



# GENERAL TERMS AND CONDITIONS

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## INTRODUCTION

The purpose of these General Terms and Conditions of Sale (hereinafter "GTCS") is to define the terms and conditions for the rental of accommodation offered by Camping Paradis Marina Paradise to private customers.

The GTCS apply to all bookings and sales of open-air hotel services made via all the marketing media made available by the Company, or directly on site at Camping Paradis Marina Paradise, located at 20 avenue Frédéric Mistral, 83310 Cogolin.

The establishment is operated by VAR GESTION, a Société par Actions Simplifiée (simplified joint stock company) with a single shareholder and a capital of 5,000.00 euros, registered with the Fréjus Trade and Companies Register under number 829 447 994, with individual VAT identification number FR84829447994, whose registered office is located at Ld Cogolin Plage, Carrefour de la Foux, 20 avenue Frédéric Mistral, 83310 Cogolin.

Any reservation implies the Customer's full and unreserved knowledge and acceptance of these GTC.

IT HAS BEEN DECIDED AND AGREED AS FOLLOWS:

## ARTICLE 1: GLOSSARY

- "Campsite": a tourist establishment where the company markets accommodation.
- "Catalogue": all paper and digital communication media presenting all or part of the accommodation offered by the Company.
- "Client": a natural person treated as an individual who makes and pays for a booking on their own behalf. The Client may also be a partner (e.g. an Economic Social Committee) who makes a booking on behalf of a beneficiary. The notion of Customer does not include, among others, the notions of holiday participant, group, resident or community.
- "General Terms and Conditions": these General Terms and Conditions of Rental.
- "Accommodation": all the rental properties (Mobile Homes) offered by the Company.
- "Reservation": the status of an order which definitively establishes the rental of accommodation because the order has been accepted by the Company and the Company has received payment (including partial payment) from the Client. A reservation is at the origin of a holiday.
- "Internet Sites": refers to the Company's Internet site(s), including [www.camping-marinaparadise.fr](http://www.camping-marinaparadise.fr).
- "Company": VAR GESTION
- "Advertising media": all communication media made available by the Company to promote products and services, including the website(s), catalogue, applications, etc.
- "Visitor": a visitor is a person who is not one of the participants mentioned on the Reservation and who visits the Customer at the Campsite.

## ARTICLE 2: OBJECT

The contractual relationship between Camping Paradis Marina Paradise and the Customer is governed by these General Terms and Conditions.

The GCS can be consulted at any time on the campsite's website: <https://marinaparadise.com/> and will be sent to the Customer by e-mail when the reservation is made.

The Customer may keep the said contract by any means of computer recording or print them out.

The GTCS set out all the contractual obligations of the Parties. In this respect, no special provision communicated by the Customer may be added to them.

For any reservation of an open-air hotel service, the Customer declares that he/she has read these GTC and accepted them unreservedly, that he/she is acting for personal purposes that do not fall within the scope of his/her professional activity (whether commercial, industrial, craft, liberal or agricultural), that he/she is of legal age and has full legal capacity to contract.

In the event that one of the clauses of this contract is rendered null and void by a change in legislation or regulations or by a court ruling, this shall in no way affect the validity of and compliance with these GTC.

For any dispute arising between the parties relating to the formation, validity, interpretation or performance of the contract, an amicable solution must first be sought. If it cannot be resolved amicably, the dispute will be brought before the competent court by the most diligent party.

## ARTICLE 3: APPLICABLE LAW AND JURISDICTION

These GTC shall be governed by and construed in accordance with French law. They have been drafted in French and translated into various language versions. For their interpretation in the event of a dispute, only the French text shall be deemed authentic.

In the event that one of the clauses of this contract is rendered null and void by a change in legislation or regulations or by a court ruling, this shall in no way affect the validity of and compliance with these GTC.

For any dispute arising between the parties relating to the formation, validity, interpretation or performance of the contract, an amicable solution must first be sought. If it cannot be resolved amicably, the dispute will be brought before the competent court by the most diligent party.

## ARTICLE 4: APPLICATION AND ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS

4.1. These GTC are up to date as soon as they are published online, and cancel and replace any previous version. The Company reserves the right to modify them at any time.

These GTC are applicable from the moment the Client makes a reservation, to the exclusion of all other conditions, only if the Company has accepted this reservation, which it is free to do or refuse, depending on availability and, in general, on any circumstances likely to affect the execution of the reservation made.

