

# 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.

As a particular case, Spanish regulations require us to request and keep, on our Spanish campsites, a copy of a valid identity document (passport or identity card). This document will be requested 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, 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 clic 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 - Bizouquet 5 - Lodge - Bart - Callisto - Thalia - Kim - Caribou - 2-room apartment

**€195 Deposit:** Bizouquet 7 - Max 4 and Max 6 - Raoul 4 and Raoul 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/Bizouquet 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 Capfun, 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 12 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 Capfun 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 - CA SAVIO - CAMPO DI LICCIA –  
CHANTERAINE -CLAIRIERE-  
BAUME LA PALMERAIE - CLOS DU RHONE - DOMAINE DE LA MARINA – EUROPE - FERME  
DE PRUNAY - GRAND TERRE-HARROBIA - LOU BROUSTARICQ - LOU PIGNADA - MAIANA  
RESORT – MOURSOUINS – MOTENO - OASIS CALIFORNIA PANSARD – POMMIER - ROCA  
GROSSA – SALISSES -SEN YAN – SIRENE - ST AYGULF PLAGES - 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 CLICOCHEIC 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: Raoul, Max, Super family, Bizouquet, 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.
- It is forbidden to recharge the battery of an electric or hybrid vehicle by plugging into the electrical outlet of an accommodation.
- 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**

Capfun 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**

We attach great importance to the protection of your personal data and take care to scrupulously respect the regulations in force.

CAPFUN, the residences and campsites attached to CAPFUN are responsible for data processing and manage all information with the utmost confidentiality.

We have appointed a data protection officer. His email is [dpo@capfun.com](mailto:dpo@capfun.com). He will answer any questions without undue delay. This service is shared amongst [www.capfun.co.uk](http://www.capfun.co.uk) and all CAPFUN campsites.

## What data is collected?

Through [www.capfun.co.uk](http://www.capfun.co.uk), by phone or on a campsite's website:

When you make a reservation through [www.capfun.co.uk](http://www.capfun.co.uk), with our call center, on the direct website of a campsite, or by telephone with a campsite, we collect the following personal data:

- Surname and First name (of the author of the reservation and of the accompanying persons)
- Date of birth (of the author of the reservation and accompanying persons)
- E-mail (from the author of the reservation only)
- Postal address (optional) (of the author of the reservation only)
- Telephone number (of the author of the reservation only)

For Spanish campsites and in accordance with the legislation -> Proof of identity (Passport or Identity card)

Satisfaction surveys: following your stay, we issue a questionnaire.

The opinions of our customers are essential and allow us to improve our service.

Following your stay, we send you three emails asking you to answer a satisfaction questionnaire. If you respond, we will keep your feedback on your stay for 5 years. This notice is available for consultation by CAPFUN customer service and management teams.

It is relayed on the [avis.capfun.com](http://avis.capfun.com) site, on [capfun.com](http://capfun.com) and on the campsite's website anonymously (names and e-mail addresses remain confidential). This information allows our new customers to read what you thought of your stay in a reliable manner.

When submitting your review, an option that specifies that you do not want your review to appear on [avis.capfun.com](http://avis.capfun.com) can be selected. In which case your opinion will not be made public.

On your Clix account and in our systems, we store:

- The history of your stays over the last 5 years
  - Satisfaction surveys to which you have responded following your vacation over the last 5 years
- Relating to [career.capfun.com](http://career.capfun.com) or if you apply for one of our campsites or residences.

Our [career.capfun.com](http://career.capfun.com) site allows you to apply to a position on one of our campsites (or residences) or at our head office. In this context we collect the following information:

- Full name
- Date of birth
- Address
- E-mail address
- Curriculum Vitae
- Cover letter

This information can be consulted by the campsite management teams and the CAPFUN Human Resources department. All information will be deleted after 18 months.

Information not stored:

Any payment information (credit card numbers) is not stored on our servers. This is only stored with a banking partner without CAPFUN teams having access to it.

## Security

CAPFUN has appropriate policies and technical organizational measures to safeguard and protect your personal data against illegal or unauthorized access, accidental loss or destruction, damage, unlawful use and unauthorized disclosure.

