



HOLIDAY MARINA RESORT

RESORT - RESTAURANT - SALON & SPA



RESERVATION CONTRACT 2023

The present contract is an agreement between the undersigned and Holiday Marina Resort

RENTEE

Surname
First name.....
Date of birth
Address.....
.....
Post codeTown.....
Country.....
Mobile
Email
Vehicule Registration N°

ACCOMPANYING GUESTS :

Surname First name Date of birth
.....
.....
.....
.....
.....



Number(3€/day/dog)

ARRIVAL DATE :/...../ 2023

DEPARTURE DATE :/...../ 2023

LOGEMENT

- PREMIER
- DELUXE 2
- DELUXE 3
- EMPIRE 2
- EMPIRE 3
- GLAMPING LODGE
- SAFARI LODGE
- EXECUTIVE LODGE 2
- EXECUTIVE LODGE RIVIERE
- EXECUTIVE LODGE 3
- EXECUTIVE LODGE 3 RIVIERE
- VIP LODGE 3
- VIP LODGE 3 RIVIERE

CAMPING PITCH (maximum 5 personnes)

- PRESTIGE
 - MAJESTIC
 - TENT or CARAVANE or MOTOR HOME
- Unit size:m xm
Awning size :m xm

BOAT MOORING (From 0 to 11.99m)

Dimensions:m (Including engine)
Boat name :

I would like to take out cancellation insurance for 3.5% of the total amount of the stay*

DEPOSIT

More than 14 days before my arrival

50 % of the total amount :€

(+ Travel insurance)* :€

= Payment to be made today €

Less than 14 days before my arrival

Total amount of my reservation :€

(+ Travel insurance)* :€

= Payment to be made today €

Balance to be paid 14 days before my arrival.

PAYMENT DETAIL

- Bank Transfer : IBAN : FR76 1831 5100 0008 0088 0489 536
Code BIC/SWIFT : CEPAFRPP831
Centre d'affaires Esterel, 183 boulevard du Progrès 83480 Puget Sur Argens
- Credit Card : VISA MASTER CARD

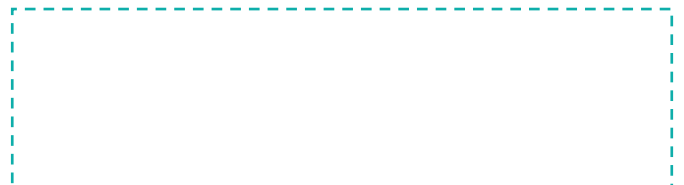
Card N° : Expiry date :

Cardholder's Name Security Code :

I declare that I understand and accept the reservation terms and conditions (see reverse of page), the campsite general terms & regulations, tariffs and the insurance terms & conditions (if taken out) and will respect them.

Date : / /

Signature :



GENERAL TERMS AND CONDITIONS OF SALE

Camping accommodation or pitch booking by private individuals

Contact details of the Service Provider:

- HOLIDAY MARINA RESORT, SARL ABI LEISURE PARKS, (RCS Fréjus : 412 847 626),
- 323 route du Littoral 83310 GRIMAUD,
- Téléphone : 04.94.56.08.43 – e-mail : info@holiday-marina.com – site : www.holiday-marina.com

DEFINITIONS:

BOOKING or **RESERVATION** or **RENTAL**: service provision.

SERVICES: seasonal rental of camping accommodation or pitch.

ACCOMMODATION: Tent, caravan, mobile home and chalet.

ARTICLE 1 - SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restrictions or reservations, to any camping accommodation or pitch rental on the Holiday Marina Resort campsite (the "Service Provider"), to non-professional clients ("the Clients" or "the Client"), on its website www.holiday-marina.com or by telephone, post or email, or where the Service Provider markets its Services. These do not apply to campsite rentals intended for mobile homes, which require a long-term rental contract.

The Services' main characteristics are presented on the website www.holiday-marina.com or in written form - paper or electronic - should the booking not be made on-line.

