

General Terms and Conditions of Sale

The Municipal Campsite of Cap de l'Homy is open from 2nd May to 30th September with a member of staff present onsite 24 hours a day. The opening date for bookings (or pre-bookings) is indicated on the website. Bookings⁽¹⁾ are possible for the current year until 30th June for bare pitches and 31st August for rental accommodation. Pre-bookings⁽¹⁾ are possible from May to September 30th for the following year (see documents and confirmation of dates on our website). 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 our 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 at a specific date and on first request without delay.

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 as well as the Campsite Rules and Regulations governing any stay (previously booked or not) on the campsite. Any stay on the campsite (booked, pre-booked or non-booked) implies the unreserved acceptance of these General Terms and Conditions of Sale as well as the Campsite Rules and Regulations.

Any booking and payment of the deposit or full amount of the stay implies express acceptance by the customer and accompanying persons of all of the provisions laid out in both these General Terms and Conditions of Sale as well as in the Campsite Rules and Regulations which will be enforceable against the client and accompanying persons.

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 Motorhome 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 Motorhome Area and Campsite (depending on availability). Arrivals must take place during reception opening hours. Departure from a camping pitch may take place as soon as the barriers open if the stay has been fully paid-up the night before. For Nature lodges see conditions below.

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⁾ *according to availability*

1. Motorhome 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 "motorhome" 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.
- Tarpaulins, awnings with vertical walls (including mosquito nets), screens,
- Outside kitchens
- Pet enclosures

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⁽²⁾ comprises a bare pitch for 1 or 2 people.

On a tent pitch there should be no more than 3 small tents and one vehicle. On a caravan pitch there should be no more than one caravan **OR** accommodation vehicle⁽³⁾, 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. One or two additional cars per pitch (with supplement) may be tolerated (provided that all cars are parked on the pitch without impeding traffic). All vehicles (including those parked in the car park) must be immediately notified at reception (licence plate number and stay dates), as well as any changes in the number of participants. Any undeclared change in the number of participants may result in the immediate expulsion from the campsite and the refusal of any future stay (see Campsite Rules and Regulations)

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”.

⁽²⁾ Access to the service point situated in the motorhome area is included in the basic campsite and motorhome rate.

⁽³⁾ An accommodation vehicle = car/van used for sleeping in.

3. Cyclist / hiker pitches:

These pitches are reserved exclusively for cyclists and hikers, i.e. without motor vehicles. They benefit from a special rate. This dedicated rate only applies to pitches designated as ‘bike/hiker pitches’. If these pitches are already fully occupied, as stocks are limited, other pitches may be offered (subject to availability) but at the ‘normal’ rate.

For example, if cyclists or hikers arrive when the cyclist/hiker area is full, they will be redirected to a 'tent' pitch at the corresponding rate. This cyclist/hiker area is a shared area, which means that reception may group cyclists and hikers together, within the limit of 6 people per pitch (including babies), even if they are not from the same family. You may therefore be required to share this pitch with people you do not know.

4. Nature Lodges (rental accommodation by reservation only):

Please check rates and rental periods on our website.

Maximum of 5 people per Lodge (including babies). 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:

- Pets,
- Additional cars, motorhomes, campervans or vehicles used for sleeping in,
- Tents : tents adjoining the vehicle, roof tents with outside access, dog tents, toy tents, storage tents, solar protection 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 reception opening hours in the event of an early departure (in this case, please check feasibility with Reception).

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). Clients may also replace broken or damaged items themselves with an equivalent item from a shop. In the absence of cleaning or insufficient cleaning, a specific deposit may be retained (see rates). In the case of more serious damage, the client will be asked to pay the cost of the repairs on presentation of the repair bill by the campsite.

If the lodge is left dirty at the end of the stay, the client may be denied any future access to the lodges for as long as management sees fit and with no set time limit.

Gas and electricity consumption in the nature lodges is included in the rental price.

5. Bookings and pre-bookings :

Booking fee: 30 € (See Conditions of Sale §10.1)

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

- **For the current year ('y')**: booking requests are only possible via our online booking procedure (operational in general during the second half of January, see opening date on our website) and until:
 - June 30th for camping pitches⁽¹⁾
 - August 31st for rental accommodation⁽¹⁾

- **For the following year ('y + 1')** : pre-booking requests are possible for the year 'y + 1' from May (see exact date on our website) and until 30th September of the current year ('y'). The pre-booking form is available on our website under the "Bookings" thumbnail and in the downloadable documents (PDF) on the "Practical Information" page or available at Reception. In order to make a pre-booking you must be certain of your stay dates and be able to fill in all the information requested in a legible manner.

