

# GENERAL SALES CONDITIONS 2023

The contracting party that is the company Siblu France SAS (hereinafter known as "**Siblu**") is:

- A simplified joint-stock company with a capital of 3,113,288 €,
- Whose headquarters is located at 10 avenue Léonard de Vinci, 33600PESSAC,
- Registered in the Bordeaux Commerce and Trade Register under nr. 321 737 736,
- SIRET n° 321 737 736 000 58,
- VAT n° FR 73 321 737 736,
- Contact details : talktous@siblu.ie – Phone number : 01 526 8658.

**These communication tools come with no specific costs.**

The client (hereinafter known as "**the Client**") is the person booking a holiday stay with **Siblu** in 2023, whether in an accommodation or on a camping pitch i.e. in a campsite located in France and operated by Siblu France or any other company of the **Siblu** group (hereinafter known as a "Siblu Village").

Prior to any stay booking, the Client declares the following:

- That they are acting in the interest of personal gain – activities which do not fall under the banner of their commercial, industrial, artisanal, liberal or agricultural activities.
- They have full legal capacity by which to act under these General Conditions of Sale

**The Client must carefully read the General Conditions of Sale 2023, which must be accepted prior to any booking of any stay with Siblu. The Client is advised to retain a copy of the currently valid version during any booking.**

The client is informed that any translation of the General Conditions of Sale 2023 into any language besides French can be provided to them by Siblu for its own and exclusive use. If the event of inconsistency or contradiction between the French version and the translation, the **French version shall prevail.**



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## 1 - PURPOSE

These General Conditions of Sale 2023 have the goal of establishing the terms and conditions under which a **Client can book a holiday stay with Siblu in 2023 in an holiday accommodation or on a camping pitch, in a Siblu Village located in France.**

## 2 - ACCEPTANCE OF THE TERMS OF THE CONTRACT



The contract shall not be recognised as entered into until **after the definitive acknowledgement by Siblu of the booking enacted by the Client, subject to the terms of article L121-11 of the Consumer Code.** The **invoice sent at the time of the payment of the deposit** shall reflect such acceptance on the part of Siblu.



**!** By exception, and as per article L121-11 of the Consumer Code, Siblu reserves the right to refuse a booking request for any legitimate reason, and in particular any which does not comply with these conditions, or with the offers made out in the brochure or on the Siblu website.

The Client declares that **they have fully understood the content of these** General Conditions of Sale 2023, which can also be accessed on the site [www.siblu.ie](http://www.siblu.ie).

Any request for a booking of a stay for the year 2023 by the Client with Siblu **implies unconditional acceptance of all these General Conditions of Sale 2023**, which shall prevail over the content of any other document unless otherwise agreed in writing, beforehand, by Siblu.

**If the Client does not agree with all or part of the General Conditions of Sale 2023, then they shall not be entitled to enact a stay booking request with Siblu.**

**All bookings shall be strictly personal to the Client.** As a consequence, the rights and obligations resulting from the General Conditions of Sale may not under any circumstances be ceded to third parties by the Client in any form or capacity.

## 3 - BOOKING TERMS



### 3.1 Booking terms

A booking request must be enacted by **made by a person who is 18 years or older, who is acting for personal gain and who has the appropriate legal capacity.** Minors can only stay in a Siblu Village if they are accompanied by an adult. If the person accompanying them is an adult other than their parents, they must have appropriate in loco parentis authorisation issued by the child's parents. The Siblu Village shall be entitled to demand copies of the same.

**!** **Reminder :** Siblu may not accept booking requests enacted by a group of minors. Such bookings must mention, throughout the full period of the stay, the presence of at least one adult with parental authority over such minors.

- A booking request must be carried out :
- With our booking teams, over the phone or at the Siblu Village;
  - On the website [www.siblu.ie](http://www.siblu.ie).

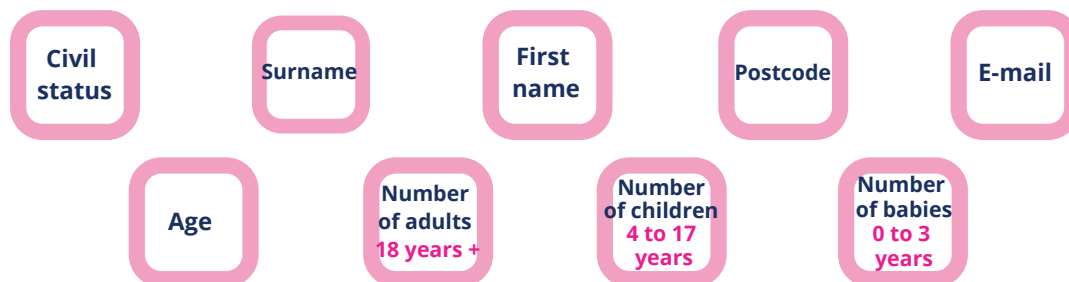


**For bookings which are made remotely (website, telephone), the Client will not benefit from any withdrawal period (art L. 221-28 12° of the Consumer Code).**

### 3.2 Obligatory information

The number of persons occupying a given accommodation **may not exceed the maximum allowed capacity**. This capacity quota will vary depending on the particular accommodation.

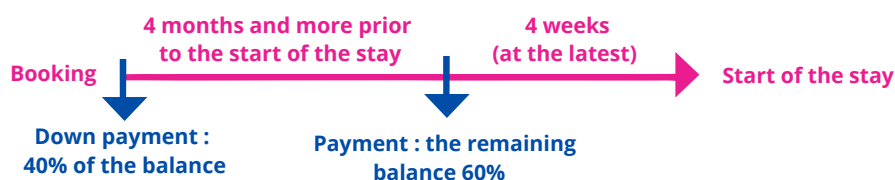
As with an individual, legal entities wishing to book a stay must refer to Siblu the following information in particular :



### 3.3 Payment terms

#### 3.3.1 Booking made more than 4 months (120 days) before the start of the stay

Any booking request made more than 4 months before the start of the stay must be accompanied by the payment of a deposit which is **equal to 40% of the amount due for said booking**. The remaining balance (60%) must be paid no later than 4 weeks prior to the start of the stay.



