

# GENERAL SALES CONDITIONS

## To book your stay

Booking a stay with us implies the acceptance of our general sales conditions. The reservation is confirmed once you receive your password for your personal Clix account. Personal information such as first name, last name and the age of all guests must be reported at the latest upon arrival. For safety and health reasons, minors without adult supervision are not allowed on the campsite. Any modification, in your file or in the reservation, must be notified IN WRITING. The reservation is personal and not transferable. The rented accommodation or pitch may not be subleased.

## Terms of payment

For bookings made at least 30 days before arrival, a deposit of 25% of the total amount for your stay and non-refundable administration costs must be paid. The booking fees are € 27 for stays of 7 nights and longer, and € 11 for stays of 2 to 6 nights. The balance must be paid at least 30 days before arrival. For reservations made when the arrival date is in less than 30 days, the full amount must be paid at the time of booking. Any subsequent changes in the VAT rate, which occurred between the time when prices were determined and the billing of the stay will result in a corresponding change in the price. The cancellation guarantee is optional and payable at the same time of the down payment of 25%. The price is €26 for stays of 7 nights and more and €9 for short stays of 2 to 6 nights.

## Our prices include

Water and electricity (except for camping pitches and monthly rentals), access to the water park, necessary equipment for the number of persons in a mobile home or chalets (except additional persons), 1 car and access to free activities. A maximum of 6 people is allowed on our camping pitches.

## Our prices do not include

Additional vehicles, persons, tents, pets, trailers and day visitors. Cancellation guarantee, booking fees and tourist tax. Sheets, towels and baby kits can be rented at the campsite. Mobile homes and chalets must be left clean and tidy (cleaned, dishes done, blankets folded), otherwise €90 will be billed. The deposit of €200 for the mobile homes and chalets, which is collected upon arrival and returned on the day of departure, minus any necessary repairs and replacement parts. The cleaning deposit of €90 which is collected upon arrival and returned on the day of departure, minus necessary cleaning costs. Some campsites will also ask a deposit for the camping pitches or an entry badge. Payment of the deposit is done by pre-authorizing a credit card on the day of arrival.

## Capfun

Taking into account the diversity of the accommodation range of Capfun, differences exist in the configuration, age and decoration of the rentals. We remind you that any request for an orientation or specific location is an additional service and does not constitute a contractual guarantee. In addition, any urgent work undertaken by the campsite or public authorities and that could inconvenience our customers on our campsites, cannot be held against us. Please note: before and after the summer period, some shops might be closed and some activities might be not available (inquire at the campsite).

## Arrivals and departures

The rented accommodations are available from 4 p.m. to 8 p.m. The departure takes place before 12 p.m. The pitches are available from 2 p.m. and must be free before noon. Inform the campsite when you plan an early arrival or departure. The pitches and accommodations are assigned based on availability and the assigned place can change at any moment until arrival. In case of a no show on the campsite on the day of arrival and without notice, written or per telephone before midnight on this day, Capfun reserves the right to re-let the accommodation again.

## After sales services

We cannot be held responsible for unforeseen events, cases of force majeure or climate catastrophes that would interrupt, stop or prevent the stay and the entertainment on the campsite. All complaints about the inventory, the state or the contents of the rented chalet or mobile home must be made within 24 hours ON SITE. When this deadline has expired, any complaints will not be considered and you will be held responsible on departure for any damages or missing parts. All other comments or complaints regarding your stay must be received within 10 days after the last day of your stay by registered letter at our headquarters. Our customer service will deal with your complaint within three months of receipt. If no satisfactory response has been received within 3 months, the customer can turn to the Médiateur du Tourisme et du Voyage, MEDICYS – 73 Bd de Clichy – 75009 PARIS – Phone number: 0033 (0)149701593 - [www.medicys.fr](http://www.medicys.fr)

**Jurisdiction clause:** The referral of a jurisdiction by one of the parties is done in accordance with the provisions of Articles 46 and 48 of the Code of Civil Procedure.

