General terms and conditions of sales 2024 « Village Club - Les Sables d'Or**** »

BOOKING CONDITIONS

The reservation becomes effective only with the agreement of the campsite, after reception of the deposit or after acceptance of the general conditions of sale during the online reservation.

The reservation contract must be duly completed, signed and accompanied by the identity documents or proof of identity of the occupants.

Reservations are only binding on Le Village Club Les Sables d'Or if Le Village Club Les Sables d'Or has accepted them, which Le Village Club Les Sables d'Or is free to do or refuse, depending on availability, and in general, on any circumstances likely to affect the execution of the reservation

made. The Village Club Les Sables d'Or offers family-oriented stays, in the traditional sense, and the accommodations are specially designed for this purpose. The Village Club Les Sables d'Or reserves the right to refuse any

reservation that would be contrary to this principle, or that would seek to divert it. The reservation of a rental is made on a strictly personal

basis. You may not sublet or transfer your reservation without the prior consent of the Village Club Les Sables d'Or . Minors must be accompanied by their parents or legal guardians.

The Village Club Les Sables d'Or reserves the right to refuse access to the village to groups or families presenting themselves with a number of participants greater than the capacity of the rented accommodation.

ANIMALS

Animals are accepted with the exception of 1st and 2 category dogs, and over 15 kg for which an additional fee (see rates 2024) is payable at the time of booking and according to the category of accommodation booked.. When they are allowed, they must be kept on a lead at all times. They are not allowed in the vicinity and inside the partner water park " $\ensuremath{\mathsf{Pirates}}$ World ", in the food shops and in the buildings. The vaccination booklet must be up to date.

GROUP RESERVATION

Any booking of more than 1 accommodation by the same physical person or by differents physical persons but knowing each other and travelling together for the same reasons for the same dates of stay will be considered as a group. For any group booking request, you must contact the Village Club Les Sables d'Or by e-mail.

RATES AND TOURIST TAX

The prices indicated are valid for the 2024 season. They correspond to one night and are in euros, VAT included. The tourist tax is 1.90€/person + 18 years/night for the Golden Sands Sector and 1.33€/person + 18 years/night for all other Sectors

PAYMENT CONDITIONS

For reservations made more than 30 days before the beginning of the stay, a deposit of 30% of the price of the services booked must be paid at the time of reservation. The balance of the stay must be paid at the latest 14 days before the beginning of the stay if the payment is made by credit card or bank transfer. In case of payment by bank check 60 days before the date of the beginning of the stay.

For reservations made less than 14 days before the start date of the stay, full payment must be made at the time of reservation.

CANCELLATION AND CHANGES

1. Changing your reservation The Client may request a change to his stay (dates and/or type of accommodation) on written request to the Village Club "Les Sables d'Or" either by post or by e- mail subject to availability and possibilities. In the absence of modification, the Client will have to carry out his stay under the initial conditions of the reservation or cancel it according to the conditions of the cancellation insurance. Any request to reduce the length of your stay is considered as a partial cancellation and will be subject to the cancellation terms and interruption of stay.

2. Unused services

Any interrupted or shortened stay (late arrival, early departure) by the client will not be reimbursed.

Cancellation by le Village Club « Les Sables d'Or » In case of cancellation by the Village Club " Les Sables d'Or ", except in the case of force majeure, the stay will be totally refunded. This cancellation cannot give rise to the payment of damages and interest.

4. Cancellation by the customer

The Village Club " Les Sables d'Or " does not have a cancellation insurance. Any request for cancellation must be made by post or by e-mail to the address " annulationsejour@outlook.fr " and attach supporting documents.

If you cancel on D+14, 50€ of administrative fees will be retained and the deposit will be transformed into a credit note valid for 12 months on proof only. Here is a non-exhaustive list of guaranteed events:

- Illness (including Covid-19), serious accident or death
- Contra-indication and following vaccination Redundancy or termination of contract
- Convocation for the adoption of a child
- Convocation for an organ transplant
- Your separation (PACS or marriage)
- Professional transfer
- Summons to a make-up exam Serious damage due to fire, explosion or water damage
- Serious damage to your vehicle.
- Summons to be a juror at a trial of assizes

- If cancelled on D-14, 100% of the reservation is retained

NO RIGHT OF WITHDRAWAL

In accordance with article L121-19 of the Consumer Code, The Village Club " Les Sables d'Or " informs its customers that the sale of accommodation services provided on a specific date or according to a determined periodicity is not subject to the provisions relating to the 14-day cooling-off period.