The version of the General Terms and Conditions applicable to the Customer is the one received in electronic format (PDF) or on paper at the time of booking.

Only the parties are entitled to make a dispute, claim or request for reimbursement. Any request made by a third party will be deemed inadmissible and will not be considered by the Company.

4.2 Any reservation implies the Client's acceptance of these GTC in their entirety, of which they acknowledge having knowledge.

For bookings made via the Internet, acceptance is evidenced by ticking the box stating: "I have read and accept the general terms and conditions of sale".

For bookings made via any other marketing medium, the Customer is deemed to have accepted the General Terms and Conditions of Sale, which were sent to him/her by e-mail when the booking was confirmed.

4.3. The Company hereby informs Customers that, in accordance with Article L221-28 of the French Consumer Code: "The right of withdrawal may not be exercised for contracts: [...] 12° For the provision of accommodation services, other than residential accommodation, goods transport services, car hire, catering or leisure activities which are to be provided on a specific date or at a specific time". As a result, the 14-day cooling-off period does not apply to accommodation bookings.

## ARTICLE 5: DESCRIPTIONS

The Company uses its best endeavours to keep up to date - on all marketing media - the information relating to the services it offers, and to notify the Customer in the event of any substantial change to this information.

The Customer is invited to refer to the detailed description of the accommodation booked in order to find out its composition.

The classification (number of stars) given to the Campsite on the marketing materials corresponds to a classification established with reference to French standards.

## ARTICLE 6: RESERVATION

6.1. At the time of Booking, the following obligations are incumbent on the Customer:

- He/she warrants to the Company that he/she has all the rights, permission and authority necessary to place the order in accordance with these GCS,
- He/she must participate and stay and be registered as a participant,
- They must provide all the information requested by the Company, i.e.: the contact details and marital status of all the participants in the holiday,
- He/she acknowledges that he/she is booking in the name and on behalf of all the participants in the holiday,
- He/she guarantees the accuracy and veracity of the information provided,
- As the contractual relationship is established between the Company and the Client making the reservation, the Client acknowledges that he/she is the only party responsible, particularly in financial terms, and for all events that may arise in connection with the reservation and the holiday,
- He/she acknowledges that all bookings are made on a personal basis and undertakes not to transfer or sublet all or part of the accommodation allocated to him/her as part of the booking.
- They must ensure that the booking confirmation documents sent to them by the Company after they have placed their order (e.g. confirmation page and email) and/or at the time of booking (e.g. voucher) contain information that corresponds to the services selected.

6.2. Customers can book their stay in several ways:

- On the campsite website: <https://marinaparadise.com/>
- By calling the campsite on 04 94 81 52 57 during reception opening hours,
- At the campsite reception desk
- By e-mail
- From a tour operator

6.3. The reservation is the result of an agreement between the Company and the Client. This agreement is reached when all three of the following conditions are met:

- The Company has confirmed the availability of the holiday ordered,
- The Company has recorded full payment for the holiday or - at the very least - the amount of the deposit owed by the Client,

- The Company has sent the Client a document confirming the booking (by e-mail or post to the address given by the Client at the time of booking).

6.4. The Company reserves the right to refuse any booking in the event of:

- An existing dispute with the customer,
- Total or partial non-payment of a previous booking, or any delay in payment for a current booking,
- Partial and/or erroneous communication of information required by the Company, such as the surnames, first names, dates of birth of the participants, the number plate or any other proof of identity, etc.

6.5. If a service or holiday ordered is unavailable, the Customer will be informed. The Company will propose a replacement solution to the Customer, who is free to accept it or not. If the replacement solution is accepted, and except in the case of a specific and exceptional government decision, the company will reimburse the difference paid by the Customer between the amount of the service initially paid and the amount of the service offered as a replacement. If the replacement solution is refused, the Company will reimburse the sums paid by the Customer. With the Client's agreement, this refund may be offered in the form of a credit note.

6.4. The establishment offers accommodation designed for families. For this reason, the Company reserves the right to refuse the reservation and/or access to the campsite and/or the accommodation:

- Any group of participants whose number exceeds the maximum capacity of the accommodation booked, for safety and insurance reasons.
- Any person not mentioned in the booking form.

