

Our terms and conditions of sale

Objective

The terms of payment and conditions presented herewith serve to define the conditions in which: The company Planete Mobile Homes, SARL with a capital of 4000 Euros, and registered with the Chamber of Commerce of Saint Nazaire, RSC ST NAZAIRE 79146832500034 – Registered address 41 rue de Kerbenet – 44350 GUERANDE – France offer the rental of mobile homes, via its brochure or internet site under the brand Mobil-Home XXL.

Reservation Conditions

Reservation takes effect uniquely with the agreement of Planete Mobile Homes, after reception of a deposit and the reception of either a reservation contract duly completed and signed or after the acceptance of the terms and conditions of sale in the case of an online reservation.

-The list of participants must imperatively be furnished (surname, first name of date of birth).

-A reservation does not bind Planete Mobile Homes, unless Planet Mobile Homes accepts it, and which Planete Mobile Homes is free to accept or decline, according to the availability, and in a general manner, all circumstances which might prevent the execution of the reservation made.

-The reservation of a mobile home is done in a strictly individual manner. In no circumstances can you sub-let or pass or yield your reservation without the prior consent of Planete Mobile Homes.

-Minors must be accompanied by their parents or legal guardians.

-Planet Mobile Homes reserves the right to refuse access to the accommodation to groups or families which arrive with a participant who has not been registered priorly, or a number of participants superior to the capacity of the accommodation rented; that is to say a maximum of 10 persons, including babies.

Payment Conditions

-For reservations made **more than 30 days** prior to the arrival date, a deposit of 30% of the basic rate must be paid to Planete Mobile Homes upon reservation. The balance must be paid to Planete Mobile Homes no later than 30 days before the arrival date. In case of non payment of the balance by the client, at the latest 30 days before the arrival date, Planete Mobile Homes reserves the right to cancel the reservation and to offer the accommodation for rental, without refunding sums paid priorly.

-For reservations made **less than 30 days** prior to the arrival date, the integral payment must be made at the time of booking with Planete Mobile Homes.

-The rates indicated are given in Euros and including a VAT rate of 10%, applicable on the day in question. Any later modifications of applicable VAT rates or tariffs, which occur between the moment that tariffs are established and the invoicing of the stay, will incur a correlative modification of the price, all taxes included, and which the client accepts without issue.

-The accepted means of payment are: credit cards, debit cards, bank transfer.

-The tourist tax varies from district to district and is applicable to all persons aged 18 or over (with the exception of the La Colline de Rabais campsite where it is applicable to all persons aged 12 or over).

-The accommodation is equipped, and the rate includes water, gas and electricity in addition to access to the water park and other complimentary activities offered by the camp site.

Absence of the Right to Withdrawal

In compliance with Article L221-28 of the Consumer Code, Planete Mobile Homes informs its clients that the sale of the provision of accommodation on a specific date or according to a predetermined period, is not subject to a right to withdrawal during a 14 day period.

Modifications to Reservations

The modification of the reservation, without incurring fees, is possible up to 30 days prior to the arrival date, and subject to availability.

The modification of the reservation may be applicable to alternative dates or alternative destinations. Any request for the modification of a contract must be made in writing by the person whose name appears on the contract.

-a postponement will not be accepted for the following year
-any request for an extension of the duration of the stay will be carried out according to the availability and tariff applicable.

-Any request for the reduction of the duration of the stay will be treated as a partial cancellation and subject to the terms of a cancellation or interruption of the stay

- **Less than 30 days prior** to the arrival date, any change in dates, destination and duration will result in a flat-rate processing fee of 50€.

Interruption of the stay

All stays which are interrupted or shortened (late arrival, early departure) by the client are not subject to either a refund or a credit if the client has not taken out cancellation insurance (see the terms and conditions for cancellations).

Cancellation of the Stay (excluding cancellation insurance)

Cancellation by the Contract Signatory

-**Up to 30 days prior** to the arrival date, Planete Mobile Homes agrees to refund prior payments (excluding cancellation insurance) and less from the flat-rate processing fee of 50€.

-**Less than 30 days prior** to the arrival date, the totality of prior payments will be retained by Planete Mobile Homes, no refund will be made.

-Cancellation by Planete Mobile Homes

In the event of a cancellation by Planete Mobile Homes, with the exception of a « force majeure », the sums paid for the stay will be entirely refunded. However, the cancellation shall not give rise to compensation or interest.

Cancellation for Sanitary Reasons (case of « force majeure »)

Planete Mobile Homes commits* to the treatment of refunds, uniquely in the following cases :

-Closing of borders

-Administrative closure of the camp site

-Obligatory self-quarantining upon the client's arrival or their returning to their country of origin.

In this case Planete Mobile Homes will offer a credit to the value of the prior payments and valid for a period of 1 year. In the case of refusal by the client, Planete Mobile Homes will refund after request made in writing.

Cancellation Insurance

It is recommended to register for cancellation insurance.

-Cancellation insurance is 5.5% of the total rental fee (basic tariff).

-The premium must be paid in entirety at the time of booking and is non-refundable.

