



GENERAL TERMS AND CONDITIONS OF SALE

Reservation of tourist accommodation or pitches by private individuals.

Contact 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 tourist accommodation or pitches.

ACCOMMODATION: Tents, caravans, mobile leisure homes and light leisure accommodation.

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-mail), or in a place where the Service Provider markets the Services.

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

The Customer is obliged to familiarise himself/herself with these terms and conditions 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 sales channels for the Services.

These General Terms and Conditions of Sale are accessible at all times 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 Web Site or communicated by the Service Provider on the date the Order is placed by the Customer.

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, if the processing is not essential to the execution of the order and the holiday and their consequences, to object to all of his/her personal data at any time by writing, by post and providing proof of his/her identity, to : NEW LIFE SARL, 5 Chemin de Félines 43800 Vorey.

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

Article 2 - Booking conditions

The customer selects the services he/she wishes to order on the website or fills in any document sent by the Provider. On receipt of these elements, the Provider, after actual receipt of the deposit linked to the reservation as well as the processing fees and other costs such as cancellation insurance, validates the order after checking availability and its ability to meet the requests made.

The rental only becomes effective with the agreement of the Provider, by e-mail or post, or by signing the contract in the case of a reservation made directly on the premises where the Provider markets the Services, and after receipt of the total amount for the stay, the services, the tourist tax and the reservation fees, and this no later than 15 days before the start date of the stay.

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

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

All bookings, whether for a camping pitch or accommodation, are by name only and may not 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, when the order is placed by the customer. Prices are expressed in Euros and include VAT. Prices take into account any discounts granted by the Service Provider on the <https://www.camping-les-moulettes.fr> website or on any other information or communication medium.

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

They do not include processing and administration costs, 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 Customer beforehand, and calculated before the Order is placed. The payment requested from the Customer corresponds to the total amount of the purchase, including these charges. An invoice will be drawn up by the Vendor and sent to the Customer in electronic form on request, at the latest when the Customer 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. The amount is determined per adult per night and varies according to the destination. It must be paid when paying for the service and is shown separately on the bill.

Article 4 - PAYMENT TERMS

4.1. ACCOUNT

Sums paid in advance are deposits. They constitute an advance on the total price due by the Customer. A deposit of 25% of the total cost of the holiday, plus administration costs and cancellation insurance, is required within 8 calendar days of the Customer placing the order. It will be deducted from the total amount of the order.

In the event of cancellation by the Customer, the Customer must notify the Provider by registered letter or e-mail, the date of receipt being taken as proof. In the event that the accommodation or bare pitch can be re-let, the sums paid by the Customer may be reimbursed less cancellation and booking fees and the amount of cancellation insurance. Where applicable, the deposit will be retained by the Provider in accordance with the following terms and conditions:

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

30 days to 15 days before the date of arrival 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 Customer will only be considered final once the amounts due to the Service Provider have been received. Late payment will result in the immediate payment of all sums due by the Customer, without prejudice to any other action that the Service Provider may be entitled to take against the Customer in this respect.

4.3. NON-COMPLIANCE WITH PAYMENT TERMS

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

Article 5 - SUPPLY OF SERVICES

5.1 PROVISION AND USE OF SERVICES

The accommodation may be occupied from 4 p.m. on the day of arrival and must be vacated by 10 a.m. on the day of departure.

The pitch may be occupied from 2 p.m. on the day of arrival and must be vacated by 12 p.m. on the day of departure.

If the customer fails to vacate the accommodation or pitch at the agreed time, the Provider will charge an additional night's stay. Any request to extend a stay must be made no later than 24 hours before the scheduled departure date and must be approved by the Provider.

The balance of the stay must be paid in full no later than 15 days before the date of arrival.

The accommodation and pitches are designed for a specific number of occupants at the time of rental and may under no circumstances be occupied by a greater number of people.

The accommodation and pitches must be returned in the same state of cleanliness as when delivered. Failing this, the tenant will be required to pay a fixed fee 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. GUARANTEE DEPOSIT

For accommodation rentals, a security deposit of €200 is required from the Customer on the day the keys are handed over and will be returned to the Customer on the day the rental period ends, less any costs incurred in restoring the property. This deposit does not constitute a limit of liability.

A deposit of €85 is required for cleaning.

5.3 CANCELLATION INSURANCE

The Service Provider offers this service through CAMPEZ COUVERT, the insurer's general conditions can be consulted by the Customer at the following address: <https://www.campez-couvert.com/conditions-generales-dassurances/> Refunds are made in very specific cases indicated by CAMPEZ COUVERT if the Customer has taken out cancellation insurance.

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

No discount will be granted for late arrivals, early departures or changes in the number of people (whether for all or part of the planned stay).

6.1. MODIFICATION

In the event of a change to the dates or number of people, the Provider will do its utmost to accept requests for a change of date within the limits of availability, without prejudice to any additional costs; in all cases, this is simply an obligation of means, as the Provider cannot guarantee the availability of a pitch or accommodation, or another date; a price supplement may be requested in such cases.

Any request to reduce the length 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 reimbursement by the service provider.

6.3. CANCELLATION

In the event of cancellation of the reservation by the Customer after its acceptance by the Provider, for any reason whatsoever other than force majeure (death), the deposit paid at the time of reservation as defined in Article 4 - PAYMENT TERMS of these General Terms and Conditions of Sale shall be automatically forfeited to the Provider, as well as the balance of the stay as provided for in Article 5.1 if this cancellation occurs less than 15 days before the date of arrival, by way of compensation, and may not give rise to any reimbursement whatsoever.

