

## GENERAL SALES CONDITIONS

### To book your stay

Booking a stay with Capfun implies the acceptance of our general sales conditions and GDPR. The reservation is confirmed once you receive your password for your personal Clix account. Personal information such as first name, last name and the age of all guests must be reported at the latest upon arrival. For safety and health reasons, minors without adult supervision are not allowed on the campsite. Any modification, in your file or in the reservation, must be notified IN WRITING. Spanish law requires us to request and keep a copy of a valid identity document (passport or identity card) at our Spanish campsites. This document is requested when making your booking or on the day of arrival.

### Terms of payment

For bookings made at least 30 days before arrival, a deposit of 25% of the total amount for your stay and non-refundable booking fees must be paid. The price of the booking fees is between €10 and €30. The balance must be paid at least 30 days before arrival. For reservations made when the arrival date is in less than 30 days, the full amount must be paid at the time of booking. Any subsequent changes in the VAT rate, which occurred between the time when prices were determined and the billing of the stay will result in a corresponding change in the price including VAT. The cancellation guarantee is optional and payable at the same time as the down payment. The price of the cancellation guarantee depends on the booked campsite or residence.

**Our prices include :** Water and electricity (except for camping pitches and monthly rentals), access to the water park, necessary equipment for the number of persons in a mobile home or chalets (except additional persons), 1 car and access to free activities. A maximum of 6 people is allowed on our camping pitches.

**Our prices do not include :** Additional vehicles, persons, tents, pets, trailers and day visitors. Cancellation guarantee, booking fees and participation in tourist and waste tax. Sheets, towels and baby kits can be rented at the campsite.

### Deposit

Upon arrival at the campsite or residence you will be asked for a deposit. This will be done by pre-authorizing a credit card.

#### 1. Accommodation deposit :

When you leave, your accommodation or camping pitch must be in the same condition as it was at your arrival. If damage is found on or after your departure, you will be notified and the amount necessary for repairs will be deducted from the deposit.

#### 2. Cleaning deposit :

At the end of the stay, the accommodations must be left clean and tidy (cleaned, dishes done, blankets folded, garbage taken out). Should a problem arise with the accommodation you have rented, you must lodge an objection ON SITE. All complaints about the inventory, condition or contents of the rented accommodation must be made known within 24 hours. If this period has expired, complaints will no longer be processed and you will be held responsible for any damage or missing parts upon departure. If the accommodation is not cleaned, we reserve the right to charge cleaning costs and deduct them from the deposit. You can have the final cleaning done by the campsite. The costs for this depend on the type of accommodation, see the FAQ on our website. You will still need to empty the refrigerator, throw away any other food or products that you are not taking home and take out the trash. Some campsites also ask for a deposit for the (Top Presta) pitches or other things such as the barrier badge, the rental of a barbecue or bicycle, etc. Ask the campsite for more information.

#### 3. Our accommodations and services :

Taking into account the diversity of the accommodation range of Capfun, differences exist in the configuration, age and decoration of the

rentals. We remind to you that any request for a specific location is an additional service and does not constitute a contractual guarantee. In addition, any urgent work undertaken by the campsite or public authorities and that could inconvenience our customers on our campsites, cannot be held against us. Please note: before and after the summer period, some shops might be closed and some activities might be not available (inquire at the campsite).

### Arrivals and departures

The rented accommodations are available from 4 p.m. to 8 p.m. The departure takes place before 10 a.m. or 12 p.m., depending on the campsite or residence. The pitches are available from 2 p.m. and must be free before 12 p.m. Inform the campsite when you plan an early arrival or departure. The pitches and accommodations are assigned based on availability and the assigned place can change at any moment until arrival.

In case of a no show on the day of arrival and without notice 24 hours in advance, written or per telephone, Capfun reserves the right to re-let the accommodation again.

