

## GENERAL CONDITIONS OF SALE

### **Reservation of accommodation or "tourism" pitches by individuals Contact details of the Service Provider :**

- CAMPING LA PETITE MONTAGNE SAS PREDULAC 82291442000010 RCS LONS-LE-SAUNIER  
 - 54 AVENUE DE SAINT-CLAUDE 39260 MOIRANS-EN-MONTAGNE  
 - 03 84 42 34 98, info@campinglapetitemontagne.com, [www.campinglapetitemontagne.com](http://www.campinglapetitemontagne.com)

**DEFINITIONS :** ORDER or RESERVATION or RENTAL : Purchase of Services.

**SERVICES :** seasonal rental of accommodation or bare pitches for tourism. **ACCOMMODATION :** Tent, caravan, mobile leisure home and light leisure home.

### **ARTICLE 1 - SCOPE OF APPLICATION**

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitches on the LA PETITE MONTAGNE campsite, operated by SAS PREDULAC, to non-professional clients ("The Clients" or "the Client"), on its website [www.campinglapetitemontagne.com](http://www.campinglapetitemontagne.com) or by telephone, post or e-mail, or in a place where the Service Provider markets the Services. They do not apply to the rental of pitches intended for mobile leisure homes (mobile homes) which are covered by a "leisure" contract.

The main characteristics of the Services are presented on the [website www.campinglapetitemontagne.com](http://www.campinglapetitemontagne.com) or in writing - paper or electronic - in case of reservation by a means other than a remote order. **The Customer is required to read it before placing any 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 conditions of the Service Provider, and in particular those applicable for other marketing channels of the Services.

These General Terms and Conditions of Sale are accessible at any time on the website and will prevail, if necessary, 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 on the date of placing the Order by the Customer. Unless proven otherwise, the data recorded in the Service Provider's computer system constitute proof of all transactions concluded with the Customer.

Under the conditions defined by the Data Protection Act and the European Data Protection Regulation, the Customer has, at any time, a right of access, rectification, and opposition if the processing is not essential for the execution of the order and stay as well as their consequences, to all of his personal data by writing, by mail and proof of identity, to: [CAMPING LA PETITE MONTAGNE – 54 Avenue de Saint-Claude – 39260 MOIRANS-EN-MONTAGNE](mailto:CAMPING LA PETITE MONTAGNE – 54 Avenue de Saint-Claude – 39260 MOIRANS-EN-MONTAGNE).

**The Customer declares to have read these General Terms and Conditions of Sale and to have accepted them** either by ticking the box provided for this purpose before the implementation of the online Order procedure, as well as the general conditions of use of the website [www.campinglapetitemontagne.com](http://www.campinglapetitemontagne.com), or, in case of booking off the Internet, by any other appropriate means.

### **ARTICLE 2 – BOOKING**

The Customer selects on the site or informs on any document sent by the Service Provider the services he wishes to order, according to the following methods: Only an e-mail confirming the order will be authentic for the validation of your reservation which will be sent to you with the details of your stay and the validation of receipt and collection of your deposit.

It is the Customer's responsibility to verify the accuracy of the Order and to immediately report any error to the Service Provider.

The Order will only be considered final after the Customer has been sent confirmation of acceptance of the Order by the Service Provider, by e-mail or post, or by signing the contract in the event of a reservation directly at the premises where the Service Provider markets the Services. Any Order placed on the [website www.campinglapetitemontagne.com](http://www.campinglapetitemontagne.com) constitutes the formation of a contract concluded at a distance between the Customer and the Service Provider. Any Order is nominative and cannot, under any circumstances, be transferred.

### **ARTICLE 3 – RATES**

**Pitches:** Our rate is per day from noon to noon: 2 people 1 vehicle + 1 pitch + 1 tent or 1 caravan or 1 motorhome, a pitch receives a maximum of 6 people, 2 facilities and 1 car.

**Rentals:** Our rate is for a rental, our kind customers are asked to bring their sheets, pillowcases and towels. Some rental pitches can accommodate a tent with a small supplement, subject to the agreement of the management. The rate shown does not include the tourist tax and the Sictom tax which is due by anyone over 18 years old.

The tariffs are calculated by applying the current VAT rate (10%) if this rate were changed, the tariffs would be re-indexed accordingly.

