

# GENERAL TERMS AND CONDITIONS OF SALE

## Booking your stay

Registration for one of our stays implies the acceptance of our conditions of sale and GDPR, and the internal regulations of the campsite or residence concerned.

The reservation is confirmed upon receipt by email of the identifiers of your Clix customer account (except camping Partners).

The surnames, first names and ages of all participants (including newborns) must be communicated at the latest on arrival.

For obvious safety reasons (swimming pool, possible evacuation of the campsite, etc.) or health, minors unaccompanied by an adult are not admitted.

Reservations for student integration weekends or groups are not permitted.

Any modification of file, or reservation, must be notified IN WRITING.

Subletting is totally prohibited, and people showing up will be denied access to the campsite and accommodation.

In Spain, Belgium and Italy, regulations require us to request and keep a copy of a valid identity document (passport or identity card) in our campsites. This document will be requested from you when you make your reservation or on the day of your arrival.

## Payment Terms

For reservations made more than 30 days before the start of the stay, a deposit of 25% of the amount of the reserved services must be paid, as well as the administration fees (non-refundable). The amount of the administrative fees is 27€ for stays of 5 nights or more (except 10€ in the Netherlands), and 11€ (stay of 1 to 4 nights). The balance of your stay must be paid 30 days before the date of your arrival. Otherwise, and after a reminder by email/telephone, the stay will be cancelled.

For reservations made less than 30 days before the start of the stay, full payment for the stay must be made at the time of booking by credit card. Any subsequent change in the applicable VAT rate or tourist taxes, occurring between the time the rates were determined and the invoicing of the stay will result in a correlative change in the price, including tax. The cancellation guarantee is optional and payable in addition to the rental at the same time as the deposit.

**Cancellation guarantees** 3% of the net price of accommodation with a minimum of €9 (from 1 to 4 nights) and €22 (5 nights and more).

## Rates

**Our prices include** access to campsite equipment, entertainment, the water park; water consumption, electricity (except in caravan camping and monthly rentals); the necessary equipment for the number of people corresponding to the category of accommodation chosen (excluding additional people); space for one vehicle per rental; access to non-paying activities.

For reservations on a camping pitch, a maximum of 6 people are accepted.

**Our prices do not include** an additional car, an additional tent, an additional person, animals, a trailer, a daily visitor, the cancellation guarantee, the administrative costs and the contributions to the tourist tax and household waste. Bed linen, towels and a baby kit are available for hire on site.

You have the possibility to book and pay in addition, any cleaning costs which will be carried out by us - Variable rates according to type of accommodation (ask the campsite for information).

In addition, our prices are subject to change depending on economic and commercial conditions. The promotional offers proposed after the date of the reservation are not retroactive, and no refund of the price difference can be made.

Our campsites do not have VACAF certification

## Visit us

In the event of a problem in your rented accommodation, file a complaint with the reception within 24 hours (for example concerning the utensils available, the state, or the cleaning of the accommodation). We will then do our best to correct this issue as soon as possible.

After this period, no complaint will be taken into account and you could be held responsible, upon departure, for any damage or missing items. **What we do not wish !**

## Security Deposits

A pre-authorization to debit your bank card for €1 will be requested before your stay (on your clix account) or on the day of your arrival).

### 1. Accommodation deposit:

Accommodation and rented pitches must be returned in the state in which you found them. In the event of damage observed (breakage, missing items, deterioration) we will notify you, then debit the sums necessary for the repair of the rental.

### 2. Cleaning Deposit/Final Cleaning:

The accommodation must be left clean on your departure (floors cleaned, dishes washed, blankets folded and put away, bins emptied, cupboards cleaned, kitchen and shower rooms/toilets cleaned).

If you notice any anomalies in the condition of your rental upon your arrival, you must notify the reception of the campsite (or residence) within 24 hours, who will be able to do everything possible to correct the situation as soon as possible. Without, it will be very difficult for us to respond favourably to your complaint.

If the accommodation is not returned clean at the end of your stay, we reserve the right to invoice you for the costs of restoration and to deduct them from your deposit after notifying you.

