

# General Conditions of Rental

In order to be able to benefit from the services offered by HOMAIR Vacances, we would ask you to carefully read the present general conditions of rental. These conditions govern the sales of HOMAIR Vacances and are valid at the time the order is placed to the exclusion of any other terms and conditions. Reservation of a stay is the equivalent of the unreserved acceptance of our general conditions.

## RESERVATION

Reservations shall only be binding upon HOMAIR Vacances if HOMAIR Vacances has accepted them, something that HOMAIR Vacances shall be free to do or to refuse to do, based on the availability and, in general, any circumstances that might adversely affect the implementation of the reservation made. The Customer must take part in the reserved stay.

## IMPORTANT

HOMAIR Vacances offers family rentals in the traditional sense and the accommodation is especially designed for the purpose. HOMAIR Vacances reserves the right to reject any reservation that contravenes this principle or that seeks to deviate from it.

The acceptance will take the exclusive form of the despatch of a reservation confirmation, by letter, fax or email, from HOMAIR Vacances. In this respect, HOMAIR Vacances guarantees that your bank account will only be debited from the recording of confirmation of the reservation.

The customer expressly acknowledges that HOMAIR Vacances shall be not held liable, in respect of any communication from its partners or by any third party for false, misleading or erroneous information that might be mentioned in the catalogue or on the internet site [www.homair.com](http://www.homair.com) showing the accommodation sites, and especially the presentation photographs, descriptions, activities, entertainment, services and operating dates. All the photos and texts used in the catalogue or on HOMAIR Vacances' internet site are non-contractual. It may happen that certain activities and facilities offered by campsites that are Partners of HOMAIR Vacances and which are indicated in the description shown in the catalogue, are no longer available, especially due to weather conditions or in a case of force majeure, or are no operational in the early or late season. The responsibility of HOMAIR Vacances cannot thus be engaged due to action by a third party and in a case of force majeure.

## PRICING

The prices indicated are valid for the 2008 season. They correspond to one night's stay and are provided in euros, inclusive of VAT.

### Prices include:

- Rental of the furnished accommodation chosen on the reservation form.
- Water, gas and electricity consumption.
- Access to the facilities of the campsite reception, especially events and the washing facilities as defined in the catalogue and Internet site.
- A rentable parking site for a vehicle.

### Prices do not include:

- Taxes on temporary stay and household waste levy.
- The cancellation warranty.
- Reservation costs.
- Additional options such as an additional car, a dog (accepted at certain campsites), disposable sheets, a baby kit, an additional tent (depending on the campsite), paid activities offered by the camp site, bicycle rental, safe, etc.
- Cleaning fee of €60 if you do not do the cleaning yourself.
- A deposit of a maximum of €160 (varies depending on the campsites and returned to you when you leave).
- Transport or Consumption costs.

These costs must be paid when you arrive directly to the campsites, with the exception of the reservation costs, the cancellation guarantee and the baby kit. Additional services resulting from a voluntary or involuntary extension of stay (early arrival, weather conditions, etc.) are the responsibility of the customer on the basis of the pricing applicable.

## TIMETABLE FOR MAKING PAYMENT BY BANK CARD, CHEQUE AND/OR TRAVELLER'S CHEQUES

Payment by bank card: obligatory payment method for reservations made less than 15 days prior to the date of arrival.

- For any reservation occurring at least one month prior to the start of the stay, the entire price must be paid at the time of reservation, i.e.:
  - + cost of reservation reduced to €10
  - + cancellation guarantee (optional)
  - + complete payment for the stay.
- Any reservation made less than two months before the start of the stay must be paid for according to the following timetable:
  1. at the time of reservation: the €25 reservation costs + cancellation guarantee (optional) + 75% of the amount of the rental.
  2. One month before the start of the stay: 25% i.e. the balance of the amount of the rental.
- For any reservation occurring at least three months prior to the start of the stay, payment must be made according to the following timetable:
  1. at the time of reservation: the €25 cost of reservation + the cancellation guarantee (optional) + 50% of the amount of the rental.
  2. Two months before the start of the stay: 25% of the rental cost.
  3. One month before the start of the stay: 25% i.e. the balance of the amount of the rental.
- For any reservation made more than four months prior to the start of the stay payment must be made according to the following timetable:
  1. at the time of reservation: the €25 cost of reservation + the cancellation guarantee (optional) + 25% of the amount of the rental.
  2. Three months prior to the start of the stay: 25% of the rental cost.
  3. Two months prior to the start of the stay: 25% of the rental cost.
  4. One month prior to the start of the stay: 25% i.e. the balance of the amount of the rental.

