

GENERAL CONDITIONS OF SALE

1- BOOKING CONDITIONS

- The reservation of a rental accommodation becomes effective only with our agreement (after checking availability, etc.) and following receipt of a 30% deposit of the total amount of the stay plus the booking fees, which is neither deductible from the invoice nor refundable in the event of cancellation, as well as by the cancellation insurance fee, if this is taken out.
- The balance for the stay must be paid no later than 30 days before arrival.
- Bookings for rental accommodation made less than 30 days before arrival: the amount for the entire stay will be required when booking by credit card.
- Where full payment is not made 30 days before arrival, the establishment reserves the right to consider that the booking is cancelled. The sums paid as a deposit will be retained by the establishment.
- Payment methods: payment may be made by credit card, holiday vouchers, e-ANCV, bank check payable to SAS Gersenré Whaka Lodge (not accepted less than 30 days before arrival) or bank transfer (RIB: FR76 1690 6001 7187 0328 5899 481- BIC: AGRIFRPP869).
- Rates include all taxes with a VAT rate of 10% applicable on the day the rates were determined. Any subsequent change to the applicable VAT rate occurring between the time the rates were determined and the invoice for the stay will result in a corresponding change to the price including taxes, which the client accepts unreservedly.
- Bookings are made in a personal capacity; subletting accommodation or transferring the pitch to a third party is forbidden.
- Minors must be accompanied by their parents or legal guardians. The establishment reserves the right to cancel any confirmed booking if minors are not accompanied by their parents or legal guardians without refunding any sums already paid.
- Special requests: you are free to request a specific camping pitch when making your booking. We will do our utmost to accommodate your request although we are unable to guarantee a specific pitch. You will only receive the pitch number and map of the establishment on arrival.
- The plans and photos in our advertising material are not contractual.

2- INFORMATION AND RATES

- All our rates are based on 1 or 2 persons. For each additional person, an extra charge of 16€ is applied.
- Additional people: for compliance and safety reasons, the stated number of people may not be exceeded. **A baby counts as one person.** If the number of people exceeds the maximum capacity of the accommodation, the management reserves the right to refuse access to the establishment, and the sums paid will not be refunded.
- The tourist tax: (*taxe de séjour*) is € 0.50 per day per person. The tax is collected on behalf of the *Communauté de Communes* and is payable with the balance of your stay. The amounts collected, per day and per person over 18, are provisional. If the cost of the tax were to be increased, the additional amount would then be requested from the client.
- Animal: animals are accepted for a fee of 15€/night and only in some of our accommodations: Colvert cottages, Coco Sweet, Tipi Heureux, Tente Lodge Safari, Ecolodge Mojito, Premium Family Cottage, Glamping Dreamlodge. Only one animal is allowed per unit and it must be declared at the time of booking; the vaccination record must be presented on-site. First and second category dogs are not admitted. We do not accept any animal in the accommodations not specified in this paragraph and this because of their size or their arrangement.
- Additional supplements: the rates agreed on when booking do not include paid-for services such as laundry, hiring bed linen and associated on-site costs.
- Baby equipment: on reservation and subject to availability: free provision of baby bed and high chair.
- Calculating special promotions: when two special promotions can be combined, the second promotion is calculated on the price that has already been discounted.

- Cooling-off period: Whaka Lodge would like to remind you that under Article L. 221-8 of the Consumer Code, the cooling-off period does not apply to the following services: accommodation, transport, catering and leisure activities provided on a specific date or according to a determined periodicity. You will be given a summary of your stay during any booking made by telephone or on our website before any final payment, meaning that no booking may be subject to a cooling-off period.

