

# General CONDITIONS OF SALE



- Booking shall only become effective after the village agreement and after reception of the deposit or upon your agreeing to the general conditions of sale when booking online.
- Yelloh! Village is not bound by bookings unless Yelloh! Village has accepted them. Yelloh! 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 made.
- Yelloh! Village offers family oriented holidays. The campsite is entitled to refuse any bookings which may be contrary to this principle or be inappropriate.
- The booking of a campsite pitch or rental is strictly personal and may under no circumstances be sublet or transferred without prior consent of the campsite.
- Minors must be under the supervision of their parents.
- The customer is responsible for his choice of reservation and for the adequacy to his needs. The camping can't made liable for choices made by the customer.

## 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 at the same Yelloh! Village, are considered to be group bookings.
- Accommodations appearing on the commercial Yelloh! Village website are intended exclusively for individual bookings.
- For all group booking requests, you must contact the campsite by telephone or email. The campsite reserves the right to examine booking requests before accepting or declining them.

## CAMPING PITCH

- The basis price defines 1 pitch for 2 persons, 1 caravan or 1 tent + 1 vehicle (to be parked on the pitch), or 1 camper, the electricity (10 amperes), access to bathroom facilities, to the pools and camping infrastructures.
- The pitches are limited to 6 persons maximum.
- ARRIVAL: from 1 p.m.
- DEPARTURE: before 11 a.m.
- Any change during the course of the stay not envisaged in the contract (additional person, additional installation...) will be progressively paid at the reception.

## RENTALS

- Our prices include access to the pools, activities and infrastructures.
- We reserve the right to refuse access to the village to groups or families that consist of a larger number of persons than the capacity of the rented accommodation.
- **ANIMALS ARE NOT ALLOWED IN THE RENTALS** (except in holiday homes and cottages Africa), extra fee €6/night.
- **Sheets and towels** are not provided (except in the Premium and \*\*\*\* cottages). Disposable sheets can be purchased at the reception.
- **Tea towels** are not provided.
- **Television** is not provided (except in Premium and \*\*\*\* cottages and air-conditioned holiday homes)
- **ARRIVAL:** key hand-over in the afternoon **as from 5 p.m.** After 8 p.m., you will be taken care of by the night guard.
- **DEPARTURE:** before 10 a.m. by previously agreed appointment made with the reception **by latest 3 days prior** to departure.
- At the time of your departure, the rental must be returned in a perfect state of cleanliness, the inventory checked, any object broken or deteriorated will be at your charge.
- The management reserves the right to ask you an additional compensation for any noticed damages.
- Final cleaning is to be ensured by the tenant. If management judges necessary, a fixed cleaning charge of at least €95 including taxes shall be invoiced to you.
- For any delayed departure, you may be charged for an additional day at the price applicable for that night.
- All additional installations (tent for example) beside the rentals are not permitted.
- The rental parking space is for one vehicle only. All other vehicles must be parked outside the campsite.

## TOURIST TAX

- Tourist tax in addition: €0,86 per day and per person from 18 years (subject to modifications in the by-law).

## RESERVATION/ PRICES

- No reservation fees
- Rates shown are indicative and subject to change. The stays will be invoiced on the basis of the rates in force on the day of the reservation.
- In the event of need for planning, management reserves the RIGHT TO CHANGE THE NUMBER of the site (rental or pitch).
- Choose your number or enjoy two pitches or accommodations side-by-side = additional €40 per stay.

## PAYMENT INSTRUCTIONS

- For bookings made more than 30 days prior the start of the holiday, the **deposit of 25%** of the total price of the facilities booked must be paid to the village at the time of booking. **The balance must be paid to the village no later than 30 days prior the start of a holiday.** If the balance is not received from customers at least 30 days prior the start of their holiday, the village reserves the right to cancel the booking and to readvertise the accommodation for rental.
- For bookings made less than 30 days prior the holiday start date, payment of the full amount must be made at the time of reservation.

## NO RIGHT TO WITHDRAW

In line with article L.221-28 of France's consumer code, Yelloh! Village would like to inform its customers that the sale of accommodation services provided on a specific date or according to a specific timeframe is not subject to the provisions pertaining to the 14-day cooling off period.

## CANCELLATION AND ALTERATIONS

### 1. Changing your booking

Customers may request that their stays are altered (dates, accommodation type) by writing to the campsite (by post or email), subject to availability and options. Postponements will not be permitted. If no changes are made, customers must arrive for their stay in accordance with the original booking conditions, or cancel their stay in line with the conditions of their cancellation insurance.

