

# GENERAL TERMS AND CONDITIONS OF SALE – CLICO CHIC

## Booking your stay

Registering for one of our stays implies acceptance of our general conditions of sale, the GDPR, and the internal regulations of the holiday park or residence concerned. The reservation is confirmed upon receipt by email of the connection details for your Clix or customer account (excluding our partner holiday parks). The names, first names, and ages of all participants (including newborns) must be communicated no later than their arrival. For obvious safety reasons (swimming pool, possible evacuation of the holiday park, etc.) or health reasons, minors not accompanied by an adult will not be admitted. Reservations for student integration weekends or groups are not permitted. Any modification of the file or reservation must be notified in writing. Subletting is prohibited, and people who book through this method will be refused entry to the holiday park and any accommodation.

**Withdrawal period** In accordance with Article L221-28 of the Consumer Code, you do not have a right of withdrawal. Important Note No brochure or website can be immune to possible "misprints", omissions, or printing errors.

## Payment terms

For reservations made more than 30 days before the start of the stay, a deposit of 25% of the total amount must be paid, as well as administration fees (non-refundable). The administration fee is €27 for stays of 5 nights or more and €11 for stays of 1 to 4 nights. The remaining balance due for your stay must be paid 30 days before your arrival date. Failing this, and after a reminder by email or telephone, the stay will be cancelled. For reservations made less than 30 days before the start of the stay, full payment for the stay must be made at the time of booking by debit or credit card.

Any subsequent change in the applicable VAT rate, or tourist tax, occurring between the time the rates were determined and the invoicing of the stay will result in a corresponding change in the price, including tax. The cancellation guarantee is optional and payable in addition to the rental at the same time as the deposit.

**Cancellation guarantee:** *3% of the net price of accommodation with a minimum of €9 (1 to 4 nights) and €22 (5 nights or more).*

## Rates

**Our prices include** access to all holiday equipment, entertainment, the water park, water consumption, electricity (except in caravan camping and monthly rentals), the necessary equipment for the number of people corresponding to the category of accommodation chosen (excluding additional people), space for one vehicle per rental, and access to non-payable activities. For reservations on a camping pitch, a maximum of six people are accepted.

**Our prices do not include** an additional car, an additional tent, an additional person, animals, a trailer, a daily visitor, the cancellation guarantee, the administrative costs, and the contributions to the tourist tax and household waste. Bed linen, towels, and a baby kit are available for hire on site. Book and pay, in addition for any cleaning costs that will be carried out by us, variable rates apply according to type of accommodation (ask the holiday park for information). In addition, our prices are subject to change depending on economic and commercial conditions.

The promotional offers offered after the date of the reservation are not retroactive, and no refund of the price difference can be made.

Our holiday parks do not have VACAF certification.

## Let us know

Should you find an issue with your rented accommodation, file a complaint with reception within 24 hours (for example, concerning the utensils available, the condition, or the cleanliness of the accommodation). We will then do our best to correct this mishap as quickly as possible. After this period, no complaints will be taken into account, and you may be held responsible, upon departure, for any damage or missing items, which we don't want to happen.

## Security deposits

You will be asked to pre-authorise the debit of €1 from your bank card before your stay (via your Clix account or on the day of your arrival).

1. Accommodation deposit: Rented accommodation and pitches must be returned in the condition in which you found them. In the event of noticeable damage (breakage, missing items, deterioration), we will inform you and then debit the sums necessary to repair the rental.

2. Cleaning Deposit/End-of-stay Cleaning: The accommodation must be left clean upon departure (floors cleaned, dishes washed, blankets folded and put away, trash cans emptied, cupboards cleaned, kitchen and bathrooms/toilets cleaned). If you notice any anomalies in the condition of your rental upon arrival, you must inform the holiday park (or residence) reception within 24 hours, who will be able to correct the situation as quickly as possible. Without raising an issue at this time, it will be very difficult for us to respond favourably to your complaint.

If the accommodation is not returned clean at the end of your stay, we reserve the right to charge you for the costs of our end-of-stay cleaning service and to deduct them from your deposit after notifying you.

