

## GENERAL CONDITIONS OF SALE CAMPING GOYETCHEA

All rentals of accommodation or pitches on the Goyetchea campsite imply acceptance without restriction or reservation of these general terms and conditions of sale

These General Terms and Conditions of Sale are accessible at all times on the website and shall prevail, if necessary, over any other version or any other contractual document.

The content of the website is intended to inform customers. Depending on the occupancy rate and/or certain dates in the season, some of the services offered may be subject to change. The rates indicated are given as an indication, valid only for the current season and may be subject to change. The service will take place at the rate in force on the date of the order. The rates are indicated inclusive of VAT. Any change in the VAT rate will result in a change in the price. In accordance with the Tourism Code, Camping Goyetchea reserves the right to make changes to the information on the website or any other communication medium. In the event of significant changes, these will be communicated on the campsite's website by means of Erratum.

In the absence of proof to the contrary, the data recorded in the provider's computer system constitutes proof of all transactions concluded with the Client.

### 1-OUR SERVICES

1/1- Camping pitch. We provide you with a camping pitch, which can accommodate up to 6 people maximum (including babies), to install your tent, caravan or motor home. We allow only one vehicle per pitch, any additional vehicle will be charged extra and must be parked in the car park at the entrance. Pitches are available from 2pm on the day of arrival and must be vacated by 11.30am on the day of departure.

2/1- Rentals. We have mobile homes, caravans and tents available for 3 to 8 people depending on the capacity. The rentals are available from the day of arrival from 3:00 pm to the day of departure until 10:00 am. A deposit of 250€ will be requested when the keys are handed over. This deposit does not constitute a guarantee limit. No additional persons (even under 2 years old) will be accepted in the rentals and no tent will be tolerated on the pitch. The accommodation will be returned in the same state of cleanliness as on delivery. Failing this, the tenant must pay a fixed sum of 60€ to cover the cleaning costs. The inventory at the end of the rental period must be exactly the same as at the beginning. It is forbidden to smoke in the rentals.

3/1- Civil liability and internal regulations. The Client accommodated on a pitch or in an accommodation must be insured for civil liability. A certificate of insurance may be requested from the Client before the start of the service. All clients are required to comply with the campsite's internal rules and regulations, failing which they may be penalised and the contract may be terminated without compensation. Each tenant is responsible for any disturbance or nuisance caused by the persons staying with him or visiting him.

2-CONDITIONS OF RESERVATION Each contracting party must be at least 18 years of age, legally capable of entering into a contract and not under guardianship or curatorship. The contracting party must be present for the entire duration of the stay. The reservation is only effective with the agreement of the campsite, after receipt of the deposit and after receipt of either the reservation contract duly completed and signed, or after acceptance of the general terms and conditions of sale when booking online. The reservation of a camping pitch or a rental is made on a strictly personal basis. It is therefore impossible to sublet or even transfer your reservation without the prior consent of the campsite.

1/2- Camping pitch. Reservations are accepted for a minimum period of 7 nights (July and August). The basic package includes a pitch for a tent, caravan or camper van for 1 or 2 people. It includes access to the sanitary facilities, the reception facilities and the campsite activities. Additional costs (extra person, pets, extra vehicle, etc.) are not included in the basic package and will be added to it.

2/2- Rental. Reservations are made from Saturday to Saturday or Sunday to Sunday (for 4 person lodge tents and for 4 person, 4/5 person and 6 person 3 bedroom mobile homes) in high season or for a minimum of 2 nights in May and June. The basic package is for 3 to 8 people depending on the type of accommodation. This package includes the pitch, the people foreseen according to the capacity of the type of accommodation chosen, your installation, your vehicle, the consumption of water, gas and electricity, access to the reception facilities, the entertainment and the sanitary facilities. Attention: Camping Goyetchea reserves the right to refuse access to the campsite to groups or families arriving with a number of participants greater than the capacity of the accommodation rented.

3/2- Supplements. Regardless of the formula chosen, additional costs will be charged according to the current tariff for extra services not provided for in the contract (people, vehicles, motorbikes, sheet hire, etc.).