- Requests to extend stays will be put into effect subject to availability and to applicable prices.
- Requests to reduce stays are viewed as partial cancellations and will be subject to stipulations regarding cancelling and curtailing stays.

### 2. Unused facilities

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

- Border closure by administrative decision
  - Administrative closure of the campsite
  - Travel limited to a specified number of kilometres by administrative decision, preventing travel to the campsite
- A credit voucher for an amount corresponding to unused nights, valid for two years, will be issued by the campsite. If the customer rejects this credit voucher, 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 vouchers.

### 3. Cancellation by Yelloh! Village campsite

In the event of cancellation by Yelloh! Village campsite, except in the case of force majeure, payments made for the booking will be refunded in full. This cancellation shall not however incur the payment of damages and interest.

### 4. Cancellation due to camper

**All booking cancellations must be made in writing directly to Club Farret (email, fax or letter).**

You must make sure of the good reception of your cancellation (a confirmation of cancellation will be sent per e-mail within 48 hours).

Cancellations made over the telephone cannot be considered. All cancellations will result in the annulment of the reservation and the campsite reserves the right to make the accommodation available for rental again.

### a. If campers cancel their bookings without taking out cancellation guarantee

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

- Border closure by administrative decision
  - Administrative closure of the campsite
  - Travel limited to a specified number of kilometres by administrative decision, preventing travel to the campsite
- A credit voucher 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 voucher, he/she will receive a refund, on request, of the corresponding amount.

For all other reasons:

- **Example 1: Cancellation up to 16 (sixteen) days before start of stay.**

The deposit of 25% of the price of the stay will be kept by the campsite by way as a cancellation fee. Amounts paid, minus the deposit, will be refunded.

If the payment has been made in part or in totality using a credit voucher of a value greater than that of the deposit: the deposit of 25% of the amount of the stay will be kept by the campsite by way as a cancellation fee. A new non-refundable credit voucher valid for 2 years useable at the campsite at which the stay was cancelled will be issued for the amount of the initial credit voucher after deduction of the 25% deposit. The remaining amounts paid other than by credit voucher will be refunded.

- **Example 2: Cancellation between 15 days and 8 days before the start of the stay.** A sum of 50% of the total amount of the stay will be retained by the campsite as a cancellation fee. A credit voucher will be issued for an amount corresponding to the sums paid minus the cancellation fee, which is equal to 50% of the total amount of the stay. This credit voucher is non-refundable, non-transferable, and may only be used at the campsite at which the stay was cancelled and is valid for two years.

- **Example 3: Cancellation between 7 days before and up to the day scheduled for start stay.** The total amount paid, i.e. the total amount of the stay, will be retained by the campsite. No refund will be paid. If the customer does not arrive at the campsite within two days of the date of start of stay, without previously informing the campsite by letter or e-mail, the reservation will be considered as having been cancelled by the customer. The campsite therefore reserves the right to make the accommodation available for rent again.

In the event of the stay being cancelled, the amount paid in holiday vouchers may not be subject to any refund, in accordance with Article L.112-14 I. of the French Monetary and Financial Code. In this event, a non-refundable credit voucher valid for 2 years, useable at the campsite where the stay was cancelled, will be issued for the amount of the sums paid in holiday vouchers, after deduction of any deposit that may have been paid, in line with the conditions indicated above.

### b. If campers cancel their bookings and having taken out cancellation guarantee.

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.

## DURING YOUR STAY

### 1. Arrival

- If, on the dates of the booked stay, a "health pass" or «vaccination pass» is required by the government of the country where the campsite is located, everyone included in the stay subject to this requirement must present a valid "health pass" or «vaccination pass» on their arrival to be admitted to the campsite.

### 2. During your stay

- It is up to campers to ensure they have insurance: campers are responsible for looking after their personal belongings (bicycles etc.). The campsite declines any responsibility in the case of theft, fire, bad weather, etc... and in the event of incidents concerning tenant civillibility.

The campsite can't be held responsible in case of accident, injury, irregularities. You are on the campsite on your own risk.

- All customers must adhere to the campsite rules.
- **Charcoal barbecues are not permitted** on pitches and rental accommodation. Only our communal charcoal barbecues are permitted. Gas or electric barbecues / plancha are permitted.
- Each named tenant is responsible for noise or disturbance caused by the people staying with him or by people who may visit him. By violation of the campsite rules, the management reserves the right to evict the customers of the campsite without refund.

