

# RULES – TERMS OF SALE



\*by Ciela Village

## **AQUA'ARDÈCHE DOMAINE LE POMMIER, Rules.**

### **Article 1. Access**

When entering in the park, individually or as a group, for money or for free, involves inevitably acceptance of the interior rules.

The sale of the tickets is carried out by a limited number of available places. Thereby the management has the right to refuse you entering the parc.

All visitors necessarily have to comply with the control of identitycards at the reception, or at the waterpark. To benefit of certain prices, all children have to justify their ages.

The access to the waterpark AQUA'ARDECHE DOMAINE LE POMMIER by tickets you have received by other resellers than those authorized by AQUA'ARDECHE DOMAINE LE POMMIER will not be accepted. All visitors have to wear their wristbands necessarily during their entire visit. All persons without wristband, or with a not corresponding one, will not be able to access into the waterpark and will be asked to leave. Once a wristband has been cut, it has lost its validity.

Every member of the staff of AQUA'ARDECHE DOMAINE LE POMMIER is dressed to enforce these regulations, and if neglected, they are authorized to expel the persons concerned straight away, in this case any form of refund can be asked.

The access into the waterpark AQUA'ARDECHE DOMAINE LE POMMIER is forbidden to all children under 12 years old if not accompanied from their parents while staying under their permanent supervision, and responsibility. Over this age, and up to 16 years old, all children must be able to swim, and have to be accompanied from a major person, or parent. The staff of AQUA'ARDECHE DOMAINE LE POMMIER declines every responsibility.

### **Article 2. Cleanliness**

All visitors of the waterpark AQUA'ARDECHE DOMAINE LE POMMIER are requested to respect the park:

\* by taking of your shoes at the entry of the park, and placing them at the shelves provided for this purpose. We decline all responsibility in case of theft. (Warning: do not leave any shoes of value at the entry, as they might get stolen.)

- \* by passing into the foot bath,
- \* by taking a shower (before entering into the water basins )
- \* by throwing papers, or all kind of waste directly into the dustbins.

The passage into the footbaths and taking a shower before entering into the waterbasins is obligated. The access could be refused when noticed that these general hygienical conditions are not respected, or also in case of an eye-disease, a has wound, or a bandage.

For swimming, only swimming trunks (slips), swimsuits, shorts, bermudas, or swimshorts, will be accepted. Wearing T-shirts, longjohns (wetsuits) or any other clothes will not be tolerated.

### **Article 3. Safety rules & good conduct.**

The safety-instructions are displayed as well as advice provided by the staff of AQUA'ARDECHE DOMAINE LE POMMIER have necessarily to be respected. While a theme is closed for the public, it is absolutely forbidden to penetrate in its perimeter. The direction declines all responsibility in case of an accident due to non-compliance with this rule.

The manager declines all responsibility in case of theft, or degradation to the belongings of the visitors at the waterpark AQUA'ARDECHE DOMAINE LE POMMIER. The practice of activities is prohibited to anyone who has consumed alcohol, or any substance that may alter its capabilities. You must be in full possession of your physical and intellectual capabilities to participate to all activities, attractions (slides...).

It is forbidden:

- \* to bring one's own drinks, or picnics into the waterpark.
- \* to eat or drink outside the reserved areas for this purpose;
- \* to smoke on indoor and outdoor spaces (beside the reserved areas for this purpose), to bring hookahs, chichas or other water pipes;
- \* to practice snorkeling, diving, and or pushing oneself into the water, as well as running around the basins, and to play violent or noisy games;
- \* to introduce and to wear glass masks, flippers (palms) or any other object that may represent a hazard to the users or facilities of the waterpark.
- \* to form groups which may disturb the free movement of users;
- \* to circulate within wet areas while wearing city shoes, sneakers etc.

- \* to practice naturism;
- \* to disturb the normal use of the footbaths, and installations;
- \* to play with any blunt object and throw any object into the water;
- \* to make use of musical equipment or any type of musical instruments, or to use whistles, sirens, or any other noisy object;
- \* to enter with sidewalks, scooters, bikes, or to bring your own sunbeds, chairs etc.
- \* to climb into the installations & facilities, or any equipment of the water park;

It is compulsory for people who cannot swim to wear armbands. Any failure to comply with this regulation, after been given notice to comply, but remained unsuccessful can lead to a definitive exclusion.