6.5. Please note that everyone, regardless of age, is counted as a participant. A baby or a minor is therefore considered to be a participant in the same way as an adult. For obvious reasons of safety (swimming pool, possible evacuation of the campsite in the event of a weather or fire warning) or health (possible hospitalisation during the stay), bookings by minors not accompanied by one of their legal guardians within the meaning of article 382 of the French Civil Code are not permitted.

In addition, our campsites are not authorised, within the meaning of articles L227-1 et seq. of the Code de l'action sociale et de la famille, relating to the protection of minors during school holidays, professional leave and leisure activities, to provide group or individual holidays away from the family home for minors under the age of 18, unaccompanied by one of their legal guardians as referred to in the previous paragraph.

6.6. The Company informs the Client that only one dog is permitted per booking, it being remembered that:

- Category 1 and 2 dogs (i.e. attack dogs and guard and defence dogs such as American Staffordshire terriers, Mastiffs, Tosa and Rottweilers), as well as Pitbulls, Cane Corsos and Malinois Shepherds, are strictly prohibited.
- The animal must be mentioned in the booking and the Customer must pay the sum of €5/day/pet.
- The end-of-stay cleaning charge of €120 is compulsory for all bookings including a pet.
- All animals taking part in the holiday are the responsibility of the Customer, who must comply with the campsite rules and regulations (e.g. presentation of a vaccination certificate, keeping the animal on a lead, supervision, authorised / prohibited area, etc.).

6.7. The Company reserves the right to refuse any person not mentioned in the booking.

6.8. The Company considers that any order for several items of Accommodation placed by the same natural person, the same legal entity, or by different natural persons who know each other and are travelling together for the same reasons and on the same dates, constitutes a group reservation.

All requests for group bookings must therefore be sent by e-mail to the Company at the following address: [reservation@marinaparadise.com](mailto:reservation@marinaparadise.com)

The Company reserves the right to examine any group booking request to determine whether it is compatible with occupancy of the campsite during the period requested before accepting or refusing it.

6.9. Customers do not have the option of choosing the precise location of their accommodation and no pitch number is allocated to them prior to their arrival.

If a pitch number is communicated to the Customer prior to arrival, it will be allocated subject to any changes required to ensure that the Customer's stay runs smoothly. The Company therefore reserves the right to change the number of accommodation reserved for the Customer at any time, without prior notice and without informing the Customer prior to arrival.

The Company informs you that the minimum rental periods are freely defined by the Company and may be changed at any time. In high season (July/August), the minimum stay is 7 nights. In low season, the minimum stay is also 7 nights, except for exceptional offers.

## ARTICLE 7: PRICES

7.1. In accordance with article L 111-1 of the French Consumer Code, prior to the final confirmation of the reservation, the prices of accommodation and hotel services are indicated in euros, inclusive of all taxes.

The booking confirmation received by the Customer indicates the total amount due. The price attached to the reservation is for the service chosen by the Customer, according to the dates selected and under the conditions of the price plan selected.

It is the Customer's responsibility to check the details of their booking and the price displayed.

The prices displayed on the various marketing media vary according to the dates of stay and the periods.

The Company reserves the right to change the prices of hotel services at any time and without prior notice.

Corrected prices will only be applied to bookings made after they come into force.

The prices shown on the various marketing materials include:

- The rental of a dwelling unit with its equipment as described on the website(s)
- Consumption of water, electricity and gas when renting accommodation
- Parking for one car per reservation in the car parks made available to Customers on the premises of the establishment (unless the Customer is informed otherwise at the time of ordering or on the documents linked to the Reservation).
- Access to free facilities (e.g. swimming pool, multi-sports pitches, etc.) and free services (e.g. entertainment, children's clubs, free evenings, etc.) available at the Campsite (unless specific rules for the Campsite are mentioned and brought to the Customer's attention when the order is placed or on the documents associated with the reservation).

However, the prices displayed on the various marketing media do not include the options or additional services offered by the establishment, such as:

- Cleaning package
- Wifi packages
- Parking space for additional vehicle
- Hire of bed linen, towels, etc.
- Paid facilities and activities offered by the campsite
- The amount of any cancellation insurance taken out by the Customer
- Any administration fees (applicable to one stay per year)
- Tourist tax, household waste tax, eco-participation tax, local taxes, etc.
- The security deposit
- Transport/travel costs

This list is not exhaustive.

