

General Terms and Conditions of Sale

The Municipal Campsite of Cap de l'Homy is open from 1st May to 30 September with 24-hour service. The opening date for reservations is indicated on the website and is possible until 30 June for bare pitches and 31 August for rental accommodation.

The Campsite is managed by the Municipality. Rates are voted on each year by the elected Council. It is therefore not possible to obtain a discount or rebate. Moreover, as the finances are controlled by the Tax Office, all transactions must be rigorously carried out. Please make sure you declare all members of your group, vehicles and equipment correctly.

Cancellations and reimbursements are also rigorously controlled by the Tax Office who may demand specific proof and punctual payment.

In order to benefit from the services provided by the campsite, it is essential you read and accept these General Terms and Conditions of Sale. Any stay on the campsite implies the unreserved acceptance of these 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 (rental accommodation).

Pitches with electricity (Campsite and Motor Home Area) are equipped with European plugs, we therefore advise you to bring your own adaptor plug (also on loan at Reception in a limited quantity) and a 25-metre extension lead

Arrival and departure dates are flexible and unlimited for the Motor home Area and Campsite (depending on availability). Arrivals and check-outs must take place during reception opening hours.

We do not have either mobile homes or chalets on the campsite.

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

1. Motor home area (non-bookable in advance):

The basic rate includes a bare pitch for 1 or 2 people. A 10A electricity connection is included. 6 people maximum in total on the pitch, including children and babies (price supplement for each person in addition to the 2 included in the basic rate). 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,
- Two-wheelers (pushbikes, electric bikes, mopeds, scooters...)
- Pop-up roofs 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-wheelers),
- 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.

An independent 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 a 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 (with supplement) 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.

Please ask at Reception if you have any doubts concerning your equipment and whether it is authorised. A recap is available on our website under the thumbnail “useful documents”.

⁽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 = car/van used for sleeping in.

3. Nature Lodges (by reservation only):

Please check rates and rental periods on our website.

Maximum of 5 people per Lodge. Weekly rental:

- from Saturday 5pm to Saturday 10am
- from Wednesday 5pm to Wednesday 10am

Strictly prohibited in the rental area and inside the rental accommodation:

- Animals,
- 2nd cars, motor homes, campervans or vehicles used for sleeping in,
- Tents...

Arrivals are possible from 5pm and during reception opening hours.

On entering the rental accommodation, the customer must check the inventory list posted inside the door with the contents of the accommodation and point out any discrepancy immediately to Reception Staff.

Departures, following the 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 this case, please check with the Reception the feasibility).

In the event of damaged or missing items, a security deposit will be retained in addition to the total cost of the stay (see rates). Customers 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:

Booking fee: 30 € (See § Conditions of Sale 9.1)

Two thirds of our 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 a responsible adult who will be present on the pitch for the full duration of the stay: it is therefore forbidden to book for a third party. Indeed, our booking system is as follows: 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, email or letter.

➤ **To make a booking:**

1. Enter all the information requested: the number of people and type of camping equipment are ESSENTIAL (these will allow us to allocate 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:
 - it is incomplete
 - the campsite is fully booked for the period in question
 - the camping equipment is incompatible with the category of pitches that are available
 - the customer or another member of the group has previously not complied with the rules and/or been in conflict with the campsite staff: payment default, inappropriate or dangerous behaviour incompatible with the Campsite rules and regulations...
- 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 therefore your reservation, you must pay:

- online (hyperlink given in 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 on the campsite are allocated according to our booking schedule, your holiday dates and the number of people (and NOT according to the size of your equipment).
- The Campsite reserves the right to change the customer's pitch number or rental accommodation in case of absolute necessity or any other serious problem.
- For safety reasons and insurance purposes the Campsite reserves the right to refuse entry to groups of customers larger than the authorized number of people per pitch or rental accommodation. If this rule is not observed then the customer will be required to pay the additional cost of the stay per extra person and will be immediately evicted from the campsite.

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 camping material (not according to size),
- the number of people,
- and by 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 stand in line for a third party.**

6. Entry Conditions

In the case where a customer or a member of their group has not respected the General Terms and Conditions of Sale or Rules and Regulations prior to their current stay the Campsite reserves the right to refuse them entry to the campsite and/or the booking system for an unlimited duration.

7. Pets

Pets are only accepted on the campsite and in the Motor Home Area for a daily fee per pet and provided they have proof of an up-to-date rabies vaccine (vaccination certificate required) and remain at all times under the responsibility of their owners (see Rules and Regulations). Please note that all animals are strictly forbidden inside the Nature Lodges and surrounding area.

8. 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 (eg. additional people – within authorised limits – pets, etc.).

The Campsite reserves the right to charge for the total number of people included in the booking, validated by payment of the deposit, if they detect a fraudulent attempt to obtain a bigger pitch.

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 retained in the case of any damage or breakage, loss of keys, an uncleaned lodge etc.