#### 3.3.2 Booking made between 4 months (120 days) and 4 weeks (28 days) before the start of the stay

Any booking request made between 4 months and 4 weeks before the start of the stay must be accompanied by the payment of a deposit which is **equal to 60% of the amount due for said booking**. The remaining balance (40%) must be paid no later than 4 weeks prior to the start of the stay.



#### 3.3.3 Booking made 4 weeks (28 days) or less prior to the start of the stay

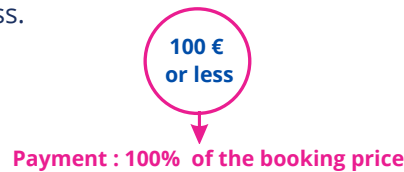
Any stay booking request made 4 weeks or less prior to the start of the stay shall call for the **immediate payment of all of the amount due for said booking**.



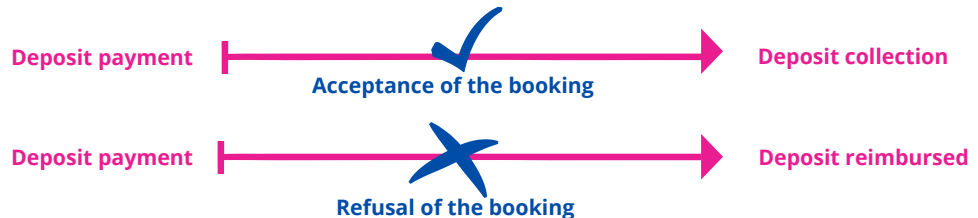


### 3.3.4 Obligatory provisions

NB: the Client must pay the full amount due for their stay at the time of the booking if the amount is 100€ (one hundred Euros) or less.



The Client's deposit shall not be processed until the booking request is accepted by Siblu. If no such acceptance is forthcoming for any legitimate reason (as per article L.121-11 of the Consumer Code), the deposit shall be refunded to the Client in full as soon as possible.



### 3.4 Resale - Exchange

A booking cannot be exchanged, nor resold, nor transferred to a third party, in any way.

### 3.5 Special requests

The Client acknowledges that a booking made is in line with their needs and expectations. However, during such a booking, the Client can put forth special requests. The Client shall commit to expressly informing Siblu, in writing, of any information of decisive importance in relation to the content of the contract (as per article 1112-1 of the Civil Code), and in particular any specific request related to their booking, so that their request can be taken into account.

**Even if Siblu devotes itself to giving such requests special attention, it cannot guarantee that it will satisfy them.** In addition, if a request has not been expressly accepted by Siblu, it must be considered as having been refused.

### 3.6 Booking of standard or specific accommodation

During their booking, and subject to availability, the Client has the choice between the following :

- A **standard accommodation whose location is not determined on the day of the booking** (according to one of the ranges offered).

The various ranges differ, in particular, depending on the size of the accommodation and its capacity (for more information on the different ranges, the Client can view the link <https://siblu.ie/choose-your-accommodation>).

The Client's definitive location will be attributed to them and communicated later, at the latest on the day of their arrival.

- A **specific accommodation chosen from what is available, against the payment of a supplement, the amount of which is established** based on the current price.

In the event that the accommodation chosen by the Client is no longer available after they have made their booking, the provisions of article 6.2 will apply. In the event of force majeure circumstances or any unforeseeable and insurmountable circumstances imposed by a third party, the provisions of article 14 shall apply.



### **3.7 Information and prices**



The updated prices are available on the website [www.siblu.ie](http://www.siblu.ie) or via a simple phonecall made to the following number : 01 526 8658. **Siblu cannot be held responsible for information not confirmed in writing after the definitive invoice has been sent.**

Except in the event of a booking made with an accommodation whose equipment has been expressly selected by the Client, the equipment of an accommodation may vary from one model to another, and from one Siblu Village to another. Certain models can be recategorised.

### **3.8 Publication of prices**

The **prices related to the booking of the stay include all taxes and match the rates valid on the day of the booking** by the Client. Prices can be changed without notice, including during the season. In any case, the Client shall **only be bound by the price in force at the time when he has made his booking.**

Siblu reserves the right to pass onto the Client any change to the VAT rate that may enter into force during the invoicing. Likewise, any tax or similar duty related to the enjoyment of the accommodation / the occupation of a camping pitch, and any rate hike, shall be borne by the Client and re-invoiced to them, even if Siblu is the legal debtor.

**Reminder : once a booking has been accepted by Siblu, the contract is fixed and definitive, and it can no longer be changed.** With this, even if the Client enjoys an offer which expressly guarantees them the "best price", **the Client may not then, on principle, take advantage of a better rate** (whether or not it is linked to a special offer) referred to them by Siblu for an accommodation which is identical or similar in nature in the same Siblu Village, during the same booking period (whether before or after their booking).

### **3.9 Price composition**

#### ***3.9.1 - The price fixed at the time of the booking includes exclusively the following :***

- the location of the accommodation place or the camping pitch;
- water and gas consumption (except in the case of camping-caravanning) and electricity;
- the Fun Pass for all persons acknowledged in a booked stay (in accordance with the booking made) allows, in particular, access to aquatic complexes and entertainment and sporting activities offered by the selected Siblu Village at no extra charge;
- registration with children's clubs (if there are any);
- any options subscribed during the booking;
- the "Freedom Guarantee".

#### ***3.9.2 - The price fixed at the time of the booking in particular does not include the following :***

- benefits or services other than those outlined in article 3.9.1 above;
- surcharges linked to optional paid activities;
- cleaning during and at the end of the stay;
- bed linen and toiletries;
- baby equipment;
- meals and drinks;
- the administrative fee of 15 euros.



**⚠ The tourist tax price is, on principle, not included in the payment amount. It is collected on behalf of the municipality or the local community.** However, depending on the Siblu Village selected by the Client, it may be possible to pay the price of the stay at the time of the payment of the booking price. Failing this, it must be paid on site on the day of arrival, before the accommodation keys are handed over.