The Client is required to read them before finalising its booking. The choice and purchase of a Service is the sole responsibility of the Client.

These General Terms and Conditions of Sale apply to the exclusion of all other terms and conditions of the Service Provider, namely those applicable for other marketing channels for the Services.

These General Terms and Conditions of Sale are accessible at any time on the website and will prevail, where applicable, over any other version or any other contractual document. The version applicable to the Client is the one on the website or communicated by the Service Provider when the Client makes its Booking.

Unless proven otherwise, the data recorded in the Service Provider's IT system constitutes proof of all transactions concluded with the Client.

Under the conditions defined by the Data Protection Act and the European Data Protection Regulation, the Client has, at any time, a right of access, rectification and opposition if the processing is not essential to carry out the booking, and can request the processing of all its personal data to be suspended by written notice, by post and justifying its identity, addressed to: 323 Route du Littoral, 83310 – Grimaud.

The Client declares to have read these General Terms and Conditions of Sale and to have accepted them either by ticking the box provided for this purpose before completing the online booking, as well as the general conditions of use of the website www.holiday-marina.com or, if the booking was not made on the internet, by any other appropriate means.

ARTICLE 2 - RESERVATIONS

The Client selects on the website, or provides information on any document made available by the Service Provider, the services it wishes to book, according to the following terms and conditions: the customer fills out the reservation contract online or in hard copy and pays the deposit corresponding to 50% of the stay. The balance must be paid 14 days before the date of arrival. If this payment is not received without the prescribed time limit, the contract will be considered null and void and you will lose the deposit paid at the time of booking.

The Client is responsible for verifying the accuracy of the Booking and to immediately report any errors to the Service Provider. The Booking will only be deemed confirmed after the Service Provider has sent the Client a confirmation accepting the Booking by email or post or upon signature of the contract should the booking be made directly at the premises where the Service Provider markets its Services.

All Bookings made on the website www.holiday-marina.com constitute a contract concluded remotely between the Client and the Service Provider.

All Bookings are nominative and cannot, under any circumstances, be transferred.

The customer agrees not to take up residence and not to exercise professional activity within Holiday Marina Resort

Any special request must be made in writing.

ARTICLE 3 - PRICES

The Services offered by the Service Provider are provided at the rates in force on the website www.holiday-marina.com or on any information medium provided by the Service Provider when the booking is made by the Client. Prices are in Euros, with and without value added taxes. In the event of a change in the applicable VAT rate, this will result in a proportional change in the price including tax of the rates in force.

The prices take into consideration any reductions that may be granted by the Service Provider on the website www.holiday-marina.com or on any information or communication medium.

These prices are final and not revisable during their validity period, as provided for on the website www.holiday-marina.com, in the email or in the written proposal addressed to the Client. Beyond this validity period, the offer lapses and the Service Provider is no longer bound by the prices.

An invoice is prepared by the Seller and given to the Client at the latest when payment of the balance is due.

3.1. TOURIST TAX

The tourist tax, collected on behalf of the municipality of Grimaud, is not included in the prices. Its amount is determined per person and per day and amounts to 0.66 euros per night for people of 18 years of age and over (rate applicable on 01/01/20). This tax must be paid when paying for the Service and is shown separately on the invoice.

ARTICLE 4 - PAYMENT TERMS

4.1. ADVANCE PAYMENT

Amounts paid as deposit are considered advance payments. They constitute a charge on the total price due by the Client.

When booking, the Client must make an advance payment corresponding to 50 % of the total price for the Services booked and provided. It must be paid upon receipt of the final rental agreement and attached to the copy to be returned. This amount will be deducted from the total price of the booking.

In the event of cancellation by the Customer:

less than 14 days before the scheduled arrival date, the deposit will not be refunded by the service provider.

up to 14 days before arrival, the deposit less 40 euros cancellation fees will be refunded.

4.2. PAYMENTS

Payments will only be made by secure channel according to the following terms:

by bank card: Visa and MasterCard.