-Participants added after the taking out of the cancellation insurance will not be covered.

-In the case of an insurance claim, you must advise the insurance company in the 5 days following the incident via email at : sinistre@neat.eu

-The integral terms and conditions of the Insurance Company are available on demand or can be consulted on the website www.mobil-home-xxl.fr

Planete Mobile Homes and their Partner Camp Site

Responsibilities

The responsibility of Planete Mobile Homes and their campsite Partners, above and beyond their legal responsibility, shall not be engaged in the case of :

-Theft, loss, damage or deterioration of personal effects of any nature during or after a stay.

-Break down or failure of technical equipment, breakdown or closure of certain amenities at the camp site which are beyond its will and connected to cases of « force majeure ».

-Actions taken by the Directors of the campsite limiting access to certain campsite facilities including changing rooms and swimming pools, when they are made necessary by health and safety standards or regular maintenance.

-Damage caused by or made to residents vehicles parked or driving within the camp site, including in the event that they have received specific authorisation to enter the site.

-Changes to the entertainments programme or proposed activities, temporary closure of facilities for reasons beyond the campsites will.

-Out of season and for reasons associated with attendance, the camping reserves the right to alter or remove certain facilities, installations, services or events previously planned. For all out of season reservations, we advise you to contact the camp site to check these points.

The Responsibilities of the Renter

The contractual renter of the mobile home (the name of the signatory on the reservation form) agrees to the use by himself or herself and the other members of their party, of the equipment and facilities of the parks in the manner in which they were intended, and for a normal use. They commit especially, to leaving their mobile home and it's plot in a good state when leaving at the end of their stay. Any damage to the rental, loss or destruction of fixtures and fittings in the mobile homes as well as in the public spaces and buildings will rightfully engage the legal responsibility of the culprit. The contract's signatory for the mobile home is considered personally responsible for any damage, loss or degradation, problems or nuisances caused by those persons in their party, or visiting themselves or other members of their party. The

contractual signatory also agrees to respect and to ensure the respect of the internal rules of the park, which he must have read and agreed to. In the case of a client who disturbs or causes a nuisance to other clients or has an adverse effect on communal facilities, the partner camp site reserves the right to end their stay with immediate effect, without the right to compensation, and without prejudice concerning the demands for repairs the partner camp site and their representatives might consider that they are liable for. This also applies if the campsite partner or Planete Mobile Homes witnesses an abusive use of the accommodation (a number of occupants superior to that authorised in the mobile home). The contractual signatory confirms that he is in the holder of a public liability insurance policy covering any eventual damage caused to rented accommodation which has been confided to them (provide insurance policy documents).

Your Stay with Planete Mobile Homes

On the client's arrival, the hand-over of keys is from 4pm at every camp site. You will be welcomed on site by representatives of Planete Mobile Homes for the hand-over of the keys. This is with the exception of certain campsites where the handing over of the keys takes place directly at the camp site's reception. On your arrival a deposit of **350 Euros** for the rental of the mobile home and **115 Euros** for cleaning or **150 Euros** for an XXL2 will be payable.

On departure day, you must leave the mobile home before 10am, after having made an appointment for the inspection prior to departure. The accommodation must be returned in a perfectly clean state, and the inventory may be checked ; any broken or damaged objects will be charged, as well as additional cleaning if required. The deposit will be returned to you at the end of your stay and after the deduction of any fees withheld, against supporting invoices for any eventual damage noted during the departure inspection.

Animals. Animals are allowed in certain campsites (except the Sen Yan camp site) by means of a fee payable upon reservation. One single animal is allowed per mobile home. The animals must be kept permanently on a lead and must not be left alone in the mobile home. The vaccination documents must be provided for cats and dogs on the day of arrival. Vicious, category I and 2 dogs are forbidden.

Photographic rights

During your stay you may be photographed and appear in any of our publications and all types of material without any consequence. In the case of refusal, you must give notice in writing.

Arbitration and Litigation

In compliance with the Consumers Act concerning « the process of arbitration and litigation for consumers », the client has the right to the free arbitration service offered by Planete Mobile Homes.

The arbitrator for « consumer rights » offered is BAYONNE MEDIATION.

This arbitration service is accessible :

-Via internet : www.bayonne-mediation.com

-or via the post :

Bayonne Médiation -32 rue du Hameau 64200 BIARRITZ

Applied Law

These general terms and conditions are subject to French law and regulated by the 'Code de Tourisme', notably Articles R331-1 to R332-8 concerning camp sites, caravan sites and other land plots offering facilities.

Freedom of Information

The information that you provide us with when making your reservation shall not be communicated to any third parties. This information is considered by Planete Mobile Homes to be confidential. It is used uniquely by our internal services, for the processing of your order, to reinforce and personalise our communication, and the exclusive services offered to clients according to your interests. In compliance with the law of technology and freedom of the 6th January 1978, you have a right to access, modify, retract or oppose the personal information which concerns you.

RESERVATION OFFICE :
PLANETE MOBIL HOMES
18 rue des bouleaux
44410 Saint-Lyphard, France.