7.2. The total cost of the holiday is that which is communicated to the Customer at the time of ordering, subject to validation of the availability of the service.

Any price indicated prior to the reservation, and any price change subsequent to the reservation, will not affect the Customer's reservation.

In the event of a typographical error on the total amount of the holiday, an obvious error or a derisory amount, the Company will inform the Client concerned of the said error and reserves the right to cancel the reservation.

7.3. The Customer may book additional services before or during their stay (excluding cancellation insurance).

In the event of voluntary or involuntary extension of the stay, the price applicable will be that in force on the day of the extension.

7.4. The Customer is informed that there are four rates for cleaning:

- a basic rate of 120€ if the service is booked at the time of reservation
- a rate of 120€ if the service is booked on site, at the campsite, within 48 hours of the customer's arrival
- a charge of 120€, which will be deducted from the deposit, if the cleaning has not been carried out by the customer before departure
- a compulsory fee of 120€ if a pet is included in the booking

7.5. The Customer may benefit from promotions, individual discounts, partner discounts, a credit note and/or a voucher, the application of which would vary the total amount of the stay.

Unless otherwise specified in writing and made known to the Customer:

- No discount or benefit may be applied to a booking that has already been paid for in full or in part.
- Discounts and advantages defined during promotional periods are only applicable to an order placed during these commercial operations.
- Partner discounts are only applicable if the Customer is the direct beneficiary of the discount and pays for the order themselves.
- Individual and partner discounts cannot be combined on the same order.
- The Company manually checks the applicability of discounts and benefits. If a discount and/or benefit has been unfairly applied, the Company will inform the Client concerned of said unfair application and the Client will be required to reimburse the amount. In the event of non-payment by the Client, the Company may cancel the reservation.

## ARTICLE 8: PAYMENTS

8.1. The total amount of the service booked must be paid by the Customer before arriving at the campsite. Payment may be made in one or more instalments.

Any failure to pay, impossibility of debiting the sums attributable to the Customer, or rejection of a bank card payment will result in the cancellation of the reservation.

The security deposit may be deposited online, on the website of our service provider Swikly.

The deposit may also be paid on site, at reception, by bank transfer or cheque only.

Any additional services booked on arrival at the campsite and/or during the stay will be subject to immediate payment.

8.2. Payment for the reservation is made on the campsite's website, in the customer area reserved for this purpose and accessible via the secure link sent to the customer by email, or by bank transfer.

The establishment accepts credit cards and bank cards (Carte Bleue, Visa, MasterCard or American Express), bank transfers, cheques and holiday e-cheques.

Cash payments may only be made on site at the establishment, within the limits of the payment ceilings stipulated in article D112-3 of the French Monetary and Financial Code.

8.3. If the booking is made more than 30 days before the start of the holiday, all sums due must be paid no later than 30 days before the arrival date.

On the other hand, if the reservation is made less than 30 days before the start of the holiday, all sums due must be paid immediately.

8.4. Payment in several instalments may be offered to Customers who make their reservation more than 60 days before the start date of their holiday.

When payment is made in several instalments, the Company sets out a payment schedule indicating the dates, number and amounts of the instalments. This schedule is communicated to the Client in writing when the order is placed, and then in the confirmation documents.

The Customer undertakes to comply with the payment schedule and to provide up-to-date payment details (e.g. valid bank card).

If the amount of the holiday changes, the payment schedule will be updated and communicated to the Customer in writing. This update becomes the only valid payment schedule.

In the event of non-payment of the first instalment, the booking will not be validated. In the event of non-payment of an additional instalment, the Customer will be notified. The Client must pay the next instalment in accordance with the conditions communicated to them.

The Company reserves the right to cancel the booking for this reason. In this case, the cancellation conditions described below (in the "Cancellation" article) will apply.

8.5. When the Client makes a reservation and chooses to pay by bank transfer, in one or more instalments, the Company gives the Client a maximum of 5 days to send payment of the sums due and mentioned on the confirmation documents. Pending payment, the booking is considered to be "awaiting payment". In the event of non-payment or payment not corresponding to the sums due, the reservation will not be validated.

8.6. When the Customer selects a digital payment method (bank card, e-holiday voucher, etc.), he/she is immediately redirected to the secure environment of the Company's payment partner.