By bank transfer, IBAN: FR76 1831 5100 0008 0088 0489 536 BIC / SWIFT code: CEPAFRPP831, Esterel business center, 183 boulevard du progress 83480 Puget Sur Argens

Payments made by the Client will only be deemed final when the Service Provider has actually received the amounts due. The balance of the stay must be paid 14 days before the expected date of arrival. In the absence of payment on time, the contract will lapse and the deposit will be forfeited.

Payments are organized as follows:

A deposit of 50% of the total price including tax of the reservation must be received by the Service Provider at the time of the reservation in the event of a reservation made more than 14 days before the start of the stay. The reservation balance including tax will be automatically debited from your card 14 days before the arrival date or must be paid by bank transfer and visible in our account 14 days before your arrival date.

The total amount of the price of the reservation must be received by the Service Provider at the time of the reservation in the event of a reservation made less than 14 days before the start of the stay.

4.3. NON-COMPLIANCE WITH THE PAYMENT TERMS

In addition, the Service Provider reserves the right, in the event of non-compliance with the above-mentioned payment terms, to suspend or cancel the provision of the Services booked by the Client and/or to suspend the performance of its obligations after a formal notice to comply remains ineffective.

ARTICLE 5 – PROVISION OF SERVICES

5.1. PROVISION AND USE OF SERVICES

Accommodation in a mobile home or Luxury tent may be occupied from 4 p.m. on the day of arrival and must be vacated by 10 a.m. on the day of departure. The campsite may be occupied from 3 p.m. on the day of arrival and until 10 a.m. on the day of departure.

For an arrival, after reception opening hours, the latter must be notified before 6 p.m.

Any complaint about the condition of the accommodation or the location must be made on arrival with the usher. Any subsequent complaint will not be admissible.

The balance of the stay must be paid in full

- 14 days before the date of arrival (under penalty of cancellation of this rental)

Accommodation and pitches are provided for a determined number of occupants for hire and may in no case be occupied by a greater number of people.

The camping pitches are designed for a maximum of 5 people. Accommodation in mobile homes is provided for 3 to 6 people depending on the categories (Premier model: 3 people, Deluxe and Empire model 2 bedrooms: 4 people, Empire model 3 bedrooms: 6 people). Accommodation in Luxury tents is provided for 4 to 6 people depending on the category (Glamping model: 4 people, Safari model: 6 people).

The service provider reserves the right to refuse, on arrival, any additional person if the maximum number of people has already been reached.

Adding an additional tent to the mobile home and Luxury Tent pitch is prohibited.

Accommodation and pitches will be left in the same state of cleanliness as on delivery. Otherwise, the tenant will have to pay cleaning costs (at the hourly rate of 60 euros, minimum 1 hour). Any degradation of the accommodation or its accessories will result in immediate repairs at the expense of the tenant.

Smoking is prohibited inside the accommodation (mobile homes and private bathroom) as well as in all closed common areas.

Minors must be accompanied by their parents or legal representatives.

5.2. SECURITY DEPOSIT

A security deposit, from 150 to 600 euros depending on the type of rental, is required from the Customer on the day the keys are handed over and is returned to him on the day of the end of the rental, subject to possible deduction of repair costs. The sum will be retained by credit card or paid in cash.

The inventory is made in the presence of an authorized member of Holiday Marina Resort staff and the security deposit will be returned during Reception opening hours

For a departure outside Reception opening hours, the security deposit will be returned after checking the accommodation or the campsite, less any cleaning costs and restoration costs.

This warranty offset does not constitute a limitation of liability. If the security deposit is not sufficient, the lessee agrees to top up the sum.

ARTICLE 6 - DELAY, INTERRUPTION OR CANCELLATION OF THE STAY BY THE CLIENT

Customers are reminded that they do not have the right of withdrawal provided for in Article L. 221-18 of the Consumer Code, in accordance with Article L. 221-28 paragraph 12 of the Consumer Code. which excludes this right for contracts relating to the provision of hosting services which must be provided on a specific date or period.

