



## APARTMENTS – RENTAL TERMS

**All rentals are name-specific and are not under any circumstances transferable.**

Only people shown in the contract are permitted to stay at the campsite.

- Any reservation made on the campsite's website constitutes the formation of a contract concluded at a distance between the customer and the campsite. It is your responsibility to check the accuracy of the information validated by you (stay dates, options, contact details, participants) and to notify us of any possible error as soon as possible. **Booking a stay implies full acceptance of our booking conditions.**
- Parking for 2 cars included in price of rental. Underground car park for 1 vehicle; outdoor car park for 2<sup>nd</sup> vehicle. Additional vehicles must be parked outside the residence.
- Apartments are equipped with crockery and cooking utensils.
- Water and electricity are included in the price of the rental.
- We recommend bringing your own bed linen.
- **Rental possible only by reservation:** sheets, towels, household linen or childcare equipment. **Please consult us maximum 30 days before arrival (limited stock). Surcharge applicable in case of return in poor condition.**
- **For obvious management reasons, the allocation of a specific accommodation number is not guaranteed (unless the apartment is unique in its category). We always do our best to meet all requirements (groups, families, medical constraints, etc.).**
- For groups (min. 25 guests) apartments are allocated according to availability.
- Apartments are rented on a weekly basis. Arrivals are on Sunday after 4 p.m. and departures Sunday before 10 a.m. Nightly rentals are possible outside this period and according to availability (minimum 2 nights). Please contact us.
- In all cases, guests must arrive before 8 p.m.
- A 25%-deposit and 20 € booking fees are required upon signing the reservation contract.
- The balance due for your stay is payable 30 days before your arrival and includes the tourist tax for all persons aged 18 and over. **WARNING: after the 30-day deadline, the reservation will be considered as cancelled, and the accommodation will be returned for sale.** All the amounts already paid will be retained as termination indemnity.
- Upon arrival, a deposit will be requested for cleaning purposes (the amount varies depending on category). It will be returned on departure if the rental is left perfectly clean.
- An additional 300€-deposit is payable on arrival. The deposit is retained in case of damage to the rental.
- Possibility for you to let us make the end of stay cleaning (refer to the rates in force).
- In the event of having to cancel the booking of your apartment, no reimbursement will take place if you haven't paid a subscription to the cancellation insurance (see conditions).
- The 20 € booking fee is not reimbursable.
- **Animals are strictly forbidden in apartments, which are non-smoking, as all the common areas are.**
- **Minor children must be accompanied by a parent or legal guardian for the entire duration of their stay or risk being refused access to the residence.**

# MODIFICATION, CANCELLATION AND REFUND OF YOUR STAY

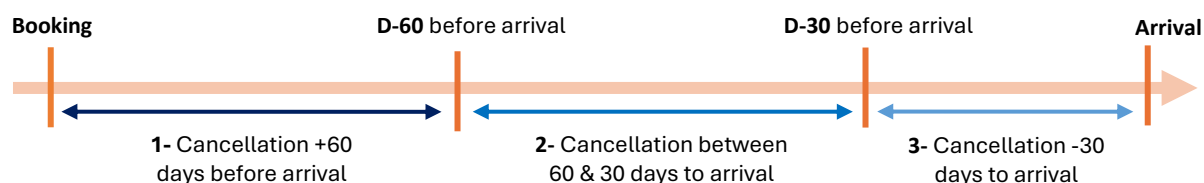
## Modification of your reservation:

A request for modification of the stay (dates, type of accommodation) can be made to the residence (by mail or e-mail), as far as availabilities. No postponement will be accepted for the following season. If no changes are made, the client must make his stay in the initial booking conditions.

*Any request for extension of stay or change of category of rental will be made according to availability and according to the current rates.*

Any request for change of stay occurring 15 days before the date of arrival will not be accepted.

## Cancellation by the customer:



**1-** Cancellation occurring more than 60 days before the date of arrival: the entire deposit will be refunded. A compensation of € 20 will be retained as a cancellation fee.

**2-** Cancellation occurring between 60 and 30 days before the date of arrival: the entire deposit will be kept as a cancellation fee.

**3-** Cancellation occurring less than 30 days before the date of arrival: the total amount of the stay will be retained as a cancellation fee.