### **3.10 Reduction code**

If the Client enjoys a "reduction code", it must be presented at the time of the payment of the booking, in the tab provided for this purpose. **Any presentation of it subsequent to the payment of the booking shall be null and void.**

### **3.11 Obvious pricing error**

During the formation of the contract or a booking request, **in the event that the Client books or would like to book a stay for which a given stated price is clearly incorrect** (in particular, as a result of a technical error), the price can be considered unrealistic compared to the real value of the stay, and Siblu may avail itself of the following:

- either a **legitimate reason** (as per article L121-11 of the Consumer Code) which allows them to **refuse** the made booking request ;
- or the **termination of the contract** as per the provisions of article 1169 of the Civil Code.

In all cases, Siblu shall commit to reimbursing the Client in full, including the deposit.

However, the Client will be able to ask Siblu to maintain the booking that they have made **subject to the condition of paying the balance that corresponds to the true price which should have been applied during the booking.**

An estimate of an obviously incorrect price shall be established bearing the following things in particular in mind:

- the reserved period (during the "low season" the prices are less expensive than they are in the "high season", which is the July/August period),
- the date on which the booking is made
- the localisation of the Siblu Village and its appeal,
- and acknowledgement of the fact that, generally, Siblu Villages are 4 star top of the line campsites (including swimming pools, children's clubs and entertainment)

### **⚠ Special case with cumulative discounts and/or special offers**

**It is stated that, except as expressly provided, discount offers on principle cannot be combined, neither with each other nor with special offers which the Client may enjoy.**

## 4 - PAYMENT METHODS



### 4.1 Renting accommodation

Following Siblu's definitive acceptance of the booking request, a definitive invoice featuring the date of the acceptance shall be immediately addressed to the Client by e-mail or by post on request. The invoice shall be addressed solely in the name of the Client after they have completed the booking, and it can in no way be established in the name of a third person.

**Payments will be made in Euros (€).** Invoice will be printed in English.

### 4.2 Renting a campsite spot

After the acceptance of the payment request, Siblu shall send a definitive invoice to the Client. The payment of the balance, equal to the contractually fixed price for the rental of the site minus the paid deposit, can be **paid no later than on the day of arrival. Payments will be made in Euros (€).** Invoices will be printed in English.

### 4.3 Default of payment

If the Client **fails to pay all of the remaining balance** within the fixed conditions stipulated above (articles 3.3, 4.1 and/or 4.2) Siblu reserves the right to consider that the **booking has been cancelled by the Client**, which will demand the application of the rules outlined in article 7.

### 4.4 Accepted payment methods

- **The settlement of the first payment of a booking can only be made by Bank Card** (Visa/Eurocard/Mastercard) or from a PayPal account.

The Client's bank card shall be debited directly after the payment, for the existing contractually owed amount at the time of the transaction, unless an installment payment option has been offered and accepted by the Client.

- **The settlement of the balance of the full booking amount can be made using the following methods:**

- Bank Card : Visa, Eurocard/Mastercard,
- PayPal,
- Bank cheque payable to « Siblu France SAS»,
- Traveller's Cheque : traveller's cheques must always be sent by recorded delivery letter with acknowledgement of receipt, to the following address : Siblu France, bookings office, 10 avenue Léonard de Vinci, 33600 PESSAC. They shall be valid at their face value until such time as the total amount of the booking has been paid, and it must be at the time of the payment of the balance at the latest.

## 5 - DURATION OF STAYS



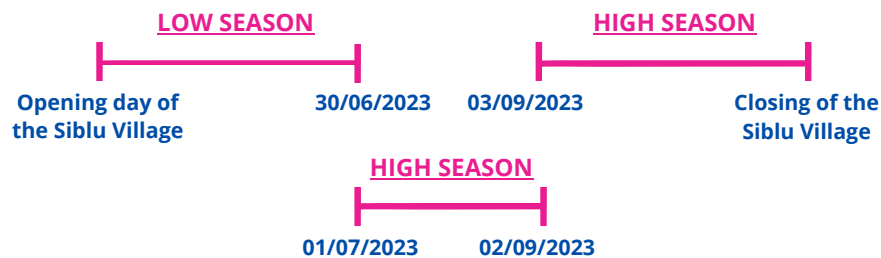
### 5.1 High season and low season

The low season is recognised as the following :

- between the opening day of a Siblu Village & 30/06/2023,
- & between 03/09/2023 until the closing of the Siblu Village.

The high season is recognised as between 01/07/2023 and 02/09/2023.





## 5.2 Minimum period

- **High season :** High season bookings must be for a **minimum duration period of 7 (seven) nights**, from Saturday to Saturday (OR from Sunday to Sunday depending on the villages in question)..
- **Low season :** With the exceptions listed in article 5.3, during the low season, bookings must be :
  - a **minimum duration period of 3 (three) nights** (not including special or promotional offers)
  - a **minimum duration period of 4 (four) nights** for stays whose arrival is scheduled for Monday

There is no minimum duration period for bookings for empty sites.

## 5.3 Specific minimum duration periods

**Any booking for a stay in a Siblu Village between 08/04/2023 and 06/05/2023 must have a minimum duration period of at least seven (7) nights, from Saturday to Saturday.**

For the Siblu Village "Les Viviers", bookings for 2 (two) nights are accepted during weekends in the low season (from Friday to Saturday, then from Saturday to Sunday exclusively).

For the Siblu Village "le Conguel", the minimum duration period is always 7 (seven) nights, whatever the time of the stay, whether it's the low season or the high season.

# 6 - BOOKING CHANGES AND FREEDOM GUARANTEE



## 6.1 Changes at the request of the Client

### 6.1.1 Change request dated more than 6 weeks prior to the date of the start of the stay

In principle, **once the booking request has been checked by Siblu, the contract is fixed and definitive, and it is no longer possible to change it.**

However, when making a booking with Siblu, the Client is granted the **Freedom Guarantee**, which grants them the right to **make a single booking change request at no additional cost - be it about the destination, date, type of accommodation or site**, subject to the following :

- that it be done **more than 6 weeks prior to the start of the stay**,
- that the **duration period of the stay not be reduced**,
- that what **Siblu is able to provide be duly considered** on the date of the change request.