**Visitors must present themselves at the reception with an identity document and pay a fee (under the express agreement of the management).** The amperage of the electrical terminals is 6 to 8 AMP, for safety reasons only collective barbecues are allowed. Electric barbecues, plancha, fryers etc .... (blowup the meters) and charcoal on the pitches are prohibited, confined gas barbecues are allowed. **If a prefectural order is in progress only it will be authentic.**

The Services offered by the Service Provider are provided at the rates in force on the [website www.campinglapetitemontagne.com](http://www.campinglapetitemontagne.com), or on any information medium of the Service Provider, when the Customer placed the order.

Prices are expressed in Euros, HT and TTC. The rates take into account any reductions that may be granted by the Service Provider on the [website www.campinglapetitemontagne.com](http://www.campinglapetitemontagne.com), or on any information or communication medium.

These rates are firm and non-revisable during their period of validity, as indicated on the [website www.campinglapetitemontagne.com](http://www.campinglapetitemontagne.com), in the email or in the written proposal addressed to the Customer.

Beyond this period of validity, the offer is null and void and the Service Provider is no longer bound by the prices. The payment requested from the Customer corresponds to the total amount of the purchase, including these costs. An invoice is drawn up by the Seller and given to the Customer at the latest at the time of payment of the balance of the price or on arrival.

**3.1. TOURIST TAX and SITCOM TAX** The tourist tax, collected on behalf of the municipality/community of municipalities, is not included in the rates. Its amount is per adult per day and varies according to the destinations, as well as for the household waste tax (sitcom). It is to be paid when paying for the Service and appears separately on the invoice.

#### **ARTICLE 4 - TERMS OF PAYMENT**

**4.1. DEPOSIT** The sums paid in advance are ARRHEs. They constitute a value on the total price due by the Customer. An advance corresponding **to 30% of the total price** of the provision of the services ordered is required when the order is placed by the Customer. It must be paid upon receipt of the final rental contract and attached to the copy to be returned. It will be deducted from the total amount of the order. It will not be subject to any refund by the Service Provider in the event of cancellation of the stay by the Customer less than 30 days before the scheduled arrival date by registered mail with acknowledgment of receipt (except in the cases provided for in Article 6.4 of these general conditions). It may not be reimbursed by the Service Provider due to a cancellation by the Customer.

**Rental:** The balance of the stay must be paid in full 30 days before the date of arrival (under penalty of cancellation of this rental) **Location:** The balance of the stay must be made on arrival.

**4.2. PAYMENTS** Payments made by the Customer will only be considered final after actual collection of the sums due by the Service Provider. In the event of late payment and payment of the sums due by the Customer beyond the period set above, or after the date of payment appearing on the invoice sent to the latter, late payment penalties calculated at the rate of 5% of the amount including VAT of the price of the provision of the services, will be acquired automatically and automatically to the Service Provider, without any formality or prior formal notice.

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 would be entitled to bring, as such, against the Customer.

**4.3. NON-COMPLIANCE WITH THE PAYMENT CONDITIONS** 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 remained without effect.

#### **ARTICLE 5 - PROVISION OF SERVICES**

**5.1. PROVISION AND USE OF SERVICES** The location of the location is determined solely according to the requirements of our schedule. Minors not accompanied by their legal representatives are not allowed on the campsite.

Each pitch is designed to accommodate a maximum of 6 people. In our rentals the maximum number of occupants is determined in the description of our accommodation on [www.campinglapetitemontagne.com](http://www.campinglapetitemontagne.com) and can in no case be occupied by a greater number of people.

Accommodations and pitches will be returned in the same state of cleanliness as on delivery. Otherwise, the tenant will have to pay a lump sum of **70 € for the cleaning or restoration of his site.**

Any deterioration of the accommodation or its accessories will give rise to immediate restoration at the expense of the tenant. The inventory state at the end of the rental must be strictly identical to that of the beginning of the rental.

**5.2. SECURITY DEPOSIT** For accommodation rentals, a security deposit of **€ 300** is required from the Customer on the day of delivery of the keys and will be returned to him on the day of end of the rental subject to any deduction of the costs of restoration. This deposit does not constitute a limit of liability.

For pitches a security deposit of **20 €** will be required for the card of the barrier on arrival, if any time it was not returned or broken the deposit would be retained, a security deposit of **70 euros** is also required for the rental of fridge, it will also not be returned if the fridge has been subjected to any degradation.

## **ARTICLE 6 – DELAY, INTERRUPTION OR CANCELLATION OF DAY BY THE CUSTOMER**

No reduction will be granted in the event of a delayed arrival, early departure or a change in the number of people (either for all or part of the planned stay).