**You have the option to purchase cancellation insurance (*Campez Couvert by Gritchen*), which costs 4% of the total price of your stay. This insurance is optional and must be purchased at the time of booking.**

Part of the amount paid (excluding booking fees and the cost of the insurance) will be refunded according to the conditions outlined above and detailed in the insurer's information document sent with your booking confirmation (downloadable from the website and in the online booking process).

In case of cancellation:

- Please notify the residence as soon as possible by email or mail;
- **If you have purchased insurance and your cancellation occurs less than 60 days before your scheduled arrival date**, you must also notify the insurer (Gritchen) of your cancellation, who will then process your claim.

## Interruption of stay:

An interrupted stay or a late arrival due to the customer will not give rise to any credit or refund, except in case of subscription to the cancellation insurance, according to the conditions of interruption available on our website.

## Cancellation due to the residence:

In case of cancellation due to the residence, except in case of force majeure, the stay will be refunded in full. Such cancellation shall not give rise to any payment of damages.

## **Right to retract**

Activities related to the organization and sale of stays or excursions on a specific date or during a specified period are not subject to the withdrawal period applicable to distance and off-premises sales, in accordance with the provisions of the article L221-28 of the Consumer Code.

## **Protection of personal data**

The service provider, editor of these, implements personal data processing which has the legal basis:

- its legitimate interest (prospecting, customer relationship management, organization, statistics);
- compliance with legal and regulatory obligations (invoicing, accounting, prevention of money laundering and terrorist financing and the fight against corruption).

The service provider only keeps the data for the duration necessary for the operations for which they were collected as well as in compliance with the regulations in force.

The data processed is intended for the service provider's authorized persons.

Under the conditions defined by the Data Protection Act and the European Data Protection Regulation (GDPR), individuals have a right of access to data concerning them, rectification, interrogation, limitation, portability, erasure.

The persons concerned by the processing implemented also have the right to object at any time, for reasons relating to their particular situation, to the processing of personal data having as a legal basis the legitimate interest of the service provider, as well as a right of opposition to commercial prospecting.

They also have the right to define general and specific directives defining the way in which they intend to exercise, after their death, the rights mentioned above, by e-mail to the address [info@residence-lagabiniere.com](mailto:info@residence-lagabiniere.com), or by postal mail accompanied by a copy of a signed identity document, to the following address: SAS ELC, 153 route de la Madrague – F-83400 HYERES.

The persons concerned have the right to lodge a complaint with the CNIL.

## **Opposition to cold calling**

In accordance with Article L. 223-2 of the Consumer Code, the customer has the right to register on a list of opposition to cold calling. To do this, simply register and report it on <https://www.bloctel.gouv.fr>.

## **Applicable law – Language**

These General Terms and Conditions of Sale (drafted in French) and the resulting operations are governed by and subject to French law. In the event that they are translated into one or more foreign languages, only the French text shall prevail in the event of a dispute.

## **Consumer mediation**

In the event of a dispute between the client and the company, they will endeavor to resolve it amicably (the client will send a written complaint to the professional or, where applicable, to the professional's Customer Relations Department).

In the absence of an amicable agreement or in the absence of a response from the professional within a reasonable period of one (1) month, the consumer client within the meaning of article L.133-4 of the Consumer Code has the possibility of enter free of charge, if a disagreement remains, the competent mediator registered on the list of mediators drawn up by the Commission for the evaluation and control of consumer mediation pursuant to article L.615-1 of the Consumer Code, to know:

### ***La Société Médiation Professionnelle***

24, rue Albert de Mun – F-33000 BORDEAUX

[www.mediateur-consommation-smp.fr](http://www.mediateur-consommation-smp.fr)

French law is the only applicable to this contract.

The manager also informs the customer of the measures taken to implement article 14 of regulation (EU) n° 524/2013 of the European Parliament and of the Council of 21 May 2013 relating to the online settlement of consumer disputes and amending the Regulation (EEC) No. 2006/2004 and Directive No. 2009/22/EC (Regulation on ODR).

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

**RESIDENCE DE VACANCES LA GABINIÈRE** – La Tour Fondue – F-83400 Hyères - Giens

Tél. : +33 (0)4 94 42 13 86 or +33 (0)4 94 58 22 86

Internet : [www.residence-lagabiniere.com](http://www.residence-lagabiniere.com) - E-mail : [info@residence-lagabiniere.com](mailto:info@residence-lagabiniere.com)