### 3-PRICE AND PAYMENT OF THE STAY.

1/3- Rates. The rates are firm and cannot be revised during their period of validity. They are in Euros, VAT included, and correspond to the pitch or rental chosen, the number of people and the duration. As indicated on the website [www.camping-goyetchea.com](http://www.camping-goyetchea.com), the Provider reserves the right, outside this period of validity, to modify the prices at any time. The payment requested from the Customer is the total amount of the purchase, including these fees. An invoice is issued by the Provider and given to the Customer when the ordered Services are provided.

2/3- Tourist tax. The tourist tax, collected on behalf of the municipality of Saint Pée Sur Nivelle, is not included in the rates. Its amount is determined per person over 18 years old and per day. It must be paid on the day of arrival.

3/3- Payment/reservation conditions. All firm reservation requests must be made online on our website, or by paper contract, requested by telephone or email, accompanied by a first payment, corresponding to : For camping pitches, a deposit of 100€. The remaining balance of the stay must be paid in full on the day of your arrival at the campsite. For bookings made more than 30 days before the start of the stay, a deposit of 25% of the price of the services booked. The remaining balance of the stay must be paid in full no later than 30 days before the start of the stay at the campsite. For reservations made less than 30 days before the start of the stay, the total amount of the stay must be paid at the time of reservation. These bookings are only binding once you have received a booking confirmation issued by Camping Goyetchea.

3/3- Booking fees. The booking fee is 15€ euros for a rental or for a camping pitch.

4/3- Deposit. For rental accommodation, a deposit of 250€ will be requested on arrival, which will be returned to you at the end of your stay. The campsite reserves the right to keep part or the whole amount in case of deterioration of the accommodation and its contents. The retention of the deposit does not preclude additional compensation in the event that the costs exceed the amount of the deposit.

5/3- Accepted methods of payment. Whether it is for the deposit or for the balance, you can honour your reservation or your stay by the following methods of payment: Bank cheque, French postal cheque, holiday cheque, credit card, national or international bank transfer and postal or cash order. Cheques or money orders should be made payable to Camping Goyetchea. The Customer will not be charged any additional costs beyond those incurred by the Service Provider for the use of a means of payment.

6/3- Non-compliance with the terms of payment. In addition, the Provider reserves the right to suspend or cancel the provision of the Services ordered by the Customer and/or to suspend the performance of the Provider's obligations in the event of non-compliance with the above payment conditions.

7/3- No right of withdrawal. Camping Goyetchea informs its customers that there is no 14-day withdrawal period in accordance with article L.221-28 of the Consumer Code.

### 4- DELAY, INTERRUPTION OR CANCELLATION OF THE STAY BY THE CLIENT

1/4- Modification of your reservation. In the event of a change in dates or number of people, Camping Goyetchea will do its utmost to accept requests for changes within the limits of availability, but this may entail additional costs. This request must be made in writing. In the event that the contracting party wishes to extend his/her stay, the current rate will be applied. On the other hand, any change from a higher to a lower range will not give rise to any refund.

2/4- Late arrival and early departure. In the event of late arrival or early departure, in relation to the dates mentioned on your booking form, the total amount of the stay will remain due. You will not be entitled to any reimbursement for the part of the stay not taken.

3/4- No-shows on the campsite. If you do not show up at the campsite within 24 hours of the start of your stay and without proof and/or news of your arrival, we will dispose of your pitch or your rental and the clause below relating to the cancellation of your stay will be applied.

4/4- Cancellation of your reservation. Any cancellation of a reservation must be notified in writing and will take effect from the date of receipt of the letter. The cancellation or modification of the stay will result in the collection of the totality of the deposit paid at the time of the reservation + the file fees + the insurance fees (if subscribed).

5/4- Covid 19. Notwithstanding paragraph 4-4/4, in the event that the Client is forced to cancel the entire stay due to governmental measures that do not allow participants to travel (local confinement, travel ban), even though the campsite is able to fulfil its obligation and welcome them, the Provider will issue a credit note corresponding to the

sums paid by the Client, less the booking fees which will remain the property of the Provider. This credit note, which is non-refundable and non-transferable, will be valid for 12 months. For any other cancellation of the stay due to covid 19 please refer to paragraph 4-4/4

5/4- Cancellation insurance. In order to obtain a possible compensation, we advise you to take out an insurance policy covering the risks of cancellation or interruption of your stay when you make your reservation. It must be taken out on the day of booking.

6/4- In case of cancellation by us (Camping Goyetchea), except in case of force majeure, the stay will be fully refunded. However, this cancellation will not give rise to the payment of damages.