The deposit rates charged are as follows depending on the category of accommodation:

**€120 Deposit:** classic rental (Chalet, Moon, Mini-Habana, Habana, Kalliopée, Tent (shed/comfort/safari), Sun, Studio, etc.)

**€160 Deposit:** Resort - Moussaillon 5 – Petit Mousse 5- Lodge - Bart - Callisto - Thalia - Kim - Caribou - 2-room apartment

**€195 Deposit:** Moussaillon 7 - Max 4 and Max 6 – Maya 4 and 6 - Rio 4 and Rio 6 - Family (1 bathroom 4 bedrooms) - Farés - Amnésia 6 and Amnesia 8 (includes MH and Cabane) - Falabraque 6 and Falabraque 8 (includes MH and Cabane) - 3 room apartment

**€230 Deposit:** Super Family (2 bathrooms 4 bedrooms)

**€290 Deposit:** Tribe/Moussaillon Tribe

**€325 Deposit:** House/Villa/Apartment from 646 sq. ft.

**€390 Deposit:** House/Villa/Apartment from 1615 sq. ft.

You have the option of purchasing an end-of-stay cleaning service. This package is invoiced according to the category of your accommodation and the rates can be consulted at the reception or in the FAQ section of

our website. This service, out of respect for our maintenance teams, does not exempt you from leaving the accommodation in a minimum state of cleanliness (emptied bins, washed dishes, folded blankets, cleaned rubbish).

### 3. Other case of guarantees:

A deposit on some campsites may be required for Top Presta pitch rental, barbecue rental, bike rental, the provision of badges for the barrier or any other special service.

## Our Accommodations and Services

Given the diversity of the range offered by Vagues Océanes, there are some differences in terms of configuration, age and decoration of the rentals. We remind you, moreover, that any request for a specific orientation or situation is an additional service. When making your reservation, you can specify a pitch corresponding to your expectations, and we will really do our best to satisfy you. But this does not constitute a contractual guarantee.

Emergency work undertaken by the campsite, by public authorities or by a private individual nearby and which could disturb our customers on our sites, cannot be blamed on us.

Please be aware at the beginning and end of the season, some shops and activities may be closed (inquire).

The holiday park may be forced to occasionally close a playground in the event of a technical problem that could lead to a lack of security for customers.

## Arrivals and departures

Arrivals are possible from 4 p.m. until 8 p.m. Departures are before 11 noon (except for the Baume Palmeraie campsite, where departures are before 10 a.m.).

The camping pitches are available from 2 p.m. and must be vacated before 12 p.m. For a late arrival or an early departure, you must notify the campsite (or the residence). Pitches and mobile homes are allocated according to availability and can be modified at any time before the actual delivery of the keys.

**If you do not show up on the scheduled arrival day and do not notify us 24 hours before the arrival date, then Vagues Océanes reserves the right to put the accommodation back on sale.**

Any departure after 2 p.m. will be charged for 1 additional night according to the current rate.

## Our partner campsites

Some of the destinations on offer are linked to partners. They meet all the quality, location and service requirements to guarantee you a holiday full of happiness and pleasure.

In most cases, a representative of the brand will be on hand to help you.

These are the campsites: BOSC – BOUTINARDIERE - CAMPO DI LICCIA –  
DOMAINE DE LA MARINA – EUROPE - GRAND TERRE - HARROBIA - LOU BROUSTARICQ -  
LOU PIGNADA – MAIANA RESORT – MARSOUINS – OASIS CALIFORNIA - PANSARD –  
POMMIER - ROCA GROSSA – SALISSES – SIRENE - ST AYGULF PLAGE - TERRA VERDON –  
TIKITI- VIEUX PORT-VILANOVA

Departures from these campsites must be before 10am.

For partner campsite Any complaints should be made in the satisfaction questionnaire which is sent to you automatically by email on the Monday after the end of your stay or by registered post within 10 days of the end of your stay.