#### **Article 4. Groups**

- The custody of their clothes will be under the exclusive responsibility of supervisors.
- The person in charge of the group has to make sure that he leaves the area clean, without garbage or deterioration when the group leave the campsite.
- The manager or the guide of a group is responsible towards the company, for damages or embarrassment caused by the people he is responsible for.
- In the entrance on beaches the educators and the organizers have to introduce themselves to the aquatic supervisors, to sort out the swimming and non-swimming children by name, to give them a distinguishing feature and to transmit the number of children and the departure time to the Aquapark staff.
- During the stay in the Aquapark, the person in charge of the group has to ensure the surveillance of their group and enforce the internal rules.
- Groups will be welcomed on reservation only and after validation by the management according to the daily attendance (company).
- Groups have to apply the legal supervision rates: One adult for 8 children older than 6 years old, one adult for 5 children younger than 6 years old.
- Before reaching ponds, the person in charge of the group acquaints with the internal rules of the park.
- Groups can access individual cabins and lockers depending availability.

- The person in charge of the group has to inform the Aquaparc staff when leaving from the park.

### **Article 5. The slides**

Concerning the slides «half-pipe" & "Turbo cyclone". Special bands are compulsory and will be provided for free by the campsite. You will find three different types of bands: single, double & threefolded ones.

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- \* Aqualoop: weight between 50 and 120 kg/ Size 120 cm minimum.
- \* Halfpipe: 120 cm and 10 years old minimum/Position: Seated in a single buoy. Weight simple buoy : max 120kg ; weight double buoy: max 180 kg.
- \* Turbo Cyclone: Less than 10 years old only while accompanied by an adult/size 120 cm minimum/Seated in a single or a double buoy. Weight simple buoy : max 120kg ; weight double buoy: max 180 kg.
- \* Family slide: 120 cm and 10 years old minimum/Seated in a single, a double or a threefolded band. Weight per buoy : 270 kg max.
- \* Pentagliss Multihill-Anaconda: Less than 10 years old only while accompanied by an adult
- \* Pentagliss Hillracer-super Anaconda/Viper: Less than 10 years old only while accompanied by an adult.

The use of all slides can lead to the wear of bath clothes. The use of all attractions and ancillary devices is at your own risk. People with heart disease or back problems and pregnant women are not allowed to use the slides.

### **Article 6. Animals**

Animals are not allowed to enter the perimeter of AQUA'ARDECHE DOMAINE LE POMMIER, with the exception of animals accompanying disabled persons.

### **Article 7. Lockers**

Without prejudice to the responsibility of AQUA'ARDECHE DOMAINE LE POMMIER, the use of the lockers is carried out under the responsibility of the users. Not Released lockers will be opened by staff. The valuables found should be mentioned to the reception (wallets, mobile-phones, car-keys...), and not to be left in the lockers.

The management declines all responsibility in case of theft, even if the locker has been fractured or forced. **Any loss of key will be charged 10 €.**

**Article 8. Sunbeds**

You will find sun-beds at your disposition. You can use these sun-beds for free, but you cannot reserve these sun-beds by leaving personal belonging on them (towels, clothes etc). The staff of AQUA'ARDECHE DOMAINE LE POMMIER has the right to remove any towel and / or clothes from the sunbeds within 2 hours without the presence of a person. These belongings will be left at the base of the lifeguards.

**Article 9. Expulsion**

Any theft, violation of the internal regulations and general conditions of sale, degradation, brawl, fraud, criminal or offensive behavior, towards visitors, the staff or in concern of properties belonging to the waterpark AQUA'ARDECHE will conduct to expulsion.

DOMAINE LE POMMIER will practice immediate expulsion of the troublemaker and / or pursuit by the police.

As a general rule, the visitor must adopt a correct attitude and courteous behavior towards other persons; otherwise they will be expelled from the park immediately.

In case of disturbance on behalf of a group, AQUA'ARDECHE DOMAINE LE POMMIER has the right to expel the whole group, the accompanying persons and all members at once.

In the event of non-compliance with any of the rules set out above, the management of AQUA'ARDECHE DOMAINE LE POMMIER will not only decline

all liability, but will be required to invite any violators to leave the park at once, without being required to reimburse the entry-prize or to validate a new entry.

Direct marketing and distribution of leaflets are prohibited inside the park of AQUA'ARDECHE DOMAINE LE POMMIER.

**Article 10. Parking**

Access to AQUA'ARDECHE DOMAINE LE POMMIER is forbidden by car in high season .All visitor of AQUA'ARDECHE DOMAINE LE POMMIER will find a parking free of charge at the entrance of the Domaine. We offer the free train, starting in front of the reception, taking you into the park to all visitors of AQUA'ARDECHE DOMAINE LE POMMIER.

## **Article 11. Schedules & closure**

The management reserves the right to change the opening hours of the park and / or attractions.

In case of severe weather, the management has the right to change the opening hours of the park and / or the attractions, without any financial compensation can be requested by the visitors.

