



General Terms and conditions



1 – APPLICATION

These general terms and conditions automatically govern all sales of holidays made on the www.camping-ostrea.com website. They form an integral part of any contract concluded between the campsite and its customers.

Each customer acknowledges that he/she has read and understood these terms and conditions prior to booking a holiday, for him/herself and any person participating in the holiday.

In accordance with the law in force, these general terms and conditions are made available to all customers for information purposes prior to the conclusion of any contract for the sale of holidays. They may also be obtained on written request sent to the establishment's head office.

- **Camping pitch:** The basic package includes a pitch for a tent, caravan or camper van for 1 or 2 people, access to the sanitary facilities and to the campsite facilities.
- **Rental accommodation:** The basic package includes 2 to 10 places depending on the type of rental accommodation. Rental accommodation is fully equipped: furniture, crockery, pillows and duvet. As specified on our website, each accommodation or camping pitch is designed for a specific number of people. For safety and the maximum number of occupants may not be exceeded. Furthermore, a baby is considered to be a person in its own right. The OSTREA campsite reserves the right to refuse access to the campsite to groups or families arriving with a number of participants greater than the capacity of the rented accommodation. Sheets (duvet covers, pillowcases and fitted sheets) and towels are not provided. Sheet sets and bath towels can be hired for an additional charge subject to availability. Plans and photos of accommodation are for illustrative purposes only. The layout and characteristics of the rooms may vary from one model to another. Please refer to the written description of the accommodation available on our website.

2 – BOOKING CONDITIONS

All bookings are by name only and cannot be transferred. All bookings become effective after payment of the deposit and acceptance of the general terms and conditions of sale or validation of a rental contract. The rental will only become effective with our agreement and after receipt of the total amount of the stay and the booking fees. OSTREA campsite offers family holidays, in the traditional sense, and the accommodation is specially designed for this purpose. The campsite management reserves the right to refuse any booking which is contrary to this principle or which seeks to deviate from it. Minors must be accompanied by their parents or legal guardians.

Group bookings: any booking of more than 4 accommodations by the same individual or by different individuals who know each other and are travelling together for the same reasons on the same dates is considered to be a group. Our accommodation is exclusively for individuals. For all group reservation requests, you must contact us by telephone, e-mail or via our contact section. We reserve the right to examine the booking request before accepting or refusing it.

2.1 Price and payment

The price of the holiday is indicated in euros, including 10% VAT. Any subsequent change in the applicable VAT rate between the time when the prices were determined and the time when the holiday was invoiced will result in a reduction in the price of the holiday, and the invoicing of the holiday, will result in a corresponding change in the price including VAT, which the customer accepts unreservedly. Tourist tax is payable in addition and must be paid on arrival in accordance with the CDC ile d'Oléron price conditions for a 4* open-air hotel establishment.

OSTREA campsite uses dynamic pricing. As a result, prices may vary during the season, either upwards or downwards.

The rates published on our website www.camping-ostrea.com are the basic rates. They do not include optional services.

Promotions cannot be applied to bookings that have already been paid for in full or in part.

• **Campsite pitches:** Deposit of 30% of the total cost of the stay at the time of booking + €15 booking fee and cancellation insurance, if applicable. The must be paid at least 30 days before arrival.

• **Rental accommodation:** 30% deposit on booking + €15 booking fee and cancellation insurance, if applicable. **The balance must be paid no later than 30 days before** arrival.

For bookings made less than 30 days before the start of the holiday, the full amount must be paid on the day of booking. If full payment is not received 30 days before arrival, OSTREA Campsite reserves the right to consider the booking cancelled. Payments made will not be reimbursed.

Means of payment: CB, Visa, Eurocard, Mastercard, bank cheques, in euros, holiday cheques, ANCV connect or bank transfers.

2.2 Booking changes

No reductions will be made for late arrivals or early departures.

Customers may request a change to their stay (campsite, date and/or type of accommodation) by writing to the campsite (by post or e-mail), subject to availability. No postponements will be accepted for the following season. Customers should note that in the event of a change to their stay, they will not be able to benefit from any promotions subsequent to their initial booking, as the date of the first booking will be taken as the reference date. If no change is made, the customer must their stay under the initial booking conditions or cancel it in accordance with the cancellation insurance conditions.

• Any request to increase the length of your stay will be subject to availability and the current rates.

• Any request to reduce the length of your stay will be considered as a partial cancellation and will be subject to the cancellation and interruption of stay conditions.