The deposit rates charged are as follows depending on the category of accommodation:

**€120 Deposit:** classic rental (Chalet 2 bedrooms, Moon, Mini-Habana, Habana, Kalliopée, Tent (shed/comfort/safari), Sun, Studio, etc.)

**€160 Deposit:** Chalet 3 bedrooms -Resort - Kids 5 - Lodge - Bart - Callisto - Thalia – Resort Bay - Caribou - 2-room apartment

**€195 Deposit:** Kids 7 - Marjolaine 4 and Marjolaine 6 - Rose 4 and Rose 6 - Family (1 bathroom 4 bedrooms) - Farés - Amnésia 6 and Amnesia 8 (includes MH and Cabane) - Falabraque 6 and Falabraque 8 (includes MH and Cabane ) - 3 room apartment/ Gite (below 646 sq.ft.)

**€230 Deposit:** Super Family (2 bathrooms 4 bedrooms)

**€290 Deposit:** Tribu/Kids Tribu

**€325 Deposit:** Villa Tribu - House/Villa/Apartment/ Gite from 646 sq. ft.

**€390 Deposit:** House/Villa/Apartment from 1615 sq. ft.

You have the option of purchasing an end-of-stay cleaning service. This package is invoiced according to the category of your accommodation and the rates can be consulted at the reception or in the FAQ section of our website. This service, out of respect for our maintenance teams, does not exempt you from leaving the accommodation in a minimum state of cleanliness (emptied bins, washed dishes, folded blankets, cleaned rubbish).

3. Other cases of guarantees:

A deposit may be required for Top Presta pitch rental on some holiday parks, barbecue rental, bike rental, the provision of badges for the barrier or any other special service.

## Our accommodations and services

Given the diversity of the range offered by Clico Chic, there are some differences in terms of the configuration, age, and decoration of the rentals we offer. We also remind you that any request for guidance or special situation constitutes an additional service. When you make your reservation, you can specify a location that meets your expectations, and we will really do our best to satisfy your needs. However, this does not constitute a contractual guarantee.

Emergency work undertaken by the holiday park, by the public authorities, or by a nearby individual that could inconvenience our customers on our pitches cannot be attributed to us.

Please be aware, certain businesses, services and activities may be closed at the start or the end of the season (inquire).

The holiday park may be forced to occasionally close a play area in the event of a technical problem deemed to result in a lack of safety for guests.

## Arrivals and departures

Arrivals are possible from 4 p.m. until 8 p.m. Departures are before 11am. Camping pitches are available from 2 p.m. and must be vacated before 12 p.m. For a late arrival or an early departure, please notify the holiday park. Pitches and mobile homes are allocated according to availability and can be modified at any time before the reception of the keys.

**If you do not show up on the scheduled arrival day and fail to notify our team 24 hours before the arrival date, then Clico Chic reserves the right to put the accommodation back on sale.**

Any departure after 2 p.m. will be charged for 1 additional night according to the current rate.

## After-sales service

We cannot be held responsible for fortuitous events, force majeure, climatic events, legal or administrative decisions, which would disrupt, interrupt or prevent the stay, cancel / modify the entertainment or remove certain activities or installations.

Any complaint concerning a stay must be addressed to us, within 10 days after the end of your stay, in the satisfaction questionnaire which is sent to you automatically by email on the Monday following the end of your stay.

Our Customer Service will do everything possible to process your complaint within 3 months and will reply via your Clix account (except with partner holiday parks). The response to your satisfaction survey will be available in your Clix account even if you do not receive the email.

For any complaint must be made by registered letter, within 10 days of the end of the stay.

After contacting Customer Service by registered post with acknowledgment of receipt and failing a satisfactory response within 3 months, the customer can contact the mediator on which the holiday park depends:

- SAS MEDIATION – 222 Chemin de la Bergerie – 01800 St Jean de Niois – 04.82.53.93.06 [www.sasmediationsolution-conso.fr](http://www.sasmediationsolution-conso.fr)
- BAYONNE MEDIATION - 32 Rue Hameau - 64200 BIARRITZ - 06 79 59 83 378 - [www.bayonne-mediation.com](http://www.bayonne-mediation.com)

The referral to a court by one or another of the parties is done in compliance with the provisions of Articles 46 and 48 of the Code of Civil Procedure.

