

# GENERAL SALES CONDITIONS



## BOOKING CONDITIONS

- The reservation becomes effective solely
    - with the agreement of the Village
    - upon receipt of the deposit
    - upon receipt of, either the booking proposal duly completed and signed or after acceptance of the general terms and conditions of sale when booking online.
  - The Village is not bound by bookings unless the Village has accepted them. The Village is free to accept or refuse bookings, depending on availability and, in general, depending on any circumstances that are likely to be prejudicial to the execution of the booking.
- The Village offers family holidays in the traditional sense, and the accommodation has been specially designed for this purpose. The Village reserves the right to refuse any booking that might contravene or attempt to pervert this principle.
- Booking of camping pitches or rented accommodation is conducted strictly on a personal basis. Under no circumstances may you sub-let or transfer your reservation without the prior consent of the Village.
  - Minors should be accompanied by their parents or legal guardians.
  - The management reserves the right to change your pitch number. Preferences are not guaranteed, unless confirmed in writing by the Village.**

## Camping pitches

- The basic package includes the pitch for the tent, caravan or camper van for one or two persons, access to toilet and residential facilities, electricity (10 amp) and access for one car.
- The pitches can hold a maximum of 6 persons, regardless of age.

## Rental accommodation

- The rental accommodation is fully equipped. The basic package ranges from 4 to 7 places, depending on the type of accommodation, 1 car allowed.
- The Village reserves the right to refuse access to families whose participants are greater than the capacity of the rented accommodation.
- Tents are prohibited on accommodation pitches.
- Smoking is prohibited in all rental accommodation.

## Group bookings

- All bookings made for more than 4 accommodation units by one person or made by different people who know each other and who are travelling together for the same reasons and for the same holiday dates are deemed to be group bookings.
- Accommodation appearing on the commercial Yelloh! Village website is intended exclusively for individual bookings.
- For all group booking requests, you must contact the Village by telephone, email or via the Contact Us section. The campsite reserves the right to examine booking requests before accepting or declining them.

## Booking fees

- Reservation fees are free of charge.

## PRICES AND TOURIST TAX

Prices shown are effective for the 2021 season. They correspond to one night and are quoted in euros, including VAT (see the price list for what is included in our prices), but excluding tourist tax, which will be established in spring 2021 by the local town council.

## CONDITIONS OF PAYMENT

- For bookings made more than 30 days before the start of the holiday, a deposit of 15% of the total price of the facilities booked must be paid to the Village at the time of the booking. The balance must be paid within 30 days before the start of the holiday.
- For bookings made less than 30 days before holiday starts, the full amount must be paid at the time of booking.
- Without full payment 30 days before arrival, the management has the right to cancel your booking and to readvertise the rental and to retain the totality of the payments.

## CANCELLATIONS AND ALTERATIONS

### 1. Reservation modifications ( subject to additional charges )

Customers may request for the stay(s) to be modified ( dates and/or accommodation type) which must be made in writing to the campsite (by post or e-mail) a minimum of 30 days before the arrival date, as far as practicable within availability. Defferrals until the following season are not permitted.

-Requests to extend the duration of stay(s) will be processed subject to availability and in accordance with applicable tariffs.

-Requests to reduce the duration of stay(s) are deemed to be partial cancellations and will be subject to the cancellation terms and conditions.

-All deferral requests are considered as a cancellation and will be subject to cancellation terms and conditions. Postponements until the following season are not permitted. If the modification /changes above are not possible, the stay

must be spent as the booking stands or can be cancelled subject to the cancellation terms and conditions.

-Postponement of your arrival dates

In absence of any written notification from you regarding a delay to your arrival date, the pitch or accommodation may be made available for sale again 24 hours after the arrival date specified in the contract and you will lose the benefit of your reservation.

### 2. Unused facilities

In the event of stays which are interrupted or cut short for one of the following reasons

- Border closures.
- Administrative closure of the campsite.
- Customer placed in quarantine on arrival or when he/she returns to home country.
- Travel restricted to a number of kilometres meaning he/she cannot come to the campsite.

A credit note for an amount corresponding to unused nights, valid for two years, will be issued by the campsite. If the customer rejects this credit note, he/she will receive a refund, on request, of the corresponding amount, minus the cost of the cancellation insurance if such a subscription has been taken out. Apart from the reasons stated above, all interrupted or shortened stays (late arrival, early departure) due to the customer will not be subject to refunds or credit note.

### 3. Cancellation by the Village

In the event of cancellation by the Village, the sums paid will be reimbursed in full except in case of force majeure. The cancellation shall not however incur the compensation of damages and interest.

### 4. Cancellation by the customer

Any cancellation of a booking must be made in writing to the Village (letter with recorded delivery):

**A.** In case of cancellation by the customer without subscription to the cancellation insurance.

For one of the following reasons and only up to his/her arrival date:

- Border closures.
- Administrative closure of the campsite.
- Customer placed in quarantine on arrival or when he/she returns to home country.
- Travel restricted to a number of kilometres meaning he/she cannot come to the campsite.

A credit note for an amount corresponding to the total of amounts already paid, valid for two years, will be issued by the campsite. If the customer rejects this credit note, he/she will receive a refund, on request, of the corresponding amount.

For all other reasons :

**- Case 1 -** Cancellation up to 15 days before the start of the stay. The deposit of 15% of the amount of the stay will be kept by the campsite as a cancellation fee. The sums paid\* with the amount of the deposit subtracted, will be refunded.