In the absence of a message from you indicating a postponement of your arrival date, the accommodation may be available for sale again 24 hours after the arrival date mentioned on the contract, and you will consequently lose the benefit of your reservation.



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2.3 Cancellation

Cancellation and interruption of stay insurance is offered on an optional basis and is payable in addition to the rental price at the same time as the deposit. No refunds will be made without taking out cancellation insurance.

Any cancellation of a booking must be made in writing (by recorded delivery) or by e-mail to the OSTREA campsite.

If cancellation occurs :

- More than 30 days before the start of the holiday: the deposit will be retained as compensation.
- Less than 30 days before the start of the holiday: 100% of the cost of the holiday will be charged and no refund will be given, including any sums already paid.

In the event of cancellation by OSTREA, except in cases of force majeure, the stay will be fully refunded. However, this cancellation cannot give rise to the payment of damages.

2.4 Cancellation insurance

We advise you to take out cancellation insurance. This contract offers you a cancellation guarantee which enables you to obtain reimbursement of the sums paid in the event of cancellation of your holiday or early departure under certain conditions (illness, accident, etc.). Campez couvert insurance is offered by the campsite and can be taken out. The campsite will not reimburse you in the event of cancellation. A link to the general terms and conditions of CAMPEZ COUVERT cancellation insurance is available on our website.

2.5 Withdrawal

The legal provisions relating to the right of withdrawal in the event of distance selling, as set out in the Consumer Code, do not apply to tourist services (article L.121-20-4 of the Consumer Code). Therefore, for any order for a stay with the campsite, the customer has no right of withdrawal.

3 –HOW YOUR STAY WORKS

Arrival and departure on the day of your choice, except in July and August. The compulsory minimum length of stay varies according to the period and type of accommodation, details on our website.

We do not rent by the night, but from a minimum of 2 nights for rental accommodation..

3.1 Check-in

- **Campsite pitches:** arrivals take place from 3pm. Connection to the electricity terminals must be made using cables and plugs that comply with current legislation. Please allow a cable length of 25 metres and a European adapter. The campsite is unable to supply the above equipment. Any plot not vacated by 12.00 noon will be automatically billed for an extra night.
- **Rental accommodation:** arrivals are from 4pm. A security deposit will be required when the keys are handed over. The "PARKING" area of the rental accommodation is designed for All other vehicles must park outside the campsite. Late arrivals must be notified before 5 pm so that the campsite can make arrangements. It is the holidaymaker's responsibility to report any damage or malfunctions on the day of arrival. Any dissatisfaction concerning the general condition of the mobile home, including the state of cleanliness, must be reported within 24 hours of arrival in order to remedy the situation. No complaints will be accepted after this time. Any delay in the arrival time must be reported in order to ensure that the accommodation is kept. The manager reserves the right to dispose of if there is no news within 24 hours of the scheduled arrival date. Payments made will not be refunded.

Any change in the number of people that could lead to a variation in the amount of the fee must be notified on arrival (tourist tax, additional person in relation to the capacity of the accommodation, etc.). In the event of an inaccurate declaration by the customer, this contract will be terminated automatically and the sums paid will be retained by the owner.

The campsite reserves the right to refuse access to persons arriving with a number of participants greater than the package offered, the capacity of the accommodation rented and if the names do not correspond to the arrival date.

3.2 Pets

Pets are accepted (max. 2) on camping pitches and in some rental accommodation for a fee payable at the time of booking, with the exception of dogs in the 1st and 2nd category dogs. They must be kept on a lead at all times. They must not interfere with the peace and safety of residents and must observe basic rules of hygiene. Dogs are not allowed near swimming pools, in food shops or in sanitary buildings. Dog and cat vaccination records must be up to date.

3.3 Deposit

A deposit of between €250 and €500 is required on arrival to cover any damage to the accommodation. It will be returned and destroyed no later than 3 days after departure, following an inventory of fixtures by our cleaning team, less any compensation deducted for any damage caused, cleaning not carried out, unpaid services or loss of key. In the event of compensation should be retained on the tail, the campsite will notify the customer before collection. Under no circumstances will the mobile home key be issued without the deposit.

For camping pitches, a deposit will be required if equipment is loaned or hired.



