

Terms & Conditions for Campsite Pitch Rental

All rentals are name-specific and are not under any circumstances transferable.

Only persons shown on the contract are permitted to stay at the campsite.

Bookings

- Bookings become firm on receipt of the duly completed booking form, accompanied by a down payment equivalent to 25% of the total cost of the stay. It is your responsibility to check the accuracy of the information validated by you (stay dates, options, contact details, participants) and to notify us of any possible error as soon as possible. The booking shall be considered null and void in case of false declarations. Any reservation made on the campsite's website constitutes the formation of a contract concluded at a distance between the customer and the campsite. **Booking a stay implies full acceptance of our booking conditions.**
 - A booking confirmation is systematically issued to you by post or e-mail.
 - **The balance due for your stay is payable 30 days before your arrival** and includes the tourist tax for all persons aged 18 and over.
- WARNING:** after the 30-day deadline, the reservation will be considered as cancelled, and the pitch will be returned for sale. All the amounts already paid will be retained as termination indemnity.
- **Reservation less than 30 days before arrival:** the total amount of the stay (including administration fees and tourist taxes) will be requested by credit card at the time of reservation.
 - Administrative fees are €20 and are non-refundable.
 - Minor children must be accompanied by a parent or legal guardian for the entire duration of their stay or risk being refused access to the campsite.

Arrival, late arrival and premature departure

- **Arrivals are from 2 p.m. and before 8 p.m.** You pitch will be reserved for 24 hours after the scheduled arrival date. After this deadline and if no news is received from you, your booking will be automatically cancelled.
- **Departures from 8 a.m. and before midday** (an extra day shall be billed if the departure time is not respected).
- Late arrivals and premature departures shall not give rise to any refunds.
- **For obvious management reasons, the allocation of a specific pitch number is not guaranteed. We always do our best to meet all requirements (groups, families, medical constraints, etc.).**
- As prior booking is not obligatory, campers without bookings shall be accommodated according to our available pitches.
- **No boat trailer or additional vehicle (paid options) will be accepted without prior agreement from Management.**
- **Pets allowed (paid option, microchip required).** Please note that dogs are not allowed on the beaches, and it is forbidden to leave your pet alone on your pitch or in your vehicle.

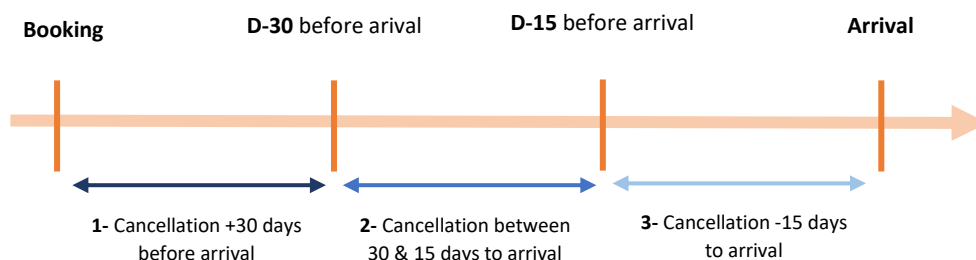
MODIFICATION, CANCELLATION AND REFUND OF YOUR STAY:

Modification of your reservation: A request for modification of the stay (dates, material type and dimensions) can be made to the campsite (by mail or e-mail), as far as availabilities. No postponement will be accepted for the following season. If no changes are made, the client must make his stay in the initial booking conditions.

Any request for extension of stay will be made according to availability and according to the current rates.

Any request for change of stay occurring 15 days before the date of arrival will not be accepted.

Cancellation by the customer:



- 1 – Cancellation occurring more than 30 days before the date of arrival: the entire deposit will be refunded. A compensation of € 20 will be retained as a cancellation fee.
- 2 – Cancellation occurring between 30 and 15 days before the date of arrival: 50% of the total price of the stay will be retained as a cancellation fee.
- 3 – Cancellation occurring between 15 days and the date of arrival: the total cost of the stay will be retained as a cancellation fee.

You have the option to purchase cancellation insurance (*Campez Couvert by Gritchen*), which costs 3,5% of the total price of your stay. This insurance is optional and must be purchased at the time of booking.

Part of the amount paid (excluding booking fees and the cost of the insurance) will be refunded according to the conditions outlined above and detailed in the insurer's information document sent with your booking confirmation (downloadable from the website and in the online booking process).

In case of cancellation:

- Please notify the campsite as soon as possible by email or mail;
- **If you have purchased insurance and your cancellation occurs less than 30 days before your scheduled arrival date**, you must also notify the insurer (Gritchen) of your cancellation, who will then process your claim.

Interruption of stay: An interrupted stay or a late arrival due to the client will not give rise to any credit or refund except in the case of subscription to cancellation insurance.

Cancellation due to the campsite: in case of cancellation due to the campsite, except in case of force majeure, the stay will be refunded in full. Such cancellation shall not give rise to any payment of damages.

