

GENERAL TERMS AND CONDITIONS OF SALE 2022

Preamble:

Making a booking in one of the Koawa Vacances campsites implies acceptance of our General Terms and Conditions of Sale and our General Data Protection Register (hereinafter referred to as GDPR). These General Terms and Conditions of Sale have been translated from French to English for information only, in order to facilitate the understanding of the document, they have no legal value. Only the General Conditions of Sale in French are valid.

Article 1: Sales Terms and Conditions

The present sales terms and conditions are applicable for all bookings sold online or by alternative ways : by phone, by mail...etc. They are included in the contract which binds the campsite and the client.

The client agrees and acknowledges these terms and conditions prior to any booking request for themselves and any other participant.

According to the law in force, the present terms and conditions of sale is available to all clients prior to the conclusion of any contract for a holiday purchase. The terms and conditions are available on written request to the campsite's head office or can be downloaded from the campsite's website.

Article 2: Booking conditions

The booking is confirmed once the client receives the email with their login details for their online customer account.

Surnames, first names and dates of birth for all participants must be communicated upon arrival at the latest.

For safety and liability reasons, customer or participant under 18 years old will not be admitted without an adult in charge.

2.1. Price and payment

All holiday prices (excluding « boxes », and stays booked via a tour-operator, ...) are indicated in euros and include VAT.

Our prices include: access to the aquatic area (for relevant campsites), water, electricity, inventory equipment provided for the number of persons corresponding to the chosen accommodation category, one vehicle per pitch/mobil-home and access to all free of charge activities.

Our prices do not include: dog supplements, daily visitors, cancellation insurance subscription with a third party such as « Campez Couvert », administrative fees, tourist and eco-participation taxes, bed linen and towels, baby kits and cleaning fees (additional options).

A deposit of 30% of the total amount of the stay, plus administrative fees and cancellation insurance if appropriate, is requested at the time of the booking, and the balance has to be paid NO LATER THAN 30 days prior to the arrival date. Any booking with an outstanding balance 30 days prior to the arrival date will be cancelled, after one unsuccessful reminder, with no refund.

For any booking made less than 30 days prior to arrival, the total amount of the stay must be paid at the time of booking.

Any subsequent modification of the applicable VAT rate, which occurs between the time the prices were set and the invoicing of the stay will result in a corresponding modification of the price including VAT.

Any booking is nominative and cannot be transferred to a third party.

The cancellation insurance offered at the time of the booking is optional, and this supplement must be paid with the deposit (please note : it cannot be added after the payment of the balance).

2.2. Booking amendment

No discount, credit note or compensation whatsoever will be granted in case of late arrival or early departure.

For any unreported delay, the accommodation/pitch in question will be available for renting 12 hours after the mentioned arrival date and latest arrival time stated in the contract. After this period, and in the absence of any written message, the booking will be cancelled and the amount paid will be retained by the campsite.

2.3. Cancellation conditions

For any cancellation, whatever the reason, except in the case of Covid situation (See paragraph 2.4), the below conditions apply :

- For any cancellations more than 30 days prior to the arrival date, the amount paid (except cancellation insurance and administrative fees) will be refunded after deducting the cancellation fee of 20€.
- For any cancellations between 30 days and 21 days prior to the arrival date, 25% of the total amount of the stay will be retained by the campsite as well as all administrative fees, cancellation insurance and cancellation fees of 20€.
- For any cancellations between 20 days and 11 days before the arrival date, 50% of the total amount of the stay will be retained by the campsite as well as all administrative fees, cancellation insurance and cancellation fees of 20€.
- For any cancellations less than 10 days before the arrival date, the full amount of the stay (including administrative fees and cancellation insurance) will be retained by the campsite.

In case of an insurance claim with the cancellation insurance, only their general conditions apply.

2.4. Covid-19 Cancellation

In case of a national or a regional lockdown with law decree or in case of border shutdown of the country where the clients come from, on the dates of the stay, all amount paid (except the cancellation insurance) will be refunded or can be used for a later stay as a credit note. In case of lockdown during the dates of the stay, the nights not used will be refunded.

2.5. Withdrawal

For any booking for a stay in one of our campsites, and in accordance with Article L.221-28 of the Consumer Code, the customer does not benefit from any right of withdrawal.

