution of the booking made. Parc des Maurettes offers family-style holidays; its accommodations are specifically designed for that purpose. Parc des Maurettes reserves the right to reject any booking that conflicts with this principle or is intended to bypass it.

• The booking of a campsite or a rental is strictly personal. You may in no case sublet or assign your booking without the prior consent of the Campsite. All accompanying persons must be registered on the booking application form. The Campsite reserves the right to refuse access to groups or families arriving with a number of participants exceeding the designated capacity of the rented accommodations.

Minors must be accompanied by their parents or legal guardians.

### 1.1 - Group bookings:

- Any booking for more than 2 accommodations made by the same individual or by different individuals who know each other and are travelling together for the same reasons on the same booking dates is considered a group booking.
- The accommodations featured on the Parc des Maurettes website are intended exclusively for individual guests.
- To apply for a group booking, you must contact Parc des Maurettes by telephone or e-mail. The Campsite reserves the right to review the booking application before accepting or rejecting it.

### 1.2 - Rates and City Tax:

- The prices indicated are valid for the current year. They correspond to one night or one week, according to the package, and are in Euros, VAT included.
- If the booking is for a holiday for a subsequent year, the rate posted on the booking will be that for the year under way, but the applicable rate will be that in effect at the time of the holiday. Customers will be informed as soon as the new rate appears and may cancel their booking without charge within a period of seven days from the date on which the new rate is sent.
- The amount of the city tax is owed per adult (over age 18) and per night. The indicated rate may change in the event of a decision by the municipal government during the year (very rare). Guests' attention is drawn to the fact that the tax is not included in the price of the holiday as it is indicated on the website.

### 1.3 - Terms of Payment:

#### 1.3.1 – Deposit amount

- **A deposit of 35% of the amount of the booked services must be paid.**
- "Short Stay" exception: For a stay lasting three nights or less, the deposit amount will be 100% of the amount of the stay (exclusive of city tax).
- "Last Minute" exception: For a booking made 10 days or less prior to the arrival date, the deposit amount will be 100% of the total amount of the stay (exclusive of city tax).

#### 1.3.2 – Payment deadline

- The deadline for payment of the deposit is seven days after the booking is confirmed by the Campsite.
- If you have used online booking and paid by credit card, the Campsite will deduct the deposit when it sends you confirmation.
- In the event of a very early booking (more than three months in advance) or a very long one (stay lasting more than one month), this period may be extended and/or the payment made in instalments, with the express authorisation of the Campsite.

• When paying by post or by bank transfer, and the payment deadline is near, guests must notify the Campsite by telephone or by e-mail to facilitate the booking procedure.

• "Last Minute" exception (booking less than 10 days prior to arrival): the deposit payment deadline is changed to 0 days after confirmation of the booking by the Campsite.

#### 1.3.3 – Form of Payment

• The following forms of payment are authorised under all circumstances: Credit Card (Carte Bleue, Visa, MasterCard, Maestro), payment in cash on site and ANCV cheques.

• The following forms of payment are authorised for paying deposits and balances only when the transaction takes place at least 15 days prior to arrival: Bank transfer, cheques, ANCV cheques, postal order.

Payment by bank transfer: The transaction must be made to the following account:

Payee: SARL Camping des Maurettes  
IBAN : FR76 1460 7003 4343 0210 2697 076  
Via : BPMEG Cagnes sur mer  
BIC/SWIFT : CCBP FR PP MAR

IMPORTANT: Description/Sender: Indicate the name used to make the booking and the guest number.

#### 1.3.4 – Balance of the holiday in advance.

- Guests must pay the balance of the booked holiday (exclusive of city tax) 10 days before the arrival date.
- If the deposit paid amounted to 100% of the amount of the holiday (exceptions as per article 1.3.1), this article 1.3.4 is not applicable.

### 1.4 - No right of withdrawal:

Legal provisions relating to the right of withdrawal in the case of distance sales as established by the Consumer Code are not applicable to tourist services (article L.221-28 of the Consumer Code).

Guests have no right of withdrawal for any order for a holiday at the Campsite.

## Article 2 - CANCELLATION AND CHANGES

### 2.1 - Changing your booking

Prior to the arrival date, guests may request changes to their holiday (dates and/or type of accommodation and/or number of optional supplements) by written request to the Campsite (post or e-mail) within the limits of availability and possibility. Postponements to the following season will not be accepted. If the change is not confirmed by the Campsite, guests must complete their stay under the initial booking conditions or cancel it according to the conditions of cancellation indicated below.

- Any request for an extension of your stay will be treated according to availability and current rates.
- Any request for a reduction in the length of your stay is considered a partial cancellation. This part of the holiday will be subject to the following conditions of cancellation. Any special offers and discounts dependent on the length of the stay will also be changed for the remaining period.

### 2.2 - Unused services:

- Any interruption or shortening of your stay (late arrival, early departure) for which you are responsible will not be reimbursed.
- Arrival and departure times: see articles 3.1 and 3.3.
- Optional supplements (number of adults, children, electrical connections, bed linen rental, etc.) will be deducted from the amount of the stay according to the actual need reported upon arrival at the establishment.

