

# GENERAL TERMS AND CONDITIONS 2021

In order to benefit from our services, we kindly ask you to carefully read the general terms and conditions below.

Every guest recognizes to be able to contract, meaning having 18 years old or more and not being under tutelage or trusteeship. The reservation implies the full acceptance of the current conditions without any reserve.

These conditions are applicable to every sale contracted with the Hotel Cap Pirate, Chemin des Dunes, 34300 Agde. They are subject to modifications at any time and the applicable conditions will be the one in force at the time of the booking.

The buyer recognizes to be perfectly informed about the fact that his agreement concerning the contents of the present general terms of sale, does not require handwritten or electronic signature of this document of this conditions.

## BOOKING CONDITIONS

The customer recognizes to have acquainted with the contents of the services, with the destination and with the booking modalities, with all the characteristics of the stay and suites. He recognizes to have requested and obtained all the necessary information to make the booking with full knowledge the conditions. The customer is responsible for his choice of reservation and for the adequacy to his needs, so that the responsibility of Cap Pirates cannot be looked.

### 1. The booking

**The reservation becomes effective only with the agreement of the hotel and after receiving the deposit of the total amount for the**

**Passed this period and if we have not received any information from you, your booking demand will be cancelled and the facilities reserved will be released to sale.**

The hotel Cap Pirate reserves the right to accept or refuse, depending on availability, and all circumstances likely to affect your booking.

You can neither sublet on no account nor transfer your reservation without the prior consent of the hotel Cap Pirate.

Minors must be accompanied by their parents or legal guardians.

The direction reserves the right to change the assigned number of suite and cannot guarantee the preferences.

### 2. Prices and tourist tax

The rates for all of our stays, suites and secondary sale services are available on our website. Rates are valid for the season 2021. They are for one night, applicable in euros and including all taxes except for the tourists taxes determined by the city, 2.53€/night/person + 18yo and applicable per adult (18 yrs old).

### 3. Booking fees

Booking fees are offered.

### 4. Cancellation and modifications

The cancellation conditions are as follows: "possibility of postponing the stay in the form of a credit note for the amount of the initial reservation, to be used over the following 18 months. If the "replacement" holiday was of a higher value than the original holiday, the customer will have to pay the difference. If the "replacement" stay had a lower value than the initial reservation, the residual value could be used by the client for additional hotel entertainment services (escape game, treasure hunt, etc.) and/or additional services at check-in (florist, drinks, amenities, etc.)

In case of a positive case of Covid-19 or in case of hospitalisation between D-12 before arrival and D-day of arrival, the cancellation conditions apply for the client having chosen the flexible rate, if he/she presents a written proof of health until D-2 before arrival.

If the government proclaims a lockdown in the guest's place of residence during the period of stay, the cancellation conditions apply for guests on the NANR and flex rates on days when the dates of stay intersect with the lockdown dates.

If the hotel cap pirate were to be closed under seal by the prefect's manu militari closure during the periods of the client's stay, the latter would automatically be reimbursed for the sums paid (at the NANR rate or the flexible rate)

Translated with [www.DeepL.com/Translator](http://www.DeepL.com/Translator) (free version)

### 4.1 Unused services

Any interrupted or abbreviated stay (late arrival, early departure) by you, can not give the right to refund, even partial.

### 4.2 Replate

In case of unavailability of Cap Pirate's Hotel or in case of force majeure, the hotel reserves the possibility of having the client fully or partially lodged in a hotel of equivalent or higher category, offering same services. The transfer will be the responsibility of the hotel owner who cannot be sought in payment of any additional compensation.

## CHECK - IN

The suite can be occupied from 4PM. The day of arrival each occupant shall provide the hotel with an identity document (passport, or European ID). For children who do not have ID, a photocopy of the family book or passport, where the name and surname of children appears, will be requested.

## DURING YOUR STAY

### 1. Losses, theft, damage

**The hotel Cap Pirate declines any liability or responsibility for theft, fire, bad weather and incidents, the customer liability is the one to be engaged.**

All accommodations are equipped with a safe, we invite the customers to use them.

The customer will be responsible for any damage or incidents happening due to the customer or occupants actions. This responsibility is applicable to the premises, furniture, decoration belonging to the hotel or not. Therefore, the hotel can ask the customer to leave the premises without any refund or further notice and to repay the damages caused.

**All common areas and suite are non-smoking zones. Any violation of this rule will result in a 450.00€ fine per stay for the cleaning service and deodorizing.**

### 2. Pets

Pets are forbidden in suites, on the beach, around swimming pools and within the hotel premises.

**Any violation of this rule will result in a 250.00€ fine per day.**

## CHECK-OUT

The suite must be freed before noon.

**For any delayed departure and until 6PM 50% of the following night will be charged, Passed this period the full night will have to be paid. Nevertheless, this modalities do not confer you the right to stay an extra night without consent of the hotel.**

All departures between 1 am and 8 am must be reported 24 hours before at the reception.

## IMAGE

You hereby authorise the Hotel Cap Pirate, as well as any person operating on their behalf, to photograph record, or film you during your stay, and to use said images, sounds, videos and recordings on all media (in particular on the sites or Internet pages cap-pirate.com - including Facebook, on presentation and promotional materials, and on travel or tourist guides). This authorisation is valid for you as well as for people staying with you. Its sole purpose is to promote and animate the hotel and in no way harm your reputation. This authorisation is granted free of charge, for all countries and for a period of five years.

## LITIGATION

Any possible complaint concerning the non-conformity of the services with the contractual commitments can be reported:

By mail, to the attention of Customer Service, Chemin du camping -34300 Agde

By e-mail at [info@cap-pirate.com](mailto:info@cap-pirate.com)

If the answer does not satisfy you, this is a government link : <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR>

## LIABILITY

Customers expressly acknowledge that hotel cannot be held responsible for any false information communicated by its partners or any third-party that would be mentioned in the brochure or the website of the hotel concerning the host sites, including presentation photos,

descriptions, activities, hobbies, services and dates of operation.

All photos and texts used in the brochure or on the website of the the Hotel Cap Pirate have no contractual nature and are merely indicative. It may happen that certain activities and facilities offered the Hotel Cap Pirate and indicated in the brochure are cancelled, especially for weather-related reasons, or in case of force majeure as defined by the French courts .

## DATA PROTECTION

The information that you communicate to us in connection with your order will not be transmitted to any third party. This information will be considered as strictly confidential by the Hotel Cap Pirate. They will be used only by the internal services the Hotel Cap Pirate, for the processing of your order and to reinforce and personalise the communication and the offer of services reserved to customers of the Hotel Cap Pirate according to your interests. In accordance with the Data Protection Act of 6 January 1978, you have the right to access, amend, and object to any personal information about you. *To that end, you need only make the request by mail to the following address by indicating your full name and the following address: chemin du camping 34300 AGDE)*

### Online booking

As previously indicated, the customer can book his stay online on the site [www.cap-pirate.com](http://www.cap-pirate.com).

When the customer has finalized his booking, the hotel Cap Pirate confirms the reservation by email, which also refers to these general conditions of sale. The booking is considered definitive after the receipt by the customer of the confirmation e-mail. This confirmation is the date of conclusion of the contract of sale and date of acceptance of these terms and conditions.

All necessary means are implemented to ensure the confidentiality and security of data transmitted over the web. As such, the website uses a SSL secure payment module (Secure Socket Layer) so that the transmitted information is encrypted by software and no third party other than the person mandated by the online payments can take knowledge.

