

# **GENERAL TERMS AND CONDITIONS OF SALE**

### 1. Booking conditions and access to the campsite

Reservations become effective after acceptance of the General Terms and Conditions when booking online and after receipt of the deposit or the total price of the stay. Reservations for rental pitches require a minimum

stay of 2 nights.

In accordance with article L. 221-28 of the French Consumer Code, the 1 4 - d a y cooling-off period cannot be exercised for services linked to accommodation.

Prices do not include tourist tax, which will be collected on site.

Reserved rental pitches are available from 5 p.m. on the day of arrival and must be vacated by 10 a.m. on the day of departure.

Late arrivals must be notified to the Campsite for organisational reasons. The Customer will then be informed of the arrangements for the late arrival.

Any late arrival of which the campsite has not been informed will be considered as a cancellation by the Customer and will allow the campsite management to make the pitch available again within 24 hours. No refund will be made.

The Customer who signs this contract for a fixed period may not, under any circumstances, claim any right to remain on the premises at the end of the stay, unless a new pitch is booked with the campsite.

The campsite does not accept minors who are not accompanied by an adult.

The Campsite reserves the right to refuse access to pitches booked in breach of this rule to minors under the age of 18 who are not accompanied by their legal guardians when they arrive at the Campsite reception desk, and to cancel their stay immediately.

Furthermore, the Campsite is not a Holiday and Leisure Centre within the meaning of decree no. 2002-883 dated 3 May 2002, and is not suitable for providing group or individual accommodation outside the family home for minors under the age of 18, unaccompanied by their legal guardians.

#### 2. Prices and terms of payment for campsite services

The descriptions and definitions of the rental seasons, as well as the rental periods and durations, are given on the rates sheet and on the website.

The prices in our brochure are in euros, including VAT at the rate in force at the time of printing.

Any change or modification of the rate as well a s any change in the taxes applicable to your stay, such as tourist tax, at the date of invoicing, may be passed on to you in the price of your stay.

Transfer and subletting:

All rentals are by name only and may not be transferred or sublet without the prior agreement of the campsite.

Price changes :

Prices are subject to change. The campsite reserves the right to change prices at any time. Stavs will be invoiced on the basis of the rates in force on the day of booking, subject to availability. The campsite cannot be held responsible for any difference in cost between two stays booked for the same period.

Offers and promotions are not retroactive and cannot be combined.

The prices shown are in euros, including VAT at the rate in force at the time the holiday is booked. The total price of the holiday includes the price of the pitch or rental accommodation, any additional services chosen, booking fees and any cancellation insurance. This total price is indicated before the Customer confirms the booking of their holiday, whether the booking is made on the website or via another booking channel. Any change or modification of the rate as well as any change in the taxes applicable to the holiday, on the date of invoicing, may be passed on to the price of the holiday.

Payment of the stay: a.

> • For rentals :

For all bookings made more than 30 days before the start of the holiday, a deposit of 30% of the price of the services booked must be paid on bookina.

The balance is due 30 days before the start of the holiday.

For all rental bookings made less than 30 days before the start of the holiday, full payment will be required at the time of booking.

#### For bare pitches, tents and camper ٠ vans:

A deposit of 30% is required at the time of booking.

The balance must be paid on the day of arrival.

Balance of your stay

Payment for your stay can be made by credit card (the cards accepted are those of the Carte Bleue, Visa, Eurocard/MasterCard networks), by holiday cheque (ANCV) (sent by recorded delivery with acknowledgement of receipt), in cash in euros and by cheque in euros up to 30 days before arrival at the campsite.

b. Security deposit:

For rental accommodation, a security deposit, the amount of which appears on the rates, is required on arrival at the Campsite. An imprint of your credit card may be requested or a deposit cheque depending on the campsite/destination and the arrangements m a d e by the campsite.

The deposit will be returned in full on the day of departure or at the latest eight days after a satisfactory inventory has been made.

Otherwise, the security deposit will be deducted.

An inventory of fixtures will be carried out on the day of departure. It will be based on the inventory taken by the Customer

on the day of arrival. The Customer will be given an inventory to check on arrival. Any anomaly must be reported to the campsite reception desk within 24 hours of arrival.

Any damage exceeding the amount paid as a security deposit will be charged to the Customer after deduction of the security deposit.

### 3. Cancellation and modification of reservations

In the event of cancellation by the Customer or by the Campsite of a holiday paid for by holiday voucher (ANCV), no refund will be made. The amount received will be offered in the form of a credit note for a future booking.

#### Changing your booking a.

On request, the Customer may ask for their holiday to be modified (campsite, dates and/or type of accommodation), subject to availability and reception possibilities.