## Change of stay

Any change of **destination** is possible up to 14 days before arrival and must be confirmed in writing/email at the campsite. The 1st change is free. From the 2nd change, a reservation change fee of €27 will be applied and non-refundable.

## Cancellation of stay

In the event of a cancellation of stay before arrival, interruption of stay or postponed arrival due to whichever cause, illness, accident or unforeseen event, the occupant will be required to pay the balance of the reservation and no refunds will be granted. On the other hand, if you opt for the Cancellation Guarantee, you are guaranteed:

- A total refund of sums paid, excluding administration fees and Cancellation Guarantee.
- Refund pro rata temporis of the scheduled rental, excluding Administrative Fees, Cancellation Guarantee and Cleaning Fees, if you have to leave the rented accommodation before the scheduled departure date.

The guarantee applies if the impediment concerns the client, his spouse, the persons included in the rental contract, his ascendants or descendants or those of his spouse, and is due to one of the following causes only:

- Death, an illness not known at the time of reservation of the stay or a bodily accident occurring after this reservation;
- The death that may occur to the client's brothers, sisters, sons-in-law or daughters-in-law.
- An administrative, judicial, military or jury summons.
- The impediment justified by a dismissal, a transfer of the client or his spouse or by the bankruptcy of the company of which the client is manager.
- The guarantee, in the event of illness or bodily injury, must, to be effective, be justified by a medical prescription dated less than one month before the date of arrival.

Any cancellation MUST be notified in writing to the manager of the holiday park of your stay.

To benefit from the cancellation guarantee, you must inform the holiday park of the reason for the cancellation 24 hours before your arrival.

You have 10 days from the date of cancellation to send us an authentic supporting document (medical, death or employer's certificate).

## Internal Regulations

Each holiday park has internal regulations displayed at reception. As a guest of the holiday park, this is binding on you. In the event that a client disrupts the stay of other holidaymakers, in the event of an act of physical or verbal violence, or of a threat towards our staff or our clients, any attitude endangering the safety of people and/or property will result in its immediate expulsion.

- **Animals :** Animals are prohibited on some of our campsites (they are prohibited around swimming pools, sanitary facilities and catering points). Inquire before your arrival.  
When permitted, they must be kept on a leash at all times. You may be asked for your vaccination record at any time. Only 2 animal maximum are allowed per accommodation or location. 1st and 2nd category dogs are prohibited in France.  
The legislation in force being different according to the country : please inquire directly with the campsite.
- No installation (tent), vehicle, or additional person is accepted on the rental site without the agreement of the holiday park. It is prohibited to recharge the battery of an electric or hybrid vehicle by plugging it into an accommodation's electrical outlet.
- For security and insurance reasons, the number of occupants cannot exceed the capacity provided by the type of accommodation (including newborns). Otherwise, upon arrival, the holiday park reserves the right to refuse access to accommodation. On certain campsites, barbecues may be prohibited (check with the holiday park). Any additional electrical equipment must be validated before arrival with the campsite manager.

Throughout the holiday park, children are under the responsibility and supervision of their parents or carers.

### \* **Electric vehicles:**

Following several serious accidents caused by the illegal charging of electric vehicles on campsite sockets, we remind you that our accommodation is not suitable for charging an electric or hybrid vehicle.

It may :

- Cause damage to the vehicle,
- Cause serious accidents in the mobile home (explosion, fire, short circuits),
- Produce significant damage to the campsite's electrical network

Our insurance does not cover any damage caused by the loading of a vehicle.

The entire loss is the total and exclusive responsibility of the vehicle owner.

For these reasons and for your safety, it is strictly prohibited to recharge the battery of an electric or hybrid vehicle by plugging into an accommodation's electrical outlet.

In the event of an infringement, we bill and debit an amount of €100 from your credit card.

## The Waterpark

In the swimming pools, wearing swimming trunks is compulsory as well as wearing a bracelet.