## TIMETABLE FOR MAKING PAYMENT BY BANK TRANSFER

- For any reservation made at less than three months before the start of the stay, payment must occur according to the following timetable:
    1. at the time of reservation: cost of reservation reduced to €10 + the cancellation guarantee (optional) + 100% of the amount of the rental.
  - For any reservation made more than three months prior to the start of the stay, payment must be made according to the following timetable:
    1. at the time of reservation: cost of reservation of €25 + the cancellation guarantee (optional) + 30% of the amount of the rental.
    2. Two months prior to the start of the stay: 70% of the rental cost.
- For any payment of the entirety of the cost of a stay at the time of reservation, the reservation costs will be reduced to €10. The baby kit must be paid for completely at the time of the first instalment of payment. Any payment date that is not met will result in the automatic cancellation of the booking and the consequential application of the cancellation costs provided for.

## Exchange voucher:

When HOMAIR Vacances has recorded the balance of the payment for your rental, you will receive an "Exchange voucher" ("Bon d'échange") at the address indicated on your Reservation form or by email. It is essential that you hand in this voucher to the HOMAIR reception as soon as you reach the reception area of the camp site.

## CANCELLATIONS - CHANGES

Any request for a change to the details of your reservation should be sent in writing to the following address: HOMAIR Vacances, Immeuble Le Derby, 570 Avenue du Club Hippique, 13097 AIX EN PROVENCE Cedex 2 or by fax to +33 4 42 95 03 63.

If the change is accepted by HOMAIR Vacances, it will be invoiced at €15. If the change is not accepted, the customer will have to stay under the initial conditions or cancel it completely. Any request for a change made seven days or less prior to the start of the stay (the date of reception of the letter from HOMAIR Vacances will be taken into account) shall be lawfully rejected.

## CANCELLATION GUARANTEE

The cancellation guarantee will be a lump sum payment of €2.5 per night reserved, payable at the time of reservation. An extension to this guarantee can be bought to apply to an interruption of stay. In this case, the cancellation guarantee will cost €3.5 per night reserved. The cancellation guarantee includes reimbursement of the costs of the stay (not including the reservation costs and the cancellation guarantee) upon presentation of documents proving cancellation in the following cases:

- Serious corporeal accident, serious illness, hospitalisation or death of the insured (the reservee), his/her spouse, descendants or ascendants or persons named in the rental contract. Serious illness shall be taken to mean a change in health observed by a notably competent medical authority, not permitting the person to leave his/her room and implying the stoppage of any activity, work-related or otherwise. Serious accident shall be taken to mean unintentional physical harm to the victim, resulting from sudden action from an external cause and preventing him/her from moving independently.
- Serious prejudice that had not occurred at the time of entering into the contract, due to fire, fire or natural causes damaging the main or secondary residence of the reservee and requiring the presence of the reservee on the day of departure.
- Prevention from taking possession of the rented premises due to the redundancy of the reservee for economic reasons or of his/her spouse or a job transfer of the reservee or his/her spouse, on condition that the notification from the employer post-dates the taking effect of the guarantee.
- Or due to natural disaster under the law of 13/07/1982 or due to forest fire at the site of the accommodation and involving: either a ban on staying there, at the site, by the competent authorities for all or part of the rental period; or by deterioration of the rented accommodation and of the site so that the reservee is not permitted normal enjoyment of the environment and services that were the reason for the rental.

Payment for any stay begun shall be due in full. No reduction shall be granted in a case of late arrival or early departure.

The cancellation guarantee shall cease to apply as soon as the rental begins and may only apply if any of the elements listed below occur during the stay. Any request for cancellation of the stay shall be brought to our knowledge in writing (registered letter with acknowledgement of receipt) within a period of 48 hours after the event that caused it, and only the date of incident that provoked it shall be taken into account.

## CANCELLATION COSTS WITHOUT A GUARANTEE

If your cancellation (the date of receipt of the letter by HOMAIR Vacances shall be taken into account) occurs:

- More than 60 days before your stay: your first down payment and the booking costs will be charged to you.
- Between the 59th and 30th day before your stay: 50% of the total cost of your stay (excl. booking costs) will be charged to you.
- Less than 30 days before your stay or if you do not turn up: no reimbursement. In all cases, booking costs will not be refunded.

## IMPORTANT: PLEASE READ BEFORE LEAVING

Upon your arrival (between 3.00 p.m. and 7.00 p.m.) you must:

- Go to reception with your "bon d'échange"
  - Pay any dues and costs not included in the price,
  - Deposit the amount of the guarantee.
- After having registered your arrival, a hostess will accompany you and will provide you with: the keys to your accommodation, the magnetic card giving you access to the camp site (if applicable) as well as the inventory. It is important that you check the inventory as soon as you arrive; any claim must be presented to the campsite reception within one hour from the handover of the keys. The campsite will do its best to remedy the situation as quickly as possible. No claim will be admitted at any later stage.

