



GENERAL CONDITIONS OF SALE

Reservation of accommodation or tourist pitches by individuals.

Provider details : Camping les Moulettes NEW LIFE sarl, 5 chemin de Félines 43800 VOREY.
RCS 813 537 479 Le puy en Velay / Tel : 04.71.03.70.48 / <https://www.camping-les-moulettes.fr>

DEFINITIONS

ORDER or RESERVATION or RENTAL: Purchase of Services.

SERVICES: seasonal rental of accommodation or bare pitches "tourism".

HOUSING: Tent, caravan, mobile leisure home and light leisure home.

Article 1 - Scope of the General Terms and Conditions of Sale

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitches on Les Moulettes campsite, operated by New Life SARL, to non-professional customers, on its website <https://www.camping-les-moulettes.fr> or by telephone, post or electronic mail (e-mails), or in a place where the Provider markets the Services.

The main characteristics of the Services are presented on the website <https://www.camping-les-moulettes.fr> or in written form - paper or electronic - in the case of reservations made by means other than a remote order.

The customer is obliged to read them before placing an order. The choice and purchase of a Service is the sole responsibility of the Customer.

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

These General Terms and Conditions of Sale are accessible at any time on the Website and shall prevail, where applicable, over any other version or any other contractual document. The version applicable to the Customer is the one in force on the Website or communicated by the Service Provider at the date the Customer places the Order.

In the absence of proof to the contrary, the data recorded in the Service Provider's computer system constitutes proof of all transactions concluded with the Customer.

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, the Customer has the right to access, rectify and object to all of his personal data at any time, if the processing is not essential to the execution of the order and the stay and their consequences, by writing, by post and proving his identity, to : NEW LIFE SARL, 5 Chemin de Félines 43800 Vorey.

The client declares that he/she has read these General Terms and Conditions of Sale and has accepted them either by ticking the box provided for this purpose before the online ordering procedure is implemented, as well as the general terms and conditions of use of the website <https://www.camping-les-moulettes.fr>, or, in the case of off-line reservations, by any other appropriate means.

Article 2 - Booking Conditions

The Customer selects on the website or provides information on any document sent by the Provider the services he/she wishes to order, upon receipt of these elements the Provider, after actual collection of the deposit linked to the reservation as well as the processing fees and other fees such as cancellation insurance, validates the order after checking the availability of its capacity to meet the requests expressed.

The rental becomes effective only after the Provider's agreement, by e-mail or post, or by signing the contract in the case of a reservation directly in the premises where the Provider markets the Services, and after receipt of the total amount of the stay, the services, the tourist tax and the reservation fees, and this at the latest 15 days before the start of the stay.

It is the Client's responsibility to check the accuracy of the Order and to notify the Service Provider immediately of any errors.

Any order placed on the website <https://www.camping-les-moulettes.fr> constitutes the formation of a contract concluded at a distance between the Customer and the Service Provider.

All reservations, whether for a camping pitch or accommodation, are nominative and cannot be transferred

Article 3 - RATES

The services offered by the Service Provider are provided at the prices in force on the website <https://www.camping-les-moulettes.fr>, or on any information medium of the Service Provider, at the time the order is placed by the customer. The prices are expressed in Euros including

VAT. The prices take into account any discounts that may be granted by the Provider on the website <https://www.camping-les-moulettes.fr> or on any information or communication medium.

These prices are firm and non-revisable during their period of validity, as indicated on the website <https://www.camping-les-moulettes.fr>, in the e-mail or in the written proposal sent to the Client. After this period of validity, the offer is void and the Provider is no longer bound by the price.

They do not include handling and administration fees, which are invoiced in addition, under the conditions indicated on the <https://www.camping-les-moulettes.fr> website or in the information (mail, e-mail, etc.) communicated to the Client beforehand, and calculated before the Order is placed. The payment requested from the Customer shall correspond to the total amount of the purchase, including these costs. An invoice shall be drawn up by the Seller and given to the Customer at the latest when he/she comes to the campsite and after payment of the balance of the price.