6.1. CHANGES

No reduction will be granted in the event of a delayed arrival, an early departure or a change in the number of people (whether for all or part of the planned stay), except, possibly, if travel insurance is taken out (refer to the conditions of the Campeze Couvert contract).

In the absence of written notification from the lessee, the accommodation or space reserved but not occupied will become available for rental from 12 noon the day after the scheduled arrival date.

In the event of a change in the dates or the number of people, the Service Provider will endeavor to accept as much as possible requests for change of date within the limits of availability, without prejudice to any additional costs; In all cases, this is a simple obligation of means, the Service Provider cannot guarantee the availability of a pitch or accommodation, or of another date; an additional price may be requested in these cases.

Any request to reduce the length of stay will be considered by the Service Provider as a partial cancellation, the consequences of which are governed by Article 6.3.

A premature departure cannot give rise to any reimbursement from the Service Provider.

6.2. CANCELLATION BY THE PROVIDER

In the event of cancellation by the Service Provider, except in cases of force majeure, the Service will be reimbursed, within 60 days of the cancellation by the Service Provider. This cancellation cannot give rise to the payment of damages. However, provided that the applicable legislation allows it, the establishment reserves the right to reimburse the customer in any other form (in particular, a credit note).

6.3. CANCELLATION BY THE CUSTOMER

Any cancellation request must be made in writing (email or recorded delivery letter), and will be effective after confirmation in writing from the Service Provider.

In the event of cancellation less than 14 days at least before the scheduled date of arrival, for any reason whatsoever except force majeure, the deposit paid at the Reservation, as defined in article 4 - TERMS OF PAYMENT of these General Conditions of Sale will automatically be acquired by the Service Provider, as compensation, and may not give rise to any reimbursement, except subscription to cancellation / interruption of stay insurance (according to the conditions provided for in the insurance contract Camp Covered).

In all other cases (more than 14 days before the scheduled date of the reserved Rental), the deposit will be returned after deduction of the processing and management costs of 40 euros which will remain with the Service Provider.

6.4. CANCELLATION IN THE EVENT OF A PANDEMIC

6.4.1. In the event of total or partial closure of the establishment during the booked dates (forbidding total or partial access to guests, insofar as the Client is directly concerned by the enforcement of this measure) decided by the public authorities, and not attributable to the Service Provider, the amounts paid in advance by the Client for the booking will be refunded within 60 days after deduction of the processing and management costs of 40 euros which will remain due to the Service Provider. The service provider reserves the right to reimburse in the form of a credit note that can be used within 18 months.

However, the Service Provider cannot be held liable for additional compensation beyond this refund of amounts already paid when booking the stay.

6.4.2. Notwithstanding the provisions of article **6.3 CANCELLATION**, any cancellation of the stay due to government measures not allowing participants to travel (general or local confinement, travel ban, closure borders), even though the campsite is able to fulfill its obligation and welcome Customers, - the Service Provider will issue a credit note corresponding to the sums paid by the Customer, less processing and management costs (article 3) which will remain due to the Service Provider. This credit, non-refundable and non-transferable, will be valid for 18 months.)

6.4.3. If the Customer takes out specific insurance covering the risks listed in Article 6.4.2, the insurance compensation received by the Customer will be deducted from the amount of the credit.

ARTICLE 7 - OBLIGATIONS OF THE CLIENT

7.1. CIVIL LIABILITY INSURANCE AND OTHERS

The Client on a pitch or in accommodated must have subscribed to a civil liability insurance policy. A copy of the insurance policy may be requested from the Client before the start of the stay. The campsite cannot be held responsible for any theft of valuables (jewelry, money, etc.). The policyholder can take out travel insurance at the time of booking, with our partner Campeze-Couvert, at a cost of 3.5% including tax of the amount of the stay including tax. The insurance conditions are available on the website www.holiday-marina.com or www.campez-couvert.com.