Bookings and prebookings 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.

It is not possible to make several bookings for the same period with the same participants and/or overlapping dates.

Indeed, our booking system is as follows : 1 booking = 1 family = 1 pitch = 1 payment. We will NOT accept bookings for the current year ('y') either by telephone, by email or by post but solely via our online booking procedure.

For bookings and pre-bookings, please see more details under the « Bookings » thumbnail on our website.

⁽¹⁾ *according to availability*

□ To make a booking for the current year ('y') via our online booking procedure:

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 pitch). If the information you provide is insufficient and the pitch proves to be incompatible with your equipment – due to a lack of adequate description – you run the risk of not being able to use the pitch, losing your deposit and your booking, and having no alternative solution available. (see §10.3)

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, prices, etc.) and to correct any mistakes before confirming acceptance by paying the deposit.

3. After sending your booking request, an e-mail acknowledging receipt will be sent to you automatically (you must check you have received this confirmation (spam box etc.). If you do not receive a booking confirmation = we have not received your booking request, please renew the procedure.

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, or
 - the campsite is fully booked for the period in question, or
 - your camping equipment is incompatible with the category of available pitches, or
 - the customer, or another member of their group, has, during the booking procedure or a previous stay, not complied, in any way, with basic rules of civil behaviour, our General Terms and conditions of Sale and/or our Rules and Regulations... see §7 Entry conditions
- if your booking request is accepted, you will receive a quote setting out the dates of your stay and the allocated pitch/lodge number. **Please check this document very carefully (you will not be able to make any changes after paying the deposit).** It will also indicate how to pay your deposit.

5. To validate the quote, and therefore your reservation, you must make the payment:

- online (hyperlink given in the quote) – check with your bank that your bank card is 3D-Secure compatible.
- by cheque (drawn on a French bank account only).



N.B : It is not possible to pay by IBAN.

- ❑ Pitches on the campsite are allocated according to our booking schedule, the type of pitch compatible with your camping material, your holiday dates and the number of participants (and NOT according to the size of your equipment).
- ❑ The Campsite reserves the right to change the customer's pitch number or rental accommodation with no compensation in the event 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 who do not comply with the entry conditions or category of pitch such as in a group larger than the authorized number of people per pitch or rental accommodation or with a pet when these are prohibited in the rental area (nature lodges). If these rules are not observed without prior agreement, then the customer and any participants will be required to pay the additional cost of the stay per extra person/pet and will be immediately and definitively evicted from the campsite.

Please note: payment of the deposit is binding. It constitutes a contract between the campsite and the customer, no changes of pitch/accommodation or stay dates 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 General Terms and Conditions of Sale. Payment of the deposit also implies acceptance of our General Terms and Conditions of Sale and Rules and Regulations in their entirety.

With a reservation, in the event of early departure or delayed arrival, the stay must be paid in full. The *'unoccupied tents or caravans payable only at weekends for the months of May, June and September'* rate does not apply to reservations and only applies to non-bookable pitches.

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

It may be possible to obtain a non-bookable pitch subject to availability.
These pitches will also be allocated according to:

- ❑ the type of camping material (not according to size),
- ❑ the number of participants, and
- ❑ by order of arrival at reception.

The adult booking the pitch must go to reception in person with their own 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 even if they are a member of family.**

7. Entry Conditions

In the case where a customer or a member of their group has not respected the basic rules of civil behaviour and/or our General Terms and Conditions of Sale and/or Rules and Regulations during the booking procedure, during their

stay or during a previous booking or stay, the Campsite reserves the right to refuse them entry to the whole campsite for an unlimited duration.

For example, and without this being exhaustive, the customer or a member of their group may be refused access to any part of the campsite due to :

- payment default
- uncivil, inappropriate, aggressive or dangerous behaviour (for example insults, physical threats, verbal threats, physical or verbal aggression, threats of legal proceedings...) towards other customers and/or members of campsite staff or their families during a previous stay or contact with campsite
- theft, fraud, cheating: failure to declare persons, unauthorised access, use of sanitary facilities, service area by unregistered third parties, squatting in the car park to avoid paying for a space
- any type of behaviour that has caused a prejudice to the campsite or campsite staff
- the attempt to bypass our General Terms and Conditions of Sale and/or our Rules and Regulations in order to obtain a larger pitch or other advantages in breach of our pitch allocation procedure

8. Pets

Pets must be declared on arrival and are only accepted on the campsite and in the Motorhome Area for a daily fee per pet and provided they have proof of an up-to-date rabies vaccine (vaccination certificate must be presented on arrival) 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 rental area.**

See Rules and Regulations for prohibited dog breeds

9. 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 stay 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, to the playground, to the service area and to 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 participants included in the booking, validated by payment of the deposit, if they detect a fraudulent attempt to obtain a bigger pitch.