**- Case 2 -** Cancellation less than 15 days before your arrival: The deposit of 15% of the amount of the stay will be kept by the campsite as a cancellation fee. A credit note for the sums paid\* with the amount of the deposit subtracted, will be issued by the campsite. This credit note is non-refundable, non-transferable, limited to the campsite where the stay is cancelled and is valid for two years.

\* If this reservation has been partially or totally paid by a credit note, it will be reimbursed according to the conditions set out in the credit note.

**B.** If campers cancel their bookings having taken out cancellation insurance:

Amounts paid are covered by the guarantee in line with the terms & conditions of cancellation. If the reason is not covered by the cancellation insurance or if the case is rejected by it, the general conditions of sale of paragraph 4.A. apply and the cost of cancellation insurance will be deducted from the amounts paid in the event of cancellation.

## ABSENCE OF RIGHT TO WITHDRAW

In accordance with article L.221-28 of the French consumer code, Yelloh! Village informs its customers that the sale of accommodation services provided on a specific date, or in line with a specific timeframe, is not subject to provisions regarding the 14 day withdrawal period.

## YOUR STAY

### 1. Arrival

- The reception desk is open from 9am to 7 pm.
- Pitches are available from 12 noon.
- Rental accommodation is available at 5pm. Upon arrival a deposit of 200 € by credit card (VISA or MasterCard) will be required. You will receive an inventory sheet to be verified within 12 hours. Any complaint made after this period shall not be taken into consideration.
- Reception must be informed of any additional visitors or guests. Only guests registered at the time of booking are permitted to stay in the accommodation.

### 2. During your stay:

It is the client's responsibility to be insured; the Village accepts

no responsibility in the event of theft, fire, bad weather, etc, or in the event of any incident concerning the civil responsibility of the client.

All customers must comply with the provisions of the internal regulations.

Each named tenant is responsible for disturbances or nuisance caused by persons staying with or visiting them.

### 3. Departure

On the day of departure specified in your contract.

- Pitches should be vacated before 12 noon.
- Rental accommodation should be vacated before 10 am. The rental accommodation will be inspected. If it is left perfectly clean without any missing or damaged items, the deposit shall be refunded to you. The retention of the deposit does not preclude additional compensation in the event that the costs exceed the amount of the deposit.
- If the rented accommodation has not been cleaned before your departure, a cleaning fee of 80 € will be charged.
- For any delayed departure, an additional day may be charged at the price applicable for that night.

## PETS 2 MAXIMUM

**Pets are forbidden in rental accommodation**, on the beach, in swimming pool areas, in shops, and other buildings. They must be kept on a lead at all times. Dogs of the 1st and 2nd category (please refer to French legislation) are not allowed on the campsite. The vaccination certificates of your pet must be up-to-date.

## DISPUTES

Any possible complaint concerning the non-conformity of the services in relation to the contractual commitments must be notified by post or e-mail to the manager of the Village concerned or to Yelloh! Village within 30 days of the end of the stay.

## IMAGE PRODUCTION RIGHTS

You authorise Yelloh! Village, as well as any person designated by Yelloh! Village, to photograph, record or film you during your Yelloh! Village stay and to use the said images, sounds, videos and recordings on any media (in particular on Yelloh! Village sites or internet pages - including Facebook and Instagram - on Yelloh! Village presentation and promotional materials and on travel or tourist guides). This authorisation applies both to you and to the people staying with you. Its sole purpose is to ensure the promotion and entertainment of the establishments and the Yelloh! Village network and may in no way damage your reputation. This authorisation is granted free of charge, for all countries and for a period of 5 years.

## MEDIATION

In the event of a dispute with one of our group's establishments, you can contact us in the following way:  
- Send a letter by registered letter with acknowledgement of receipt to the manager of the village concerned - Send a copy of this letter to the customer service department at customerservice@yellohvillage.com or by post to YELLOH! VILLAGE - BP68 - 7 chemin du môle - 30220 AIGUES MORTES. If you are not satisfied with the answer, you have the possibility to contact the CM2C Mediation Centre, after a period of one month following the sending of these letters/ emails. You must submit a file online on the following website <https://ec.europa.eu/> or by post: CM2C - 14 rue Saint Jean 75017 PARIS - FRANCE.

## RESPONSIBILITY OF THE VILLAGE

The client expressly acknowledges that the village cannot be held responsible for the communication by its partners or by any third party of false information that may be mentioned in their brochure or their website, in particular presentation photos, qualifications, activities, leisure activities, services and dates of operation.

All photos and texts used in the brochure or on the websites are non-contractual. They are for information purposes only. It may happen that some of the activities and facilities proposed and indicated in the description in the brochure may be removed, notably for climatic reasons or in the event of force majeure, as defined by the French courts.

## DATA-PROCESSING AND LIBERTIES

The information you provide us with when you place your booking will not be passed on to any third party. This information shall be considered confidential by the Village and by Yelloh! Village. It shall only be used by the internal services of the Village and Yelloh! Village, for the processing of your booking and to strengthen and personalise communication and the services reserved for customers of the Village and Yelloh! Village, according to your centres of interest.

In accordance with the French Data Protection Act of 6 January 1978, you have the right to access, rectify and oppose any personal data concerning you. To do so, simply send a request by post to the Village, indicating your surname, first name and address.