### After sales services

We cannot be held responsible for unforeseen events, cases of force majeure or climate catastrophes that would interrupt, stop or prevent the stay and the entertainment on the campsite. All complaints about the inventory, the state or the contents of the rented chalet or mobile home must be made within 24 hours ON SITE. When this deadline has expired, any complaints will not be considered and you will be held responsible on departure for any damages or missing parts. All other comments or complaints regarding your stay must be received within 10 days after the last day of your stay by registered letter at our headquarters. Our customer service will deal with your complaint within three months of receipt. If no satisfactory response has been received within 3 months, the customer can turn to the Médiateur du Tourisme et du Voyage, MEDICYS – 73 Bd de Clichy – 75009 PARIS – Phone number: 0033 (0)149701593 - [www.medicys.fr](http://www.medicys.fr)

**Jurisdiction clause:** The referral of a jurisdiction by one of the parties is done in accordance with the provisions of Articles 46 and 48 of the Code of Civil Procedure.

### COVID-19

In the event of full or partial closure of the establishment (due to a measure leading to a complete or partial ban on the reception of the public, insofar as the customer belongs to this category of public) decided by the authorities, and which are not attributable to the service provider, payments made by the customer will be refunded or converted into a voucher.

If you or one of the fellow travelers have COVID-19 on the dates of your holiday, you will receive a refund upon presentation of a medical certificate.

### Cancellation guarantee

If you purchase this insurance, you will be guaranteed: a refund for the amount paid, except for the booking fees and cancellation insurance. Refunded pro rata to the elapsed time of expected rental, except booking fees, cancellation insurance and cleaning expenses, if you must leave the rented accommodation before the planned date. The insurance only pays out in one of the following cases:

- Death of the insured. A disease that affects the insured and that was not known at the time of signing the rental agreement or an accident which occurs after the signing.
- Death, disease or accident which affects, under the same conditions, the partner of the insured, the fellow travelers designated by the insured, his ascendants and descendants or the ascendants and descendants of his partner.
- Death of siblings or son or daughter in law of the insured.

- An administrative summon, judiciary, military as well as a criminal jury trial.
- An impediment due to layoff, a transfer of the insured or his partner, or by bankruptcy of the company that is operated by the insured.

In the event of illness or accident the guarantee only pays out upon presentation of a medical certificate (dated less than one month before the arrival date).

The campsite must be notified IN WRITING for every cancellation. In order to use the cancellation insurance please inform the site about the motive of cancellation 24 hours before the day of arrival.

From the day of cancellation, you have ten days to send us proof (medical certificate, death certificate, employer's certificate) by registered letter.

By canceling the stay prior to arrival, an interruption of the stay, or a late arrival for whatever reason, sickness, accident or unexpected event, the campsite must charge the total amount of the reservation and no refund will be granted.

## Rules and regulations

Each campsite has its own rules and regulations that are displayed at the reception. As a client you must comply with these regulations. Please note: pets are prohibited on some of our campsites (they are banned everywhere around the pools, sanitary facilities and restaurants). If dogs are allowed, they must be kept on a lead at all times. Ask the campsite for more information. Vaccination records may be requested at any moment. Maximum 1 pet allowed per accommodation. Dogs in the first or second category are not allowed. Additional tents, vehicles or persons are not allowed without permission from the campsite. It is not allowed to charge electric or hybrid vehicles on our campsites. Due to safety and insurance reasons, the number of people staying in an accommodation may not exceed the maximum capacity of the accommodation (babies also count as a person). If the number of people exceeds the capacity, then the campsite has the right to refuse access to the accommodation. On some campsites barbecues are prohibited. Contact the campsite for more information. Any additional electrical equipment must be approved in advance by the campsite. Parents are responsible for their children on the campsite and the children must be supervised.

## The water park

Wearing a bathing suit is mandatory in the pools (clothes, all-covering swimsuits and swimming shorts are not allowed for hygienic reasons), as well as wearing the campsite bracelet. Because we want to be sure that you are aware of any possible dangers, we ask you on arrival to sign a statement that you consent to the water park rules. Because of rules regarding hygiene, young children are required to wear swimming diapers. It is mandatory for children who cannot swim to wear inflatable armbands. Some water slides have specific conditions of use; this is the case for the Space Bowl, Twister, Tsunami, Crazy Cone and Magic Cone. Contact the campsite for more information. For insurance reasons, day visitors are not allowed to access the water park. The campsite may occasionally have to close a water slide or swimming pool in case of unforeseen technical problems that could lead to problems with safety or hygiene. Access to the water park is strictly forbidden outside of opening hours.