Different deposits will be requested for: the loan of a European adaptor-plug, cool-box rental, use of a phone charger box, rental accommodation... They will be retained in the case of any damage or breakage, loss of keys, an uncleaned lodge etc.

10. Payments to be made:

10.1 Terms and Conditions of sale:

Booking fee.....30€⁽⁴⁾ however long the stay

This booking fee will be charged for each stay booked (a booked stay has been the object of a booking or pre-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% ⁽⁵⁾ of the total amount (incl. VAT) of the quote (net of stay tax).

By your payment, you implicitly accept our Terms and Conditions of Sale.

Payment must be made :

- ☐ online by credit card (using the hyperlink in the quote), or
- ☐ by cheque drawn on a French bank account ⁽⁶⁾

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

(4) The booking fee cannot in any case be refunded to the customer

(5) The campsite may refund the deposit to the customer only in certain cases, see §10.4 (for cases concerning the pandemic please see §10.5)

(6) Cheques must be made out to "Régisseur des recettes du camping du Cap de l'Homy"

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

This covers the balance of your stay and any additional participants and/or cars, as well as the stay 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 have left.

NB. Payments by bank transfer or IBAN are not possible under any circumstances. Payment by the customer will become final once the total amount due has been paid.

In the case of late payment, beyond the end of the stay, a fixed forfeit of 40€ (incl VAT) may be charged by the Campsite with no further formalities or prior notice.

10.2.1 For pitches:

Payment should be made preferably the day before your departure, or, if not, on the day of departure **before 12** (noon). In the case of departure after midday you will be charged for an additional night.

10.2.2 For rental accommodation:

Payment to be made after the check-out 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 (please check with reception).

You must make an appointment at reception the day before your departure at the latest, for a check-out time slot. This inventory is carried out 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 must 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 €)

10.3 Cancellation without refund

10.3.1 Cases of impediment

Certain situations may lead to cancellation without proposed refund: change of job, change of holiday dates, family events. The customer will not be eligible for a refund if they do not meet the refund criteria set out in paragraphs 10.4 and 10.5

10.3.2 Cases of 'personal convenience'

If the customer cancels their booking for 'personal convenience' after paying the deposit: for example - and without this being exhaustive - such as a change of stay dates, change of equipment, change of preferred pitch, type of pitch, etc.

1/ They will not be entitled to any refund of the deposit, which will therefore be forfeited.

2/ They will no longer be able to make future reservations, with no set time limit, (but will still have access to the campsite for non-bookable pitches).

Note: If the customer, once on site, whether they have started their stay or not, cancels the pitch they have reserved in order to choose another one, points 1 and 2 above apply, as well as point 3 below.

3 / As the deposit for the reserved pitch is non-transferable and will be forfeited, the customer will have to pay for the new pitch in full. The customer will only be able to choose a pitch for this new stay from among those that are non-bookable.

Finally, in the event of eviction for failure to comply with the basic rules of civil behaviour, the provisions of our rules and regulations and/or our General Terms and Conditions of Sale, the customer waives the right to a refund in view of their misconduct and therefore no refund shall be made.

10.4 Cancellation with possible refund

Under no circumstances can the booking fee be refunded.

10.4.1 Cancellation requested by the customer:

The customer may benefit from a refund if they cumulatively meet the following requirements:

- ☒ The customer requests the cancellation and refund of their stay and/or booking for a valid reason and providing all necessary documents by recorded delivery within the given deadline (see below),
Valid reasons for cancellation are strictly limited to the following:

- an illness preventing the customer from travelling

Examples of documentary proof: medical certificate signed and stamped by the doctor

- accident or incident preventing the customer from travelling

Examples of documentary proof: accident/incident certificate (fire, burglary, flooding, explosion...), insurance certificate declaring cover of the incident, police report, hospital report,

- death of the customer or of a strictly listed family member

Examples of documentary proof: death certificate of either the customer, their parents, brothers, sisters, spouse (recognised partner) or children.

Each certificate must be signed and stamped by the relevant issuing authorities.