5-VISITORS. Visitors are admitted to the campsite after presenting themselves at the campsite reception. Visitors will have access to the campsite facilities, except for the swimming pool. Visitors must park in the car park and leave before 10.30pm.

6- PETS. Pets are not allowed in any accommodation (even small ones). They are accepted (except dogs of the 1st and 2nd category) on the pitches, for a fee payable at the time of your payment. They must be kept on a lead at all times. Please respect the hygiene and environment of the campsite. Dogs may not be left alone on the pitch. The health booklet must be presented at the campsite reception on arrival. The vaccination booklet for dogs and cats must be up to date.

7-IMAGE. You may be asked to appear in photo or video shots and therefore you expressly authorise Camping Goyetchea to use photographs and/or films that may be taken during your stay for communication purposes, without any compensation. Similarly, you authorise their distribution, publication and marketing on any type of medium that may be used. Any holidaymaker refusing to be photographed or filmed during their stay must inform the Goyetchea campsite in advance and in writing.

8- MINORS. Minors who are not accompanied by their parents or legal guardians are not allowed on the campsite.

9- COMPLAINTS/LITIGATION. Any complaint following a stay must be made in writing and sent by registered letter with acknowledgement of receipt within 20 days of the end of your stay. To Camping Goyetchea, route d'Ahetze - 64 310 St Pée Sur Nivelle

10- LANGUAGE. These General Terms and Conditions of Sale and the operations arising from them are governed by and subject to French law. They are written in French. In the event that they are translated into one or more foreign languages, only the French text shall be deemed authentic in the event of a dispute.

11-MEDIATOR. In the event of a dispute, we work with Bayonne Mediation, 32 rue du Hameau-64200 Biarritz, a mediation and amicable settlement centre for bailiffs. If no amicable agreement is reached, the courts of Bayonne have exclusive jurisdiction.

12- LIABILITY OF CAMPING GOYETCHEA. The client expressly acknowledges that Camping Goyetchea cannot be held responsible for the communication of its partners. All photos and texts used on the campsite website are non-contractual. They are for information purposes only.

13-PROTECTION OF PERSONAL DATA. The information you provide when placing your order will not be passed on to any third party and will be considered confidential. It will only be used by Camping Goyetchea to process your order and to reinforce and personalise the communication and service offer according to your interests. 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 this, simply send a request by post to Camping Goyetchea, Route d'ahetze-64310 St Pée Sur Nivelle, indicating your name, first name and address.

14- INTELLECTUAL PROPERTY. The content of the website [www.camping-goyetchea.com](http://www.camping-goyetchea.com) is the property of the Provider and its partners and is protected by French and international laws relating to intellectual property. Any total or partial reproduction of this content is strictly prohibited and is likely to constitute an infringement of copyright. In

addition, the Service Provider retains all intellectual property rights on photographs, presentations, studies, drawings, models, prototypes, etc., made (even at the request of the Client) for the purpose of providing the Services to the Client. The Customer shall not reproduce or exploit such studies, drawings, models, prototypes, etc. without the express, written and prior authorisation of the Service Provider, which may be subject to a financial consideration.

#### 15- PRE-CONTRACTUAL INFORMATION – CLIENT ACCEPTANCE

The Client acknowledges that, prior to placing the Order, he/she has been provided, in a legible and comprehensible manner, with these General Terms and Conditions of Sale and with all the information and details referred to in Articles L 111-1 to L111-7 of the French Consumer Code, in addition to the information required in application of the Order of 22 October 2008 relating to the prior information of the consumer on the characteristics of rental accommodation in the open-air sector and in particular

- The essential characteristics of the Services, taking into account the communication medium used and the Services concerned;
- The price of the Services and related costs;
- Information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if not apparent from the context;
- Information relating to legal and contractual guarantees and their implementation modalities; the functionalities of the digital content and, if applicable, its interoperability;

The possibility of resorting to conventional mediation in the event of a dispute; Information on termination and other important contractual conditions.

The fact that a natural person (or legal entity) orders on the website [www.camping-goyetchea.com](http://www.camping-goyetchea.com) implies full and complete acceptance of these General Terms and Conditions of Sale, which is expressly recognised by the Customer, who waives, in particular, the right to rely on any contradictory document, which would be unenforceable against the Provider