8.7. When the Customer wishes to use a credit note, he/she must comply with the instructions sent to him/her in order to use it.

## ARTICLE 9: CHANGES AT THE CUSTOMER'S INITIATIVE

Any request to change a booking must be made in writing to the establishment and will be duly invoiced.

Any request for modification made 7 days or less before the start of the stay (the date of receipt of the written request by the Company is the only valid date) will be automatically rejected.

Any stay begun is payable in full. No compensation will be paid in the event of delayed arrival or early departure.

Any request for a change to the contract initially accepted will be examined by the establishment, which reserves the right to accept or refuse the request.

If the modification is refused by the Company, the Customer must either continue with the stay under the original conditions or cancel it.

The modification fee is €30 per booking, inclusive of tax.

Any request for modification will result in a new calculation of the total cost of the holiday according to the prices in force on the day of the calculation, without the application of any current promotional offer.

If the new total amount of the stay is higher than the amount of the reservation, the modification fee of €30 applies and the Client must pay the difference between the new amount and the sums already paid.

However, if the new amount is lower than that of the initial booking, and the request for change is made 30 days or more before the start of the initial stay, the change fee does not apply, and:

- The difference between the sums paid and the new amount will be reimbursed to the Customer - if he has already paid for his stay in full.
- If there are any outstanding instalments, the payment schedule will be adapted to the new amount of the stay.

However, if the new amount is less than that of the initial reservation and the request for modification is made less than 30 days before the start of the initial stay, the Company will not make any refund.

The Client may also ask the Company to transfer his/her reservation to a person who is capable of placing an order. The new Client must comply with all the aforementioned obligations of the Client. A modification fee of €30 will be charged for the transfer.

## ARTICLE 10: AMENDMENTS AT THE COMPANY'S INITIATIVE

The Company may modify any reservation before the start of the holiday by making a substitution or replacement proposal to the Client. The Company will use its best endeavours to contact the Client as

soon as possible, by any means, to inform them of the conditions of such a modification.

In the event of acceptance, the Client acknowledges having accepted all the conditions of the modified reservation. The Customer will receive new documents relating to the modified booking (including a new payment schedule if applicable).

These new documents are the only ones to be deemed authentic in subsequent relations between the Client and the Company. No complaint may be made to the Company for this reason.

In the event of acceptance,

- If the total cost of renting the Accommodation is higher than the initial cost, the Company undertakes to pay the difference in price.
- If the total cost of renting the Accommodation is less than the initial cost: And once all the sums owed by the Customer to the Company have been paid, the Customer will be reimbursed for the difference between the sums paid and the new total amount of the holiday. And if there are still sums owed by the Customer to the Company, the payment deadlines will be adjusted so that the Customer only pays the difference between the sums paid and the new total amount of the holiday.

If the Client does not make a decision, refuses or wishes to cancel, the Company will cancel the booking and reimburse the sums paid by the Client (including any booking fees that may have been applied and the amount of any cancellation insurance taken out) as soon as possible after the Client has been notified of the cancellation.

In the event of a change on the part of the Company due to exceptional and unavoidable circumstances, and unless an exemption is granted by the competent authorities, all sums paid will be reimbursed to the Customer as soon as possible. No additional compensation will be offered.

## ARTICLE 11: CANCELLATION AT THE CUSTOMER'S INITIATIVE

11.1. The Company reminds you that the customer who has made the reservation is the only party responsible to the Company.

If cancellation results from non-payment of an instalment or of the total amount due for the reservation one month before the start of the stay, the Customer may not demand any reimbursement.

A cancellation is only effective if the Company has issued a document notifying the Customer of the cancellation. Without this document, the reservation and all contractual obligations arising therefrom remain in full force and effect.

11.2. All cancellations must be sent in writing to the Company at reservation@marinaparadise.com or by post to VAR GESTION, 20 AVENUE FREDERIC MISTRAL, 83310 COGOLIN.

Cancellation must be requested within 48 hours of the event giving rise to the cancellation (only the date of the event giving rise to the cancellation will be taken into account).