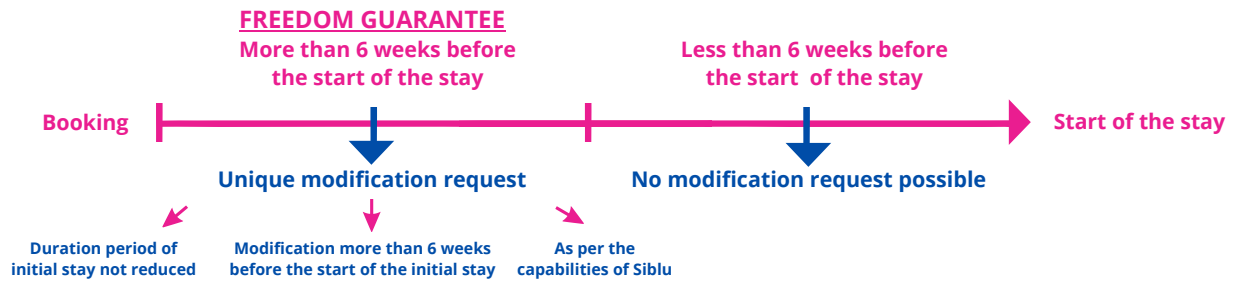
Any change request must be announced **by written mail** by the Client.

The changes shall not be acknowledged as accepted by Siblu until after the Client has been sent **a written confirmation** of any such change. For all **change requests in addition** to the one granted under the Freedom Guarantee, Siblu may look at the possibility of granting them in line with what it is available to provide and grant under them (if anything) in exchange for a **booking fee of 35 €** (thirty-five Euros).

**If the amount for the changed stay period should be elevated, the Client will be liable for the difference.**

### 6.1.2 Change request made less than 6 weeks prior to the start of the stay

Within the period of 6 weeks prior to the start date of the stay, the Client can no longer make any changes.



## 6.2 Changes to accommodation beyond the control of Siblu

In the event that Siblu is forced to change the accommodation for reasons beyond its control (e.g.: imperative accommodation maintenance for security reasons) prior to the start of the stay or the day of the Client's arrival, **Siblu shall commit to providing the Client with a justification and to offering them (subject to availability) a quality stay and similar or equivalent equipment.**

**The Client shall not be required to pay any supplement. Siblu shall commit to reimbursing the price difference to the Client** in the event that the substituted stay is of a lower value, along with any supplementary costs related to the choice of a particular leisure accommodation or camping pitch.

In the case of refusal, the Client will be entitled to cancel their booking free of charge, and Siblu shall undertake to reimburse all sums paid.

## 7 - CANCELLATION BY THE CLIENT



### 7.1 Procedure in the event of a cancellation by the Client

Every request for a booking termination must :

- Be in the form of a **written notification, by registered letter with acknowledgement of receipt**, sent to the following address: Siblu France, Bookings Office, 10 avenue Léonard de Vinci, 33600Pessac - France
- Be **received no later than the day before the scheduled date of the start of the stay.**

For the purpose of determining on what date the request for termination becomes effective, the postmark shall be definitive.

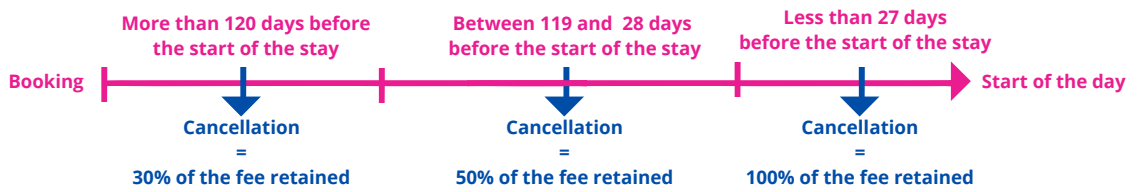
### 7.2 Cancellation during the rental period

**Any stay which has already started shall be fully due.** With this, a premature departure during the rental period cannot be grounds for reimbursement, whatever reason may be implied.

### 7.3 Cancellation of a holiday accommodation booking

- For a cancellation which is made **more than 120 days** before the start of the stay: Siblu shall retain an amount equivalent to **30% of the total booking amount.**
- For a cancellation which is made **between 119 days and 28 days** before the start of the stay: Siblu shall retain an amount equivalent to **50% of the total booking amount.**
- For a cancellation which is made **less than 27 days** before the start of the stay : Siblu shall **retain the full booking amount.**

**Siblu shall reimburse the Client via cheque or bank transfer.**



## 7.4 Cancellation of a booking of a place on a site

Siblu shall retain only the amount paid by the Client for the deposit, and waives any claim for compensation.

## 8 - CANCELLATION BY SIBLU

Outside of circumstances related to a force majeure event or any unforeseeable and insurmountable circumstances brought on by a third party (acknowledged as such as per the provisions of article 14), in the event that Siblu finds itself having to terminate a booking while being unable to offer the Client a similar or equivalent alternative solution for the period in question, it shall commit to offering the Client **(subject to availability) the choice between the following :**

- **another stay arrangement of equal length across another period of time,**
- **OR the return of all payments already made by the Client,** along with a compensation amount equal to the sum that the Client would have borne if they had made the cancellation (articles 7.3 and 7.4)

These provisions will not in any way preclude the conclusion of an amicable agreement the purpose of which is the Client's acceptance of an alternative stay offered by Siblu.