In any case, the user is informed that any transmission of data over the Internet is not completely secure and as such is carried out at his own risk. Although we will do our best to protect your personal data, CAPFUN cannot guarantee the security of personal data transmitted through our website.

## Password Policy

Because a password is sensitive, and no computer system is inviolable despite our efforts, we have chosen to generate a secure password for you when creating your Clix account.

It is sent to you by email only. In case of loss of password, we will regenerate it for you via this page (<https://www.capfun.co.uk/clix2021/connexion.html>) and send it to you by email. We do not store your personal passwords on our servers.

Thus, in the event of hacking of our machines, our attackers will not be able to hack your other personal accounts. (Messenger, Facebook, etc.)

## Information We Collect Automatically

At the time of your navigation via the site [www.capfun.co.uk](http://www.capfun.co.uk), in strict compliance with the Legislation in force and your rights, data relating to your navigation and your interactions with our website.

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

## How we use your data

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

We are likely to transfer your email address to our partners Avis Vérifiés and TrustPilot so that they can collect, if you wish, your opinion on your customer experience when using the site [www.capfun.co.uk](http://www.capfun.co.uk)

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 is not transferred outside the European Union and you can consult it on your personal Clix account at any time.

## How long do we keep your data

We will only keep your data for the time necessary to perform our services or within the limits prescribed by law. At the end of this period, your personal data will be deleted. We are unable to delete your data in the event of a legal retention obligation, for example if it is prescribed by accounting law or when there is a legal reason to retain the data, an ongoing contractual relationship for example.

Data relating to customers who have taken vacations with CAPFUN is kept for 10 years if there has been at least one stay over the last 5 years.

If you have not stayed with CAPFUN for the last 5 years then all your data is deleted.

Data relating to the career.capfun.com site or if you apply to CAPFUN is kept for 18 months and then deleted beyond this period.



We can delete your data following a simple request from you. Contact our data protection officer [dpo@capfun.com](mailto:dpo@capfun.com) or send a letter to Capfun, Service DPO, 73 Parc de l'Argile, 06130 Mouans Sartoux.

## Cookies at Capfun

We use cookies and 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 linked to identification in the Client Area
- shopping cart cookies
- audience measurement via cookie analysis

In order to offer you the best possible service, Capfun.co.uk uses cookies. By continuing to browse the site, you accept their use to provide you with suitable offers.

## Why does Capfun use cookies?

Capfun uses cookies to provide you with an optimal user experience tailored to your personal preferences. By using cookies, Capfun ensures that you do not have to enter the same information when browsing the Internet. Cookies are also used to optimize the performance of the site.

Capfun has taken all technical and organizational measures to protect your personal data as well as to protect you from any loss of information or any form of unlawful processing.

## What are your rights?

You have the right to delete or modify your data at any time. Either on your Clix Extranet, or by sending us an email at [dpo@capfun.com](mailto:dpo@capfun.com)

Access to your personal data

- The rectification and erasure of these (right to be forgotten),
- The right to oppose the processing of your data,
- The right to withdraw your consent or limit the use of your data,

If you believe that your rights have not been respected. You can send a complaint to our Data Protection Officer (DPO): [dpo@capfun.com](mailto:dpo@capfun.com) or DPO CAPFUN, 73 Parc de l'argile, 06370 Mouans Sartoux.

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

## Image rights

The customer expressly authorizes, free of charge, CAPFUN to photograph or film him during his stay and to use photos, videos or sounds on all media, for a period of 5 years. This authorization also applies to all persons staying with the client. Its purpose is to ensure the promotion of CAPFUN.

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 [dpo@capfun.com](mailto:dpo@capfun.com) will be enough for us to delete the said photo or video, immediately.

## Modification of the legal notices

Capfun may modify its legal notices at any time, in particular, if the legislation in force changes. Any changes will be posted on the Site or communicated to you by email.

In accordance with law 2014-344 of March 17, 2014, you can ask to oppose cold calling by registering on the BLOCTEL list. ([www.bloctel.gouv.fr](http://www.bloctel.gouv.fr))

## **Hosting Capfun**

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