YOUR STAY

1. Arrival

The reception is open 24 hours a day, 7 days a week in July/August and from Monday to Sunday from 9am to 8pm in low season. The rental accommodation can be occupied from 4pm.A deposit by credit card of 300ε and 120ε for the cleaning will be required. An inventory sheet to be checked within 24 hours is available in the accommodation and any claim made after this time will not be taken into account. A camping bracelet will be given to you on arrival, it must be worn on the wrist only for the duration of your stay.

2. During your stay

It is the client's responsibility to take out insurance: the client is responsible for the surveillance of their personal objects (bicycles etc.). The village declines all responsibility for any incident involving the civil liability of the camper. All clients must comply with the internal regulations posted at the reception desk. Each tenant is responsible for any disturbance or nuisance caused by persons staying with or visiting him/her. Only one vehicle is allowed to enter the Village Club "Les Sables d'or" between 7am and midnight. Traffic is forbidden after midnight.

3. Departure

Rental accommodation : On the day of departure indicated on your contract, the rental accommodation must be vacated before 10 a.m. The accommodation will be returned in a perfect state of cleanliness, and the inventory will be checked, any broken or damaged object will be at your charge, as well as the restoration of the place if it should prove necessary. The deposit will be returned to you at the end of your stay, after deduction of the indemnities retained, on the basis of supporting invoices, for any damage noted by the inventory of fixtures on departure The withholding of the deposit does not exclude an additional compensation in case the expenses would be superior to the amount of this one.

If the accommodation has not been cleaned before your departure, you will be charged a cleaning fee of 180€ including VAT.

For any delayed departure, you may be charged an additional day at the price of the night in force.

PIRATES WORLD WATER PARK

The customer staying in an accommodation or pitch campsite is entitled to free access to the partner water park "Pirates World" from the day of arrival until the day before departure. Swimming shorts are strictly forbidden. Wearing a wristband and traditional swimming suit is mandatory. Please take note of the rules and regulations in the following link: https://www.piratesworld.fr/reglement-interieur.php

In the event of non-compliance with the water park's rules and regulations park, the client may be refused access for a part or all of his or her stay.

PICTURE

You authorise the Village Club " Les Sables d'Or ", as well as any person whom the Village Club " Les Sables d'Or " may wish to substitute, to photograph, record or film you during your stay and to use these images, sounds, videos and recordings on any media (in particular on the websites or Internet pages campingsablesdor.com - including facebook -, on presentation and promotional materials and on travel or tourist guides). This authorisation applies to both This authorisation is valid for you and for the people staying with you. Its sole purpose of ensuring the promotion and animation of the Village Club "Les Sables d'Or" and may not in any way damage your reputation. This authorisation is granted free of charge, for all countries and for a period of 5 years.

LITIGATION

Any complaint concerning the non-conformity of the services in relation to the contractual commitments can be reported

By post, to the attention of the customer service, Chemin des Dunes 34300 Agde

By email to : reception-sablesdor@outlook.com

If you are not satisfied with the response, you can in accordance

with Article L. 612-1 of the Consumer

Code, within one year of his/her written complaint, the consumer, subject to Article L.152-2 of the Consumer Code, has the right to introduce a request for amicable resolution by way of mediation, with : SAS Médiation Solution

222 chemin de la bergerie 01800 Saint Jean de Niost website : https://www.sasmediationsolution-conso.fr, email : contact@sasmediationsolution-conso.fr

RESPONSIBILITY

The client expressly acknowledges that the Village Club " Les Sables d'Or" cannot be held responsible for the communication by its partners or any third party of false information mentioned in the brochure or the Village Club " Les Sables d'Or " website concerning the host sites, and in particular the presentation photos, descriptions, leisure activities, services and dates of operation. All photos and texts used in the brochure or on the Village Club "Les Sables d'Or" website are non contractual. They are for facilities offered by the Village Club "Les Sables d'Or " and indicated in the description in the brochure may be withdrawn, in particular for climatic reasons or in the event of force majeure as defined by the French courts.

DATA PROCESSING AND FREEDOM

The information you provide when communicating an order will not be transmitted to any third party. These informations will be considered by the Village Club " Les Sables d'Or" as being confidential. It will be used only by the internal services of the Village Club " Les Sables d'Or", to process your order and to reinforce and personalise the communication and services reserved for Village Club " Les Sables d'Or" customers according to your interests. (In accordance with the French Data Protection Act of 6 January 1978, you have the right to access, rectification, and opposition to personal data concerning you. To do this, simply send us a request by mail to the following address, indicating your name, first name and address: 21 Chemin des Dunes 34300 AGDE)



GENERAL TERMS AND CONDITIONS 2024

In order to benefit from our services, we kindly ask you to carefully read the general terms and conditions below.