## Cancellation guarantee

If you purchase this insurance, you will be refunded for the amount paid, except for the booking fees and cancellation insurance. Refunded pro rata to the elapsed time of expected rental, except booking fees, cancellation insurance and cleaning expenses, if you must leave the rented accommodation before the planned date. The insurance only pays out in one of the following cases:

- Death of the insured. A disease that affects the insured and that was not known at the time of signing the rental agreement or an accident which occurs after the signing.
  - Death, disease or accident which affects, under the same conditions, the partner of the insured, the fellow travelers designated by the insured, his ascendants and descendants or the ascendants and descendants of his partner.
  - Death of siblings or son or daughter in law of the insured.
  - An administrative summon, judiciary, military as well as a criminal jury trial.
  - An impediment due to layoff, a transfer of the insured or his partner, or by bankruptcy of the company that is operated by the insured.
- In the event of illness or accident the guarantee only pays out upon presentation of a medical certificate.

## Cancellation of the stay

The campsite must be notified IN WRITING for every cancellation. In order to use the cancellation insurance please inform the site about the motive of cancellation before midnight on the day of arrival. From the day of cancellation, you have five days to send us proof (medical certificate, death certificate, employer's certificate) by registered letter.

By canceling the stay prior to arrival, an interruption of the stay, or a late arrival for whatever reason, sickness, accident or unexpected event, the campsite must charge the total amount of the reservation and no refund will be granted.

## Rules and regulations

Each campsite has its own rules and regulations that are displayed at the reception. As a client you must comply with these regulations. Please note: pets are prohibited on some of our campsites (they are banned everywhere around the pools, sanitary facilities and restaurants). If dogs are allowed, they must be kept on a lead at all times. Ask the campsite for more information. Vaccination records may be requested at any moment. Maximum 1 pet allowed per accommodation. Dogs in the first or second

category are not allowed. Additional tents, vehicles or persons are not allowed without permission from the campsite. It is not allowed to charge electric or hybrid vehicles on our campsites. Due to safety and insurance reasons, the number of people staying in an accommodation may not exceed the maximum capacity of the accommodation (babies also count as a person). If the number of people exceeds the capacity, then the campsite has the right to refuse access to the accommodation. On some campsites barbecues are prohibited. Contact the campsite for more information. Any additional electrical equipment must be approved in advance by the campsite. Parents are responsible for their children on the campsite and the children must be supervised.

## The water park

Wearing a bathing suit is mandatory in the pools (swimming shorts are not allowed), as well as wearing the campsite bracelet. Because we want to be sure that you are aware of any possible dangers, we ask you on arrival to sign a statement that you consent to the water park rules. Because of rules regarding hygiene, young children are required to wear swimming diapers. It is mandatory for children who cannot swim to wear inflatable armbands. Some water slides have specific conditions of use; this is the case for the Space Bowl, Twister, Tsunami, Crazy Cone and Magic Cone. Contact the campsite for more information. For insurance reasons, day visitors are not allowed to access the water park. The campsite may occasionally have to close a water slide or swimming pool in case of unforeseen technical problems that could lead to problems with safety or hygiene. Access to the water park is strictly forbidden outside of opening hours.

## Rental insurance

The tenants are obliged to take out insurance with an insurance company against the risks associated with their stay, namely: theft, loss or damage to personal property, or damage that is caused to the rented accommodation and furniture or the campsite, whether done intentionally or through negligence, by the tenant or any companions. Guests must be able to provide proof of this insurance and produce this proof on demand. Personal items, luggage, furniture, securities and vehicles are not insured against theft, loss or damage from any cause. If a bike is rented or loaned, customers are required to take out an insurance against theft, loss or damage. A deposit will be requested for each bike.

## Personal image rights

You authorize expressly and without any compensation, the campsite and the Group Capfun, to use any of the photographs taken of you or your children during your stay, for publicity purposes of the campsite and the Capfun group.

## Withdrawal period

According to article L221-28 of the French consumer law, you do not have a right of withdrawal.

## Important note

No brochure or website can be free of any clerical or typographical errors. Our prices are subject to change depending on economic and commercial conditions. The price stated on the rental agreement is binding.

## Capfun

Parc de l'Argile de l'Argile Lot 73 - 460  
Avenue de la Quiera  
BP 55 - 06371 Mouans-Sartoux Cedex  
France  
[www.capfun.co.uk](http://www.capfun.co.uk)

