

## GENERAL TERMS AND CONDITIONS – CLIENTS

### 1. NAME AND CONTACT DETAILS:

Camping Village Resort & Spa Le Vieux Port *****	850 Route de la Plage Sud 40660 Messanges, France	<a href="http://www.levieuxport.com">www.levieuxport.com</a> <a href="mailto:contact@resasol.com">contact@resasol.com</a> // +33 558 482 200
“Le Vieux Port” SAS with a capital of €450,000	Registered under no.: 433 839 12 00015 NAF 5530 Z	Intra-EU VAT no.: FR 46 433 839 12

### 2. BOOKINGS:

On booking, the client becomes party to a rental contract.

All bookings are made in the client's name and may under no circumstances be transferred to a third party. Sub-letting is also forbidden. To confirm a booking, the client must pay a deposit of 25% of the overall rental amount.

For all bookings made after 1st June, the full amount is due at the time of booking, whatever the dates of stay.

A non-refundable handling fee of €40 applies for all stays between 26/06 and 28/08.

The booking becomes firm when the client receives confirmation following receipt of the payment.

You must present this booking confirmation on your arrival. The pitch number is given as an indication only. It can be guaranteed only if you take out the specific option guaranteeing your choice of pitch.

➤ **Minimum duration of stay for rentals:**

From the opening until 26th June and from 6th September until closure, bookings are for a minimum of 2 nights, with arrivals and departures possible on any day of the week.

Bookings made for the period between 1st July and 31st August are for a minimum of 7 nights, with arrivals and departures on Wednesdays, Saturdays and Sundays. During that period, the minimum duration of stay may be exceptionally reduced to 2 nights with our written agreement, in which case arrivals and departures can take place on any day of the week.

➤ **Minimum duration of stay for standard and comfort pitches:**

These pitches can be booked per night throughout the season, subject to availability.

Prices are given as an indication only. They are based on the economic indexes applying when they were established and may be increased or reduced with variations in those indexes (VAT, tourist tax, etc.) and in availability.

### 3. FEES & CANCELLATIONS:

For all bookings made within one month of the beginning of the stay, the full amount is due at the time of booking.

For bookings made more than one month before the beginning of the stay:

- If the dates of the entire stay fall before 1st June, the balance becomes due one month before your arrival.
- If the dates for the entire stay fall after June 1, the balance becomes due on June 1.
- For all bookings made after 1st June, the full amount is due at the time of booking.

Non-payment of the balance by the due date will result in the rental contract being rightfully terminated without prior notice and without reimbursement of the amounts already paid. Your stay is deemed pre-booked on payment of the deposit, and the balance becomes due under the provisions set out above.

The cost of your stay is calculated on the basis of the dates mentioned in the booking contract and no discount shall be granted for early departures or late arrivals.

In the event of cancellation, the following amounts will be withheld or deemed due:

a) Handling and insurance fees;

b) A contract termination fee equivalent to:

- 25% of the total cost of the stay if:
  - You cancel before 1st June a stay booked for between 1st July and 31st August
  - You cancel more than one month before the beginning of a stay booked for any other period
- 100% of the total cost of the stay if:
  - You cancel after 1st June a stay booked for between 1st July and 31st August
  - You cancel within one month of the beginning of a stay booked for any other period
  - You fail to arrive on the planned date.

In the event of late arrival or cancellation of your stay, please let the campsite know in writing as soon as possible. Telephone notifications will not be accepted. If we receive no prior written notice, the rental unit will be made available for other clients from 12 pm on the following day. You will still be required to pay the due amount in full by way of compensation. For clients requiring more flexibility, the campsite proposes optional [cancellation insurance](#) (see conditions [here](#)).

### 4. PITCHES & RENTAL UNITS:

Standard, comfort and VIP pitches accommodate up to 6 people.

The pitch rental rate is for 1 tent or caravan, plus 1 car or camper-van, and 2 people. An additional daily rate will be charged for an extra person or an extra tent/caravan (see [table](#)).

All pitches with private sanitary facilities and/or jacuzzi are considered as rental units.

Rental accommodation is fitted out according to the descriptions provided on our official websites. The basic rental rate is for the number of participants up to the maximum capacity of each rental unit, which ranges from 3 to 10 people depending on the category.

Each participant counts as one person, whatever their age, and the number of participants must not exceed the maximum capacity of the accommodation booked. The campsite will not accept any participants beyond the stated capacity.

