

General terms and conditions of sale

The campsite is open from 1st May to 30 September with 24-hour service. We do not have either mobile homes or chalets on the campsite. The opening date for reservations is indicated on the website and is possible until 30 June for bare plots and 31 August for rentals. Arrivals and check outs must be during reception opening hours.

In order to benefit from the services provided by the campsite, you must read and accept these general terms and conditions. Any stay in the campsite implies the unreserved acceptance of the conditions.

Cap de l'Homy campsite offers:

- An area for motor homes,
- A campsite area for tents, motor homes, camper vans and caravans,
- Nature Lodges.

Two axle vehicles (caravans, motor homes, etc.) and heavy vehicles are not compatible with the type of terrain

1. Motor home area (cannot be booked in advance):

The basic rate includes a bare pitch for 1 or 2 people. 6A electricity connection is included. 6 people maximum (price supplement) on the pitch (including children and babies). There cannot be more than one vehicle per pitch on a "motor home" pitch,.



The following are tolerated:

- Additional trailers, which must be reported to reception for approval,
- Pop-up rooves on vans (with inside access),
- Awnings/canopies as well as open pergolas without walls or mosquito nets.



The following are prohibited:

- Caravans
- Additional vehicles (except 2-wheel vehicles),
- Tents: tents adjoining the vehicle, roof tents with outside access dog tents, toy tents, storage tents, solar protection tents, etc.
- Awnings, tarpaulins, vertical walls (including mosquito nets), screens,
- Outside kitchens.

Should you have any doubts regarding your equipment, please see reception.

A shower block is provided for the motor home area. A washing-up stand and a service point are also available and included in the set price.

2. Camping pitches (tents and caravans/motor homes):

The basic rate⁽¹⁾ comprises the bare pitch for 1 or 2 people.

On a tent pitch there should be no more than 3 small tents and a small car.

On a caravan pitch there should be no more than one caravan or accommodation vehicle⁽²⁾, a small tent and one car (if authorised by the campsite, additional small tents – within reasonable limits and in compliance with the safety instructions – may be installed, extra charges will be applied for additional people).

On all plots there should be no more than 6 people, including children and babies.

An additional car per pitch (supplement payable) may be tolerated (provided that both cars are parked on the pitch without impeding traffic). All vehicles (including those parked in the car park) must be notified at reception (licence plate and holiday dates), as well as any changes of guests.

(1) Access to the service point situated in the motor home area is included in the basic campsite and motor home rate.

(2) An accommodation vehicle = used for sleeping.

3. Nature Lodges (by reservation only):

Weekly rental, from Saturday 5pm to Saturday 10am, from Wednesday 5pm to Wednesday 10am (see rental rates and periods), with a maximum of 5 people per Lodge.

Strictly prohibited in the rental area and inside the accommodation:

- Animals,
- 2nd car, motor homes, campervans or equipped vehicle,
- Tents.

Arrivals are from 5pm and during reception opening hours.

Departures, following an inventory, are between 8.30am (9am in May) and 10am on the Saturday or Wednesday of departure or during opening hours in the event of an early departure.

In the event of damaged or missing items, a deposit will be kept in addition to the total cost of the stay (see rates). Clients may also replace broken or damaged items themselves with an equivalent item from a shop. In the case of more serious damage, the client may be asked to pay the cost of the repairs on presentation of the repair bill.

Gas and electricity in the lodge are included in the rental price.

4. Booking:

Admin fee: 30 €

Two thirds of the bare pitches and 15 rentals are available for booking:

Reservations (see opening date on the website) are possible until June 30 for camping pitches and until August 31 for rentals.

Bookings must be made by an adult who will be responsible for and present on the pitch for the full duration of the stay: it is therefore forbidden to book for a third party. Our organisation is based on the following system: 1 booking = 1 family = 1 pitch = 1 payment. Please send your booking request via our website using the specific booking module.

We do NOT accept bookings by telephone, e-mail or letter.

To make a booking:

1. Enter all the information requested, namely number of people and equipment (very important in order to be allocated a suitable space).

2. You will see the cost of your stay directly online (according to the information you have entered).

It is the client's responsibility to check that the information entered on the booking request is correct (number of people, category of pitch, holiday dates, price, etc.) and to correct any errors before confirming acceptance by paying the deposit.