3- YOUR STAY

- **Wearing a bracelet is compulsory**, especially for access to the swimming pool and lake.
- **Swimming shorts are not allowed in the swimming pool** but are permitted in the lake.
- Charcoal and electric barbecues are prohibited. **Only gas barbecues are allowed.**
- Clients must check they have taken out multi-risk and civil liability insurance.
- In the event of late arrival at or early departure from a campsite pitch or rental accommodation, no reduction will be granted; your stay will be invoiced until the end of the contractual date.
- **Children are the responsibility of their parents** or legal guardians and must therefore remain under their supervision throughout the stay, including in the playgrounds.
- Late or delayed arrival: the establishment must be notified of any delay to your arrival so we can keep your rental or pitch for you. We reserve the right to dispose of the pitch if we have received no news 24 hours after the scheduled date. Payments made will not be refunded.
- **All of our rental accommodation is non-smoking.** The sanitary facilities and common areas are non-smoking. Cigarette butts must not be thrown on the ground.
- Our bookings are made per night (subject to a minimum of two consecutive nights). Whaka Lodge reserves the right to interrupt or modify these restrictions at any time or limit their application by including or excluding dates or categories.
- Rentals are available on **the day of arrival from 4 p.m.** until 7 p.m.; they must be **vacated before 10 a.m.** For a **short weekend stay**, your accommodation is at your disposal **from Friday at 2 p.m. until Sunday at 4 p.m.**
- Erecting an awning is **not** authorised on the plot.
- Whaka Lodge is a pedestrian domain, the vehicles must imperatively be parked on the parking lot which will be indicated to you at the reception
- Each rental contains all kitchen equipment and tableware as well as bedding, pillows, blankets and duvets. The equipment in each accommodation is subject to an inventory, which clients are required to check on arrival and report any anomaly within a maximum of 24 hours. If you want more dishes or utensils, the reception will be happy to lend you some during your stay.
- Rental insurance: clients must check with their insurance company that their home insurance policy and terms of their guarantee extend to holiday rentals. If this is not the case, tenants are required to insure against the risks associated with their activity, namely: theft, loss, damage to personal effects (suitcases, personal items, items of value, furniture, vehicles, bicycles, etc.). Clients must also take out insurance for any damage caused to the rental accommodation or the establishment by themselves or the persons accompanying them. Clients will be required to prove their insurance on request. When renting or borrowing bicycles or other leisure equipment, clients are required to ensure they have theft, loss or damage insurance.
- Image rights: you expressly authorise the establishment to use, without compensation, on any communication medium, the photos and videos of you or your children that may be taken during your stay for the advertising requirements of the establishment. The re-use of photos, videos and other visuals, for any personal or other use, is prohibited.
- Clients undertake to use the rented accommodation without damaging it or disturbing the peace and quiet of their neighbours, and will be required to comply with the provisions of the internal regulations attached to the booking agreement. A formal notice will be issued, which may result in the immediate termination of the rental without compensation if it is not respected, in the event of:
 - Disturbance (noise, etc.) or damage to the integrity of the facilities
 - Failure to observe the conditions for accepting pets
 - More occupants than the advertised capacity (an additional person or animal that has not been declared).

- **Disputes:** In the event of a dispute during your stay, please contact the reception of the establishment in the first instance. If this first contact does not prove satisfactory, please send a letter for the attention of the management to Whaka Lodge – Route du Lac – 32260 Seissan or by email to bonjour@whakalodge.com within a fortnight of the end of your stay (your request will not be considered after this period). You must include the subject of your request, contact details, reference number and any supporting documents. We are committed to replying within one month of receiving your request. In accordance with the European Directive, you can use the SOCIETE DE LA MEDIATION PROFESSIONNELLE mediation service, which we report to electronically: <https://www.mediateur-consommation-smp.fr/> or by post: Société de la médiation professionnelle – 24 Rue Albert de Mun – 33000 Bordeaux.

4- CANCELLATIONS

- **Special covid-19:** cancellation and full refund (excluding administrative fees) up to D-1 in the following cases:
 - Impossibility of going to the vacation spot due to confinement, travel ban or border closure
 - Closure of the campsite following a decision taken by the competent government authorities (sanitary conditions, confinement, prohibition to rent, etc.)
- **General cancellation conditions:**
 - Free cancellation and refund (excluding administrative fees) **until 60 days before scheduled arrival**
 - Cancellation between 60 and 30 days before the arrival date: no refund of deposit.
 - Cancellation under 30 days before the arrival date: No refund of deposit; total amount of the stay is due.
- **Cancellation insurance:** to get ready for your holidays with complete peace of mind, we suggest you take out a holiday cancellation and interruption policy through our partner Gritchen Affinity. This insurance allows you to cancel your stay free of charge when you are unable to travel for reasons of illness (including Covid-19), death, loss of employment and pregnancy complications, always provided you submit supporting documents.

The cost of the policy, equal to **5%** of the cost of the accommodation (rental or camping pitch with additional people), is payable in full and only when making your booking.

If no cancellation insurance is taken out, no refund will be possible for cancellations less than 60 days before the arrival date for any reason whatsoever.

The events covered are those provided for in the general cancellation insurance conditions available on request from the bookings department.

In the event of opening a claim, you are required to notify us of your cancellation and contact Gritchen Affinity. You must follow the procedure stated in the general insurance cancellation conditions within 10 days of the claim arising and provide Gritchen Affinity with the necessary information along with supporting documents.

INTERNAL REGULATIONS

1. Admission and conditions of your stay

To be allowed to enter, set up or stay on a campsite, you must have been authorised by the manager or his/her representative. He/she is obliged to ensure the good order and proper maintenance of the campsite as well as compliance with the application of these internal regulations.

Staying on the campsite implies acceptance of the provisions of these regulations and the commitment to comply with them.

No one can elect domicile on the site.

2. Police formalities

Minors unaccompanied by their parents will only be admitted with their written permission.