## POOLS

- As a hygienic measure only traditional bikinis, swim suits and shorts are allowed. Wristband is compulsory.
- **Authorised swimwear:** 1-piece or bikini, swimming trunks or shorts and anti-UV T-shirt.
- **Unauthorised clothing:** overalls, leggings, dresses, sarongs, cotton or city T-shirts, clothing below the knee, underwear, neoprene clothing, loose-fitting clothing and/or clothing covering the entire body.

## ANIMALS

Animals are accepted (except 1st and 2nd category dogs) only on camping pitches, holiday homes, handloft or cottages Africa in exchange for a fee which must be paid upon booking. They must be kept on a leash at all times. They are not allowed near the swimming pool, in the shops and in the buildings. The vaccination certificate must be up to date for dogs and cats.

## IMAGE REPRODUCTION RIGHTS

You give permission to Yelloh! Village, as well as to any person chosen by Yelloh! Village, to take photographs of you, to record you or to film you during your stay with Yelloh! Village and to use the resulting images, sounds, videos and recordings using any media (especially on Yelloh! Village websites and web pages, including Facebook, on Yelloh! Village information and promotion media and on travel and tourism guides). This permission applies for you as well as for people staying with you. The sole purpose of this is to promote and to provide information about Yelloh! Village establishments and the Yelloh! Village network, and may in no event damage your reputation. This permission is provided free of charge for all countries and for a period of 5 years.

## DISPUTE

Claims regarding non-compliance of services with binding commitments may be submitted by post or email to the manager of the village concerned or to Yelloh! Village.

## MEDIATION

In the event of a dispute with one of the establishments in our group, you may contact us in the following way:

- Send a registered letter with acknowledgement of receipt to the manager of the village concerned
- Send a copy of this letter to customer services by post to YELLOH! VILLAGE - BP 68 - 7 chemin du môle - 30220 AIGUES MORTES - FRANCE
- You may refer to the CM2M mediation centre after a period of one month following the time you sent these letters/emails. Please make your submission online at <https://ec.europa.eu/>, or by post to: CM2M - 14 rue Saint Jean 75017 PARIS

## YELLOH! VILLAGE'S RESPONSIBILITY

The client acknowledges that Yelloh! Village may not be held responsible for any false information supplied by its partners or by any third party that might be specified in the Yelloh! Village brochure or on its website, concerning the residential premises, and particularly its photographs, descriptions, activities, leisure activities, services and dates of operation. All photographs and text used in the Yelloh! Village website do not form part of any contractual obligation. They are for information purposes only.

## COMPUTERIZED DATA AND PERSONAL FREEDOM

The information you provide when you perform your order will not be transmitted to a third party. This information is regarded as confidential. It will only be used for internal services of Yelloh! Village, for the processing of your order and to reinforce and personalize communication and offer of services reserved for the use of Yelloh! Village customers in relation to your pastimes. In accordance with the law relating to computerized data, files and personal freedom of January 6<sup>th</sup> 1978, you have the right to access, rectification and opposition of personal data concerning you. You just have to send us a written request.

## Camping Club Farret \*\*\*\*\*

Camping La Plage \*\*\*\*\*

SAS 3A - SIRET 381 730 894 000 15

Camping Beach Farret Tamaris \*\*\*\*\* SARL BMH - SIRET 503 741 662 000 20

Chemin des Rosses 34450 VIAS PLAGE

Tel. 00 33 (0)4 67 21 64 45

Fax. 00 33 (0)4 67 21 70 49

E-mail : [info@farret.com](mailto:info@farret.com)

## GENERAL TERMS OF THE CANCELLATION GUARANTEE

Club Farret proposes a cancellation and interruption guarantee for an amount equivalent to 4% of the cost of the stay in the rental accommodation and on a camping pitch. This guarantee can only be taken out at the same time as the booking.

The cancellation and interruption guarantee is valid from the day you subscribe the guarantee and expires at latest at the end of your stay.

### WHAT DO WE COVER ?

You will be refunded the amount paid on presentation of a receipt (excluding tourist taxes, any deductible and cancellation guarantee) and on condition that you have previously informed us in writing as soon as an event preventing your departure occurs.