7.2. PETS

Pets (cats and dogs) are permitted, under their owners' responsibility for a flat rate of 3 euros per day and per pet payable on arrival. For other animals, the request must be made in writing when booking.

In all cases, animals must be vaccinated and kept on a lead.

It is strongly recommended not to leave animals alone for long periods inside or outside the accommodation.

Distributors, canisacs, are present on the campsite and available to keep the campsite clean.

7.3. CAMPSITE REGULATIONS

Campsite regulations are displayed at the entrance to the establishment and at the reception. The Client must take note of these regulations and comply with them. They are available on request. The customer is personally responsible for disturbances and nuisances by any person staying with him or visiting him. In the event of a serious or repeated breach of this regulation (Article 13), and after formal notice by the Manager to comply with it, the latter may terminate the contract without any reimbursement being requested.

ARTICLE 8 - OBLIGATIONS OF THE SERVICE PROVIDER - WARRANTY

The Service Provider guarantees the Client, in accordance with the legal provisions and without additional payment, against any non-compliance or hidden defect, resulting from a defect in the design or performance of the Services booked.

In order to assert its rights, the Client must immediately inform the Service Provider, in writing, of the existence of the defects or lack of conformity when the keys are handed over to him.

The Service Provider will refund or rectify or have rectified (wherever possible) the services found to be defective as soon as possible and no later than 60 days after the Service Provider has discovered the defect or fault. The refund will be made by credit to the Client's bank account or by bank cheque to the Client.

The Service Provider's guarantee is limited to the refund of the Services actually paid for by the Client. The Service Provider cannot be held responsible or at fault for any delay or non-performance resulting from the occurrence of a case of force majeure as defined by French law.

The Services provided through the Service Provider's website www.holiday-marina.com comply with the French laws in force.

ARTICLE 9 - PROTECTION OF PERSONAL DATA

The Service Provider, who drew up these terms and conditions, processes personal data on the following legal basis:

- Legitimate interest by the Service Provider when pursuing:
 - prospecting;
 - managing the relationship with its clients and prospects;
 - organisation, registration and invitation to Service Provider events;
 - processing, execution, prospecting, production, management, monitoring of client requests and files;
 - the drafting of acts on behalf of its clients.
- Compliance with legal and regulatory obligations when implementing processing for the purpose of:
 - preventing money laundering and terrorist financing and the fight against corruption;
 - invoicing;
 - accounting.

The Service Provider only keeps the data collected for the time necessary to carry out the operations for which they were collected and in compliance with the regulations in force.

In this regard, client data is kept for the duration of contractual relations plus 3 years for the purposes of prospecting, without prejudice to retention obligations or limitation periods. Regarding the prevention of money laundering and the financing of terrorism, the data is kept for 5 years from the end of the relationship with the Service Provider. In terms of accounting, they are kept for 10 years from the end of the financial year. Prospect data is kept for 3 years if no participation or registration to the Service Provider's events has taken place.

The data processed is intended for authorised persons of the Service Provider.

Under the terms of the French Data Protection Act and the European Data Protection Regulation, individuals have the right to access, to rectify, to question, to restrict the use of, to transfer and to delete any data concerning them.

The individuals concerned also have the right to object, at any time, on grounds relating to their particular situation, to the processing of personal data on which the legitimate interest of the Service Provider is based, as well as the right to object to sales prospecting.

They also have the right to define general and specific guidelines regulating how they intend to exercise, after their death, the above-mentioned rights

by email to the following address: Email address

or by post to the following address: Last name, first name, company name and address, accompanied by a copy of a signed identity document.

The persons concerned have the right to file a complaint with the CNIL [*Commission Nationale de l'Informatique et des Libertés*].

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by email to the following address: Email address

or by post to the following address: Last name, first name, company name and address, accompanied by a copy of a signed identity document.

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ARTICLE 10 - INTELLECTUAL PROPERTY

The content of the website www.holiday-marina.com belongs to the Service Provider and its partners and is protected by French and international intellectual property laws.