### 2.3 - Cancellation by Camping des Maurettes Campsite:

In the event of cancellation by the Campsite, the cost of your holiday will be reimbursed in full in the amounts collected by the Campsite, except in cases of force majeure as defined by law (unforeseeable and irresistible outside event). This cancellation shall not give rise to the payment of damages and interest.

### 2.4 – Cancellation by the Camper : (at the Camper's request or automatically in the event these terms and conditions are breached)

• Legally, payment of a deposit binds the guest to pay the full amount of the service. However, Parc des Maurettes Campsite seeks to establish more flexible conditions and waives part of the amount owed legally except for the cancellation fees indicated below.

#### • For RENTAL ACCOMMODATIONS:

**A/ Cancellation 40 days (or more) prior to the arrival date:**

**Cancellation fee = € 52 + any bank transfer costs.**

#### **B/ Cancellation between 39 and 11 days prior to the arrival date:**

Cancellation fee = 35% of the total amount of the holiday (minimum €52).

#### **C/ Cancellation 10 days (or less) prior to the arrival date:**

Cancellation fee = 100% of the total amount of the holiday.

#### **• For CAMPING SITE holidays:**

#### **A/ Cancellation 20 days (or more ) prior to the arrival date:**

Cancellation fee = €52 + any bank transfer costs.

#### **B/ Cancellation between 19 and 11 days prior to the arrival date:**

- In the case of force majeure;

Fee identical to A/ above.

- Without force majeure:

Cancellation fee = 35% of the total amount of the holiday (minimum €52).

#### **C/ Cancellation 10 days (or less) prior to the arrival date:**

Cancellation fee = 100% of the total amount of the holiday.

#### **• Accepted cases of force majeure:**

Death or hospitalisation for a serious illness or injury (i.e., any alteration in health or any bodily injury diagnosed by a physician and requiring the cessation of all activity) of the guest, their spouse, direct ascendants or descendants, and of the persons participating in the holiday (so long as they are clearly identified in the booking request or in the contract).

• **Reimbursement:** Beyond the designated cancellation fees, any overpayments received by the Campsite will be reimbursed by cheque or credit card within four weeks from the guest's cancellation date .

#### **• IMPORTANT: Insurance cancellation:**

Parc des Maurettes Campsite does not offer any "cancellation guarantee" that would insure full reimbursement of all amounts paid. Guests are invited to contact the institution of their choice if they wish to have such a guarantee. The FFCC (Fédération Française de Camping et de Caravaning; [www.ffcc.fr](http://www.ffcc.fr)), for example, offers a solution included in its membership card.

#### **• What to do in the event of cancellation?**

=> Inform the Campsite immediately by telephone, fax or email.

=> Within 24 hours: Confirm your cancellation by sending the Campsite a registered letter with acknowledgement of receipt. Write your name, guest number, contact information, holiday dates, camping site or rental number and the reason for your cancellation. Date and sign it.

=> Within 5 days: Send the Campsite photocopies of the supporting documents needed to establish your rights. Essential supporting documents (photocopies): medical certificate specifying hospitalisation (or admission to a similar establishment); work absence certificate; attestation of hospitalisation; death certificate; ... You may be asked for additional supporting documents.

## **Article 3 – YOUR HOLIDAY**

### **3.1 – Upon arrival**

#### **• Check-in time:**

- For camping sites: The booking is valid for check-in on the specified day between the hours of 2:00 and 7:00 p.m.

- For rental accommodations: The booking is valid for check-in on the specified day between the hours of 4:30 and 7:00 p.m.

Beyond that time, Parc des Maurettes may dispose of the rental or camping site and the booking will be considered null and void: the conditions of cancellation (article 2.4) are then applicable.

Additional time may be granted on an exceptional basis if the request is received before the 7:00 p.m. deadline.

#### **• Holiday balance:**

If it has not been settled before, the unpaid balance of your holiday must be paid at the reception desk when you check in. The Campsite will check the actual services and add any supplements. The amount of city tax will also be paid upon arrival.

#### **• Security deposit:**

You will be asked to pay a security deposit when you arrive (Cabin rental: € 300. Camping site: € 0 unless equipment is loaned). The security deposit is kept until your departure to cover any amounts owed, the condition of the equipment made available, and the cleanliness of the rental or camping site. You are responsible for upkeep during your stay. The Campsite reserves the right to charge cleaning fees if you fail to keep your rental or camping site clean. Withholding the security deposit does not exclude additional compensation in the event that the fees are greater than the amount of the deposit. Return of security deposit: see article 3.3.

### **3.2 – During your stay:**

#### **• Campsite Rules:**

With or without booking, the mere fact of staying at our facility constitutes your acceptance of the Campsite Rules. These Rules are on file with the prefecture, posted at our reception desk, and a copy will be given to you upon request.

#### **• Pets (Campsite Rules excerpt):**

Pets are allowed at the Campsite (outdoor areas only) and inside rentals.