Customers may request a change to their booking only once during the season and no more than 14 days before the start of their stay.

No postponements will be accepted for the following season.

- An administrative fee of 25 (twenty-five) euros will be charged for changes to a rental.

- If the amount of the new stay is higher, the difference between the two bookings is payable by the Customer.

If the cost of the new stay is lower than that of the initial stay, the difference may be refunded and the administrative costs for changing the stay as defined above will apply.

The Customer's attention is drawn to the fact that in the event of a change to the holiday, he/she will not be able to benefit from promotions subsequent to the initial booking. The date of the first reservation will apply.

If the Campsite is unable to accommodate the Customer's request for a change, the initial stay will be maintained unless the Customer cancels, and the corresponding cancellation charges will be applied.

#### b. Unused services

Any stay that is interrupted, shortened or in the event of a no-show (late arrival, early departure) due to the fault of the Customer, will not give rise to a refund.

#### Cancellation by the campsite c.

In the event of cancellation by the campsite, except in cases of force majeure, the stay will be refunded in full.

However, this cancellation cannot give rise to the payment of damages.

#### Cancellation by the Customer

d.

Any notification of cancellation must be sent by registered letter to the campsite's postal address as soon as possible, as evidenced by the postm a r k.

In all cases, the booking fee will be retained and the amount of any insurance taken out will not be refunded

Cancellation of the booking by the Customer will incur cancellation charges per booking according to the scale below:

More than 45 days	5% of the total price
Between 45 and 30 days	30% of the total price
Between 30 and 15 days	50% of total price
Between 14 and 8 days	75% of the total price
Less than 7 days and no show	100% of the total price
Any holiday cut short or any service abandoned voluntarily by a Customer will incur cancellation charges of 100% of the price of the holiday cut short or abandoned. abandoned.	

## 4. Liability

The campsite accepts no responsibility f or theft or damage to personal belongings on the campsite.

We would like to draw your attention to the fact t h a t campsite rentals are not t h e responsibility of hoteliers. Consequently, the campsite cannot be held responsible for the loss, theft or damage of personal belongings on the pitches, whether rented, bare or in the car parks or communal areas.

Please note that the car parks are not guarded.

#### 5. Complaints

The Campsite team is at the disposal of Customers during their stay to answer questions, resolve any malfunctions observed and enable them to make the most of their stay. Please contact them with any queries.

Any complaint concerning the non-conformity of the services in relation to the contractual commitments must be notified in writing (by registered letter or e-mail) to the campsite manager within 30 days of the end of the stay.

In the event of disagreement with the response given or in the absence of a response two months after your complaint has been sent, and in accordance with articles L.616-1 and R.616-1 of the Consumer Code, the Customer may make a free request for mediation to the MEDIATION CONSOMMATION DÉVELOPPEMENT mediation service:

- or via their website website https://www.medconsodev.eu
- or by mail to the following address CNPM MEDIATION CONSOMMATION Centre d'Affaires Stéphanois SAS IMMEUBLE L'HORIZON - ESPLANADE DE FRANCE 3, RUE J. CONSTANT MILLERET - 42000 SAINT-ÉTIENNE - FRANCE

enclosing a copy of the first written complaint sent to the Campsite, together with the reply sent.

## 6. Tourist tax

The tourist tax, collected on behalf of the municipalities, is not included in the rates. The amount is determined per person per day and varies according to the destination. It must be paid on site.

The amount of the tourist tax may be communicated to you before your arrival. This amount is

and is subject to change during the year.

#### 7. Personal data

In accordance with current European legislation and in particular with the General Data Protection Regulation (EU Regulation 2016/679 of 26 April 2016), the campsite, as data controller, collects personal data.

The information collected about you is processed by the Campsite and by its commercial partners and service providers located in the European Union.

The information requested is necessary for your reservation to be processed by our services. Your answers are obligatory; failure to answer will make your registration impossible.

The processing is also intended for statistical purposes, canvassing and the implementation of marketing operations with your prior consent and in compliance with the legitimate interests of the UCPA Group, to which you consent by accepting the general terms and conditions of sale.

As part of the collection of your telephone data, the Campsite informs you of your right to register on a list of opposition to telephone canvassing.

The Data is kept for the period necessary for the purposes of its processing and then archived in accordance with the legal provisions in force, subject to the processing necessary to comply with the accounting, tax and social legal obligations that are specific to it.

You have a right of access, rectification, portability, opposition, deletion and/or limitation of processing.

You have the right to withdraw your consent at any time by sending your request by post to the attention of the DPO at the following address: UCPA - DPO - 21, rue de Stalingrad 94110 Arcueil or by e-mail to dpo@ucpa.asso.fr.