**6.1. MODIFICATION** In the event of a change in the dates or number of people, the Service Provider will endeavor to accept as much as possible requests for modification of the date within the availability limit, without prejudice to any additional costs; this is in any case a simple obligation of means, the Service Provider cannot guarantee the availability of a location or accommodation, or another date; an additional price may be requested in these cases.

Any request for a reduction in the duration of the stay will be considered by the Service Provider as a partial cancellation whose consequences are governed by Article 6.3.

**6.2. INTERRUPTION** A premature departure may not give rise to any refund from the Service Provider.

**6.3. CANCELLATION** In the event of cancellation of the Reservation by the Customer after its acceptance by the Service Provider less than 30 days before the scheduled date of the Rental booked, for any reason whatsoever except force majeure, the advance paid to the Reservation, as defined in Article 4 - *TERMS OF PAYMENT* of these General Terms and Conditions of Sale will automatically be acquired by the Service Provider, as compensation, and may not give rise to any refund.

In all cases of cancellation, **30 € of processing and management fees (Article 3) will remain acquired by the Service Provider.**

### **6.4. CANCELLATION IN CASE OF PANDEMIC**

**6.4.1.** In the event of total or partial closure of the establishment during the dates of the booked stay (*to which is assimilated to a measure of total or partial prohibition of reception of the public, to the extent that the Customer is directly concerned by the application of this measure*) decided by the public authorities, and which is not attributable to the Service Provider, the sums paid in advance by the Customer in respect of the reservation of the stay will not be refunded.

However, the Service Provider cannot be held liable for additional compensation beyond this reimbursement of the sums already paid for the reservation of the stay.

**6.4.2.** By way of derogation from the provisions of Article 6.3 CANCELLATION Any cancellation of the stay duly justified by the fact that the Customer would be affected by COVID 19 (infection) or other infection considered to be part of a pandemic, or would be identified as a contact case, and that this situation would call into question his participation in the stay on the scheduled dates will be done without compensation for breaking the issue of a valid 18-month non-refundable asset. Any processing and management costs as provided for in the general conditions will remain with the Service Provider.

In any case, the customer must imperatively justify the event making him eligible for this right to cancellation. Cancellation insurance is provided at the time of booking.

**6.4.3.** By way of derogation from the provisions of Article 6.3 CANCELLATION, in the event that the Customer is forced to cancel the stay in its entirety due to government measures that do not allow participants to move (general or local confinement, travel ban, border closure), even though the campsite is able to perform its obligation and welcome Customers, the Service Provider will issue a credit corresponding to the sums paid by the Customer, less the processing and management costs (Article 3) which will remain with the Service Provider.

This non-refundable and non-transferable asset will be valid for 18 months. LA PETITE MONTAGNE SAS PREDULAC – 82291442000010 – 54 Avenue de Saint-Claude – 39260 MOIRANS-EN-MONTAGNE.

6.4.4 - In the event of the Customer taking out specific insurance covering the risks listed in Article 6.4.2 or Article 6.4.3, the insurance indemnities received by the Customer will be deducted from the amount of the credit, referred to in Articles 6.4.2 or 6.4.3. Due to the health situation we invite you to take our cancellation insurance.

#### **ARTICLE 7 - OBLIGATIONS OF THE CUSTOMER**

**7.1. CIVIL LIABILITY INSURANCE** The Customer hosted on a pitch or in an accommodation must be insured in civil liability. A certificate of insurance may be requested from the Customer before the start of the service.

**7.2. PETS** Pets are accepted, under the responsibility of their owners (identified and up-to-date vaccinations) against the packages available from the Service Provider and payable on site. The management reserves the right to accept or not a dog in an accommodation. Cats are not allowed.

**7.3. RULES OF PROCEDURE** An internal regulation is posted at the entrance of the establishment and at the reception. The Customer is required to read and comply with it. It is available on request.

#### **ARTICLE 8 - OBLIGATIONS OF THE SERVICE PROVIDER - GUARANTEE**

The Service Provider guarantees the Customer, in accordance with the legal provisions and without additional payment, against any lack of conformity or hidden defect, resulting from a defect in the design or performance of the Services ordered. In order to assert its rights, the Customer must inform the Service Provider, in writing, of the existence of defects or lack of conformity within a maximum period of 7 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 60 days of the Service Provider's finding of the defect or defect.

The refund will be made by credit to the Customer's bank account or by bank check addressed to the Customer. The Service Provider's guarantee is limited to the refund of the Services actually paid for by the Customer. The Service Provider cannot be considered responsible or defaulting for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognized by French jurisprudence.