Under Article R. 611-35 of the Code of Entry and Residence of Foreigners and the Right of Asylum, the manager is required to have clients of foreign nationality complete and sign an individual police form on arrival. This must state the following in particular:

1. Family name and first names;
 2. Date and place of birth;
 3. Nationality;
 4. Usual domicile.
- Children under the age of 15 may be included on one of the parent's forms.

3. Setting up

Outdoor accommodation and related equipment must be set up on the stated pitch under the instructions given by the manager or his/her representative.

Sheets (a complete set) are compulsory in rental accommodation. Linen may be hired at reception.

4. Reception

Open from **8:30 a.m. to 12:30 p.m. and from 3:00 p.m. to 7:30 p.m.**

You will find all the information about the services available on the campsite at the reception desk together with information about where to buy supplies, sports facilities, tourist attractions in the surrounding area and various addresses that may prove useful.

A system for collecting and processing complaints is available for clients.

5. Arrival and departure times

Rentals are available on **the day of arrival from 4 p.m.** until 7 p.m.; they must be **vacated before 10 a.m.** For a **short weekend stay**, your accommodation is at your disposal **from Friday at 2 p.m. until Sunday at 4 p.m.**

6. Pets

Animals are accepted for a fee of 15€/night and only in some of our accommodations: Colvert cottages, Coco Sweet, Tipi Heureux, Tente Lodge Safari, Ecolodge Mojito, Premium Family Cottage, Glamping Dreamlodge. Only one animal is allowed per unit and it must be declared at the time of booking; the vaccination record must be presented on-site. First and second category dogs are not admitted. We do not accept any animal in the accommodations not specified in this paragraph and this because of their size or their arrangement.

7. Number of people

For compliance and safety reasons, the number of people indicated cannot be exceeded; **a baby counts as one person.** If the number of people exceeds the maximum capacity of the accommodation, management reserves the right to refuse access to the establishment.

8. Bathing

In the swimming pool: for reasons of comfort, hygiene and safety, **men, children and infants must wear swimming trunks.** Women may wear a one-piece or two-piece swimsuit. Boardshorts, Bermuda shorts, boxer shorts, burkinis or any other long items of clothing are strictly prohibited in the swimming pool. Anyone not wearing a swimmer's outfit that complies with these regulations will be banned from entering the swimming pool. Any person who does not have a swimmer's outfit in conformity with this regulation will be forbidden access to the pool.

In the lake: swimming is permitted in the main lake. Access is via the beach; swimmers must remain inside the marked-off bathing area. Swimming in the lake is strictly prohibited for any person not staying on the campsite.

Swimming is not supervised.

9. Bracelets

Bracelets must be worn to ensure your safety and to prevent unauthorised access.

10. Notices

These internal regulations are posted at the entrance to the campsite and at reception. They are attached to the booking agreement.

Clients are notified about the prices of the different services under the conditions set by order of the minister with responsibility for consumer policy and are available for consultation at reception.

11. Terms of departure

Clients are invited to inform reception of their departure a day in advance. Clients intending to leave before reception opens must pay for their stay the day before.

12. Noise and silence

Clients are asked to avoid any noise and loud talking that could disturb their neighbours.

Audio devices should be adjusted accordingly. Clients should be as discreet as possible when closing car doors and boots.

Total silence must be respected between 11 p.m. and 8 a.m. on camping pitches and rentals.

The manager ensures the peace and quiet of his/her clients by setting the hours during which silence must be total.

13. Non-smoking areas

All of our rental accommodation is non-smoking. The sanitary facilities and common areas are non-smoking. Cigarette butts must not be thrown on the ground.

14. Visitors

Following authorisation granted by the manager or his/her representative, visitors may be admitted to the campsite under the responsibility of the campers who receive them.

Clients may receive one or more visitors at reception. The services and facilities of the campgrounds are accessible to visitors. However, the use of these facilities may be charged at a rate that must be displayed at the entrance to the campsite and at reception.

Visitors' cars are prohibited in the campsite.

15. Driving and parking

Vehicles must drive at a reduced speed inside the campsite.

Traffic is authorised **from 8 a.m. to 10 p.m.** Outside these hours, you are kindly requested to leave your vehicle in the central car park.

Only vehicles belonging to campers staying on the site may circulate in the campsite. Parking is strictly prohibited on the pitches usually occupied by accommodation unless a parking space has been provided for this purpose. Parking must not obstruct traffic or prevent new arrivals from setting up.

16. Maintenance and appearance of facilities

- Everyone is required to refrain from any action that might undermine the cleanliness, hygiene and appearance of the campsite and its facilities, particularly the sanitary facilities.
- It is forbidden to throw wastewater on the ground or in the gutters.
- Clients must empty wastewater in the facilities provided for this purpose.
- Household garbage, waste of all kinds, and paper must be sorted and placed in the containers provided for this purpose, located in the central parking lot of the campsite.