## 9 - GUARANTEE DEPOSITS



### 9.1 Amount of the guarantee deposit and operation

The Client shall commit to paying a guarantee deposit, in either of the following ways at their own choice :

- **directly with Siblu** on the day of arrival and before the handing over of the keys,
- by subscribing to the **SWIKLY service** (article 9.2)

In any case, the guarantee deposit paid by the Client will be a **total amount of 450€** (four hundred and fifty Euros), broken down as follows :

- **150€ (one hundred and fifty Euros), to cover cleaning costs or, if the accommodation is returned late, when leaving the premises (80€), in particular with regard to article 9.5**
- **300€ (three hundred Euros), to cover loss of items as outlined in the inventory or any material damage that occurs during the Client's stay which is in the amount of the value for the repairs or replacement of such items, in particular as per article 9.6**

All or part of the guarantee deposit may be retained by Siblu depending on the state of the accommodation when it is returned by the Client, and the particulars of the inspection reports carried out in the presence of both parties (if these have been drafted by the parties). In addition, **retention of the guarantee deposit shall not exclude any additional compensation in the event that the expenses are greater than this amount.**

If no inventory has been drawn up, with the Client making no bookings **expressly referred to Siblu in writing** (with the attachment of any useful document and, in particular, photos) **within 3 days of their arrival at the premises or via Swikly**, a situation of good condition shall be presumed as per the provisions of article 1731 of the Civil Code. With this it will be presumed that the Client has received the accommodation in a good condition, and must leave it in the same state when leaving the premises.

In the absence of an exit inventory, hinting at any possible damage (including cleaning fees or any missing items), Siblu shall commit to providing anything constituting proof which justifies withholding of the guarantee deposit (in particular: photos).

If the Client has paid their guarantee deposit by cheque, Siblu shall destroy it within the 15 days following the Client's departure, provided that Siblu has announced no defects in terms of cleaning, damage or loss.

## 9.2 Subscription to the SWIKLY service

To facilitate the Client's arrival at, and departure from the Siblu Village, Siblu has established an online service via its partner SWIKLY, which allows the Client to:

- make their guarantee deposit online
- view a digitised inventory of the premises at the time of arrival and the time of departure: in this regard, the Client must take good quality, legible photographs of the rented accommodation or camping site place at the time when they come to possess it and the time when they return it; accounting for, in particular, any item found to be damaged (a broken blind, a scratch on the floor, etc.), and referring any comments they consider appropriate.

The guarantee deposit will be managed by SWIKLY, a commercial partner of Siblu. The Client must acknowledge and accept all the conditions of subscription to the SWIKLY service, which can be viewed via the link [http://storage.swikly.com/docs/CGU SWIKLY EN.pdf](http://storage.swikly.com/docs/CGU_SWIKLY_EN.pdf).

**Subscription to the service is free** for the Client. However, during subscription to the service, the Client accepts that **SWIKLY will securely record the bank imprint of their bank card for a period of a maximum of 3 months**, for guarantee deposit management purposes. In this way, 30 days before their arrival, the Client will receive an e-mail referring them to SWIKLY, which will invite them to register their bank card.

The Client should then click on a link which contains the identifier for their booking, to :

- register their bank card on the secure site of SWIKLY
- authorise a debit on their bank card for the specified amount and for the specified period (at this stage, only an imprint of the bank card will be carried out)
- accept the conditions of service
- create a personal SWIKLY account

**The Client's bank card will not be debited during the registration. It will be debited only in the event of any damage, within the limit of the these general conditions, and provided that Siblu makes a valid collection request with SWIKLY.** The Client is informed that SWIKLY is responsible for verifying and monitoring collection requests.

For any questions regarding how SWIKLY operates, the Client can view the site : <https://support.swikly.com/en/support/home>

**The guarantee deposit may be retained by Siblu, in whole or in part, under these conditions.**

In the event of a lawsuit, SWIKLY may intervene at the request of the Client and/or Siblu. SWIKLY can be reached via the following contact details: SWIKLY,12 rue de la Barre, 69002 Lyon, FRANCE – [contact@swikly.com](mailto:contact@swikly.com)

To resolve any recourse with SWIKLY, when the Client arrives at the accommodation they shall commit to the following :

- to take good quality, legible photographs of the rented leisure accommodation or place at the point when it becomes theirs and at the point when it is returned, and retain them over the period of time necessary for the purpose of study of the complaint
- maintain records of all written exchanges with Siblu for the period of time necessary for the study of the complaint on the part of SWIKLY (e-mails, text messages, etc.)
- submit accurate and complete records to SWIKLY, no later than within the 7 days following any request issued by SWIKLY.

The Client declares that all supplied records are accurate and complete.



Reminder: if no booking has been made by the client, with no photographs of any defects, the accommodation or site location shall be **presumed by Siblu to have been returned to the Client in good condition.**

The Client is informed that they remain free to exercise any form of recourse directly with Siblu, and vis-à-vis the mediator SAS Médiation Solution, as per the conditions outlined in article 17.3. All of the general usage conditions of SWIKLY can be viewed on the site [www.swikly.com](http://www.swikly.com)

**If there is no subscription to the SWIKLY service, the 450€ sum shall be returned at the end of the stay following a check that the leisure accommodation and/or place is in a suitable state. As indicated above, it may be able to be retained by Siblu, in whole or in part, pursuant to the conditions hereby.** If there is no such check forthcoming at the time of the departure of the Client (e.g. a departure which is very early or late in the day), Siblu shall reserve the right to keep the guarantee deposit and return it within a week depending on the state of the leisure accommodation.

### 9.3 Client's obligations

The Client shall commit to occupying and using in a reasonable manner the accommodation and its equipment and/or the place rented to them, and to returning them in a proper state when leaving them at the end of their stay.

At the end of their stay, the Client **must** do the following :

- ✓ Empty the refrigerator – not leave any food behind
- ✓ Ventilate the mobile home
- ✓ Wash the dishes and put them in the cupboards
- ✓ Empty the bins
- ✓ Be sure to leave the area clean
- ✓ Clean the kitchen and the equipment in it
- ✓ Put toiletries sheets/towels in the designated bag and put it on the terrace

In addition, **unless they have subscribed to the "end-of-stay cleaning" option**, the Client must sweep and clean the floors, and clean the bathroom, the shower, the windows (if there are significant marks or traces), the WC facilities, the refrigerator and the microwave, as well as the garden area and the barbecue.