Restrictive conditions:

- All category 1 and 2 dogs are prohibited.

- Pets are not allowed in the rentals located in the Motel building.

- In all rentals, pets are not allowed access to beds, linens or blankets.

- Pets must always be kept on a leash, have an up-to-date vaccination certificate, and wear a collar with the owner's name. They must never be left alone at the Campsite, even if inside a vehicle, camping car, caravan or cabin. Waste must be picked up immediately by the owner.

#### **• Responsibilities (Campsite Rules excerpt):**

- Guests are responsible for guarding their personal effects (bicycles, etc.) and their rental or camping site: civil liability insurance is mandatory (FFCC, ANWB, ADAC, etc.). The Campsite accepts no responsibility for accidents arising from the guest's civil

liability. Each guest named in the booking contract or upon registration is responsible for disturbances and nuisances caused by the persons staying with or visiting them.

- In the event of gross negligence, breach of the booking contract and these terms and conditions, or non-compliance with the Campsite Rules, the author may be ejected without compensation and must in addition pay compensation for all damage caused.

- Management declines all responsibility in the case of theft, fire or bad weather.

- Certain activities and facilities offered by the Campsite and indicated in the description appearing in the brochure or on the website may be eliminated, particularly for weather-related reasons or in the event of force majeure as defined by French courts.

#### **• Miscellaneous notes:**

- For safety, children under the age of six may not utilise the top bunk in the rental accommodations.

- The Relax'Balnéo area (Jacuzzis, sauna...) is free of charge. Access is by authorisation only (compliance with the particular Campsite Rules, including bathingshorts prohibited and mandatory shower) and is restricted exclusively to paying guests.

## **3.3 – Check-out:**

#### **• For camping sites:**

The check-out time is 12:00 noon max. on the day indicated in the contract.

Before they leave, guests must report to the Campsite reception to ascertain whether any amounts are owed, to return lent equipment, and to receive any returned security deposits. The Campsite may also check the condition of the site (cleanliness, damage).

#### **• For rental accommodations:**

The latest check-out time is 9:30 a.m. on the day indicated in the contract.

The accommodations will be vacated in a perfectly clean condition, and the inventory will be checked when the keys are returned. You will be charged for any broken or damaged items, and for restoring the premises to their original condition, if necessary. Cf. article "3.1 – Security Deposit"

If guests are departing outside of Reception hours, they must inform Reception of this the night before to determine feasibility and procedure. The security deposit will be returned by post or as you wish after the premises have been checked by the Campsite.

#### **• Non-compliance with check-out times:**

Guests who return their key or free up their premises after the time indicated above will be billed for an extra night. Extensions of your stay must be arranged at least 24 hours prior to your scheduled departure.

## **Article 4 – INFORMATION TECHNOLOGY AND FREEDOM**

The information you communicate to us when booking or when registering at the Campsite will be treated by Parc des Maurettes Campsite as confidential. It will be utilised only in three possible ways (any third party is excluded):

- Primarily, the Campsite's internal departments will use the data to process your order and for any subsequent service offers.

- On rare occasions, the data may be sent to the "Camping Qualité" organisation, of which the Campsite is a member, for statistical purposes and targeted and limited commercial offers.

- Exceptionally or at the request of the authorities, the data may be sent to law-enforcement agencies or used in urgent proceedings involving personal safety. Furthermore, the online booking information passes through our service provider, SecureHolidays-CToutVert, for which or Campsite declines all responsibility regarding the use made of same. We undertake to keep you informed in the legal notices on this platform.

In accordance with the Information Technology and Freedoms Act of 6 January 1978, you have a right to access, correct and eliminate personal data concerning you. To do so, you need only submit a request by post.

## **Article 5 – IN CASE OF DISPUTE**

• **5.1 - Claims:** In any case of dispute or dissatisfaction regarding the commercial services of the campground before, during and after his stay, the customer is asked to write his suggestions and/or claims : on paper dated, signed and deposited at the reception of the campground, in the box located outside the reception, or by regular mail ; or by e-mail. This mail will be transmitted to the Management of the campground. To be treated efficiently, the document has to include imperatively the name, the address and contact details of the client, as well as the dates of his stay and all details allowing to identify properly the context.

• **5.2 - Mediation:** The french Consumer code (art.L612-1 and following) chooses the mediation as instrument in case of consumer dispute. Before every judicial procedure, the client is asked to follow the procedure in contacting the attributed mediator. According to the law, the campground Parc des Maurettes has signed a convention with the following approved center : CM2C – Centre de Médiation à la Consommation de Conciliateur de justice – 14, rue St Jean – 75017 Paris. Web : [www.cm2m.net](http://www.cm2m.net)  
In case of online reservation only, see the official European website: [ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr)

• **5.3 - Jurisdiction:** These terms and conditions are subject to French law, and the Antibes (France) commercial court has sole jurisdictional competence. Only the French versions of our terms and conditions and contracts represent our undertakings. Any ambiguities in the translation into foreign languages are not intended.