Every guest recognizes to be able to contract, meaning having 18 years old or more and not being under tutelage or trusteeship. The reservation implies the full acceptation of the current conditions without any reserve.

These conditions are applicable to every sale contracted with the Cap Pirate hotel and Pirates World hotel, Chemin des Dunes, 34300 Agde. They are subject to modifications at any time and the applicable conditions will be the one in force at the time of the booking.

The buyer recognizes to be perfectly informed about the fact that his agreement concerning the contents of the present general terms of sale, does not require handwritten or electronic signature of this document of this conditions.

BOOKING CONDITIONS

The customer recognizes to have acquainted with the contents of the services, with the destination and with the booking modalities, with all the characteristics of the stay and suites. He recognizes to have requested and obtained all the necessary information to make the booking with full knowledge the conditions. The customer is responsible for his choice of reservation and for the adequacy to his needs, so that the responsibility of Cap Pirates and Pirates World cannot be looked.

1. <u>The booking</u>

The reservation becomes effective only with the agreement of the hotel and after reception of the deposit or the total balance. Passed this period and if we have not received any information from you, your booking demand will be cancelled and the facilities reserved will be released to sale.

The Cap Pirate hotel and the Pirates World hotel reserve the right to accept or refuse, depending on availability, and all circumstances likely to affect your booking.

You can neither sublet on no account nor transfer your reservation without the prior consent of the Cap Pirate or Pirates World hotel.

Minors must be accompanied by their parents or legal guardians.

The direction reserves the right to change the assigned number of suite and cannot guarantee the preferences.

A parking space is allocated to you free of charge per suite reserved and for the duration of your stay. The access to the site of the Cap Pirate hotel and the Pirates World hotel, for any electric vehicle, will be charged 20€ per day and per vehicle subject to prior request and availability.

2. GROUP RESERVATION

Any reservation of more than 1 suite by the same individual or by different individuals but knowing each other and traveling together for the same reasons on the same dates of stay will be considered a group. For any group reservation request, you must contact the Cap Pirate hotel or the Pirates World hotel by e-mail.

3. Prices and tourist tax

The prices for all of our stays, suites and ancillary services are available on our website. The prices are valid for the 2024 season, they correspond to one night and are indicated in euros, all taxes included.

When a guest books a stay at the cap pirate hotel or at the Pirates World hotel, the non-cancellable non-refundable rate applies (NANR). The customer can also take a flexible rate with cancellation conditions. ...This flexible rate corresponds to 12% of the value of the NANR rate. Regardless of the price contracted, the customer must immediately pay 25% of the amount of the stay at the time of booking. The balance must be paid no later than the day of arrival.

Tourist taxes are not included and are set by the municipality, i.e. 3.60 ℓ / night / person over 18 years old for the Cap Pirate hotel and 4.75 ℓ / night / person over 18 years old for the Pirates World hotel.

4. Booking fees

Booking fees are offered.

5. <u>Cancellation and modifications</u>

The conditions of cancellation are as follows: Cancellation more than 2 days before arrival: Deposit converted into a credit note valid for 12 months from the date of cancellation with a 50€ administrative fee. Here is a non-exhaustive list of guaranteed events: -liness (including Covid-19), serious accident or death -Contra-indication and following vaccination -Redundancy or contractual termination -Convocation for the adoption of a child -Convocation for an organ transplant -Your separation (PACS or marriage) -Professional transfer Summons to a make-up exam -Serious damage to your vehicle... -Summons to be a juror at a trial of fasizes Cancellation less than 2 days before arrival: non-refundable stay

5.1 Unused services

Any interrupted or abbreviated stay (late arrival, early departure) by you, can note give the right to refund, even partial.

5.2 <u>Replace</u>

In case of unavailability of Cap Pirate Hotel and Pirates world hotel or in case of force majeure, the hotel reserves the possibility of having the client fully or partially lodged in a hotel of equivalent or higher category, offering same services. The transfer will be the responsibility of the hotel owner who cannot be sought in payment of any additional compensation.

Security deposit

6.

At the Cap Pirate hotel, a pre-authorization of the bank card, used to pay for the reservation, in the amount of €300 will be carried out. This security deposit may cover costs during the stay and will be returned on the day of departure, after verification of the suite.

