

## **GENERAL TERMS OF SALE 2025**

### **Camping CAP LEUCATE Mer Sable Soleil**

The registration to one of our stay implies to accept and respect the General Terms of Sale by both parties contracting. They are available on our website and at the campsite.

The following terms of sale and actions involved are regulated, written and subject to French law, in case they would be written in several other languages, the french version is the one that prevail and to which we should refer to in case of dispute.

**THE OPERATOR'S COMMITMENT** The lease agreement implies CAP LEUCATE - MSS campsite to provide services according to the type of stay selected, the availabilities, and after a written confirmation from us.

**THE CAMPER'S COMMITMENT** The camper must enjoy the rented accomodation exclusively as a temporary leisure residence. He also absolutely has to be insured for third-party liability, and be able to present it if requested.

**RESERVATIONS** A booking confirmation email will be send to the client. The client has the responsibility to double check the informations and report any mystake to the campsite. The reservation is considered final, once a booking confirmation is send through an email or postal service, by the provider to the client. That document must be presented upon arrival. Any reservation made through the website becomes a distant contract made between the client and the service provider. The contracts are nominative and cannot be transfered to someone else.

**RATES** Prices are firm and non negotiable during the validity period, as indicated onto our website, or the written proposal sent to the client. Prices are in euros, and include taxes.

**WITHDRAWAL** « According to the consumer code, L221-28 provision, the right of withdrawal can only be exercised on hosting services contracts, other than residential accomodation which should be provided at a specified date or period. »

**PAYMENT OF THE STAY** Any booking request must be made through our website or send through postal services with the rental agreement signed and the down payment of 30% of the total amount of the booking, and the amount of the first night for stays under 5 nights for mobile-homes, and a down payment of 30% of the total amount of the booking, or the whole amount of the reservation for stays of 1 to 2 nights for pitches. If it's not the case, the booking won't be valid. Once you receive your booking confirmation, your commitment becomes firm and final. It is your responsibility to let know the campsite if you did not receive your confirmation. The reservation won't be valid if the booking request is incomplete. The remaining balance for mobile-homes is meant to be paid 30 days before your arrival date at the very last (tourist tax upon arrival), the remaining balance for pitches has to be paid on arrival. Any reservation that did not respect the deadlines will automatically be cancelled without any possibility of refund. There will be no discount for a late arrival or an early departure according to the dates mentioned on the contract. You will be completely refunded in case of inavailability for the dates picked. The preferences you expressed will be satisfied according to the schedule and availabilities, none of those imply the responsibility of the establishment. Credit card, wire transfer, paper Chèques Vacances payments are authorised whereas cash (except to complete Chèques Vacances) and checks are not accepted.

**ARRIVAL-DEPARTURE** The reception will welcome you during the opening hours filled on our websites. For mobile-homes, the reception will be at Mer Sable Soleil front desk on fridays, saturdays and sundays and at Cap Leucate front desk the rest of the week. If you had any delay on your arrival please let us know : your reservation is still effective 48 hours after the arrival date on the contract on the condition we are notified by email. Without a notification, and a no-show, it will be considered as a cancellation of the contract and will be put back to rental 24 hours after the date you were suppose to arrive on. Therefore you will lose your reservation. Rentals need to be free at 10 am. Pitches can be occupied from 3 pm on arrival until noon on departure, if not, an extra night will be charge.

**CANCELLATION** After receiving your booking confirmation, your commitment becomes firm and final. However for any cancellation adressed to the campsite by registered letter (or email), the following will apply for mobile-homes only :

- Cancellation adressed at least 30 days before arrival : the remaining balance won't be asked, or if it has already been paid, it will be refunded, net of down payment and booking fees that will be kept.
- Cancellation adressed less than 30 days before arrival : the down payment, booking fees and the first week will be kept (the totality of the stay payment will be kept for stays of less than 7 days). The difference with the remaining balance will be refunded.
- Cancellation adressed less than 15 days before arrival : the remaining balance of the whole stay will be kept.

You have the opportunity to subscribe to a cancellation insurance at the time of the booking. You can consult the details and guarantees on our websites : [www.mer-sable-soleil.fr](http://www.mer-sable-soleil.fr) . Sending the file on request.

If you did subscribe to the cancellation insurance and cancel your stay, a statement will be made so you can benefit from an eventual refund. If your case is refused, or the reasons for cancellation aren't covered by the insurance, then the previous cancellation policy will apply. If the campsite cancels your stay (except for force majeure) after you got your booking confirmation but prior to arrival, you will be immediately refunded of all amounts paid.

**INSURANCE** The client has to cover himself against risks of theft, fire, flood / water damage for the rental, the furniture, but also for the neighbours recourse. The client benefits from the campsite's civil liability for any physical and / or material harm he would be recognised responsible of, excluding damages due to external forces such as storms, thunderstorms, tornados, cataclysms, but not only.