If cancellation occurs:

- After the start date of the stay, the Customer is not eligible for any refund, whether or not he/she has checked in. The Company will invoice the full amount of the stay.
- Less than 7 days before the start of the stay, the Customer is not eligible for any refund. The Company will invoice the full amount of the stay.
- Between the 30th and the 7th day inclusive before the start of the stay, the Company invoices 90% of the total amount of the rental plus 100% of additional costs (administrative fees, insurance, etc.).
- Between the 60th and 31st day inclusive before the start of your stay, the Company will invoice 50% of the total rental amount plus 100% of ancillary costs (administrative fees, insurance, etc.).
- On or after the 61st day before the start of your stay, the Company will invoice 30% of the total rental amount plus 100% of ancillary costs (administrative fees, insurance, etc.).

## ARTICLE 12: CANCELLATION INSURANCE

12.1. The Company offers customers the option of taking out holiday cancellation and interruption insurance, via an insurance partner: FLIXY by Neat. Two contracts are available to customers: Comfort insurance and Premium insurance.

12.2. Cancellation and interruption of stay insurance can only be taken out at the time of booking. It enables the customer to be reimbursed

for the cost of his reservation in the event of an event preventing his departure - or for the unused nights of his stay in the event of an event delaying his arrival or shortening his stay.

This insurance only takes effect when the insurance premium is paid in full to the Company on behalf of the insurer.

The insurance premium is non-refundable, except in cases covered by the provisions relating to the 14-day cooling-off period for insurance products - or special information brought to the Customer's attention at the time of booking - or on documents relating to the Booking.

12.3. The terms and conditions of the Comfort and Premium insurance policies offered by FLIXY, and the events covered by these policies, are detailed in the General Terms and Conditions of Cancellation Insurance available on our website: <https://marinaparadise.com/>

12.4. In the event of a covered loss, the customer must notify the establishment in writing of his/her withdrawal, then immediately contact the insurer in accordance with the procedures described in the General Conditions of Cancellation Insurance. Depending on the insurance contract chosen, the customer must provide the insurer with all the information and supporting documents required to examine the case.

As soon as the Customer requests the cancellation of his/her reservation with the Company, this request is deemed firm and definitive. The Customer may therefore not demand any reimbursement or compensation from the Company, or even request that the reservation be maintained if the insurer rejects the Customer's request for reimbursement and compensation.

## ARTICLE 13: STAY

13.1. Arrival times at the campsite may vary according to date. These will be indicated on the campsite rules and regulations, which can be accessed at any time on the campsite website, or on the voucher given to the customer.

Unless prior agreement has been obtained from the establishment's management, no arrivals are possible outside the scheduled times. The company will not reimburse or compensate the customer for arriving outside the agreed arrival times, thereby depriving the customer of access to the accommodation.

On arrival, the customer must read, complete and sign the responsibility form presented by the reception team.

Prior to their stay, or at the time of their arrival, customers must read the house rules and the pool rules, which they undertake to respect throughout their stay. These two sets of rules are available at all times on the establishment's website and are posted at reception.

13.2. The purchase and/or wearing of a wristband may be compulsory throughout the site, to ensure maximum safety for participants and to enable them to be identified among all persons present on the premises. The Company alone has the power to define the rules concerning the distribution, wearing and access authorized by wristbands.

13.3. Upon arrival at the accommodation, it is the Customer's responsibility to carry out an inventory or inventory of fixtures. They must notify the reception team in writing of any problems within 24 hours of arrival. The reception team will do its utmost to remedy the situation as quickly as possible. No complaint will be taken into account after this time. Similarly, no incident occurring during the stay will be taken into account if it has not been reported to the reception team within 24 hours of its occurrence. Finally, no incident will be taken into account if it cannot be ascertained by the reception team.

13.4. In the event of failure to arrive at the campsite on the scheduled arrival date, and without the customer sending a written notice to the head office within a maximum of 48 hours, the Company reserves the right to put the accommodation reserved for him/her back up for sale.

13.5. Visitors must report to the reception staff. Visitors are permitted only during the opening hours of the campsite's reception, as specified in the campsite rules. They are not allowed to stay in the accommodation booked outside these hours (even if the capacity of the accommodation permits this), nor to use the camping equipment and facilities.

Visitors who are authorized to stay at the campsite agree to abide by the campsite rules and regulations, and are under the responsibility of the customer receiving them.

13.6. In the absence of the customer to complete departure formalities, the reception team is the sole judge of the state of the accommodation and its equipment. In this case, no complaint from the customer will be accepted.

If the accommodation is returned in a condition judged "correct" by the reception team, the security deposit is not debited or is returned immediately.