## Rental insurance

The tenants are obliged to take out insurance with an insurance company against the risks associated with their stay, namely: theft, loss or damage to personal property, or damage that is caused to the rented accommodation and furniture or the campsite, whether done intentionally or through negligence, by the tenant or any companions. Guests must be able to provide proof of this insurance and produce this proof on demand. Personal items, luggage, furniture, securities and vehicles are not insured against theft, loss or damage from any cause. If a bike is rented or loaned, customers are required to take out an insurance against theft, loss or damage. A deposit will be requested for each bike.

## Withdrawal period

According to article L221-28 of the French consumer law, you do not have a right of withdrawal.

## Important note

No brochure or website can be free of any clerical or typographical errors. Our prices are subject to change depending on economic and commercial conditions. The price stated on the rental agreement is binding.



## PERSONAL DATA AND GENERAL DATA PROTECTION REGULATION

The protection of your personal data is important to us and we strictly respect the applicable legislation.

The company CAPFUN, the residences and campsites affiliated with Capfun are responsible for data processing and manage all information with the utmost care and confidentiality.

Our data protection officer can be contacted at [dpo@capfun.com](mailto:dpo@capfun.com). This e-mail address can be used for questions about data collection on [capfun.co.uk](http://capfun.co.uk) and all Capfun campsites.

### Which data is collected?

*On [capfun.co.uk](http://capfun.co.uk), by phone or on the website of the campsite:*

When you make a booking on [capfun.co.uk](http://capfun.co.uk), via our call center, on the website of a campsite or by telephone at a campsite, we collect the following personal data:

- First and last name (of the main booker and the fellow travelers)
- Date of birth (of the main booker and the fellow travelers)
- E-mail address (of the main booker)
- Address (of the main booker, optional)
- Telephone number (of the main booker)
- For Spanish campsites and in accordance with the legislation: proof of identity (passport or identity card)

*Satisfaction survey - we will send you a questionnaire after your stay*

The reviews of our guests are very important to us and allow us to improve. After your stay, we will therefore send you three requests by e-mail to answer a satisfaction questionnaire. If you fill out the survey, we will keep your review for 5 years. This review can be consulted by Capfun's customer service and management teams.

It is posted anonymously on our website and possibly on the campsite's website. Your e-mail address or your last name is not shown. When entering your review, you have the option to indicate that you do not want your review to appear on our website. In that case, your review will not be made public.

On your Clix account and in our systems, we store the history of your stays over the last 5 years and the satisfaction surveys you have completed following your holidays over the past 5 years.

*At [carriere.capfun.com](http://carriere.capfun.com) or when you sign up for one of our campsites or residences*

On our site [carriere.capfun.com](http://carriere.capfun.com) you can apply at one of our campsites, residences or at our head office. In this context, we collect the following information:

- First and last name
- Date of birth
- Address
- E-mail address
- Resumé
- Motivation letter

This information can be consulted by the campsite management teams and Capfun's HR department. The information will be deleted after 18 months.

### Information we do not store

All your payment details (credit card numbers) are not stored on our servers, but with our bank partner. Capfun employees do not have access to this information.

### Safety

Capfun has an appropriate policy and has taken the technical organizational measures to store and protect your personal data against unlawful or unauthorized access, accidental loss or destruction, damage, unauthorized use and unlawful disclosure.

In all cases, the user is advised that any data transmission over the Internet is not completely secure and as such is carried out at your own risk. While we do our best to protect your personal information, Capfun cannot guarantee the security of personal information transmitted through our website.

### Password policy

Because a password is sensitive information and no computer system is inviolable despite best efforts, we have chosen to generate a secure password for you when creating your Clix account. It will only be sent to you by email. Have you lost your password? We will create a new one for you (on this page:

<https://www.capfun.co.uk/clix/connexion.php>) and then send it to you by email. We do not want to store your self-created passwords on our servers. That way, potential hackers in an attack will not have access to a password that you may use elsewhere (email, facebook, etc).

### Information We Collect Automatically

When you browse the site [www.capfun.co.uk](http://www.capfun.co.uk), in strict accordance with current legislation and your rights, data related to your browsing and interactions with our website.

