

# **Apartment – Rental terms**

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.

- Any reservation made on the campsite's website constitutes the formation of a contract concluded at a distance between the customer and the campsite. 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.
- Parking for 1 car included in price of rental. Additional vehicles must park outside the campsite.
- Apartment is equipped with crockery and cooking utensils.
- Water and electricity are included in the price of the rental.
- We recommend bringing your own bed linen. Bed linen may also be hired on request (see prices).
- Rental possible only by reservation: sheets, towels, household linen or childcare equipment. Please consult us maximum 30 days before arrival (limited stock). Surcharge applicable in case of return in poor condition.
- Apartment is rented on a weekly basis. Arrivals Saturday after 4 p.m. and departures Saturday before 10 a.m. Nightly rentals possible outside this period and according to availabilities (minimum 2 nights). Please contact us.
- In all cases, guests must arrive before 8 p.m.
- A 25%-deposit and 20 € booking fees are required upon signing the reservation contract.
- 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 accommodation will be returned for sale. All the amounts already paid will be retained as termination indemnity.
- Upon arrival, a 120€-deposit will be requested for cleaning purposes. It will be returned on departure, if the rental is left perfectly clean.
- An additional 300€-deposit is payable on arrival. The deposit is retained in case of damage to the rental.
- In the event of having to cancel the booking of your apartment, no reimbursement will take place if you haven't paid a subscription to the cancellation insurance (see conditions).
- The 20 € booking fee is not reimbursable.
- Animals are strictly forbidden in the apartment, which is non-smoking.

# MODIFICATION, CANCELLATION AND REFUND OF YOUR STAY

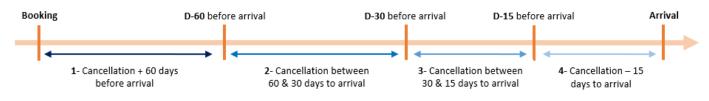
<u>Modification of your reservation</u>: A request for modification of the stay (dates, type of accommodation) can be made to the campsite (by mail or e-mail), as far as availabilities. No postponement will be accepted for the following season. If no changes are made, the client must make his stay in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

Any request for extension of stay or change of category of rental 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.

<u>Cancellation by the customer</u>: in case of cancellation, please notify the campsite as soon as possible by e-mail or mail.

# • In case of cancellation without insurance:



1- Cancellation occurring more than 60 days before the date of arrival: the entire deposit will be refunded. A compensation

of  ${\ensuremath{\varepsilon}}$  20 will be retained as a cancellation fee.

2- <u>Cancellation occurring between 60 and 30 days before the date of arrival</u>: the entire deposit will be kept as a cancellation fee.

3- <u>Cancellation occurring between 30 and 15 days before the date of arrival:</u> 50% of the total price of the stay will be retained as a cancellation fee.

4- <u>Cancellation occurring less than 15 days before the date of arrival:</u> the total amount of the stay will be retained as a cancellation fee.

# • In case of cancellation with insurance

A part of the amount paid (excluding application fees, insurance costs and tourist taxes) will be refunded\* according to the cancellation conditions available on our website.

The cancellation insurance is charged 2,9 % of the price of the stay (subject to increase and modification by the insurer). It is optional and must be purchased at the time of booking.

\* In case of no-refund by the insurance and upon presentation of a proof, we will refund you according to the conditions of cancellation without subscription to the insurance, excluding the cost of the cancellation insurance.

## Interruption of stay:

An interrupted stay or a late arrival due to the customer will not give rise to any credit or refund, except in case of subscription to the cancellation insurance, according to the conditions of interruption available on our website.

## **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):

- 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).

## **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-olbia.com, or by postal mail accompanied by a copy of a signed identity document, to the following address: SA ELC, 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 <u>https://www.bloctel.gouv.fr</u>. **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 <u>www.mediateur-consommation-smp.fr</u> 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&Ing=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).