### 9.4 Subscription to the "end-of-stay cleaning" option

**⚠** By subscribing to the "end of stay cleaning" option, the Client is relieved of the obligation to clean floors, and to clean the bathroom, the shower, the windows, the WC facilities, the refrigerator and the microwave, as well as the garden area and the barbecue. **This obligation shall be borne by Siblu.**

If the Client wishes to subscribe to it, this option shall be invoiced **at the rate of 130€ for each booking made before the start of the stay.**

**During their stay**, the Client can continue to subscribe to it by referring to the reception of the Siblu Village in question **a maximum of 48 hours prior to the end of the stay.** With this, said option shall be invoiced at **a price of 155€**, taking into account the organisational repercussions for the Siblu Village, in particular with regard to necessary personnel resources.





### 9.5 Deductions from the share of a guarantee deposit valued at 150 €

The share of the guarantee deposit (in the amount of 150€), paid as per article 9.1 of these conditions, shall be counted as per the following table in the event that the cleaning expectations are not fulfilled :

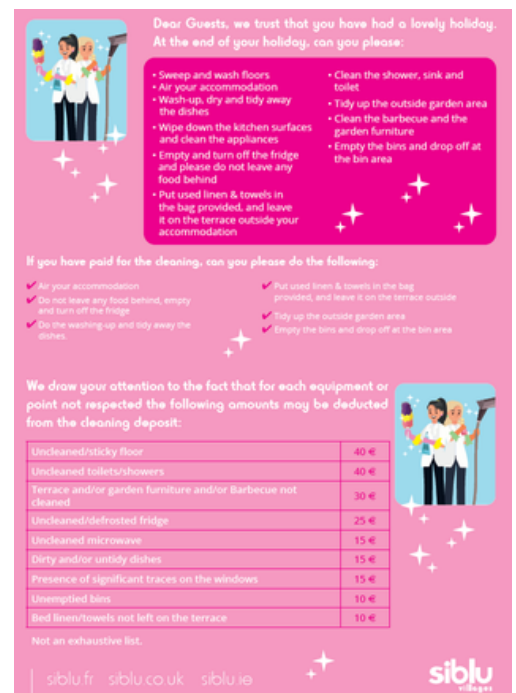
Uncleaned/sticky floor	40 €
Uncleaned toilets/showers	40 €
Terrace and/or garden furniture and/or Barbecue not cleaned	30 €
Uncleaned/defrosted fridge	25 €
Uncleaned microwave	15 €
Dirty and/or untidy dishes	15 €
Presence of significant traces on the windows	15 €
Unemptied bins	10 €
Bed linen/towels not left on the terrace	10 €
Not an exhaustive list.	

However, the Client shall be exempt from amounts due for services paid for by Siblu within the framework of the "end of stay cleaning" option, provided that they have subscribed to it.

All housekeeping and cleanliness deficiencies not listed in the table above shall be deducted from the guarantee deposit, up to **a lump sum of 20 Euros per deficiency.**

In addition, **if the accommodation has not been vacated by 9am on the day of departure, a lump sum of 80 Euros can be withheld by Siblu on the guarantee deposit.**

**There are reminder posters available to the Client in each accommodation**



### 9.6 Deductions from the share of a guarantee deposit valued at 300€

Siblu may retain all or part of the sum of 300€ paid by the Client for the purpose of ensuring the replacement of any item listed in the inventory which is available to them when they arrive at the accommodation, or the material damage that occurs during the stay of the Client.

The amount deducted from the guarantee deposit shall be established by Siblu as follows:

- for material damage: at the value of the repairs, or replacement if repairs are impossible
- for inventory items that are lost or damaged: at the value of the item in question, according to a fee schedule drafted yearly by Siblu, accessible to the Client upon simple request.

## 10 - ARRIVALS – DEPARTURES



### 10.1 Arrival and departure times

Accommodation is available from 5pm on the day the Client arrives, and they must always be vacated before 9am (at the latest) on the day of departure.



The camping pitch shall be available from 2pm onward on the day the Client arrives, and they must always be freed before noon on the day of the Client's departure.



### 10.2 Arrival and departure times – forbearance

Siblu shall accept arrivals as provided for in article 10.1 up until the day following the scheduled arrival date listed in the booking form, up to 9am. If the Client wishes to arrive later than this time, then they will be expected to inform the Siblu Village or the booking office.

**In the event that this time elapses without Siblu having been duly informed, the booking shall be considered cancelled by the Client, and no reimbursement can be awarded as a result of the same** (cf. article 7).

### 10.3 Times and motorised vehicle access

As a matter of principle, **only one car is authorised for each site.**

Access to accommodation in a motorised vehicle is only authorised up until 22:00 in certain Siblu Villages. After this time, access may be limited, in which case the Client will be required to park their vehicle outside the Siblu Village or in the entrance car park if there is one.

## 11 - LOW SEASON

The Client is informed that certain facilities, fittings, services or entertainment arrangements are accessible only in the high season. The services of Siblu, and in particular the sports and leisure equipment and common facilities, shall be available during the opening hours displayed at the welcome office of the Siblu Village.

For every booking made during the low season, Siblu advises the Client to make enquiries with an advisor during their booking.

## 12 - ADAPTED MOBILE HOMES / REDUCED MOBILITY PERSONS



The majority of Siblu Villages offer **adapted mobile homes for reduced mobility persons.** Nevertheless, certain persons will still require the assistance of a person with no handicaps in their accommodation.

**Before making a booking, the Client is strongly advised to contact Siblu.**

## 13 - CONTRACTUAL RESPONSIBILITY OF THE CLIENT



The Client undertakes to do / be responsible for the following:

- to observe the terms of the Rules of Procedure and the specific Regulations, such that the Client declares to be familiar with, and ensure that persons in their company, and their visitors, also observe them,
- the damages resulting from any violation of these General Terms and Conditions, the Rules of Procedure or specific Regulations caused by himself / herself, or any such violation on the part of persons in his / her company or visiting persons.

As a determining condition for Siblu, the Client must ensure **an absolute respect of the rules of procedure concerning the quality of life of other residents, and make sure that they never engage in violent behaviour, nor utter any language of an abusive, defamatory, derogatory, racist or threatening nature directed against other clients or Siblu personnel.**

If a stay needed to be interrupted on account of failure to observe these provisions as per the provisions of article 15, Siblu shall not be held liable for any reimbursement (whole or partial), nor for any compensation of any kind.