## During your stay

Each tenant undertakes to comply with all the house rules of the campsite on behalf of the other people living with him/her and upon his/her sole liability.

HOMAIR Vacances and the campsite reception are not hotel managers, and in no circumstances can they be held liable for the loss or theft of personal items, injury or damages occurring to holidaymakers or their property during their stay.

## Upon your departure (between 8.00 a.m. and 10.00 a.m.)

On the day before your departure, at the latest, you should fix an appointment with the reception in order to perform the departure inventory.

These appointments are generally arranged at quarter-hourly intervals between 8.00 a.m. and 10.00 a.m. Not all families can leave at the same time and we thank you for your understanding in advance.

Should you have chosen to pay for cleaning, this does not include washing the dishes and kitchen equipment, all of which must be returned in the normal state of cleanliness. Should this not be the case, the cost of putting them in good order may be retained.

The same applies to any item that has been broken, lost or damaged during the stay which will be invoiced or must be replaced by you.

The sum of €60 will be retained from the deposit if the rented premises are not returned in a normal state of cleanliness.

Should you leave outside normal hours and if the rented premises are returned in good order, the guarantee deposit will be set by post as soon as possible.

## CAPACITY

For reasons of safety and insurance, it is forbidden to exceed the number of occupants covered by the accommodation. The campsite manager will not accept any person over and above the planned capacity.

The person making the reservation must be aged 18 years or over, be legally competent to enter into a contract in accordance with the present General Conditions and guarantees the veracity and precision of the information.

## GENERALITIES

Any possible claim concerning the non-compliance of the services in relation to the contractual undertakings must be indicated either in writing to the manager before the end of the stay and confirmed in a letter addressed to HOMAIR Vacances within 20 days of the end of the stay:

- Or by recorded delivery letter with acknowledgement of receipt to the following address:

HOMAIR Vacances, Immeuble le Derby, 570 Avenue du Club Hippique, 13097 AIX EN PROVENCE Cedex 2

- Or by fax to the following number: 04 42 95 03 63

After the 20-day period, no claim shall be taken into consideration.

## AT ANY EVENT, THE RESPONSIBILITY OF HOMAIR FOR WHATEVER REASON SHALL BE LIMITED TO AN AMOUNT EQUAL TO 20% OF THE COST OF THE STAY.

- **Pets:** Only dogs will be accepted (on condition that the camping site reception allows them). In all cases, **only one dog is permitted per rental premises.** The additional cost to be paid varies according to the camp site and must be settled on the spot upon arrival.

- Mobile homes are allocated by HOMAIR Vacances on the basis of their availability.

The indication of the level of comfort allocated to the camp sites shown in the description which can be consulted in the catalogue represents a classification established in reference to the local standards in the country in question, and may differ from French standards but is supplied as an indication only.

- Access to the accommodation may be refused if customers exhibit disruptive behaviour that is contrary to the calm and serenity prevailing at the camp site.

## LIABILITY

- The Customer shall be the sole responsible contact person in respect of HOMAIR Vacances, especially as regards financial liability and more especially in the case of the total or partial cancellation of the stay.

- HOMAIR Vacances shall not be held liable in the case of amendment, cancellation or other events attributable to cases of force majeure, action by the customer or action by a third party who is foreign to the supply of services.

- HOMAIR Vacances shall not be held liable for failure to make the reservation in a case of force majeure, disruption or total or partial strike, especially of the postal services and means of transport and/or communications. You hereby declare that you are familiar with the characteristics and limitations of the Internet, in particular its technical performances, response time for consulting, interrogating or transferring data and the risks linked to the safety of communications.

- HOMAIR Vacances shall not accept any claim or any reimbursement concerning any failure to perform or poor performance of the service supplied to you, for which either the Customer or a third party foreign to the service is responsible, or in a case of force majeure.

Unless there is a legal provision to the contrary, HOMAIR Vacances shall not be held liable for any fault by a third party and in particular by one of its Partners.

## APPLICABLE LAW - DISPUTES

The parties agree that this contract is subject to French law. In case of a dispute concerning the interpretation and/or execution of the clauses thereof, the Courts of Aix en Provence shall have sole jurisdiction.

## PROTECTION OF PERSONAL DATA

The information that you are communicating to us on the occasion of your order shall not be transmitted to any third party. This information shall be considered by the HOMAIR Vacances company as confidential and shall be used solely by the internal departments of the Homair company for processing your order and to reinforce and personalise communications and the offer of services reserved for customers of the HOMAIR Vacances company on the basis of your focuses of interest.