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3.4 Check-out

- **Camping pitch:** departures are before noon. The plot must be left clean and without waste. All departures must be reported to the reception.
- **Rental accommodation:** On the day of departure indicated on your contract, the rental accommodation must be vacated before 10 am. The accommodation must be left in a clean and tidy condition, Any broken or damaged items will be charged to you, as will any repairs required.

The deposit will be returned to you no later than 3 days after deduction of any compensation deducted, on the basis of supporting invoices, for any damage noted in the departure inventory. Withholding the deposit does not exclude additional compensation if the costs exceed the amount of the deposit. If the accommodation has not been cleaned before your departure, you will be asked to pay a cleaning fee of at least €80. For any late departure, you may be charged for an extra day at the current nightly rate.

3.5 Internal regulations

As required by law, you must adhere to our house rules, which have been filed with the prefecture, are displayed at our reception and a copy will be given to you on request. The swimming pool's house rules must be respected by everyone staying at the campsite.

3.6 Image rights

During your stay, you may be photographed and appear in all our publications and in all types of media without any time limit. In the event of refusal, you must be registered letter before your arrival.

4- LIABILITY

4.1 Responsibility of the contractual customer

The contractual customer of the accommodation or pitch (name given on the booking form) undertakes to use, and to ensure that the persons accompanying him/her use, the park facilities and installations in accordance with their intended purpose and normal use. In particular, they undertake to leave their accommodation or pitch in good condition when they leave at the end of their stay. Any damage to the premises, loss or destruction of the furnishings in the mobile homes or public buildings in the park will automatically incur the liability of the person responsible. The contractual customer of accommodation or a pitch is considered to be personally liable for all damage, loss, deterioration, disturbance or nuisance caused by persons staying with him or visiting him. The contractual customer of the accommodation or pitch acknowledges having read the campsite rules and undertakes to respect them and to ensure that they are respected by

If a customer disturbs or causes a nuisance to other customers or affects the integrity of the shared facilities the campsite reserves the right to immediately terminate the customer's stay without payment of any compensation and without prejudice to any claims for compensation that the campsite or third parties may have against the customer. The same would apply if the campsite found that the accommodation was being used improperly (number of occupants greater than the authorised capacity of the accommodation). The customer certifies that that he/she has a civil liability policy with his/her insurer covering damage caused to the rented or entrusted property (provide certificate).

4.2 Responsibility of the campsite

Under no circumstances will the campsite be responsible for the safekeeping of personal belongings within the grounds of the park. The campsite cannot be held liable, beyond its legal responsibility, in the event of :

- theft, loss, damage or deterioration of personal belongings of any kind whatsoever, during or following a stay.
- breakdown or outage of technical equipment, breakdown or permanent or temporary closure of certain campsite facilities when these are beyond its control and linked to cases of force majeure.
- occasional measures taken by the campsite management to restrict access to certain facilities, including sanitary facilities and the swimming pool, when they are made necessary by to comply with safety standards or for periodic maintenance work.
- damage caused or suffered by customers' vehicles parked or travelling on the campsite premises, even if they have been expressly authorised to enter the campsite.
- changes to the entertainment programme or activities on offer.

In low season, and for reasons linked to visitor numbers, the campsite reserves the right to modify or cancel certain installations, facilities, services or activities planned. For all low season bookings, we advise you to contact the campsite to confirm these points.

4.3 Personal details

In accordance with the French Data Protection Act no. 78-17 of 6 January 1978, the customer is hereby informed that the nominative or personal data indicated as being collected in the context of the reservation are necessary for the execution of the reservation. The Customer has the right to access, rectify and oppose the transfer of this data to third parties. The Customer has a right of access, rectification and opposition to the transfer of this data to third parties, which may be exercised by writing to Campsite OSTREA, Route des Huitres, 17550 DOLUS D'OLÉRON



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5 – APPLICABLE LAW

5.1 Complaints

All complaints relating to the conditions under which the holiday is being run must be made to the Management on site to enable them to find an immediate solution.

5.2 Competent court

These general terms and conditions are governed by French law and any dispute relating to their application shall fall within the jurisdiction of the competent Tribunal de Grande Instance or Tribunal de Commerce.

5.3 Consumer mediation

In the event of a dispute, and in the absence of an amicable agreement or a response from the Manager, the Tenant may have recourse free of charge to a consumer ombudsman.

The contact details of the consumer ombudsman that the customer may contact are as follows:

CM2C – 14 RUE ST JEAN 75017 PARIS – 01 89 47 00 14- <https://cm2c.net>