VAGUES OCEANES : [qualite@vagues-oceanes.com](mailto:qualite@vagues-oceanes.com) / 25, rue de Saint Etienne 85210 SAINT AUBIN LA PLAINE

## After-sales service

We cannot be held responsible for fortuitous events, force majeure, climatic events, legal or administrative decisions, which would disrupt, interrupt or prevent the stay, cancel / modify the entertainment or remove certain activities or installations.

Any complaint concerning a stay must be addressed to us, within 10 days after the end of your stay, in the satisfaction questionnaire which is sent to you automatically by email on the Monday following the end of your stay.

This questionnaire is also available in your Clix account (except camping Partners).

Our Customer Service will do everything possible to process your complaint within 3 months and will reply via your Clix account (except Partner campsites). The response to your questionnaire will be available in your Clix account even if you do not receive the email.

For Partner campsites, any complaint must be made by registered letter, within 10 days of the end of the stay.

After contacting Customer Service by registered post with acknowledgment of receipt and failing a satisfactory response within 3 months, the customer can contact the mediator on which the campsite depends:

- For a CAPFUN Campsite : SAS MEDIATION – 222 Chemin de la Bergerie – 01800 St Jean de Niois – 04.82.53.93.06 [www.sasmediationsolution-conso.fr](http://www.sasmediationsolution-conso.fr)
- For a CLICOCHIC Capfun SAS MEDIATION ( except Orée d’Azur ) BAYONNE MEDIATION - 32 Rue Hameau - 64200 BIARRITZ - 06 79 59 83 378 - [www.bayonne-mediation.com](http://www.bayonne-mediation.com)
- For a VAGUES OCEANES Campsite : BAYONNE MEDIATION - 32 Rue Hameau - 64200 BIARRITZ - 06 79 59 83 378 - [www.bayonne-mediation.com](http://www.bayonne-mediation.com)

The referral to a court by one or other of the parties is done in compliance with the provisions of Articles 46 and 48 of the Code of Civil Procedure.

## Cancellation of stay

In the event of cancellation of stay before arrival, interruption of stay or postponed arrival and whatever the cause, illness, accident or unforeseen event, the occupant will be required to pay the balance of the reservation and no refunds will be granted.

On the other hand, if you subscribe to the Cancellation Guarantee, you are guaranteed:

- reimbursement of sums paid, excluding administration fees and Cancellation Guarantee.
- reimbursement pro rata temporis of the scheduled rental, excluding Administrative Fees, Cancellation Guarantee and Cleaning Fees, if you have to leave the rented accommodation before the scheduled departure date.

The guarantee applies if the impediment concerns the client, his spouse, the persons designated on the rental

contract, his ascendants or descendants or those of his spouse, and is caused by one of the following causes only:

- Death, an illness not known at the time of reservation of the stay or a bodily accident occurring after this reservation;
- The death that may occur to the client's brothers, sisters, sons-in-law or daughters-in-law.
- An administrative, judicial, military or jury summons.
- The impediment justified by a dismissal, a transfer of the client or his spouse or by the bankruptcy of the company of which the client is manager.
- The guarantee, in the event of illness or bodily injury, must, to be effective, be justified by a medical prescription dated less than one month before the date of arrival.

Any cancellation **MUST** be notified in writing to the manager of your location of stay.

To benefit from the cancellation guarantee, you must inform the campsite (or the residence) of the reason for the cancellation 24 hours before your arrival.

You have 10 days from the date of cancellation to send us an authentic supporting document (medical, death or employer's certificate).

## Internal Regulations

Each campsite has internal rules listed at reception. As a client of the campsite, this is binding on you.

In the event that a customer disturbs the stay of other users, in the case of an act of physical or verbal violence, a threat to our staff or our customers, any attitude endangering the safety of persons and/or property, will result in his immediate eviction.

- **Warning!** Animals are prohibited on some of our campsites (they are prohibited around swimming pools, sanitary facilities and catering points). Inquire before your arrival. When permitted, they must be kept on a leash at all times. You may be asked for your vaccination record at any time. Only 1 animal is allowed per accommodation. 1st and 2nd category dogs are prohibited in France. Some campsites may refuse animals in our premium ranges: Rio, Max and Maya, Super family, Moussaillon, Tribu and Treehouses (inquire).
- The legislation in force being different according to the country, please inquire directly with the campsite.
- No installation (tent), vehicle or additional person is accepted on the rental pitch without the agreement of the campsite.
- **Electric or hybrid vehicle :** Following several serious accidents caused by the illegal charging of electric vehicles on the campsite sockets, we remind you that our accommodation is not suitable for charging an electric or hybrid vehicle.