3. After sending your request, an e-mail acknowledging receipt will be sent to you automatically.

4. Your request will be processed by the campsite (within approximately three weeks during the busy period of January-February):

- it may be refused if the campsite is fully booked for the period in question or if the equipment is incompatible with the category of pitches that are available.

- if it is accepted, you will receive a quote setting out the dates of your stay and the allocated pitch/lodge number. It will also indicate how to pay your deposit.

5. To validate the quote, and thus your reservation, you must pay:

- online (hyperlink given on the quote) – check with your bank that your bank card is 3D-Secure compatible.



N.B:

- **It is not possible to pay by IBAN.**
- Pitches in the campsite are allocated according to our booking schedule, your holiday dates and the number of people (not according to the size of your equipment).
- Please note, payment of the deposit is binding, it constitutes a contract between the campsite and the client, no changes of pitch/accommodation will be accepted after payment of the deposit. When you book, you undertake to pay for all the nights reserved. No refund will be possible, with the exception of the cases provided for in our terms and conditions.

5. Non-bookable Pitches (cannot be booked in advance):

It is possible to obtain a non-bookable pitch subject to availability.

These spaces will also be allocated according to:

- the type of material (not according to size),
- the number of people,
- and in order of arrival at reception.

The adult booking the pitch must go to reception in person with their identity card and that of each participant as well as their licence plate number. **It is forbidden to take the place for a third party.**

6. Rates

The rates are voted by the Municipal Council of Lit et Mixe . The prices shown include VAT and they are displayed at reception and on our website. The tourist tax, which is voted by the Côte Landes Nature joint-Community Council must be paid in addition to the rates indicated.

Rates include access to the shower-blocks, the playground and service area, and hot water.

Additional charges apply for items detailed in the price list (e.g., additional people – within authorised limits – pets, etc.).

A deposit will be requested for: loan of a European adaptor-plug, fridge rental, use of a phone charger box, rental accommodation... It will be billed for in the case of damage or breakage, loss of keys, etc.

7. Payment:

7.1. Terms and Conditions of sale:

Booking fee.....30€ ⁽³⁾

Booking deposit.....25% ⁽⁴⁾ of the total amount (incl. VAT) of the quote (net of tourist tax).

On payment, you implicitly accept the terms and conditions. The payment must be made:

- by credit card (using the hyperlink in the quote),
- or by French cheque⁽¹⁾

⁽¹⁾ Cheques should be made out to “Regisseur des recettes du camping du Cap de l’Homy”.

7.2 Balance (to be paid on site at the end of your stay):

This covers the balance for your stay and any additional people and/or cars, as well as the tourist tax:

You may pay:

- in cash,
- by credit card (Maestro, Mastercard, Visa, Visa Electron...).
- American Express not accepted.
- or with a French cheque.

Please note: For stays booked in advance (campsite pitches and Lodges): if you decide to leave before the end of your stay, or in the case of an early departure on the initiative of the campsite manager or her representative, you will be liable for the full amount of your stay (i.e. you must pay for all the nights initially included in your reservation).

Payments by bank transfer or IBAN are not possible.

7.2.1 For pitches:

Payment should be made preferably the day before your departure, or on the day of departure before 12 (noon).

7.2.2 For rentals:

Payment to be made after the inventory, between 8.30am (9am in May) and 10am on the Wednesday or Saturday of departure or during reception opening hours if you are leaving early (see reception).

You must, the day before your departure at the latest, make an appointment at reception for a departure inventory. This inventory is done once the occupants have removed their belongings from the rental property and finished cleaning it. Possible time slots for the inventory: every 10 minutes from 8.30am (9am in May) to 10am.

7.3. Cancellation and refunds

➤ Cancellations by clients

⁽³⁾ Under no circumstances can the booking fee be returned to the client.

⁽⁴⁾ The deposit may be returned to the client if:

- The client provides documentary evidence by recorded delivery within the given deadline (see below), the date on the letter being taken as proof. (Examples of documentary evidence: medical certificate signed and stamped by the doctor, accident certificate, accident statement, etc.).

- ☑ If the cancellation request (receipt of the refund file with documentary evidence) is received at least one month before the date of arrival (start of reservation), as evidenced by postal stamp.
Example: if the reservation starts on 20 July, the postal stamp must be 20 June at the latest.

To facilitate the procedure, please contact the campsite reception by e-mail to find out which documents are required for the refund (forms to be completed, bank details, medical certificate, etc.). These documents are essential for refunds to be validated by the Tax Collector's Office.