Otherwise, if any defects are noted by the reception team, sums will be deducted from the security deposit and/or invoiced to the customer within a maximum of one month after departure. Supporting invoices are provided to the customer. If the amounts invoiced exceed the security deposit, the security deposit will not be returned and the Company reserves the right to invoice the Customer for any additional amounts due.

Among the types of damage that may result in the deposit being cashed, in addition to any additional repair costs invoiced to the customer, the Company refers to the following cases: (this list is not exhaustive)

- Lack of cleaning or abnormal dirtiness. The Company reminds you that, even if the customer has subscribed to a cleaning package, this does not include the cleaning of crockery and kitchen utensils, which must be returned in a normal state of cleanliness. Furthermore, the cleaning package subscribed to by the customer does not cover any damage or deterioration, nor any obvious state of dirtiness of the premises occupied during the stay.
- Breakage, damage, loss or failure to comply with the entry inventory of any object or equipment made available to the customer during the stay.
- Non-return of equipment entrusted to the Customer, such as keys, access cards/badges, loan of equipment (iron, sports equipment, ironing board, hairdryer, etc.).

The maximum time for returning the mobile home keys is stated in the campsite rules and regulations.

If the customer wishes to leave after this time, he/she can request a late departure from reception. Late departures will be billed to the customer:

- 40 € if before 1pm
- 90 € if between 1pm and 8pm

Reception reserves the right to refuse late departures, especially in high season.

13.7. By accepting these GCS, the customer expressly authorizes the Company, free of charge, to photograph or film him during his stay and to use the photos, videos or sounds in any medium, for a period of 5 years. This authorization also applies to all persons staying with the customer. Its purpose is to ensure national and international promotion of the Company's brands on all its websites, brochures, social networks, commercial presentations or in tourist guides.

## ARTICLE 14: CUSTOMER RESPONSIBILITY

14.1. The Customer undertakes to behave as a reasonable person on the campsite premises, and not to harm the image or peace and quiet of the establishment.

The Customer is hereby informed that he/she may be held civilly and/or criminally liable for any behavior that is contrary to public order, morality, the image or reputation of the establishment - such as actions, attitudes, behavior or words that:

- Violent, abusive, racist or threatening towards third parties;
- offend the decency, morality, peace or serenity of third parties; or
- would have repercussions on the safety of the establishment and/or persons present on the site.

This list is not exhaustive.

In such cases, the Company reserves the right to ask the Customer to leave the establishment without delay or compensation. No refund will be given. The Customer must also pay the price mentioned in the booking confirmation e-mail and any additional services taken, before leaving the establishment.

14.2. During his stay, the Customer undertakes to use the accommodation provided and its furnishings appropriately and without damage.

The Customer will be held liable for any damage, loss, deterioration, disturbance or nuisance caused by him or any person staying with him - whether the damage is direct or indirect, material or immaterial, caused to third parties or to the establishment, voluntary or resulting from a fault, error or negligence on his part.

In the event of damage or deterioration, the Company reserves the right to invoice the amount required to restore the property, as well as the estimated cost of immobilizing the accommodation.

#### 14.2.1. Charging of Electric Vehicles

For safety reasons, it is strictly prohibited to charge an electric or plug-in hybrid vehicle using the electrical outlets of the mobile homes or any other electrical installation within the accommodation.

Failure to comply with this prohibition shall constitute a serious breach of these General Terms and Conditions of Sale and of the campsite's Internal Rules. The Management reserves the right to immediately expel the Customer and all occupants of the accommodation, without any refund of the amounts paid and without prejudice to its right to recover the costs of any damage caused to the campsite's facilities or to third parties.

14.3. The customer and participants in the stay acknowledge that they have read the campsite rules and regulations, as well as the swimming pool rules and regulations. He acknowledges that these rules govern his stay in addition to these GTC.

During his stay, the customer undertakes to respect (and to ensure that the persons residing with him and for whom he is responsible respect) all the provisions of the campsite's internal regulations.

In the event of violation of any of the provisions of these regulations, the Company reserves the right to take all necessary sanctions, such as:

- Financial penalties,
- Immediate expulsion from the campsite, without notice, reimbursement or compensation.

14.4. The customer is invited to check before his departure that he has civil liability insurance to cover any damage he may cause during his stay.