For reasons of hygiene and safety, the following items are PROHIBITED in swimming pools and slides : long clothes, shorts, underpants, wetsuits, skirts, bermudas, full-length swimsuits, uv shirts, etc.;

Anti-UV tee-shirts are ONLY authorized for children under 8 years old.

We remind you that swimming pools and slides can be dangerous. The customer's responsibility will be engaged in the event of non-compliance with the rules for the use of the slides or the swimming pool regulations. A waiver will be issued and must be signed by the customer upon arrival. Young children must wear nappies designed specifically for swimming in order to comply with hygiene standards.

Children who cannot swim must wear armbands. Children must be accompanied by an adult.

Some slides have specific conditions of use (size, age); this is particularly the case for Spacebowl, Tsunami, Racer, Twister, Rafter, Crazy Cone, Firebowl, and Magic Cone. Inquire at the reception of the holiday park.

Daily visitors do not have access to the aquatic areas for insurance reasons.

The holiday park may have to close a slide or a swimming pool from time to time in the event of unforeseen technical problems, which may lead to a lack of safety or hygiene.

Access to aquatic areas is strictly prohibited outside of opening and closing hours.

## Insurance

Clico Chic declines all responsibility in the event of theft, fire, natural events, natural disasters, cases of force majeure, power cuts from the electricity supplier and in the event of any incident under the customer's responsibility, and will not bear the cost of the damage. It is the customer's responsibility to take out insurance covering the consequences of his civil liability, damage to these personal effects while on holiday, and their rental liability as occupants (rental risks).

The customer must therefore check with his insurance company that he has such guarantees under his home insurance contract and his guarantee conditions (capital subscribed and extent of the guarantee). If this is not the case, the occupant is required to take out insurance against the risks inherent in his occupation. Namely: accident, theft, loss, damage to personal effects (suitcases, objects, furniture, valuables, vehicles, bicycles, civil liability, etc.). He must also take out insurance for any damage he may cause to the rented accommodation or the holiday park by himself or his companions (rental risk insurance). Customers must provide proof of their insurance at the first requisition.

As part of the rental or loan of bicycles and/or barbecues, customers are required to take out insurance against theft, loss, or damage. In the case of theft of bicycles or any other personal item, the campsite insurance will not work. We therefore advise you to carefully check the holiday extension of your home insurance.

Only the rental contract confirming the reservation takes the place of the contractual document. We are not immune to a gross error beyond our control.

# Personal data and GDPR regulations

We attach great importance to the protection of your personal data and take care to scrupulously respect the regulations in force.

Clico Chic are responsible for data processing and manage all information with the utmost confidentiality.

We have appointed a data protection officer. His email is [dpo@clicochic.com](mailto:dpo@clicochic.com). He will answer any questions without undue delay. This service is shared amongst [www.clicochic.com](http://www.clicochic.com) and all Clico Chic holiday parks.

## What data is collected?

Through [www.clicochic.com](http://www.clicochic.com), by phone or on a holiday park's website:

When you make a reservation through [www.clicochic.com](http://www.clicochic.com), with our call center, on the direct website of a holiday park, or by telephone with a holiday park, we collect the following personal data:

- Surname and first name (of the author of the reservation and of the accompanying persons)
- Date of birth (of the author of the reservation and accompanying persons)
- E-mail (from the author of the reservation only)
- Postal address (optional) (of the author of the reservation only)
- Telephone number (of the author of the reservation only)

The opinions of our customers are essential and allow us to improve our service.

Following your stay, we send you three emails asking you to answer a satisfaction questionnaire. If you respond, we will keep your feedback on your stay for 5 years. This notice is available for consultation by contacting Clico Chic's customer service and management teams.

On your Clix account and in our systems, we store the following data:

- The history of your stays over the last 5 years
- Satisfaction surveys to which you have responded following your vacation over the last 5 years

Information not stored:

Any payment information (credit card numbers) is not stored on our servers. This is only stored with a banking partner without Clico Chic teams having access to it.