Article 3: During your stay

3.1. Our rentals and services

Given the diversity of Koawa Vacances campsites, there are differences in the configuration and decoration of our accommodations with the same name. We remind the client that any request for a specific pitch/mobil-home number or specific location in the campsite is an option (« Préférence Emplacement ») at a rate of 30€).

We remind the clients that in low season, some of our services (entertainment, bar, restaurant, grocery store, aquatic areas ...) may be closed.

3.2. Our rentals and services

- **For rentals**, arrival is from 4pm, and departure before 11am.
- **For camping pitch**, arrival is from 2pm and departure before 12 noon.

If the mobil-home keys are given back after 11am, or camping pitch left after 12 noon, the client will be charged an extra night.

Any extension of your booking must be requested at least 24 hours prior to your departure date, and can only be confirmed after agreement, depending on availability.

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3.3. Security deposit

For rentals, a security deposit of 250€ will be required upon arrival by bank/credit card only. The credit card used for the deposit must belong to one of the participants of the stay. This deposit will be cancelled on your departure date, during the reception opening times and after an inventory check.

Any damage will be invoiced and added to the total price of your stay as well as cleaning fees if the accommodation is not perfectly clean upon departure. Indeed, rentals must be cleaned prior to departure – this includes, floors cleaned; dishes washed and put away in cupboards; bins emptied, cleaned cupboards; kitchen, bathroom and toilets cleaned. In case of any damage noted, client will be notified by our team, and will be charged the amount necessary to restore the rental.

Clients can add, as an option, the cleaning service (see prices on our website). This additional service does not exempt the client from leaving the accommodation in a good state – client must still, take out all garbage ; empty the bins ; wash and put away the dishes.

If any damage is noticed in the rental upon your arrival, please immediately (or within 4 hours maximum) inform the reception team. This will allow us to do everything we can to fix the situation as quickly as possible. After this period, your request will not be taken into account.

For pitches, a deposit may be requested for fridge or barbecue rentals, or for other services.

3.4. Animals

Only category 3 dogs are allowed in our campsites. They are allowed in our rentals (only one per accommodation) but must NOT climb on beds and sofas. An additional fee of 35€ can be requested for cleaning service and duvet cleaning. They must be on a leash, do not bark, do not be aggressive, and never be left alone in the rental.

Cats are not allowed, mainly because of the risk of allergies.

3.5. Swimming-pool and aquatic area

In the swimming pools, swimming trunks are mandatory (clothes, covering bathing suits and swimming shorts are prohibited for hygienic reasons). You are also required to wear at all time the bracelet given to you upon arrival on the campsite.

Daily visitors do not have access to the aquatic areas nor to the swimming pools for insurance reasons.

Access to the aquatic area and swimming pools is strictly prohibited out of opening hours.

The campsite may be required to close a slide or a swimming pool in case of unexpected technical issues which could lead to a lack of safety or hygiene for our clients.

3.6. Rules of procedure

As required by law, you must abide by the rules of procedure registered at the Prefecture, which are displayed in our reception area, and a copy can be provided to you upon request.

Article 4: Insurance and applicable law

4.1. Insurance

Pitch and rentals: our campsite declines all responsibility in case of theft or damage to clients goods or equipment. Clients must subscribe to a liability insurance to be covered for their own equipment.

4.2. Applicable law

Koawa Vacances and its establishments, cannot be held responsible for fortuitous events, force majeure, climatic events or legal or administrative decisions which disrupt, interrupt or prevent the stay.

The present General Terms and Conditions are subject to French law

and for any dispute relating to their application, the customer may

refer the matter to the competent Court. A claims register is available at all campsites reception.

All claim relating to a stay can be addressed to us by registered letter. Our services will do their best to process and reply to the claim within 2 months.

In accordance with Article L. 612-1 of the Consumer Code, within a maximum of one year from the date of the written complaint, the customer, subject to Article L.152-2 of the Consumer Code, has the option of submitting a request for an amicable resolution through mediation, to:

SAS Médiation Solution
222 chemin de la bergerie
01800 Saint Jean de Niois
site : <https://www.sasmediationsolution-conso.fr>,
email : contact@sasmediationsolution-conso.fr

Article 5: Personal data and GDPR

Koawa Vacances and its campsites ensure to scrupulously abide by the regulation in force. They are responsible for data processing and manage all information with the utmost confidentiality.

The GDPR and the personal data processing are subject to another document available to the customer.