It could :

- Cause damage to the vehicle,
- Cause serious accidents in the mobile home (explosion, fire, short circuit),
- Cause significant damage to the campsite's electrical network

Our insurance does not cover any damage caused by loading a vehicle.

The entire loss is the total and exclusive responsibility of the vehicle owner.

For these reasons and for your safety, it is strictly prohibited to recharge the battery of an electric or hybrid vehicle by plugging it into an electrical outlet in accommodation.

In the event of an infringement, we bill and debit an amount of €100 from your bank card.

- For security and insurance reasons, the number of occupants cannot exceed the capacity provided by type of accommodation (including newborns). Otherwise, on arrival, the campsite reserves the right to refuse access to accommodation.
- On some campsites, barbecues may be prohibited (check with the campsite). Any contribution of additional electrical equipment must be validated before arrival, with the campsite manager

Throughout the campsite, children are under the responsibility and supervision of their parents.

## **The Water Park**

In the swimming pools, wearing swimming trunks is compulsory (on the grounds of maintaining hygiene standards, long clothes are prohibited in the swimming pools: shorts / underpants / wetsuits / skirts / bermudas / fully length swimsuits, etc.), as well as bracelets.

We remind you that swimming pools and slides can be dangerous. The customer's responsibility will be engaged in the event of non-compliance with the rules for the use of the slides or the swimming pool regulations. A warning will be issued and must be signed by the customer upon arrival.

Young children must wear nappies designed specifically for swimming, in order to comply with hygiene standards. Children who cannot swim **MUST** wear armbands. Children **MUST** be accompanied by an adult.

Some slides have specific conditions of use (size, age), this is particularly the case for Spacebowl, Tsunami, Racer, Twister, Rafter, Crazy Cone, Firebowl and Magic Cone. Inquire at the campsite.

Daily visitors do not have access to the aquatic areas for insurance reasons.

The campsite may have to close a slide or a swimming pool from time to time in the event of unforeseen technical problems which may lead to a lack of safety or hygiene.

Access to aquatic areas is strictly prohibited outside of opening and closing hours.

## **Insurance**

Vagues Océanes declines all responsibility in the event of theft, fire, natural events, natural disasters, cases of force majeure and in the event of any incident under the customer's responsibility, and will not bear the cost of the damage.

It is the customer's responsibility to take out insurance covering:

- The consequences of his civil liability;
- Damage to these personal effects while on holiday;
- Their rental liability as occupant (rental risks).

The customer must therefore check with his insurance company that he has such guarantees under his Home Insurance contract and his guarantee conditions (capital subscribed and extent of the guarantee).

If this is not the case, the occupant is required to take out insurance against the risks inherent in his occupation. Namely: accident, theft, loss, damage to personal effects (suitcases, objects, furniture, valuables, vehicles, bicycles, civil liability, etc.).

He must also take out insurance for any damage he may cause to the rented accommodation or the campsite, by himself or his companions (rental risk insurance). Customers must provide proof of their insurance at the first requisition.

As part of the rental or loan of bicycles / barbecues, customers are required to take out insurance against theft, loss or damage. In the case of theft of bicycles or any other personal item, the campsite insurance will not work. We therefore advise you to carefully check the holiday extension of your home insurance.

**Withdrawal period**

In accordance with article L221-28 of the consumer code, you do not have a right of withdrawal.

## **Important Note**

No brochure and website can be immune to possible "misprints", omissions or printing errors. Only the rental contract confirming the reservation takes the place of contractual document. We are not immune to a gross error beyond our control.

## **Personal data and GDPR regulations**

The protection of your personal data is important to us and we strictly respect the applicable legislation.

The company Vagues Océanes (SASU TO.VO) and campsites affiliated are responsible for data processing and manage all information with the utmost care and confidentiality.