This information is collected using cookies or other similar technologies such as web beacons, pixels and mobile device identifiers.

### How we use this information

We use your data to manage your booking, to send you offers or to send you information about your upcoming or past stay. We may transfer your email address to our Verified Reviews partners and TrustPilot so that, if you wish to contribute, they can collect your feedback on your customer experience when using the [www.capfun.co.uk](http://www.capfun.co.uk) website.

Where permitted by law, we may share your email with social networks such as Facebook, Google or Instagram as part of our marketing promotion.

Your data will not be transferred outside the European Union. You can consult them at any time on your personal Clix account.

### How long do we keep your data

We do not store your data longer than is necessary to provide our services or within the legally prescribed limits. Your personal data will be deleted at the end of this period. We cannot delete your data in case of a legal retention obligation, for example if this is prescribed by accounting law or if there is a legal reason for keeping the data, for example an ongoing contractual relationship.

Data from customers who have been on holiday with Capfun or on a campsite purchased by Capfun are kept for ten years if there has been at least one stay with Capfun in the last five years. If you have not been a customer with us in the past five years, your data will be deleted.

We can delete your data at your request. Send an email to [dpo@capfun.com](mailto:dpo@capfun.com) or to our PO box address: Capfun, 73 Parc de l'Argile, 06130 Mouans Sartoux.

### Cookies on the Capfun website

We use cookies or other similar technologies, such as web beacons, pixels, and mobile device identifiers. We may also allow our business partners to use these tracking technologies on our website:

- Cookies related to identification in the personal Clix account
- Cookies in the "shopping cart"
- Cookies for analysis of audiences

Capfun.co.uk uses cookies to provide you with the best possible service. By continuing to browse the site, you accept its use to make you suitable offers.

### Why does Capfun use cookies?

Capfun uses cookies to offer you an optimal user experience and adapted to your personal preferences. By using cookies, Capfun ensures that you do not have to enter the same information while surfing the internet. Cookies are also used to optimize site performance. Capfun has taken all technical and organizational measures to protect your personal data and to protect you against possible loss of information or any form of unlawful processing.

### How can I disable cookies?

You can configure your internet browser to disable cookies. However, keep in mind that if you disable cookies, your username and passwords will no longer be stored on a website.

The configuration of each browser is different for the management of cookies and your choices. It is described in the help menu of your browser so that you will know how to change your cookie preferences.

You can also disable cookies by clicking here: [Disable cookies](#).

Or look at [https://www.capfun.co.uk/mentions\\_legales.html](https://www.capfun.co.uk/mentions_legales.html)

### What are your rights?

You have the right to delete or change your data at any time. Either on your Clix account, or by sending us an email at [dpo@capfun.com](mailto:dpo@capfun.com).



### **With regard to your personal data:**

- Correcting and removing this (right to be forgotten).
- The right to object to the processing of your data.
- The right to withdraw your consent or restrict the use of your information.

If you feel that your rights are not being respected, you can submit a complaint to our data protection officer (DPO): [dpo@capfun.com](mailto:dpo@capfun.com) or DPO CAPFUN, 73 Parc de l'Agile, 06130 Mouans Sartoux.

If, following your complaint to our DPO, you believe that your rights have still not been respected, you can lodge a complaint with the competent data protection authority, namely the CNIL: [www.cnil.fr](http://www.cnil.fr).

### **Image Rights**

The customer gives Capfun expressly and free of charge permission to photograph or film him during his stay and to use the photos, videos or sounds on any media for a period of five years. This authorization also applies to all persons staying with the customer. The goal is to promote Capfun.

If you do not want us to distribute your photos in any way, please let our campsite manager know upon your arrival. If, despite everything and unintentionally, a photo of you or one of your travel companions appears on one of our commercial media, a simple e-mail to [dpo@capfun.com](mailto:dpo@capfun.com) will suffice to have that photo or video removed.

### **Change of Legal Notices**

Capfun may change its legal notices at any time, in particular if the applicable legislation changes. Each change will be posted on the website or notified to you by email.

In accordance with Law 2014-344 of March 17, 2014, you can oppose recruitment by telephone by subscribing to the BLOCTEL list ([www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)).

#### **Accommodation Capfun**

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