Siblu Villages come with a posted set of rules of procedure which is available at reception, as well as with the team at the Village.

Access to swimming pools is subject to the rules of procedure on pool safety. Clients, and those accompanying them, will be required to wear a bracelet or to present a Fun Pass at the entrance, and there may be a minimum height requirement for accessing the water slides.

The Client shall commit **to occupying and using the rented accommodation / site in a reasonable fashion**, along with communal areas and facilities, and also to leaving their accommodation / site in a **suitable state when they leave it at the end of their stay.**

In addition, the Client shall commit never to compromise the security of the Siblu Village or the people in it.

## 14 - RESPONSIBILITIES OF SIBLU



### 14.1 Force majeure

The services provided at the Village by Siblu as per these General Conditions of Sale may be affected by *force majeure* events likely to threaten the ability to maintain the security of clients in a Siblu Village or which may threaten Siblu itself.

In the event of the occurrence of a *force majeure* event, Siblu cannot be held responsible for the consequences that result from it, such as (in particular) the temporary or long-term closure of facilities, fluid supply disruptions or the abolition of services, in particular in cases where the measures decided by Siblu are dictated in the interest of maintaining the security of clients and users of the Village. Climate disasters / disturbances in particular shall be acknowledged as *force majeure* events.

Decisions and injunctions on the part of public authorities under these General Conditions of Sale, shall have the same consequences as *force majeure* incidents as outlined above.

### 14.2 Personal belongings

Siblu shall under no circumstances be required to accept responsibility for observation of personal belongings within the confines of its Villages.



### 14.3 Limitation of the responsibilities of Siblu

**Siblu's responsibilities outside of its legal responsibilities shall not apply in the case of:**

- Theft, loss, damage or degradation of / to personal belongings of any kind, whether during or following a stay, within the limits of Siblu's general monitoring obligation
- Breakdown or decommissioning of technical equipment for reasons beyond the control of Siblu (in particular, in instances where maintenance is essential)
- Specific measures undertaken by Siblu in order to limit access to certain facilities, including changing rooms and swimming pools, where these have become necessary in the interest of complying with safety standards or periodic maintenance work
- Damage caused or suffered by clients' vehicles owing to the environment in which they park and move about within the Villages, even in the event that they have been expressly authorised to enter. With this, the Client is informed that Siblu Villages are located in places which benefit from the sun, forests and / or lakes; places which will possibly feature natural hazards (pines, sap, salt spray etc.).
- Changes to the entertainment programme or the programme of offered activities;
- Temporary closure of facilities for reasons beyond the control of Siblu;
- Any service delivered by a third party, said party being solely responsible for its own services
- An unforeseeable and insurmountable act on the part of a foreign third party which affects the provision of the services delivered by Siblu, and which has made it impossible to provide them, or thanks to which they can be provided only poorly
- Non-execution or poor execution of this contract owing to a fault of the Client

## 15 - STATUTORY TERMINATION



**In the event that any of the Parties fails to respect any one of their contractual obligations, the other Party shall, if it suits them, be entitled to proceed with the automatic, immediate and ex officio termination of this contract** via the simple issuance of a registered letter with acknowledgement of receipt, or via a hand-delivered letter in the event that the breach(es) are observed during the stay.

In the event that non-performance is susceptible to remedy (except in the case of an emergency as per the conditions of article 1226 of the Civil Code, or serious misconduct), such a registered letter shall serve as **a formal notice for complete remedy of non-performance within a maximum period of 15 days** (or within a reasonable deadline in the event that the breach(es) is / are observed during the stay). **If no complete remedy has been provided by the end of the deadline, the resolution will be automatically acquired, with no need for a new notification.**

Such a formal notice as outlined above must **outline the breach(es) which it is expected to remedy, with reproduction of the entirety of this termination clause and an expression of the desire to apply it.**

In the event of termination of the Contract, the Client cannot claim any reimbursement or compensation.

## 16 - CLIENT'S IMAGE



### 16.1 Transfer of rights related to the Client's image

During their stay, **the Client, the persons accompanying them, and their visitors, may be photographed by Siblu.** In this regard, the Client shall grant Siblu, at no charge, the right to set up, reproduce, represent, adapt and / or copy photos on all types of media, whether they are known or unknown at the time of writing, and in particular in hard copy format i.e. on paper (such as brochures or posters), digital or electronic media (by mailing, on any website and / or social media network) and, more broadly, on any network and with any digital service which allows for the



transmission and communication of images to the public, such as broadcasting or telecommunications networks, in all formats and by all means and processes, whether they are known or unknown at the time of writing.

### **16.2 Fun Pass – Club Fun access monitoring**

Depending on the Siblu Village where a stay is taking place, a photo may be requested of the Client, in order to control regularity of access to Club Fun. The **Client expressly authorises**, on the behalf of both himself / herself and persons accompanying them, **that this may be done by Siblu and / or by a duly authorised subcontractor only. Such a photo may be preserved only for the duration period of the stay.**

## **17 - COMPLAINTS - MEDIATION**



### **17.1 Resolution**

In the event of a problem or anomaly during the course of a stay, the Client must, without delay, refer it to the direction of the Siblu Village in question, who shall be expected to do everything to meet their expectations as best as possible.

### **17.2 Client Relations Office**

If, despite Siblu's on-site efforts, the Client wishes to register a complaint, they must send a letter to the following address as promptly as possible: Siblu France, Holiday Client Relations Office, 10 avenue Léonard de Vinci, 33600 Pessac – France, or by e-mail to the address **talktous@siblu.ie**, specifying the following :

- The name of the person who made the booking
- The booking number
- The place and dates of the stay
- The type of mobile home or the site number

The Client is invited to attach any and all pieces of evidence which will allow for reduction of the complaint processing period (certificate issued by the site, hospitalisation report, invoices, etc.).