3.1. TOURIST TAX

The tourist tax, collected on behalf of the commune/commune, is not included in the rates. Its amount is determined per adult and per night and varies according to the destination. It must be paid when paying for the Service and is shown separately on the invoice.

Article 4 - PAYMENT TERMS

4.1. ACOMPT

The sums paid in advance are advance payments. They constitute an advance payment on the total price due by the Client. A deposit corresponding to a fixed price defined according to the type and duration of the services ordered is required when the client places the order. It must be paid when the holiday is ordered. It will be deducted from the total amount of the order.

In the event of cancellation by the Client, the Client must notify the Provider by registered mail, the date of receipt being taken as proof. In the event that the accommodation or pitch can be re-let, the sums paid by the Client may be reimbursed less the cancellation and booking fees and the amount of the cancellation insurance. If necessary, the deposit will be retained by the Provider according to the following terms and conditions:

More than 30 days before the arrival date, 25% of the deposit will be retained by the Provider

From 30 days to 15 days before the arrival date 50% of the deposit will be retained by the Provider

Less than 15 days before the arrival date, the full amount of the deposit will be retained.

4.2. PAYMENTS

Payments made by the Client shall only be considered final once the amounts due to the Service Provider have been received. Late payment shall result in the immediate payment of all sums due by the Customer, without prejudice to any other action that the Service Provider may take against the Customer in this respect.

4.3. NON-COMPLIANCE WITH PAYMENT CONDITIONS

In addition, the Service Provider reserves the right, in the event of non-compliance with the above payment conditions, to suspend or cancel the provision of the services ordered by the Client and/or to suspend the performance of its obligations after formal notice has remained without effect.

Article 5 - PROVISION OF SERVICES

5.1 PROVISION AND USE OF SERVICES

The accommodation can be occupied from 16:00 on the day of arrival and must be vacated by 10:00 on the day of departure.

The pitch can be occupied from 14:00 on the day of arrival and must be vacated by 12:00 on the day of departure.

In the event of failure to comply with the release time of an accommodation or pitch, the Provider will charge an additional night to the client. Any request for an extension of the stay must be made at least 24 hours before the scheduled departure date and must be approved by the Provider.

The balance of the stay must be paid in full 15 days before the arrival date.

The accommodation and pitches are designed for a specific number of occupants and cannot be occupied by a greater number of people.

The accommodation and pitches must be returned in the same state of cleanliness as on delivery. Failing this, the hirer must pay a fixed sum of 85 € for cleaning. Any damage to the accommodation or its accessories will be repaired immediately at the tenant's expense. The inventory at the end of the rental period must be exactly the same as at the beginning.

5.2. DEPOSIT OF GUARANTEE

For accommodation rentals, a security deposit of 200 € is required from the Client on the day the keys are handed over and is returned to him on the day the rental ends, less any costs incurred for repairs. This deposit does not constitute a limit of liability.

A deposit of 85 € is required for cleaning.

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

No discount will be granted in the case of late arrival, early departure or change in the number of persons (either for the whole or part of the planned stay).

6.1. MODIFICATION

In the event of a change of dates or number of persons, the Provider will endeavour to accept requests for a change of date as far as possible within the limits of availability, without prejudice to any additional costs; in all cases, this is merely an obligation of means, as the Provider cannot guarantee the availability of a pitch or accommodation, or of another date; an additional charge may be requested in such cases

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

6.2. INTERRUPTION

Early departure will not give rise to any refund from the provider.

6.3. CANCELLATION

In the event of cancellation of the reservation by the Client after its acceptance by the Provider and for any reason whatsoever except force majeure, the deposit paid at the time of the reservation as defined in Article 4 - PAYMENT CONDITIONS of these General Terms and Conditions of Sale shall be automatically acquired by the Provider as compensation and shall not give rise to any refund.