Under the law of computing and freedoms of 6 January, 1978, you have the right of access, rectification, and opposition to personal data that concern you. For this purpose, it is sufficient to request this by letter to the following address, indicating your surname, first name and address:

HOMAIR Vacances  
570 Avenue du Club Hippique, "Immeuble le Derby"  
13097 AIX EN PROVENCE Cedex 2.

Declaration to the CNIL - n°1071348

## RENTAL ONLY

1-Surname ..... Name ..... Date of birth ..... / ..... / .....  
 Address .....  
 Post Code ..... Town ..... Country .....  
 Home tel. n° ..... Work tel. n° ..... Fax .....  
 Mobile phone ..... E-mail .....

### CHOICE OF THE SITE

### ARRIVAL DATE

### DEPARTURE DATE

..... / ..... /08  
 Between 15 pm and 19 pm

..... / ..... /08  
 Between 8 am and 10 am

### FAMILY MEMBERS (compulsory)

Surname	Name	Date of birth
2 .....	.....	..... / ..... / .....
3 .....	.....	..... / ..... / .....
4 .....	.....	..... / ..... / .....
5 .....	.....	..... / ..... / .....
6 .....	.....	..... / ..... / .....

### CALCULATION OF THE COST OF THE STAY

Nber of nights..... X ..... € = ..... €  
 Nber of nights..... X ..... € = ..... €  
 Nber of nights..... X ..... € = ..... €  
 Nber of nights..... X ..... € = ..... €  
**Total (A)** ..... €

### TYPE OF ACCOMMODATION

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> MH Alizée 4/6 p  | <input type="checkbox"/> MH Full Moon 4/5 p  | <input type="checkbox"/> Bungalow 4 p          |
| <input type="checkbox"/> MH Riviera 4/6 p | <input type="checkbox"/> MH Loisir 4 p       | <input type="checkbox"/> Bengali 4 p           |
| <input type="checkbox"/> MH Bora 6 p      | <input type="checkbox"/> MH Honey Moon 2/3 p | <input type="checkbox"/> Chalet Levant Luxe 6p |
| <input type="checkbox"/> MH Cottage 4/6 p | <input type="checkbox"/> MH Evasion 2/3 p    | <input type="checkbox"/> Chalet Levant 6p      |
| <input type="checkbox"/> MH Mistral 4/6 p | <input type="checkbox"/> Tente 6 p           | <input type="checkbox"/> Chalet Autant 5 p     |
| <input type="checkbox"/> MH Mistral 4/5 p | <input type="checkbox"/> Pagan 5 p           | <input type="checkbox"/> Chalet Ponant 4 p     |
| <input type="checkbox"/> MH Pacific 4 p   | <input type="checkbox"/> Estivale 4 p        |  |

### PAYMENT UPON BOOKING

Deposit..... % of the price ..... €  
 + Booking fee (B) { in few times (C): ..... 25 €  
 { in one time : ..... 10 €  
 + Cancellation cover : Nber of Night..... x 2,5 € = ..... €  
 or with interruption of stay: Nber of Night..... x 3,5 € = ..... €  
 (optional)  
 Baby hit hire : Nber of night..... x 4 € = ..... €  
**Total to be paid upon booking (D)** ..... €

### MEANS OF PAYMENT

- Credit card       Bank transfer (E)

(A) The booking department will calculate the net cost of your stay, this amount does not include taxes and fees to be paid upon arrival at the site. - (B) Amount due once per booking season. - (C) Reduced booking fee applies only for stays over 3 nights. - (D) The booking will be effective upon receipt of this form signed and sent with your payment. - (E) Fortis Bank Belgium n° 001 413 7558 02 IBAN BE 320 014 1375 5802 BIC GEBABEBB

### PAYMENT BY CREDIT CARD

I authorize HOMAIR, within the legal authorisations concerning mail orders, to debit any amount concerning the payment  
 of the 1st installment  
 or  of the totality of the stay at the dates stipulated on the schedule  
 or  of the totality of the stay at the reservation

Credit card      Visa       Eurocard       Mastercard

..... \*  
 \* the 3 last N° on the back of your credit card

Expiry date  
 ..... / .....

Surname and name of holder:

Date and signature

### IMPORTANT

I declare that I have read Homair's terms of sale, prices and general conditions relevant to spring-summer 2008 and expressly accept them,  
 read and approved  
 On ..... / ..... / .....

Signature compulsory

### TO BE RETURNED TO:

**HOMAIR**  
 570, Avenue du Club Hippique  
 Immeuble "Le Derby"  
 13097 AIX-EN-PROVENCE CEDEX 02  
 Fax : (0033) (0)4 42 95 03 63