Our data protection officer can be contacted at [webmaster@vagues-oceanes.com](mailto:webmaster@vagues-oceanes.com). This e-mail address can be used for questions about data collection on Vagues Océanes and all Vagues Océanes campsites.

### **- Which data is collected?**

#### **On [vagues-oceanes.co.uk](https://vagues-oceanes.co.uk), by phone or on the website of the campsite:**

When you make a booking on [vagues-oceanes.co.uk](https://vagues-oceanes.co.uk), via our call center, on the website of a campsite or by telephone at a campsite, we collect the following personal data:

- First and last name (of the main booker and the fellow travelers)
- Date of birth (of the main booker and the fellow travelers)
- E-mail address (of the main booker)
- Address (of the main booker, optional)
- Telephone number (of the main booker)

For Spanish campsites and in accordance with the legislation: proof of identity (passport or identity card)

#### **Satisfaction survey - we will send you a questionnaire after your stay**

The reviews of our guests are very important to us and allow us to improve. After your stay, we will therefore send you three requests by e-mail to answer a satisfaction questionnaire.

If you fill out the survey, we will keep your review for 5 years. This review can be consulted by Vagues Océanes customer service and management teams.

It is posted anonymously on our website and possibly on the campsite's website. Your e-mail address or your last name is not shown. When entering your review, you have the option to indicate that you do not want your review to appear on our website. In that case, your review will not be made public.

#### **On your customer account and in our systems :**

- the history of your stays over the last 5 years
- the satisfaction surveys you have completed following your holidays over the past 5 years.

### **- When you apply one of our campsites :**

On our site [camping-vagues-oceanes.com/recrutement.html](https://camping-vagues-oceanes.com/recrutement.html) you can apply at one of our campsites or at our head office. In this context, we collect the following information:

- First and last name
- Date of birth
- Address
- E-mail address
- Résumé
- Motivation letter

This information can be consulted by the campsite management teams and Vagues Océanes HR department. The information will be deleted after 18 months.

### **- Information we do not store:**

All your payment details (credit card numbers) are not stored on our servers, but with our bank partner. Vagues Océanes employees do not have access to this information.

#### - Safety

Vagues Océanes has an appropriate policy and has taken the technical organizational measures to store and protect your personal data against unlawful or unauthorized access, accidental loss or destruction, damage, unauthorized use and unlawful disclosure.

In all cases, the user is advised that any data transmission over the Internet is not completely secure and as such is carried out at your own risk. While we do our best to protect your personal information, Vagues Océanes cannot guarantee the security of personal information transmitted through our website.

#### - Information we collect automatically

When you browse the site [www.vagues-oceanes.co.uk](http://www.vagues-oceanes.co.uk), in strict accordance with current legislation and your rights, data related to your browsing and interactions with our website.

This information is collected using cookies or other similar technologies such as web beacons, pixels and mobile device identifiers.

#### - How we use this information ?

We use your data to manage your booking, to send you offers or to send you information about your upcoming or past stay.

We may transfer your email address to our partner Guest Suite so that, if you wish to contribute, they can collect your feedback on your customer experience when using the [www.vagues-oceanes.co.uk](http://www.vagues-oceanes.co.uk) website.

Where permitted by law, we may share your email with social networks such as Facebook, Google or Instagram as part of our marketing promotion.

Your data will not be transferred outside the European Union. You can consult them at any time on your personal customer account.

#### - How long do we keep your data ?

We do not store your data longer than is necessary to provide our services or within the legally prescribed limits. Your personal data will be deleted at the end of this period. We cannot delete your data in case of a legal retention obligation, for example if this is prescribed by accounting law or if there is a legal reason for keeping the data, for example an ongoing contractual relationship.

Data from customers who have been on holiday with Vagues Océanes or on a campsite purchased by Vagues Océanes are kept for ten years if there has been at least one stay with Vagues Océanes in the last five years. If you have not been a customer with us in the past five years, your data will be deleted.