In all cases of cancellation, the handling and administration fees (article 3) will be retained by the service provider.

6.4. CANCELLATION IN THE EVENT OF A PANDEMIC

6.4.1 In the event of the total or partial closure of the establishment during the dates of the holiday booked (which is treated as a total or partial ban on receiving members of the public, insofar as the Customer 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 Customer for the booking of the holiday will not be reimbursed.

6.4.2. Notwithstanding the provisions of Article 6.3 CANCELLATION, any cancellation of the holiday duly justified by the fact that the customer is affected by COVID 19 (infection) or any other infection considered to be part of a pandemic, or is identified as a contact case, and that this situation would jeopardise his or her participation in the holiday on the scheduled dates, will be made without compensation.

6.4.3. Notwithstanding the provisions of article 6.3 CANCELLATION, in the event that the customer is forced to cancel the holiday in its entirety due to government measures preventing participants from travelling (general or local confinement, travel bans, closure of borders), even though the campsite is able to fulfil its obligation and welcome customers, the Provider will not make any reimbursement, as the customer must take out insurance to cover the risks listed in article 6.4, the Provider offers this service through CAMPEZ COUVERT, the insurer's general terms and conditions can be consulted by the customer at the following address: <https://www.campez-couvert.com/conditions-generales-dassurances/> Refunds are made in the very specific cases indicated by CAMPEZ COUVERT if the Customer has taken out cancellation insurance.

Article 7- OBLIGATIONS OF THE CUSTOMER

7.1.PUBLIC LIABILITY INSURANCE

Customers staying on a pitch or in accommodation must be covered by civil liability insurance. A certificate of insurance may be requested from the Customer before the start of the service.

7.2.ANIMALS

Pets (dogs and cats) are allowed on campsites subject to the following conditions: they must be chipped or tattooed, kept on a lead and, for foreigners, vaccinated against rabies. Category 1 and 2 dogs are not allowed.

Only 1 pet per pitch, subject to a daily fee payable on site.

Animals are not permitted on the pitch or in the accommodation belonging to the campsite.

7.3.INTERNAL REGULATIONS

House rules are displayed at reception. Customers are required to read them and comply with them. They are available on request in electronic form.

Article 8- OBLIGATIONS OF THE GUARANTEE PROVIDER

The Service Provider warrants to the Customer, in accordance with legal provisions and without additional payment, against any lack of conformity or latent defect arising from a fault in the design or manufacture of the Services ordered. In order to assert its rights, the Customer must inform the Service Provider, in writing, of the existence of the defects or lack of conformity within a maximum period of 2 days from the provision of the Services. The Service Provider will reimburse or rectify or have rectified (as far as possible) the services deemed defective as soon as possible and at the latest within 2 days following the Service Provider's discovery of the defect or fault. Any refund will be made by crediting the Customer's bank account or by cheque sent to the Customer.

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

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

Article 9- RIGHT OF WITHDRAWAL

Activities relating to the organisation and sale of holidays or excursions on a given 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 French Consumer Code.

Article 10- PROTECTION OF PERSONAL DATA

The service provider, who has drafted the present document, processes personal data on the following legal basis:

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

The service provider will only keep data for as long as is necessary for the purposes for which it was 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 promotional and canvassing purposes, 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. For accounting purposes, data is kept for 10 years from the end of the financial year.

Prospective customers' data is kept for a period of 3 years if they have not participated in or subscribed to any of the Service Provider's events.

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

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

Data subjects 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 canvassing.

They also have the right to define general and specific directives defining the way in which they wish the above-mentioned rights to 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 <https://www.camping-les-mouettes.fr> website is the property of the Service Provider and its partners and is protected by French and international intellectual property laws.

Any reproduction, distribution or use of all or part of this content is strictly prohibited and may constitute an infringement of copyright.

In addition, the Service Provider retains ownership of all intellectual property rights in the photographs, presentations, studies, drawings, models, prototypes, etc.... produced (even at the Customer's request) with a view to providing the Services to the Customer. The Customer is therefore prohibited from reproducing or exploiting the said studies, drawings, models, prototypes, etc....., without the express, written and prior authorisation 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 any transactions arising from them are governed by and subject to French law.

These 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 will be deemed authentic in the event of a dispute.

Article 13- DISPUTES

All disputes to which the purchase and sale transactions entered into pursuant to these General Terms and Conditions of Sale may give rise, concerning their validity, interpretation, performance, termination, consequences and consequences, and which cannot be resolved between the Service Provider and the Customer, shall be submitted to the competent courts under the conditions of ordinary law.

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

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

Article 14- PRE-ACCESSION INFORMATION-ACCEPTANCE BY THE CUSTOMER

The Customer 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 prior consumer information 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 Services and ancillary costs ;

Information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if not apparent from the context;

Information on legal and contractual warranties and how they apply; the functionalities of digital content and, where applicable, its interoperability;

The possibility of using 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) places an order on the <https://www.camping-les-mouettes.fr> website implies full and unreserved acceptance of these General Terms and Conditions of Sale, which is expressly acknowledged by the Customer, who waives, in particular, the right to rely on any contradictory document that would be unenforceable against the Service Provider.