You may also lodge a complaint with the competent supervisory authority.

For security reasons, video surveillance systems may be installed on the campsite in compliance with the applicable legislation.

# **8. CANCELLATION INSURANCE**

If you wish to take out Assur'Camping insurance, please check that you do not already have cover for one of the events covered by the new policy.

If you have previous cover for the risks covered by the insurance taken out, you have the option of cancelling this/these insurance(s) free of charge within 14 days of taking out the policy, as long as the package and no cover have not been taken out.

In this case, you may exercise your right to cancel by sending a letter or any durable medium to the insurer of the new contract, together with proof that you already have cover for one of the claims covered by the new contract. covered by the new contract. The insurer is obliged to refund the premium paid within 30 days of your cancellation. If you wish to cancel your policy but do not meet the above conditions, check the cancellation terms and conditions in your policy.

If you have taken out additional cover (cancellation, programme interruption, assistance, etc.) and wish to benefit from it, it is your responsibility t o contact your insurer.

The optional cancellation guarantee allows the Customer to be reimbursed the sums withheld by the Campsite, in accordance with the cancellation conditions specified in our General Terms and Conditions of Sale, if the Customer has to cancel all or part of their stay due to illness or accident.

The terms and conditions of Assur'Camping cover are set out in the general terms and conditions of sale, which are available and sent to you when you book and take out this additional insurance.

Please note! The optional cancellation cover must be taken out at the time of booking. It is only valid for registration at the campsite and is nonrefundable.

### 9. Rules and regulations

All customers and visitors are required to comply with the <u>house rules</u> displayed at the campsite and available for consultation on the website.

The Campsite reserves the right to exclude from the campsite any Customer who commits acts o f verbal or physical violence, including sexual and gender-based violence, or any criminal offence committed during the stay. Without prejudice to any recourse it may have, the campsite also reserves the right to take any useful measure with regard to this Customer, in particular permanent exclusion from the campsite and cancellation of all stays for subsequent departures. No compensation will be due in this respect.

All Customers must comply with the rules to ensure that their stay runs smoothly.

As a general rule, the campsite strongly advises against bringing valuables or leaving them in the accommodation, bare pitches, tents and camper vans. The campsite accepts no responsibility in the event of theft or damage to objects that have not been entrusted to it.

### 10. Visitors from outside the campsite

Visitors from outside the campsite must report to reception. Vehicles must be parked outside the campsite. Visitors will not h a v e access to the facilities included in the campsite. Depending on the campsite, a daily fee will be charged.

## 11. Animals

Category 1 and 2 dogs are strictly prohibited. Pets will be accepted on presentation of an anti-rabies certificate, and a certificate of aptitude for possession in the case of categorised dogs.

Pets must be kept on a lead and muzzled if necessary. They will be walked outside the campsite premises.

Contact Assur Camping Customer Relations Centre Monday to Friday 9am to 5pm 05 34 45 31 62 - <u>serviceclient@xplorassur.com</u> Questions about cover, subscription changes and cancellations, insurance certificate Dedicated claims department Tuesday and Thursday, 2pm to 5pm 05 34 45 31 50 - <u>gestionucpa@xplorassur.com</u> Questions about claims, follow-up of files, missing supporting documents, etc.	Would you like to make a claim? Your complaint must be sent by registered letter with acknowledgement of receipt, accompanied by the supporting documents, specifying the booking number, either to the following postal address: UCPA - Pôle Relation Client Réclamation 21-37 rue de Stalingrad CS 30517 - 94741 ARCUEIL CEDEX. Or by e- mail:reclamation@ucpa.asso.fr Any complaint after departure must be sent within the mandatory period of fifteen days after the return date. After this deadline, no correspondence will be taken into consideration.
Wellness Sport Camping Ax-Les-Thermes Le Malazéou - RN20 - 09110 Ax-Les-Thermes +33 (0)5 61 64 69 14 -hello-ax-les-thermes@wellness-sport-camping.com Website: axlesthermes.wellness-sport-camping.com	Wellness Sport Camping is a brand of the UCPA group - SAS La Vacance manages the UCPA Wellness Sport Campsites on behalf of the UCPA Association. Registered office SAS La Vacance :9 chemin de la Mainette 65510 Loudenvielle - RCS Tarbes - Siret: 42115427900028 - N° TVA: FR19421154279 - APE : 5530 Z - Financial guarantee : Caisse d'Epargne Midi Pyrénées 10 avenue Maxwell 31023 Toulouse - Professional liability insurance : ALLIANZ IARD, 87 rue de Richelieu 75002 Paris.