In all cases of cancellation, the processing and administration costs (article 3) will be retained by the provider.

6.4. CANCELLATION IN CASE OF PANDEMIC

6.4.1 In the event of the total or partial closure of the establishment during the dates of the booked stay (which is considered to be a total or partial ban on the reception of the public, insofar as the Client is directly affected by the application of this measure) decided by the public

authorities, and which is not attributable to the Provider, the sums paid in advance by the Client for the booking of the stay will not be reimbursed.

6.4.2. Notwithstanding the provisions of article 6.3 CANCELLATION, any cancellation of the stay duly justified by the fact that the client is affected by COVID 19 (infection) or another infection considered to be part of a pandemic, or is identified as a contact case, and that this situation would call into question his/her participation in the stay on the planned dates, will be made without compensation.

6.4.3. Notwithstanding the provisions of Article 6.3 CANCELLATION, in the event that the client is forced to cancel the entire stay due to government measures that do not allow participants to travel (general or local confinement, prohibition of travel, closure of borders), even though the campsite is able to fulfil its obligation and welcome clients, the Provider will not make any reimbursement, as the client must take out insurance to cover the risks listed in Article 6.4, the Provider offers this service through CAMPEZ COUVERT, the general conditions of the insurer can be consulted by the client at the following address: <https://www.campez-couvert.com/conditions-generales-dassurances/>. Indeed, refunds are made in very specific cases indicated by CAMPEZ COUVERT if the Client subscribes to a cancellation insurance.

Article 7- OBLIGATIONS OF THE CLIENT

7.1. LIABILITY INSURANCE

The client accommodated on a pitch or in an accommodation must be insured for civil liability. A certificate of insurance may be requested from the Client before the start of the service.

7.2. ANIMALS

Pets are allowed on the campsite pitches under the following conditions: category 1 and 2 dogs are not allowed, they must be vaccinated, only one pet per pitch, kept on a lead, for a daily fee payable on site.

Animals are not allowed in the rental accommodation.

7.3. RULES OF PROCEDURE

Internal regulations are displayed at the entrance to the establishment and at reception. The Client is required to read and respect these rules. They are available on request.

Article 8- OBLIGATIONS OF THE PROVIDER-GUARANTEE

The Service Provider warrants to the Customer, in accordance with the law and without additional payment, against any lack of conformity or latent defect resulting from a design or manufacturing defect in the Services ordered. In order to assert its rights, the Customer shall inform the Service Provider in writing of the existence of the defects or lack of conformity within a maximum of two days of the provision of the Services. The Service Provider shall refund or rectify or have rectified (to the extent possible) the services found to be defective as soon as possible and no later than 2 days after the defect or fault has been identified by the Service Provider. Any refund will be made by crediting the Customer's bank account or by sending a cheque to the Customer.

The Service Provider's warranty is limited to the reimbursement of the Services actually paid by the Client. The Service Provider shall not be held liable or in default for any delay or failure to perform due to the occurrence of a force majeure event as usually recognised by French case law.

The services provided through the Provider's website <https://www.camping-les-moulettes.fr> comply with the regulations in force in France.

Article 9- RIGHT OF WITHDRAWAL

Activities related to the organisation and sale of stays or excursions on a specific date or during a specified period are not subject to the withdrawal period applicable to distance and off-premises sales, in accordance with the provisions of Article L221-28 of the Consumer Code.

Article 10- PROTECTION OF PERSONAL DATA

The service provider, the writer of the present document, implements the processing of personal data on the following legal basis

- or the legitimate interest pursued by the Service Provider when it pursues the following purposes
 - canvassing,
 - Customer and prospect relationship management,
 - the organisation of, registration for and invitation to the Provider's events,
 - processing, executing, prospecting, producing, managing and following up on customer requests and files,
 - drafting deeds on behalf of its clients,
- or to comply with legal and regulatory obligations when it implements processing for the purpose of :
 - the prevention of money laundering and terrorist financing and the fight against corruption,
 - billing,
 - accounting

The service provider only keeps the data for the time necessary for the operations for which they were collected and in compliance with the regulations in force.