INTERNAL RULES

Extract (*the internal regulations, available on request, are displayed in the campsite; it is up to the customer to read them and respect them*):

- Bracelet must be worn for the duration of the stay
 - Only electric barbecues are allowed. Charcoal or gas barbecues are prohibited.
 - Guests who do not spend the night will be charged a daily fee (refer to current rates); access to the pool is not allowed.
 - Access to the water park is strictly reserved for campsite clients. Visitors do not have access to the pool area.
 - The wearing of the bracelet is mandatory, as well as an outfit suitable for swimming (swimsuit type slip or boxer for men and bikini or one-piece swimsuit for women). For reasons of hygiene, the wearing of swim shorts, burkini or diving suit is not allowed. Only anti UV t-shirts are accepted.
 - The water park area is unguarded. Access to the pool is prohibited for children under 14 years of age without an adult.
 - Internal pool rules and slide rules (e.g., minimum size 1.20m) are posted within the water park; customers will have to comply with them.
- (Internal pool rules available on the website)

Right to retract

Activities related to the organization and sale of stays or excursions on a specific date or during a specified period are not subject to the withdrawal period applicable to distance and off-premises sales, in accordance with the provisions of the article L221-28 of the Consumer Code.

Protection of personal data

The service provider, editor of these, implements personal data processing which has the legal basis:

- its legitimate interest (prospecting, customer relationship management, organization, statistics);
- compliance with legal and regulatory obligations (invoicing, accounting, prevention of money laundering and terrorist financing and the fight against corruption).

The service provider only keeps the data for the duration necessary for the operations for which they were collected as well as in compliance with the regulations in force.

The data processed is intended for the service provider's authorized persons.

Under the conditions defined by the Data Protection Act and the European Data Protection Regulation (GDPR), individuals have a right of access to data concerning them, rectification, interrogation, limitation, portability, erasure.

The persons concerned by the processing implemented also have the right to object at any time, for reasons relating to their particular situation, to the processing of personal data having as a legal basis the legitimate interest of the service provider, as well as a right of opposition to commercial prospecting.

They also have the right to define general and specific directives defining the way in which they intend to exercise, after their death, the rights mentioned above, by e-mail to the address info@camping-giens.com, or by postal mail accompanied by a copy of a signed identity document, to the following address: SAS ELC Camping La Presqu'île de Giens, 153 route de la Madrague – F-83400 HYERES.

The persons concerned have the right to lodge a complaint with the CNIL.

Opposition to cold calling

In accordance with Article L. 223-2 of the Consumer Code, the customer has the right to register on a list of opposition to cold calling. To do this, simply register and report it on <https://www.bloctel.gouv.fr>.

Applicable law - Language

These General Terms and Conditions of Sale (drafted in French) and the resulting operations are governed by and subject to French law. In the event that they are translated into one or more foreign languages, only the French text shall prevail in the event of a dispute.

Consumer mediation

In the event of a dispute between the client and the company, they will endeavor to resolve it amicably (the client will send a written complaint to the professional or, where applicable, to the professional's Customer Relations Department).

In the absence of an amicable agreement or in the absence of a response from the professional within a reasonable period of one (1) month, the consumer client within the meaning of article L.133-4 of the Consumer Code has the possibility of enter free of charge, if a disagreement remains, the competent mediator registered on the list of mediators drawn up by the Commission for the evaluation and control of consumer mediation pursuant to article L.615-1 of the Consumer Code, to know:

La Société Médiation Professionnelle

24, rue Albert de Mun – F-33000 BORDEAUX

www.mediateur-consommation-smp.fr

French law is the only applicable to this contract.

The manager also informs the customer of the measures taken to implement article 14 of regulation (EU) n° 524/2013 of the European Parliament and of the Council of 21 May 2013 relating to the online settlement of consumer disputes and amending the Regulation (EEC) No. 2006/2004 and Directive No. 2009/22/EC (Regulation on ODR).

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

Right to image

During your stay at our establishment, you and all participants in the stay are likely to be photographed or filmed by a staff member or by an external service provider mandated by our services. The sole purpose of this approach is to ensure the promotion and animation of our establishments and will in no way damage your reputation.

You can report your objection to the distribution of your image in writing, upon your arrival, to the Reception. Otherwise, the photos or films are deemed free of right for any country at the signing of the rental contract, and may be used for commercial or advertising purposes, especially on the websites of Vacances Giens Group, social networks (including Facebook and Instagram), as well as any other communication medium used by our services (travel guides, partner sites, ad portals, etc.).

Video surveillance

In order to ensure the safety of property and people, the establishment is placed under video surveillance. The images (kept for 30 days) can be viewed, in the event of an incident, by authorized personnel and by law enforcement.

In accordance with the European Data Protection Regulation (GDPR) and legal texts, you have the possibility of obtaining information on this device, or of exercising your Data Protection rights, in particular your right of access to images which concern you, by contacting the Management (refer to the obligatory display visible within the establishment).