The management has the right to close the attractions for safety-or any other reasons.

## **Terms of sale**

### **1. Acquisition of an entry**

When buying an entry, the buyer accepts the security provisions, access and additional rules regarding the visit to the center: The entries can be obtained on the web page [www.aqua-ardeche.com](http://www.aqua-ardeche.com) or at the reception of Domaine le Pommier. At the same time, the buyer is perfectly aware that if these regulations are not respected, the access to the center will be refused without any right to refund or compensation. Moreover, users declare that they have the legal capacity to accept (be bound to) the present general terms of sale. Similarly, only to use and, in this case to pass a contract through the web page under the same indicated conditions used. With reference to the conditions, the users declare that all the information provided during the use of the web page, and especially during the process of sale / purchase of the entries is veridic, complete and precise.

### **2. Personalization of the entry and its identification**

Entries are personal and non-convertible. The entrances must be protected against deterioration caused by water or other liquid materials. It is strictly forbidden to change or to copy the entries. Each entry is reserved for the person whose name and surname appear on it. At the entrance of the park you will be asked to present your passport or identity card which will allow the identification of the person in case. The park can also verify the validity of your entry thanks to a barcode reader.

Once your ticket is purchased, for any reason, it cannot be taken back or refunded.

### 3. Damaged entries

In the case of damaged or unreadable images or barcodes, the entry is automatically cancelled. If an entry is falsified or fraudulently acquired (This includes reporting it to the qualified authorities) In these cases the park AQUA'ARDECHE DOMAINE LE POMMIER has the right to refuse access to all entries concerned.

### 4. Unable to use entries to Aqua'ardeche for other reasons.

I. Error in purchase: in case the buyer mistook, and acquired an entry for another center, the buyer will have no right to any refund.

During the sales process, the name of the park is clearly indicated at all times.

II. Closure for climate change

a) If the customer has entered the park and the latter is obliged to close for climatic reasons, we will not proceed to any refund.

b) If the customer cannot enter the park because the latter is obliged to close for climatic -or other undefined reasons the park, alternatives will be proposed to the buyer.

III. In case of non-use of the purchased inputs (according to the conditions of sale described above): any right of devolution can be claimed.

### 5. Cancellation & devolution of the entries.

Any entry bought through the website can be cancelled. For this reason, it is impossible to proceed to the devolution of the amount of the entries.

### 6. Protection of copyrights

The content of the website of Aqua'ardeche is completely protected by the law of copyrights.

Consequently, any download, or copy of a page, or part of the website carried out by any others, is the property of SAS Camping le Pommier Aqua'ArdecHe.

It is strictly forbidden to give commercial or fraudulent use to the website of Aqua'ArdecHe.

## 7. Limitation of liability

Aqua'Ardeche may, in its own discretion, decide to close the public access to the entire park, or a part of it, as long as necessary, for the realization of works necessary for the safety and the protection of the visitors or related to the maintenance. Reparation or renovation of the entire-, or part of the park equipment, or in case of bad meteorological conditions, or cases of force majeure, binding to the total or partial closure of the park.

Aqua'Ardèche is absolved of any liability arising from the personal -or material damages and /or prejudice caused by recklessness, or by the non-execution of standards of behavior and use of the park

Aqua'Ardèche does not guarantee the accuracy of the information on the website. Aqua'Ardèche is not responsible for damages resulting from telecommunication errors, technical problems, software failure or illegal manipulation of the computer systems concerned, regardless of the location and way of the disturbance. As well as any liability for damage caused by malfunctioning, interruptions (including maintenance) or overloading of the system remains excluded.

## 8. Applicable law and jurisdiction

This contract belongs exclusively to the French legislation. The parties expressly renounce the jurisdiction which may correspond to them and expressly submit to the French courts to resolve any dispute which may arise in the interpretation or application of the present conditions.

## 9. Policy and confidentiality

Aqua'Ardèche is seriously committed to these two essential aspects: the confidentiality and the security of the information circulating on the internet and which are collected at the reception at the time of registration.

When you buy an entry, the SSL encryption software classifies the information before sending it. In this way, it is impossible for any other person to obtain access to your personal information. Aqua'Ardèche agrees never to transfer to third parties information on customers purchasing electronic entries. All personal information will be treated on a confidential basis. Simply the data needed to purchase the entries will be stored and can be used for marketing communications if the authorization was given before.

## 10. Relation client

For any question or complaint fully dedicated to tracking the purchase and use of a ticket, Aqua'Ardeche can be reached by e-mail at the following address: [contact@aqua-ardeche.com](mailto:contact@aqua-ardeche.com).