## Security

Clico Chic has appropriate policies and technical organizational measures to safeguard and protect your personal data against illegal or unauthorized access, accidental loss or destruction, damage, unlawful use and unauthorized disclosure.

In any case, the user is informed that any transmission of data over the Internet is not completely secure and as such is carried out at his own risk. Although we will do our best to protect your personal data, CLICO CHIC cannot guarantee the security of personal data transmitted through our website.

## Password Policy

Because a password is sensitive, and no computer system is inviolable despite our efforts, we have chosen to generate a secure password for you when creating your Clix account.

Thus, in the event of hacking of our machines, our attackers will not be able to hack your other personal accounts. (Messenger, Facebook, etc.)

## Information We Collect Automatically

At the time of your navigation via the site [www.clicochic.com](http://www.clicochic.com), in strict compliance with the legislation in force and your rights, data relating to your navigation and your interactions with our website.

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

## How we use your data

We use your data to manage your reservation, to send you promotional offers or to send you information about your upcoming or past stay.

We are likely to transfer your email address to our partners Avis Vérifiés and TrustPilot so that they can collect, if you wish, your opinion on your customer experience when using the site [www.clicochic.com](http://www.clicochic.com)

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 is not transferred outside the European Union and you can consult it on your personal Clix account at any time.

## How long do we keep your data

We will only keep your data for the time necessary to perform our services or within the limits prescribed by law. At the end of this period, your personal data will be deleted. We are unable to delete your data in the event of a legal retention obligation, for example if it is prescribed by accounting law or when there is a legal reason to retain the data, an ongoing contractual relationship for example.

Data relating to customers who have taken vacations with CLICO CHIC is kept for 10 years if there has been at least one stay over the last 5 years.

If you have not stayed with CLICO CHIC for the last 5 years then all your data is deleted.

We can delete your data following a simple request from you. Contact our data protection officer [dpo@clicochic.com](mailto:dpo@clicochic.com) or send a letter to Clico Chic, Service DPO, 73 Parc de l'Argile, 06130 Mouans Sartoux.

## Cookies at Clico Chic

We use cookies and 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 linked to identification in the Client Area
- shopping cart cookies
- audience measurement via cookie analysis

In order to offer you the best possible service, Clicochic.com uses cookies. By continuing to browse the site, you accept their use to provide you with suitable offers.

## Why does Clico Chic use cookies?

Clico Chic uses cookies to provide you with an optimal user experience tailored to your personal preferences. By using cookies, Clico Chic ensures that you do not have to enter the same information when browsing the Internet. Cookies are also used to optimize the performance of the site.

Clico Chic has taken all technical and organizational measures to protect your personal data as well as to protect you from any loss of information or any form of unlawful processing.

## What are your rights?

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

Access to your personal data

- The rectification and erasure of these (right to be forgotten),
- The right to oppose the processing of your data,
- The right to withdraw your consent or limit the use of your data,

If you believe that your rights have not been respected. You can send a complaint to our Data Protection Officer (DPO): [dpo@clicochic.com](mailto:dpo@clicochic.com) or DPO CLICO CHIC, 73 Parc de l'argile, 06370 Mouans Sartoux.

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

## Image rights

The customer expressly authorizes, free of charge, Clico Chic to photograph or film him/her during his/her stay and to use photos, videos or sounds on all media, for a period of 5 years. This authorization also applies to all persons staying with the client. Its purpose is to ensure the promotion of Clico Chic.

If you do not wish for Clico Chic to share your photos in any way, just let our holiday park manager know when you arrive. If, despite everything and inadvertently, a photo of you or one of your companions were to appear on one of our commercial media, a simple email to [dpo@clicochic.com](mailto:dpo@clicochic.com) will be enough for us to delete the said photo or video, immediately.

## Modification of the legal notices

Clico Chic may modify its legal notices at any time, in particular, if the legislation in force changes. Any changes will be posted on the website or communicated to you by email.

In accordance with law 2014-344 of March 17, 2014, you can ask to oppose cold calling by registering on the BLOCTEL list. ([www.bloctel.gouv.fr](http://www.bloctel.gouv.fr))

## Hosting Clico Chic

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