9. Payment:

9.1 Terms and Conditions of sale:

Booking fee.....30€ ⁽³⁾

This booking fee will be charged for each stay booked (a booked stay has been the object of a booking request, a quote and payment of a deposit). The booking fee is charged in addition to the basic rate. Customers occupying non-bookable pitches are not concerned by the booking fee.

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). A deposit invoice will be sent to you by email or by post on simple request

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

This covers the balance of 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 cards are not accepted.
- By cheque drawn on a French bank

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 (ie. you must pay for all the nights initially included in your reservation). The Campsite will be free to dispose of your pitch/lodge as they see fit and may rent it out again as soon as you leave.

NB. Payments by bank transfer or IBAN are not possible. Payment by the customer will become final once the total amount due has been paid. In the case of late payment, a fixed forfeit of 40€ TTC may be charged by the Campsite with no further formalities or prior notice.

9.2.1 For pitches:

Payment should be made preferably the day before your departure, or on the day of departure **before** 12 (noon). In the case of departure after midday you will be charged for an additional night.

9.2.2 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 wish to leave earlier (see reception).

You must make an appointment at reception the day before your departure at the latest, for a departure inventory time slot. 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. In the case of departure after 10 am you will be charged for an additional night. The accommodation will be left in the same state of cleanliness as on arrival. Failing this, the client must pay a fixed sum for cleaning (deposit of 45 €)

9.3 Cancellation and refunds

➤ Cancellation by clients

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

⁽⁴⁾ In case of cancellation the Campsite may refund the deposit in the following circumstances only (for cases related to the pandemic see § 9.4):

- The client provides documentary evidence by recorded delivery within the given deadline (see below), the date stamp on the envelope being taken as proof. Examples of documentary evidence: medical certificate signed and stamped by the doctor, accident certificate, insurance certificate (fire, burglary, explosion...), death certificate of either the customer, their spouse or child. Each certificate must be signed and stamped by the relevant authorities.

and

- 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) by registered post with acknowledgement of receipt, the date stamp on the envelope being taken as proof. Example: if the reservation starts on 20 July, the postal stamp must be 20 June at the latest.

To facilitate the procedure, please contact 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.

➤ Cancellation by the campsite

The Campsite reserves the right to cancel your holiday for reasons beyond their control or fortuitous events that could affect campers' safety. For any cancellation on the part of the Campsite, except in cases of "force majeure" or because of the pandemic, or because the client has breached the campsite rules and regulations, the client will be refunded in full. However, this cancellation cannot give rise to the payment of damages. In the event 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.

9.4 Cancellation in the case of a pandemic:

Exceptional refunds (waivers) may be possible in addition to the usual refund conditions as cited in §9.3 « Cancellations and refunds » here below:

9.4.1 In the case of administrative closure of the Campsite:

In the case of a total or partial closure of the Campsite during a customer's reserved stay dates (to which a total or partial ban on public presence is associated and by which the customer is affected) decided on by the authorities and which is not attributable to the Campsite, the customer will receive a full refund of any payments made towards their reservation.

The Campsite will not however be liable for any payment of damages in addition to any monies paid towards the reservation of the stay.

9.4.2 Impossibility for the customer to take advantage of their reservation:

- **In the case where a customer cannot be vaccinated for medical reasons:**

If the customer cannot be vaccinated against COVID 19 (for medical reasons only) they may request a refund of their deposit if they can supply a stamped and signed medical certificate sent by registered post with acknowledgement of receipt as proof. The booking fee will not be refunded.

- **In the case of infection by COVID 19 :**

Any cancellation justified by the fact that the customer has contracted COVID 19 (viral infection) or any other infection considered relevant during the pandemic, and is thus unable to take advantage of their stay at the planned dates will give rise to a refund of the deposit. The booking fee will not be refunded. The customer must, in any case, supply a stamped and signed medical certificate from the relevant authorities justifying their request for a refund.

- **In the case of restrictions of movement (government measures):**

In the case where the customer is obliged to cancel the whole of their stay due to Government measures forbidding them from travelling to the campsite (general or local lockdowns, restrictions on movement, international border closures), even if the Campsite is capable of welcoming customers, they will be eligible for a refund of any monies paid in advance. The booking fee will not be refunded. The customer must, in any case, justify the reason for their refund request.

- **In the case of holiday dates altered by the customer's employer due to the COVID 19 crisis**

In the case where the customer's employer or the employer of a declared member of the customer's group changes their holiday dates for reasons due to the COVID 19 crisis, the customer may request either new stay dates (if this is possible for the Campsite, depending on availability) or a refund of their deposit, if they can supply a **stamped and signed** certificate from their employer sent by registered post with acknowledgement of receipt stipulating the changes made.

For each of these exceptional cancellation requests please contact reception by email giving your customer number in order to receive a full list of necessary documents and forms to be completed.