Any reproduction, distribution, total or partial use of this content is strictly prohibited and is likely to constitute a counterfeiting offence.

In addition, the Service Provider retains all intellectual property rights on the photographs, presentations, studies, drawings, models, prototypes, etc., made (even at the Client's request) for the purpose of providing the Services to the Client. Therefore, the Client refrains from any reproduction or use of said studies, drawings, models and prototypes, etc., without the express, prior written authorisation of the Service Provider who may make it conditional to financial compensation.

The same applies to names, logos or, more broadly, any graphic representation or text belonging to the Service Provider or used and distributed by the Service Provider.

ARTICLE 11 - APPLICABLE LAW - LANGUAGE

These General Terms and Conditions of Sale and the operations resulting from them are governed and subject to French law.

These General Terms and Conditions of Sale are originally written in French. Should they be translated into one or more foreign languages, only the French text shall be deemed authentic in the event of a dispute.

ARTICLE 12 - DISPUTES

All disputes arising from the purchase and sale transactions concluded pursuant to these general terms and conditions of sale, concerning their validity, interpretation, execution, termination, consequences and others and which could not be resolved between the Service Provider and the Client will be submitted to the ordinary courts within the jurisdiction of the judicial court of Draguignan.

The Client is informed that, in the event of a dispute, it may resort to conventional mediation or any other alternative dispute resolution method.

In particular, he may have recourse free of charge to the Consumer Mediator, whose name and contact details will be communicated to you as soon as he is appointed. In the event of failure, any dispute resulting from the formation, interpretation or execution of this contract will fall under the exclusive jurisdiction of the courts within the jurisdiction of the Judicial Court of Draguignan.

ARTICLE 13 - PRECONTRACTUAL INFORMATION - CLIENT ACCEPTANCE

The Client acknowledges having received, prior to its Booking, in a readable and understandable manner, these General Terms and Conditions of Sale and all the information referred to in Articles L 111-1 to L111-7 of the French Consumer Code, in addition to the necessary details in application of the decree of 22 October 2008 regarding the prior consumer information on the characteristics of campsite rental accommodation, and in particular:

the essential characteristics of the Services, taking into account the communication medium used and the Services concerned;

the price of the Services and associated fees;

information on the identity of the Service Provider, its address, telephone number, electronic details and its activities, if not apparent from the context;

information relating to legal and contractual guarantees and their implementation methods; the functionalities of the digital content and, where applicable, its interoperability;

the possibility of using conventional mediation in the event of a dispute;

information on the terms of termination and other important contractual conditions.

Any booking by an individual (or legal entity) on the website www.holiday-marina.com implies full and complete acceptance of these General Terms and Conditions of Sale, which are expressly recognised by the Client, who waives, in particular, to avail itself of any contradictory document, which would be unenforceable against the Service Provider.

ARTICLE 14 - FICHE DE POLICE

For the purposes of preventing disturbances of public order, judicial inquiries and research in the interest of individuals, hoteliers, operators of holiday villages and family homes, tourist residences and residential villages, rental companies furnished for tourism and guest rooms, operators of campsites, caravans and other developed sites are required to fill out, or have them fill out, and sign by the foreigner, upon arrival, an individual police sheet, including the model is set by joint order of the Minister of the Interior, the Minister responsible for immigration and the Minister responsible for tourism.

The personal data thus collected are in particular:

1. The name and first names;
2. The date and place of birth;
3. Nationality;
4. The usual domicile of the foreigner;
5. The foreigner's mobile phone number and e-mail address;
6. The date of arrival at the establishment and the expected date of departure.

Children under the age of 15 may appear on the sheet of an accompanying adult.

The files thus established must be kept for a period of six months and handed over, at their request, to the police and gendarmerie units. This transmission can be done in dematerialized form.

ARTICLES 15 - CONSEQUENCES OF AN UNWRITTEN OR VOID CLAUSE

The cancellation or the deemed unwritten of one of the articles or one of the clauses of these General Terms and Conditions of Sale shall not affect the other provisions hereof.