### **17.3 Mediation**

In the event of a lawsuit, and after Siblu's Holiday Clients Relations Office has been consulted, the Client may appoint a consumer mediator, within a maximum period of one year following the date of their written complaint made to Siblu (which must be in a registered letter with acknowledgement of receipt).

The co-ordinates of the mediator that can be appointed by the Client are as follows: SAS Médiation Solution

Referral via the internet by filling in the designated form: : **www.sasmediationsolution-conso.fr**

Referral by e-mail : **contact@sasmediationsolution-conso.fr**

Referral by post : **SAS Médiation Solution - 222 chemin de la bergerie, 01800 SAINT JEAN DE NIOST**

Telephone : **08 99 49 31 75**

## **18 - PROTECTION OF YOUR DATA**



All data of a personal nature that is requested when signing this contract, shall be **processed by Siblu**. Depending on the categories of the data in question, it shall be collected by Siblu **on the basis of this contract, a legal obligation, the consent of the Client or even the legitimate interests of Siblu**.



This data will be essential as far as the conclusion and the execution of this contract are concerned; this includes for the purposes of managing the Client's booking. In addition, this data shall be processed by Siblu for the purposes of general accounting (and auxiliary accounting) that may be associated with it, along with all operations in the domain of client management, the delivery of satisfaction surveys and customer studies (it must be noted that the Client can oppose these free of charge, with no need to provide a reason, via a simple request made to Siblu), the establishment of anonymised statistics, the management of any loyalty programme, the organisation of contests or any promotional operation, the management of requests to exercise IT-related rights and freedoms (right of access, rectification, opposition, etc.), the management of unpaid bills and disputes, the management of complaints, and the management of after-sales services.

**Commercial prospecting :** On the basis of the consent of the Client, unless the Client refuses it during the booking of their stay, Siblu will be likely to send messages of a commercial nature for similar products and services provided by Siblu itself (including, in particular, holiday stays, the purchase of a mobile home or a year-round pitch rental), with the Client at all times having the right to oppose the same at no charge, by simply getting in contact with Siblu. At the same time, at the time when their telephone number is collected: provided that the Client does not refuse it, they shall be informed that they can receive Siblu offers over the phone or by SMS.

For more information regarding the handling of their personal data, the Client can refer to the Transparency Policy of Siblu available at the Siblu Village in question, or on the website [www.siblu.ie](http://www.siblu.ie) where it is accessible via the link <https://siblu.ie/your-data-protection-rights>, or they can obtain a copy of it via a simple request sent to [dpo@siblu.fr](mailto:dpo@siblu.fr).

In any case, the Client has the following rights :

- **The right to access** their personal data included in Siblu's database,
- **The right to correct or delete** their data, bearing in mind that this right can be restricted in line with Siblu's contractual and/or legal obligations
- **The right to limit** the processing of their personal data in cases provided for by the relevant regulations and in particular article 18 of the General Data Protection Regulation,
- **The right of portability** of their data
- **The right to oppose** the collection and processing of their data for legitimate reasons, including (in particular) **the use of one's data for Siblu's commercial prospecting aims** (over the phone, or by SMS or email)
- **The right to prevent being a subject in automated decisions** with legal consequences which will concern them or affect them in a significant way
- **The right to define the fate of their data after they have died**

The Client can **exercise these rights at no charge**, by sending a request for the attention of the Data Protection Officer, to the address included in the page header of this contract or to the address [dpo@siblu.fr](mailto:dpo@siblu.fr) (for all requests other than ones related to the protection of personal data, the Client should get in touch with their custom contact person in the Village or contact [talktous@siblu.ie](mailto:talktous@siblu.ie)).

The Client also has the **right to submit a complaint with the Commission Nationale Informatiques et Libertés (CNIL)**, headquarters at 3 Place de Fontenoy – TSA 80715 - 75334 PARISCEDEX 07. Telephone: 01 53 73 22 22.

Naturally, Siblu will be available for them in the event of any kind of difficulty, to help them arrive at an amicable solution.

## 19 - APPLICABLE LAW



Any lawsuit emerging between the Client and Siblu regarding the interpretation or the execution of these General Conditions of Sale shall be **subject to French law** (unless otherwise stipulated, as arising from EC Regulation n°593/2008 dated 17 June 2008 on the applicable law with contractual regulations (Rome I)).



## REMINDER : SOME SPECIFIC POINTS



- **Air conditioning** : One option with some accommodation models is that you can lower the temperature **by a maximum of 8°C**.
- **Swimming pools** : it is forbidden to wear T-shirts in our swimming pools; buoys and water games are also forbidden. Kinds of swimwear allowed shall be **determined by the management of each individual Siblu Village**. For more information, view the provided information for aquatic areas on the webpage of the relevant Siblu Village on [www.siblu.ie](http://www.siblu.ie) or over the phone.
- **Non-smoking** : Mobile homes are non-smoking
- **Children's clubs** : children's clubs are not daycare centres. Parents must :
  - be physically present at the Bubbles space,
  - remain present at the Siblu Village and be reachable at any time i.e. the Pirates, Barracudas and Ados clubs.

For security reasons, and in order that all children may be monitored under proper conditions, the children's Club may find itself compelled to refuse to admit your child if there is a lot of children present.
- **Pets** : By principle, **pets are forbidden**. However, Siblu may **authorise the presence of a dog for a particular Client under the following conditions** :
  - The Client has made a booking with a Siblu Village and for an accommodation on which dogs are accepted, and has received an express confirmation from Siblu
  - The Client must pay a supplement of 6€ per night and per accommodation place (max. two dogs per accommodation)
  - Dogs of category 1 and 2 are not permitted
  - Dogs must be kept on a leash in the Siblu Village and they must be monitored by the Client at all times
  - The Client must immediately gather up all excrement of their dog
  - The dog must be tattooed or chipped
  - The Client must present an up-to-date vaccination card at the time of their arrival
  - The Client must respect the provisions of the rules of procedure applicable with pets.

In any case, any animal admitted on the premises may be prohibited by Siblu in the event of **hostile or dangerous behaviour and / or if there are any neighbourhood complaints or disturbances concerning them**.