9.5 Summary of possible refund requests:

9.5.1 Reminder of general refund requests found in Terms and Conditions of Sale

Case / conditions :	Documents required to complete the file:	Time limits and conditions. See details in § « Cancellations and refunds » :
<ul style="list-style-type: none"> • Medical reasons (other than COVID) 	<ul style="list-style-type: none"> • Stamped and signed Medical Certificat • IBAN file (to be requested by email from the Campsite) 	Inform Reception then send the completed file by registered post with acknowledgement of receipt at least 1 month before the arrival date
<ul style="list-style-type: none"> • Incidents/natural disasters: accidents, fire, burglary, explosions, flooding... 	<ul style="list-style-type: none"> • Insurance Certificate • IBAN file (to be requested by email from the Campsite) 	Inform Reception then send the completed file by registered post with acknowledgement of receipt at least 1 month before the arrival date

9.5.2 Exceptional refund requests due to the COVID 19 Pandemic

Case/conditions :	Documents required to complete the file :	Time limits and conditions. See details in § 9.4 « Cancellations due to the pandemic »
Person unable to be vaccinated for medical reasons	<ul style="list-style-type: none"> • <u>Stamped and signed Medical Certificate</u> • IBAN file (to be requested by email from the Campsite) 	No time limit. Inform Reception and send completed file by registered post with acknowledgement of receipt
Customer or member of their group whose holidays have been changed or cancelled by their employer	<ul style="list-style-type: none"> • <u>Stamped and signed Employer's Certificate</u> • IBAN file (to be requested by email from the Campsite) 	No time limit. Inform Reception and send completed file by registered post with acknowledgement of receipt
Closed borders or government restrictions on movement	<ul style="list-style-type: none"> • Copy of passport/identity card • IBAN file (to be requested by email from the Campsite) 	No time limit. Send requested documents to Reception by email.
Customer or member of their group infected with COVID	<ul style="list-style-type: none"> • <u>Stamped and signed Medical Certificate</u> indicating the name of person infected. • IBAN file (to be requested by email from the Campsite) 	Inform Reception. No time limit. Send requested documents by email.

10. 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 the members of their group, 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 stay/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 customer'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 one of their parents or a legally responsible adult designated by one of their parents being present for the entirety of their stay. Moreover, the Campsite's official 'Parental Discharge' form must be requested **PRIOR** to the minor's arrival and returned fully completed and signed by email to Reception: contact@camping-cap.com **BEFORE** the beginning of their stay. The Parental Discharge must be accompanied by a copy of at least one of the parent's passport or identity card.

Minors are under the full 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: falling pine cones, 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 on request.

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

11. Consumer Arbitration:

Forms are available at Reception for complaints and suggestions. All complaints concerning breaches of the Campsite's Terms and Conditions of Sale or Rules and Regulations may be sent to the Campsite by registered post with acknowledgement of receipt.

Any dispute arising from services purchased in application of the Campsite's present Terms and Conditions of Sale, concerning either their validity, their interpretation, their execution, their cancellation, their consequences and their resulting situation, and which cannot be resolved between the Campsite and the Customer, will be referred to the competent courts and dealt with according to common law.

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 arbitrator within a maximum period of one year from the date of the written complaint, sent by registered letter with acknowledgement of receipt to the professional concerned.

The contact details of the arbitrator likely to be seized by the customer are as follows

BAYONNE MEDIATION
3 rue du Hameau
F-64200 BIARRITZ

12. Arrival / Departure times:

Arrivals and check-outs must take place during reception opening hours

12.1 Arrivals:

See our opening hours: <http://www.camping-cap.com/useful information/>

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

12.2 Departures

- Camping Pitches: before 12 noon, from 8.30am (9am in May) in the case of payment on the day of departure. Any time after 7am in the case of payment made on the previous day (barriers open from 7am – 10pm)
- Nature Lodges: between 8.30am (9am in May) and 10am on the Wednesday or Saturday of departure, after the inventory (see § 9.2.2) and during Reception opening hours. In the case of early departure please consult staff at Reception. In the case of late departure an additional night will be charged.

13. No-show or late arrival at the Campsite

13.1 Late arrival at the campsite:

Reception must be informed of late arrivals by 8pm at the latest on the planned day of arrival (preferably by email and giving your customer number).

13.2 No-show :

If a customer does not arrive within 24 hours for a pitch or rental accommodation and does not contact the campsite (preferably by email and with their customer number), 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 (payments made on booking) in application of our terms and conditions of sale.

14. 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 Campsite regulations or who have failed to make the correct payments on time including during previous years.

15. 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 full name and address:

Camping du Cap de l'Homy, 600 avenue de l'Océan – F-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.

Further information is available on our website.

16. Applicable laws - language

The present Terms and Conditions of Sale and any resulting operations are regulated by and subject to French Law.

The present Terms and Conditions of Sale have been written up in the French language. Should they be translated into one or more foreign languages, only the French text will prevail in the event of a dispute.

The present Terms and Conditions of Sale are available at any time on our website (click on the “useful documents” thumbnail) and will prevail over any other version or other official document. The version applicable to all customers is to be found on our website under “useful documents”).

You therefore fully accept these General Terms and Conditions of Sale and Booking, registered by Cap de l'Homy Municipal Campsite and agree to comply with the Campsite's Rules and Regulations.

Lit Et Mixe, 15/11/2022