#### UNDER WHAT CIRCUMSTANCES DO WE INTERVENE?

If one of the following events occur before or during your stay :

• **Serious illness (including serious illness following an epidemic or pandemic declared within thirty days prior to departure), serious bodily injury or death, including the consequences, after-effects, complications or worsening of an illness or accident, noted before booking your trip, of:**

- yourself, your legal or de facto spouse, your ascendants, descendants (any degree), your Guardian or any person usually living under your roof,
- your brothers and sisters, including the children or the spouse or live-in partner of one of you direct ascendants, brothers- and sisters-in-law, sons- and daughters-in-law, fathers- and mothers-in-law,
- your professional replacement named when booking,
- The person named when taking out this policy responsible, during your trip, of looking after or taking on holiday your underage children, or the disabled person living under your roof, subject to hospitalisation of more than 48 hours or death.

• **Death of your uncle, aunt, nephews and nieces.**

• **Pregnancy complications up to the 28th week:**

- That cause total stoppage of any professional or other activity and provided that when the stay commences, or,
- if the very nature of the trip is incompatible with the state of pregnancy, provided that you are unaware of your state at the time of registering.

It is up to you to establish the reality of the situation giving rise to the right to our services and we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the materiality of the facts.

• **Redundancy** involving you or your de facto or common-law spouse, provided that the procedure was not initiated on the date this Policy was taken out or that you were unaware of event when the policy was taken out.

• **Summons:** for the adoption of a child, as a witness or juror, for an organ transplant.

• **Theft or serious damage to your essential caravan or camper van** for the stay booked which is unknown when taking out the insurance policy and makes your initially planned stay impossible.

• **Serious damage from fire, explosion or water** or caused by the forces of nature at your business or private premises, where your presence is required without fail to take the necessary precautionary measures.

• **Theft at your professional or private premises** requiring your presence without fail on the day of departure, provided that it occurs the 48 hours preceding the start of the stay.

• **Serious damage to your vehicle** during the 48 working hours before the first

day of the stay and insofar as it cannot be used to get you to the campsite

• **Impediment to you reaching the campsite by road, rail, air or sea on the day the stay starts due to:**

- roadblocks ordered by the State or a local authority,
- flooding or natural event obstructing traffic and certified by the competent authority,
- Traffic accident during the journey needed to get to your planned stay location, where the damage immobilises the vehicle, as stated in the report by the adjuster.

• **Getting a job as an employee** for more than six months that starts before or during the planned dates of your stay (you must have been registered as a job seeker with an employment agency on the day of booking your stay (proof of affiliation will be requested) and provided this is not a contract extension or renewal nor an assignment given you by a temporary employment agency.

• **Your divorce or break-up of a PACS** (civil solidarity pact) provided that the proceedings were brought before the courts after the trip was booked and on presentation of an official document.

**25% excess of your total amount**

• **Theft of your identity card, driving licence or passport** within five working days prior to your departure that prevents you from satisfying the mandatory control by the competent authorities for you to reach the campsite.

**25% excess of your total amount**

• **Cancellation or modification to the paid holiday dates** of yourself or your de facto or legal spouse imposed by your employer for legitimate reason or exceptional circumstances who had officially agreed to them in writing before you booked your stay. The document issued by the employer is required. This cover is not available to heads of companies, self-employed professionals, freelance workers, craftspeople or people employed part-time in the entertainment industry. This cover also does not apply in case of change of employment.

**25% excess of your total amount**

• **Change of job requiring you to move house**, imposed by your superiors and which you have not requested and provided the change was unknown when the policy was taken out. This cover is granted to salaried employees, excluding self-employed professionals, company directors and legal representatives, freelance workers, craftspeople and people employed part-time in the entertainment industry.

**25% excess of your total amount**

**In the event of late arrival or interruption of the stay, reimbursement of the days not used for the cases covered by the cancellation guarantee. In the event of late arrival or interruption, a one-day deductible applies.**

### WHAT IS THE CANCELLATION PROCEDURE?

➤ **You must inform the campsite of your cancellation as soon as you become aware of the event preventing you from staying.**

➤ **Supporting documents must be sent within 10 working days after the event occurs.**

You must make sure of the good reception of your cancellation (a confirmation of cancellation will be sent per e-mail within 48 hours).

**Email:** [annulation@farret.com](mailto:annulation@farret.com)

**Post:** Yelloh ! Village Le Club Farret  
Service Annulation  
Chemin des Rosses – 34450 Vias-Plage