In this respect, Customer data is kept for the duration of the contractual relationship plus 3 years for the purposes of promotion and canvassing, without prejudice to retention obligations or limitation periods.

With regard to the prevention of money laundering and the financing of terrorism, the data is kept for 5 years after the end of the relationship with the Service Provider. As regards accounting, it is kept for 10 years from the end of the accounting period.

Prospective customers' data is kept for a period of 3 years if no participation or subscription to the Provider's events has taken place.

The data processed is intended for persons authorised by the Contractor.

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, individuals have the right to access, rectify, question, limit, portability and delete data concerning them.

The persons concerned by the processing carried out also have the right to object at any time, for reasons relating to their particular situation, to the processing of personal data whose legal basis is the legitimate interest of the Service Provider, as well as the right to object to commercial prospecting.

They also have the right to define general and particular directives defining the way in which they intend that the above-mentioned rights be exercised, after their death, by e-mail to the following address: contact@camping-les-moulettes.fr or by post to the following address Camping Les Moulettes, 5 chemin de Félines, 43800 VOREY, accompanied by a copy of a signed identity document.

Data subjects have the right to lodge a complaint with the CNIL.

Article 11- INTELLECTUAL PROPERTY

The content of the website <https://www.camping-les-moulettes.fr> is the property of the Provider and its partners and is protected by French and international laws relating to intellectual property.

Any reproduction, distribution or use of this content, in whole or in part, is strictly prohibited and may constitute an infringement of copyright. In addition, the Service Provider retains all intellectual property rights on photographs, presentations, studies, drawings, models, prototypes, etc.... made (even at the request of the Customer) for the purpose of providing the Services to the Customer. The Customer shall not reproduce or exploit such studies, drawings, models, prototypes, etc.... without the express prior written consent of the Service Provider, which may be subject to a financial consideration.

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

Article 12- APPLICABLE LAW LANGUAGE

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

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

Article 13- DISPUTES

All disputes to which the purchase and sale operations concluded in application of these general terms and conditions of sale could give rise, concerning both their validity, their interpretation, their execution, their cancellation, their consequences and their consequences and which could not be resolved between the Service Provider and the Client, shall be submitted to the competent courts under the conditions of common law.

The Customer is informed that he may, in any event, in the event of a dispute, have recourse to a conventional mediation procedure or any other alternative method of settling disputes.

In particular, he can have free recourse to the following Consumer Mediator: La Médiation Tourisme et Voyages / 15 Avenue Carnot / 75017 PARIS. info@mtv.travel

Article 14- PRE-CONTRACTUAL INFORMATION-ACCEPTANCE OF THE CLIENT

The Client acknowledges having been informed, prior to placing his/her order, in a legible and comprehensible manner, of the present General Terms and Conditions of Sale and of all the information and details referred to in articles L111-1 to L111-7 of the French Consumer Code, in addition to the information required in application of the decree of 22 October 2008 relating to the prior information of the consumer on the characteristics of rental accommodation in open-air hotels and in particular:

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

The price of the Services and related costs;

Information about the Provider's identity, postal, telephone and electronic contact details, and activities, if not apparent from the context;

Information on legal and contractual guarantees and their implementation; the functionalities of the digital content and, if applicable, its interoperability;

The possibility of resorting to conventional mediation in the event of a dispute ;

Information on termination and other important contractual conditions;

The fact that a natural person (or legal entity) orders on the website <https://www.camping-les-moulettes.fr> implies full acceptance of these General Terms and Conditions of Sale, which is expressly recognised by the Customer, who waives, in particular, the right to rely on any contradictory document, which would be unenforceable against the Provider.