14.5. Minors accompanied by their legal guardians are under the latter's responsibility. It is strictly forbidden to leave them alone, unsupervised, on the campsite premises.

14.6. Customers are requested to ensure that their belongings are looked after during their stay.

### ARTICLE 15: COMPANY LIABILITY

The Company may not be held liable in the event of modification, cancellation, non-performance or poor performance of any service linked to the reservation, which may be attributable to exceptional and unavoidable circumstances caused by the Customer or the participants in the holiday, or to disruption or total or partial strike, notably of postal services and means of transport and/or communications.

Unless otherwise stipulated by law, the Company shall not be held liable for any fault on the part of a third party, in particular one of its partners.

The Company shall not be held liable for the communication - by third parties - of erroneous information on the various marketing media.

All photos and texts used on all marketing materials are non-contractual. They are indicative only and may be modified at any time.

All activities and events mentioned on the various media may be modified or cancelled upon arrival of the Customer due to circumstances beyond the Company's control, or in the event of force majeure. The Company cannot be held responsible for such a situation, nor can it be used as a reason for cancelling the stay.

Infrastructure projects are mentioned on marketing materials for information purposes only. The Company shall not be held liable for any delay in the completion of projects for reasons beyond the Company's control or in the event of force majeure.

Finally, the Company cannot be held liable for any indirect damage, operating loss, loss of profit, loss of opportunity, damages or expenses.

### ARTICLE 16: PERSONAL DATA

When customers browse the Company's website or place orders, we collect three general categories of information:

- that which the customer communicates to us
- that we collect automatically when the website is used
- information we collect from third parties

This information is considered confidential by the Company. It is used solely to process the reservation and to reinforce and personalize the communication and service offer reserved for the Company's customers according to their centers of interest.

By ticking the box entitled "I have read and accept the general terms and conditions of sale" at the time of booking, the Customer expresses his/her specific, free and informed consent to his/her data being used by the Company and/or certain of its partners, in order to:

- To ensure the proper execution of the order and of the contract binding the Company and the Customer in the context of a reservation, including the management of payment defaults
- To guarantee the quality of the follow-up of the Reservation and the stay, including the management of disputes or complaints
- To obtain the customer's opinion following the reservation and stay
- To send communications required by law to the Company, or communications informing the Customer of a substantial change concerning his order.

### ARTICLE 17: RECLAMATION ET MEDIATION

17.1. Any complaint must be reported by the Customer during his/her stay to the Management, within 24 hours of the event, so that the Management can do everything in its power to remedy the non-conformity, and to ascertain and satisfy the Customer's expectations to the best of its ability.

If no amicable agreement can be reached on site, the Customer is informed that he/she may submit a complaint in writing to the Company within a maximum of 15 days following the end of the stay at the following address: VAR GESTION, Ld Cogolin Plage Carrefour de la Foux, 20 avenue Frédéric Mistral, 83310 COGOLIN

Or by e-mail to: [reservation@marinaparadise.com](mailto:reservation@marinaparadise.com)

To enable us to assess the claim as accurately as possible, the customer is asked to attach factual information, such as photographs, videos, written documents, certificates, etc.

17.2. For the amicable resolution of cross-border disputes, the Customer may also contact the European Consumer Centre or visit the portal: <https://ec.europa.eu/odr>

17.3. In the absence of a satisfactory response, and in accordance with article L.612-1 of the French Consumer Code, the Customer is informed that he/she may refer the matter free of charge to the Consumer Mediator responsible for VAR GESTION, i.e. SAS CNP MEDIATION CONSOMMATION, within one year of the written complaint sent by registered letter to VAR GESTION.

In accordance with Articles L.616-1 and R.616-1 of the French Consumer Code, the Company has set up a consumer mediation system. The chosen mediation body is: SAS CNPM - MÉDIATION - CONSOMMATION.

In the event of a dispute, the consumer may file a claim on the website: <https://www.cnpm-mediation-consommation.eu/> or by post: CNPM MÉDIATION CONSOMMATION - 27 avenue de la Libération - 42400 SAINT-CHAMOND - FRANCE.

### ARTICLE 18: RIGHT TO OBJECT TO TELEPHONE CANVASSING

In accordance with Articles L 223-1 and L 223-2 of the French Consumer Code, the Customer has the right to register, free of charge, on the opposition to telephone canvassing list at: [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)