We can delete your data at your request. Send an email to [webmaster@vagues-oceanes.com](mailto:webmaster@vagues-oceanes.com) or to our PO box address: Vagues Océanes, Service DPO, 25 route de Saint Etienne, 85210 Saint Aubin La Plaine.

#### - Cookies on the Vagues Océanes website

We use cookies or other similar technologies, such as web beacons, pixels, and mobile device identifiers. We may also allow our business partners to use these tracking technologies on our website:

- Cookies related to identification in the personal customer account
- Cookies in the "shopping cart"
- Cookies for analysis of audiences

[Vagues-oceanes.co.uk](http://Vagues-oceanes.co.uk) uses cookies to provide you with the best possible service. By continuing to browse the site, you accept its use to make you suitable offers.

#### - Why does Vagues Océanes use cookies?

Vagues Océanes uses cookies to offer you an optimal user experience and adapted to your personal preferences. By using cookies, Vagues Océanes ensures that you do not have to enter the same information while surfing the internet. Cookies are also used to optimize site performance.

Vagues Océanes has taken all technical and organizational measures to protect your personal data and to protect you against possible loss of information or any form of unlawful processing.

#### - What are your rights?



You have the right to delete or change your data at any time, by sending us an email to [webmaster@vagues-oceanes.com](mailto:webmaster@vagues-oceanes.com).

With regard to your personal data:

- Correcting and removing this (right to be forgotten).
- The right to object to the processing of your data.
- The right to withdraw your consent or restrict the use of your information.

If you feel that your rights are not being respected, you can submit a complaint to our data protection officer (DPO): [webmaster@vagues-oceanes.com](mailto:webmaster@vagues-oceanes.com) or

Vagues Océanes, Service DPO, 25 route de Saint Etienne, 85 210 Saint Aubin La Plaine

Siret 503 125 346 00018 APE 5530Z / RCS LA ROCHE SUR YON 503 125 346

SASU AU CAPITAL 200 000€ N°TVA : FR81503125346

If, following your complaint to our DPO, you believe that your rights have still not been respected, you can lodge a complaint with the competent data protection authority, namely the CNIL: [www.cnil.fr](http://www.cnil.fr).

#### - Image rights:

The client expressly authorizes VAGUES OCEANES to use, free of charge, on any communication medium, photos and videos of himself or of any person staying with him, for the purpose of promoting VAGUES OCEANES.

If you do not want us to share your photos in any way, just let our campsite manager know when you arrive. If, despite everything and inadvertently, a photo of you or one of your companions were to appear on one of our commercial media, a simple email to [webmaster@vagues-oceanes.com](mailto:webmaster@vagues-oceanes.com) will be enough for us to delete the said photo or video, immediately.

#### - Change of Legal Notices

Vagues Océanes may change its legal notices at any time, in particular if the applicable legislation changes. Each change will be posted on the website or notified to you by email.

In accordance with Law 2014-344 of March 17, 2014, you can oppose recruitment by telephone by subscribing to the BLOCTEL list ([www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)).

#### - Accommodation Vagues Océanes

In application of the law of March 11, 1957 (art. 41) and of the intellectual property law of July 1, 1992, any partial or complete reproduction for collective use is strictly prohibited without the consent of the Vagues Océanes company.

The logos, images and brands on this site are the property of their respective owners.

This site may, without his knowledge, be linked to other sites by means of hyperlinks. The Vagues Océanes company declines all responsibility for the information presented on these other sites.

The internet user acknowledges that the use of this site is subject to French law.

#### - Intellectual property

Access to our site gives you the right to private and non-exclusive use of this site.

All elements published on our sites, including in particular texts, photos, computer graphics, logos, brands, etc., are works within the meaning of the Intellectual Property Code.

Consequently, any representation or reproduction, in whole or in part, that could be made without the permission of the authors or their beneficiaries is illegal.

#### - How can I disable cookies?

You can configure your internet browser to disable cookies. However, keep in mind that if you disable cookies, your username and passwords will no longer be stored on a website.

The configuration of each browser is different for the management of cookies and your choices. It is described in the help menu of your browser so that you will know how to change your cookie preferences.

You can also disable cookies on our website.