- ☒ AND If the complete cancellation request including all necessary documents (reception of the refund file with documentary evidence by registered post with acknowledgement of receipt) is received at least one month before the date of arrival (start of reservation), the date stamp on the envelope being taken as proof.
Example: if the booking starts on 20th July, the postal stamp must indicate 20th June at the latest.

Summary of possible refund requests:

Case / conditions :	Documents required to complete the file:	Time limits and conditions. See details in §10.4 « Cancellations and refunds » :
Medical reasons	Stamped and signed Medical 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 of the stay
Incidents/natural disasters: accidents, fire, burglary, explosions, flooding...	- 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 of the stay
death of the customer or strictly listed family member	- Death certificate - Proof of family relationship - Proof of concubinage - Proof of recognised partnership	Inform Reception then send the completed file by registered post with acknowledgement of receipt at least 1 month before the arrival date of the stay

10.4.2 The refund file to be completed

If the cancellation request is valid, ie. the reason for cancelling is accepted, the request is complete and has arrived within the time limit, a refund file must be completed, signed and sent to the campsite.

To facilitate this 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.

Any incomplete or irregular file : missing documents, no proof of receipt or illegible bank details... will not be dealt with. You alone are responsible for the correct constitution of your file as no reminders will be sent.

10.4.3 Cancellation of the booking or stay by the campsite

The Campsite reserves the right to cancel your stay for reasons beyond their control or fortuitous events that could affect campers' safety. For any cancellation on the part of the Campsite, except in the case 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.

Paragraph 10.4.2 concerning the refund file is applicable and therefore applies to paragraph 10.4.3

10.4.4 absence of the right of withdrawal:

In compliance with article L.121-19 of the Consumer Code, the campsite informs its customers 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.

10.5 Cancellation in the case of a pandemic:

Under no circumstances can the booking fee be refunded.

Exceptional refunds (waivers) may be possible in addition to the usual refund conditions as cited in §10.4
« Cancellations with possible refunds » see below:

Paragraph 10.4.2 concerning the refund file is applicable and therefore applies to the whole of paragraph 10.5

10.5.1 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.

Any request for the payment of additional amounts will be rejected.

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

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, partial 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, provide justification of the incident giving them the right to cancel.

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.

Summary of exceptional refund requests:

Case/conditions :	Documents required to complete the file :	Time limits and conditions. See details in § 10.5 « Cancellations due to the pandemic »
Closed borders or government restrictions on movement	• 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.

11. Campsite Rules and Regulations and other contractual documents:

By confirming their reservation, clients accept to abide by the campsite's internal rules and regulations and acknowledge that they have read the campsite's internal rules and regulations and all the contractual documents to which they are subject in the context of their booking a 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 event of any serious or repeated infringement of the aforesaid regulations, the campsite may cancel the stay/rental without compensation as indicated in both the General terms and Conditions of Sale and 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.

11.1 Minors:

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 full duration of their stay. **Moreover, the Campsite's official 'Parental Discharge' form must be provided correctly completed.** This document 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 form must be accompanied by a copy of at least one of the parent's passport or identity card including proof of parentage.**

Minors are under the full responsibility of the adults accompanying them which implies the continued presence of the declared adults for the full duration of the minor's stay.

Minors at the surf camp are under the full responsibility of the surf camp, which must have all the necessary documents in its possession (parental consent forms, parents' identity cards, etc.).

11.2 Sub-letting and pitch cession forbidden:

Since bookings of a campsite pitch or rental accommodation are nominative, they cannot be sublet or sold. The designated pitch-holder remains responsible for the pitch/rental accommodation they have rented in their name and for any outstanding amounts. They must report all changes in the number of participants and/or equipment during their stay.

11.3 Unauthorised Sales

Customers and salespeople are prohibited from selling the following items within the campsite and its car park:

Pancakes (crêpes), coffee, jewellery, yoga classes, surf lessons, clothing, bicycles, etc.

11.4 Civil liability :

Each camper must have the necessary insurance for their stay and be able to provide proof of this on request.

Therefore, on arrival, the customer must be in possession of :

- ☒ valid civil liability insurance,
- ☒ insurance covering the campsite equipment at their disposal

The customer must be able to provide documentary proof of this on request.

Each camper is responsible for the surveillance of their personal possessions.

Each pitchholder is responsible for any disturbance or unrest caused by a member of their group or among their visitors. If any damage, fraud, theft, etc. is observed on campsite equipment or other campers' property, the pitchholder may be asked to reimburse these damages, even if the damage was caused by a member of their group. The pitchholder and their companions may also be banned from future stays for an indefinite period.