➤ **Cancellations by the campsite**

The campsite reserves the right to cancel your holiday for reasons beyond their control or fortuitous events that could affect participants' safety. Except in cases of "force majeure" for safety reasons, the client will be fully refunded any amounts paid in compliance with article R132-2 of the Consumers' Code. However, this cancellation cannot give rise to the payment of damages. In the events of expulsion for non-compliance with the regulations or the GTC, no refund will be made.

➤ **Right of withdrawal**

In compliance with article L.121-19 of the Consumers' Code, the campsite informs its clients that the sale of its accommodation services for a specific date, or according to a specific periodicity is not subject to the provisions relating to the 14-day withdrawal period.

8. Campsite regulations and other contractual documents:

By confirming their reservation, clients acknowledge that they have read the campsite's internal regulations and all the contractual documents to which they are subject in the context of their pitch or rental accommodation. They accept the terms of these regulations and acknowledge their contractual character. They undertake, on behalf of themselves and their beneficiaries, to respect the terms of the regulations. In the case of any serious or repeated infringement of the aforesaid regulations, the campsite may cancel the rental without compensation as indicated in the rules and regulations. In the event of a criminal offence, the campsite may call the police and/or terminate the client's stay without compensation. This applies in particular to people who contravene the contractual stipulations regarding noise and traffic at night, the declaration of false information when registering or, in general, any person who behaves disrespectfully within the campsite.

The campsite reminds you that minors cannot stay without a parent or legally responsible adult being present for the entirety of their stay. Minors are under the responsibility of the adults accompanying them.

Since bookings of a campsite pitch or accommodation are nominative, they cannot be sublet or sold.

- Civil liability: the campsite has civil liability insurance for all bodily, material and immaterial damage for which it could be held liable. The claimant must provide formal proof of such damage. The Campsite declines all responsibility in the case of theft, damage to tents or caravans/motor homes or their contents, in the case of hazards related to the natural environment: pine cones falling, resin, flooding of installations and weather-related events, etc.

On arrival at the campsite, clients must have:

- valid civil liability insurance,
- insurance for the equipment put at their disposal by the campsite, and be able to produce these insurance certificates if asked.

You are reminded that the car park is not guarded and that parking is at the user's own risk.

9. Consumer mediation :

In the event of a dispute and after having referred the matter to the professional's customer service, any customer may refer the matter to a consumer mediator, within a maximum period of one year from the date of the written complaint, by registered letter, to the professional.

The coordinates of the mediator likely to be seized by the customer are as follows

BAYONNE MEDIATION

3 rue du Hameau

64200 BIARRITZ

10. Arrival/departure time:

9.1. Arrivals:

See our opening hours: <http://www.camping-cap.com/infos-pratiques/>

- Pitches: from 2pm and until reception closes,
- Nature Lodges: from 5pm until reception closes.

9.2 Departures

- Pitches: before 12 noon, from 8.30am (9am in May) in the case of payment on the day of departure,
- Nature Lodges: between 8.30am (9am in May) and 10am on the Wednesday or Saturday of departure, after the inventory, or during reception opening hours in the case of early departure (see reception).

An additional night will be billed for any departure after this time.

11. No-shows at the Campsite:

If a client does not arrive within 24 hours for a pitch or accommodation and does not contact the campsite (preferably by email), the campsite reserves the right to offer their pitch/accommodation to someone else.

In this case we will retain the booking fee and the 25 % deposit in application of our terms and conditions of sale.

12. Access to the campsite or booking refused:

Management reserves the right to refuse access/booking to those who have not respected the general terms and conditions of sale and the regulations, or who have failed to make the correct payment (including in previous years).

You thus accept all these general conditions of sale and booking, recorded by Cap de l'Homy municipal campsite and agree to comply with the campsite regulations.

13. Information technology and freedom of image rights:

- The information that you communicate to us with regard to your stay will not be transferred to any third party. This information will be considered confidential. It will only be used by the campsite to process your stay and to personalise communication with our customers. In compliance with the European regulations on data protection, you have the right to access, rectify and oppose personal data about yourself. To do this, simply send a written request to the following address indicating

your last name, first name and address:

Camping du Cap de l'Homy 600 avenue de l'Océan – 40170 Lit et Mixe.

- During your stay, you may be photographed or filmed and appear on our advertising media. If you wish to refuse, please inform us by registered letter, together with a copy of your identity card.

Le Cap de l'Homy, 26/10/2021