**SECURITY DEPOSIT / INVENTORY** For the mobile-homes, a 300 euros security deposit is asked per rental upon arrival (credit card imprint only). The check of the material, state of the mobile-home, and the establishment of an inventory is meant to be done by the client as soon as arrived, he must report all eventual damage found on the inventory paper given by the reception upon arrival. You must do the cleaning yourself on departure. You have the possibility to book the cleaning for 60 euros for mobile-homes only. Any material missing or damage that was not reported as mentioned above, in the allotted time (on arrival day for stays of 5 nights or less, the next day by noon at the latest for stays of more than 5 nights), will be charged on your security deposit as well as the final cleaning of 60 euros for any rental returned dirty. The security deposit is canceled within 7 days after you left. You will be notified by email of its destruction.

**RENTAL ACCOMODATIONS PARTICULAR TERMS AND CONDITIONS** The client commits himself to respect the use of the rental according to the internal regulation of the campsite, the legal and regulatory provisions governing the activity of the outdoor hotel business and its commercial activities as well as the urban regulations. The client will occupy the premises as it is on arrival. He undertakes to maintain the place, rental and facilities in good condition, and not to bring any modification on its structure. The client isn't allowed to cease or retroced the reservation made in his name without a written authorisation made by the operator prior to arrival.

**IMAGE RIGHTS** You give permission to the campsite to use videos, photos of you and the persons on the stay, took while you stayed in our establishment, for advertising or communication needs (flyers, website, social networks, ...) without time limit. The campsite commits himself not to affect your reputation and personal life. Any specific refusal must be notified by email ([camping.capleucate-mss@mairie-leucate.fr](mailto:camping.capleucate-mss@mairie-leucate.fr)) or by registered mail with receipt, in the following format :

*I the undersigned..... does not allow the campsite to use, publish, edit or present my image nor the one of the all contract's participants, for advertising, no matter the medium (paper, internet, audio...).*

You will be notified of the good reception of your refusal by email, otherwise it's your full responsibility to step away from activities while recording or photographing takes place.

**SERVICES/ACTIVITIES** Some services and/or activities that we provide might be unavailable temporarily for some part of your stay or your whole stay. That won't result in any form of discount or commercial gesture.

**VISITORS** The client must inform the campsite's operator or his representative of any outsider coming to the campsite, they will have to register on the inputs and outputs register. Beyond a day spent visiting, they will have to pay the fee calculated for it.

**PETS** Pets (exclusively cats and dogs except category 1 or 2) are accepted for an extra fee of 5 euros per day per animal on mobile-homes and 1 euro per day per animal on pitches, with a limit of 2 animals for all locations. The client must be in possession of their health record, including their identification and vaccinations legally required. They are fully under the responsibility of their owner, must be held on leash and never left alone in the rental.

**ELECTRIC OR PLUG-IN HYBRID VEHICLE** It is strictly forbidden to plug your vehicle to the pitch electricity supply, or to the mobile-home. There is a charging point near the campsite. Anyone doing otherwise will result into a formal notice, in case of recidivism, that will automatically cancel the contract, without the need for legal formality or prejudice to any damages.

**INTERNAL REGULATIONS** The client and the persons on the contract for the mobile-home or pitch rental, commit themselves to respect the internal regulations at their disposal. The management will put an immediate end to the stay in case of disrespect of the internal regulations, non-compliance with the rules of good-neighbourliness, incivilities or any other fact that might disturb the peacefulness of the campsite, without any damages nor compensations possible

**DISPUTES** According to the code of consumption article L.612-1, you can use the mediation service CM2C electronically : <https://www.cm2c.net> or through postal services : CM2C - 14 rue Saint Jean - 75017 PARIS, free of charge.

**COMPLAINTS** Any complaint regarding your stay must be written and send through postal services with a registered letter with receipt to the following adress : Camping Cap Leucate - MSS, Chemin du Mouret - Leucate-Plage 11370 LEUCATE or by email to [camping.capleucate-mss@mairie-leucate.fr](mailto:camping.capleucate-mss@mairie-leucate.fr) . You can also adress your complaint to the front desk, it then needs to be as detailed as possible, signed and dated. It will be recorded in our complaint register for their follow-up and treatment.

**TERMINATION** The breach of any provision of this contract by either party will cause the immediate and automatic termination of the stay in case the first formal notice was unsuccessful, without the need for legal formality or prejudice to any damages.

**PERSONAL DATA MANAGEMENT** The Cap Leucate - MSS campsite commits himself to respect the regulations (UE) n°2016/679 of the 27<sup>th</sup> of april 2016 about the protection of personal data. You can consult your privacy policies on our websites [www.camping.capleucate.fr](http://www.camping.capleucate.fr) or [www.mer-sable-soleil.fr](http://www.mer-sable-soleil.fr) section « downloads » : privacy policy. The client can also consult and / or intervene onto his personal data by contacting the data protection service : Centre de gestion de l'Aude, 85 Avenue Claude Bernard, CS 60050, 11890 CARCASSONNE.

N°Siret 21110202500080/ VAT number : FR12211102025 / APE : 5530Z / Ranking N° C11-046691-003 from the 10/05/21 to the 10/05/26. 309 locations including 49 for accommodations equipped to all connections and with private sanitary facilities. 3 stars Classification / General Terms of Sale updated on the 20/03/2025.