The campsite has civil liability insurance for all bodily, material and immaterial damage for which it could be held liable.

The Campsite declines all responsibility in cases relating to the customer's civil liability, of theft, damage to tents or caravans/motor homes or their contents, in the case of hazards related to the natural environment: falling pinecones, resin, flooding and weather-related events : storms, lightning, strong winds, hailstorms...

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

11.5 Parcel delivery and use of the phone charging boxes:

The campsite can accept the delivery of parcels on your behalf as long as they are not too bulky. Please ask at reception for delivery terms. The campsite declines, however, any responsibility arising from disputes regarding the delivery: loss, breakage, theft.

Charging boxes for mobile phones, tablets and laptops may be rented free of charge for a period of half a day. They are situated at reception. Your belongings must be collected before reception closing time. We decline all responsibility for any damage, theft etc. regarding the material left in the charging boxes which are not safety deposit boxes.

11.6 Insect and other animal infestation

The campsite would like to remind you that the presence of insects in a natural environment can in no way be seen as an inconvenience; therefore the campsite declines all responsibility for their presence and is in no way obliged to move customers to another pitch or lodge due to the presence of insects (mosquitoes, bedbugs, ants...), nor refund their stay.

May we remind you that all rental accommodation is regularly cleaned and specifically just before a rental period. Customers are reminded that cleaning and upkeep during their stay is their responsibility as is the use of adequate insect repellent.

If the renter notices the presence of undesirable insects (ants or other) it is their responsibility to take all necessary measures. If, despite their efforts, the problem remains unsolved, and, after verification of the upkeep and cleaning measures undertaken, the campsite may put insect repellent at the customer's disposal.

The campsite is located in the middle of the forest. You may see wildlife in the surrounding area, but this does not pose a danger. Please do not attract these animals to the campsite (by leaving rubbish lying around, feeding them, etc.).

11.7 Restrictions related to the beach and swimming

The presence of jellyfish (or other marine animals) in the ocean or stranded on the beach may sometimes prohibit swimming, but this cannot give rise to any refunds.

The same applies in the case of restrictions related to pollution or adverse weather conditions.

11.8 Other cases:

As the campsite is an ONF (Office National des Forêts) concession, certain restrictions apply. For example: tree renewal is required approximately every 5 years in order to rejuvenate the pine forest. Selective felling and planting are therefore carried out under the supervision of the ONF. The pitch you have known for years may therefore change in configuration (trees planted differently, more sunlight, more wind, etc.). The surrounding plots are exploited (they are pine forests), so it is also possible that logging may take place and mean that your pitch may receive more wind or more light. The Landes forest is cultivated and its landscape is constantly changing.

The forest may also suffer attacks from pests, requiring on-site intervention or specific restrictions. Your cooperation in such cases is essential to help combat these pests and preserve our environment. These inconveniences do not give rise to a full or partial refund of your stay.

11.9 Weather warnings/natural events/adverse weather conditions:

Adverse weather and fire warnings may be issued. These may affect the campsite, with specific instructions to be followed. These restrictions during warning periods do not entitle guests to a refund. However, they do require everyone to be involved in this safety process. Information/restrictions related to these alerts are displayed as far as possible at reception. The websites for these alerts are also displayed at reception, allowing everyone to access these alerts or information at any time. Restrictions related to these alerts do not entitle guests to a refund, even partial, of their stay.

In the event of lightning striking a tree, you may be required to move from your pitch for safety reasons. This does not give rise to any compensation.

12. Complaints, suggestions, litigation, consumer arbitration:

Forms are available at Reception for complaints and suggestions. All complaints concerning breaches of the Campsite's General 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

13. Arrival / Departure times:

Arrivals and any outstanding payments must take place during reception opening hours.

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

13.1 Arrivals:

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

13.2 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 check-out inventory (see § 10.2.2) 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.

14. No-show or late arrival at the Campsite

14.1 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).

14.2 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.

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 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.

The presence of surveillance cameras will be indicated by the relevant signposts.

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 Terms and Conditions of Sale applicable to our customers 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.

Reminder: it is the customer's responsibility to familiarise themselves with the current Terms and Conditions of Sale and Rules and Regulations - in particular upon payment of their deposit for bookings and pre-bookings - and upon arrival for short stays. Staying at the campsite implies acceptance of these Terms and Conditions of Sale and Rules and Regulations.

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, 19/11/2025