#### **5. WITHDRAWAL PERIOD:**

According to Article L.221-28 of the French Consumer Code, the sale of accommodation services for a specified date or for a determined period is not covered by provisions relating to the 14-day withdrawal period.

#### **6. PETS:**

A/ Rentals: Pets are strictly forbidden inside the rental units.

B/ Pitches: A maximum of two pets, excluding attack and protection dogs (French categories 1 & 2) are allowed for an extra fee (see [table](#)). It is **COMPULSORY** for pets to be kept on a lead and to wear a collar. Pets must be tattooed and vaccinated (vaccination record required) and must be declared at reception. Pet owners must have the up-to-date vaccination record available for inspection on request. Pets must never be allowed to roam freely. They must not be left unattended on the campsite, even if tethered or shut indoors. Owners take financial and civil responsibility for any damage caused in their absence by their pets. Pets are not allowed in public spaces.

#### **7. UNACCOMPANIED MINORS:**

Anyone under the age of 18 years may stay without adult accompaniment on the condition that they produce written parental consent and that their rental contract has been signed by a parent or legal guardian.

#### **8. ARRIVALS - DEPARTURES:**

A/ For rental units: Check-in is from 4pm and check-out by 10 am.

B/ For standard and comfort pitches: Check-in is from 2pm and check-out by 12 noon.

#### **9. SECURITY DEPOSITS:**

For all rentals, you will be asked to pay a security deposit on arrival to cover any damage or cleaning costs incurred after your stay. A set amount of €200 covers the rental unit itself, and a fixed cleaning fee applies to each different accommodation category, except the "standard" and "comfort" range:

Category 1: 1 to 5 people €100;

Category 2: up to 6 people €150;

Category 3: more than 6 people and all Premium range €200.

An additional security deposit of €100 will be requested for rentals with private jacuzzi.

You will be invoiced for any broken, lost or damaged items.

#### **10. IMAGE REPRODUCTION RIGHTS:**

The campsite's name and image are its sole property.

Clients may be photographed or filmed during their stay at the campsite. The campsite and the RESASOL booking centre may use such photos or films for marketing or advertising purposes, unless you inform reception, in writing and on your arrival, that you are opposed to such practice.

Photos and maps shown on our various communication tools are non-contractual and shall not constitute a basis of argument in the event of a claim.

#### **11. PROMOTIONS & SPECIAL OFFERS:**

One-off promotions and special offers become available during the year. They apply to specific accommodation units and for limited availability. The proposed discounts may vary with the accommodation type, the period in question and the date of booking.

#### **12. ACCESS TO THE CAMPSITE:**

All clients must comply with the establishment's rules and regulations.

#### **13. CASE OF FORCE MAJEUR:**

The term "force majeure" applies to any event beyond the parties' control that is both unpredictable and insurmountable and which prevents either party from fulfilling all or part of their obligations as set out in the contract.

In the event of force majeure, the parties are no longer required to fulfil their obligations and must meet the costs incumbent upon them. The campsite shall not be held liable for any ensuing consequences or impacts. This applies also to any difficulties that may disrupt, cut short or prevent the client's stay (e.g. flooding, general failure of power, gas or water supply); it being understood that the client will be informed of any such difficulties, on the condition that the campsite has itself been given prior notice. In this case the campsite may be obliged to completely or partially modify the proposed services/facilities (partial or complete closure of the campsite, of a facility such as swimming pool or restaurant, etc.) without the client being entitled to the payment of any compensation.

#### **14. CONSUMER MEDIATION:**

In accordance with Article L.612-1 of the Consumer Code, the consumer may, within one year of the date of a written complaint and subject to Article L.152-2 of the Consumer Code, file a request for amicable settlement by mediation with SAS Médiation Solution: 222 Chemin de la Bergerie 01800 Saint Jean de Niois, France

<https://www.sasmediationsolution-conso.fr> - [contact@sasmediationsolution-conso.fr](mailto:contact@sasmediationsolution-conso.fr)

#### **15. DISPUTES:**

Any claims relating to non-compliance of services/facilities with contractual obligations must be sent in writing (registered mail with recorded delivery) to the holiday complex operator within 30 days of the end of the stay.

Any legal disputes shall fall under the jurisdiction of the commercial court of DAX.

#### **16. EXEMPTION:**

A one-off exemption from these general terms and conditions does not imply any other exemption. The campsite reserves the right to modify these rules and regulations at any time and with immediate effect.