At the Pirates World hotel, a pre-authorization of the bank card, used to pay for the reservation, in the amount of €400. This security deposit will cover costs during the stay and will be returned on the day of departure, after verification of the suite.

CHECK - IN

The suite can be occupied from 4PM. The day of arrival each occupant shall provide the hotel with an identity document (passport, or European ID). For children who do not have ID, a photocopy of the family book or passport, where the name and surname of children appears, will be requested.

DURING YOUR STAY

1. Losses, theft, damage

The Cap Pirate hotel and the Pirates World hotel decline any liability or responsibility for theft, fire, bad weather and incidents, the customer liability is the one to be engaged.

All accommodations are equipped with a safe, we invite the customers to use them.

The customer will be responsible for any damage or incidents happening due to the customer or occupants' actions. This responsibility is applicable to the premises, furniture, decoration belonging to the hotel or not. Therefore, the hotel can ask the customer to leave the premises without any refund or further notice and to repay the damages caused.

All common areas and suite are non-smoking zones. Any violation of this rule will result in a 450.00€ fine per stay for the cleaning service and deodorizing.

2. <u>Pets</u>

Pets are not allowed in the Cap Pirate hotel, on the beach, near the swimming pools and in the Cap Pirate hotel. Any infringement of this rule will be subject to a fixed fine of 250.00€ per day.

Pets are allowed in the Pirates World hotel (only in our room) and generates an extra of 40 € / night / pet

CHECK-OUT

The suite must be freed before 11 am.

For any delayed departure and until 4PM 50% of the following night will be charged, passed this period the full night will have to be paid. Nevertheless, these modalities do not confer you the right to stay an extra night without consent of the hotel.

All departures between midnight and 8 am must be reported 24 hours before at the reception.

IMAGE

You hereby authorize the Cap Pirate hotel and the Pirates World hotel, as well as any person operating on their behalf, to photograph record, or film you during your stay, and to use said images, sounds, videos and recordings on all media (in particular on the sites or Internet pages cap-pirate.com including Facebook, on presentation and promotional materials, and on travel or tourist guides). This authorization is valid for you as well as for people staying with you. Its sole purpose is to promote and animate the hotel and in no way harm your reputation. This authorization is granted free of charge, for all countries and for a period of five years.

LITIGATION

Any possible complaint concerning the non-conformity of the services with the contractual commitments can be reported: By mail, to the attention of Customer Service, Chemin du camping -34300 Agde

By e-mail at contact@piratesworld.fr

If the answer does not satisfy you, this is a government link :

https://webgate.ec.europa.eu/odr/main/index.cf m?event=main.home.show&Ing=FR

LIABILITY

Customers expressly acknowledge that Cap Pirate hotel and Pirates world hotel cannot be held responsible for any false information communicated by its partners or any third-party that would be mentioned in the brochure or the website of the hotel concerning the host sites, including presentation photos, descriptions, activities, hobbies, services and dates of operation. All photos and texts used in the brochure or on the website of the Cap Pirate hotel and Pirates World hotel have no contractual nature and are merely indicative. It may happen that certain activities and facilities offred the Cap Pirate hotel/ Pirates World hotel and indicated in the brochure are cancelled, especially for weather-related reasons, or in case of force majeure as defined by the French courts.

DATA PROTECTION

The information that you communicate to us in connection with your order will not be transmitted to any third party. This information will be considered as strictly confidential by the Cap Pirate hotel and Pirates World hotel. They will be used only by the internal services the Cap Pirates hotel and the Pirates world hotel, for the processing of your order and to reinforce and personalize the communication and the offer of services reserved to customers of the Cap Pirate hotel and Pirates world hotel according to your interests. In accordance with the Data Protection Act of 6 January 1978, you have the right to access, amend, and object to any personal information about you. To that end, you need only make the request by mail to the following address by indicating your full name and the following address: chemin du comping 34300 AGDE)

Online booking

As previously indicated, the customer can book his stay online on the site <u>www.piratesworld.fr</u>.

When the customer has finalized his booking, the hotel Cap Pirate confirms the reservation by email, which also refers to these general conditions of sale. The booking is considered definitive after the receipt by the customer of the confirmation e-mail. This confirmation is the date of conclusion of the contract of sale and date of acceptance of these terms and conditions.

All necessary means are implemented to ensure the confidentiality and security of data transmitted over the web. As such, the website uses a SSL secure payment module (Secure Socket Layer) so that the transmitted information is encrypted by software and no third party other than the person mandated by the online payments can take knowledge.