The Services provided through the Service Provider's [website www.campinglapetitemontagne.com](http://www.campinglapetitemontagne.com) comply with the regulations in force in France.

#### **ARTICLE 9 - RIGHT OF NEGOTIATION**

Activities related to the organization and sale of stays or excursions on a specific date or 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 drafter heres herein, implements the processing of personal data who have as their legal basis:

- Either the legitimate interest pursued by the Service Provider when it pursues the following purposes: - prospecting - the management of the relationship with its customers and prospects, - the organization, registration and invitation to events of the Service Provider, - the processing, execution, prospecting, production, management, follow-up of customer requests and files, - the drafting of acts on behalf of its customers.
- Compliance with legal and regulatory obligations when implementing processing for the purpose of: - the prevention of money laundering and the financing of terrorism and the fight against corruption, - invoicing, - accounting.

The Service Provider keeps the data only for the time necessary for the operations for which they were collected as well as in compliance with the regulations in force. In this regard, customer data is kept for the duration of the contractual relations increased by 3 years for the purposes of animation and prospecting, without prejudice to retention obligations or limitation periods.

In terms of prevention of money laundering and terrorist financing, the data are kept 5 years after the end of the relationship with the Service Provider.

In accounting matters, they are kept for 10 years from the end of the accounting year.

Prospects' data is kept for a period of 3 years if no participation or registration for the Service Provider's events has taken place. The data processed are intended for the authorized persons of the Service Provider.

Under the conditions defined by the Data Protection Act and the European Data Protection Regulation, natural persons have the right to access data concerning them, rectification, interrogation, limitation, portability and erasure. The persons concerned by the processing implemented also have a right to oppose at any time, for reasons relating to their particular situation, the processing of personal data having as a legal basis the legitimate interest of the Service Provider, as well as a right to oppose commercial prospecting.

They also have the right to define general and specific directives defining the way in which they intend to exercise, after their death, the rights mentioned above - by e-mail to the following address: [info@campinglapetitemontagne.com](mailto:info@campinglapetitemontagne.com) - or by post to the following address: CAMPING LA PETITE MONTAGNE – 54 Avenue de St-Claude – 39260 MOIRANS EN MONTAGNE. The persons concerned have the right to lodge a complaint with the CNIL.

#### **ARTICLE 11 – INTELLECTUAL PROPERTY**

The content of the [www.campinglapetitemontagne.com](http://www.campinglapetitemontagne.com) website is the property of the Service Provider and its partners and is protected by French and international laws relating to intellectual property. Any reproduction, dissemination, total or partial use of this content is strictly prohibited and may constitute an offence of counterfeiting. In addition, the Service Provider remains the owner of all intellectual property rights in photographs, presentations, studies, drawings, models, prototypes, etc., made (even at the Customer's request) for the provision of the Services to the Customer.

The Customer is therefore prohibited from any reproduction or LA PETITE MONTAGNE SAS PREDULAC – 82291442000010 – 54 Avenue de Saint-Claude – 39260 MOIRANS-EN-MONTAGNE exploitation of said studies, drawings, models and prototypes, etc., without the express, written and prior authorization of the Service Provider who may condition it to a financial consideration.

The same applies to names, logos or more broadly any graphic representation or text belonging to the Service Provider or used and disseminated by him.

#### **ARTICLE 12 - APPLICABLE LAW - LANGUAGE**

These General Terms and Conditions of Sale and the operations resulting 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 shall prevail in the event of a dispute.

#### **ARTICLE 13 – DISPUTES**

All disputes to which the purchase and sale operations concluded in application of these general conditions of sale could give rise, concerning their validity, interpretation, execution, termination, consequences and consequences and which could not have been resolved between the Service Provider and the Customer will be submitted to the competent courts under the conditions of common law.

The Customer is informed that he may in any case resort, in the event of a dispute, to a conventional mediation procedure or to any other alternative method of dispute resolution.

In particular, he can have recourse free of charge to the following Consumer Mediator: [CMAP \(Centre de Médiation et d'Arbitrage de Paris CCI de Paris\)](#) via the internet: by filling out the form provided for this purpose: [www.cmap.fr](http://www.cmap.fr) by email: [consommation@cmap.fr](mailto:consommation@cmap.fr) by post: 39, avenue F.D. Roosevelt 75008 PARIS Telephone: 01 44 11 95 40

#### **ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - ACCEPTANCE OF THE CUSTOMER**

The Customer acknowledges having had communication, prior to the placing of his Order, in a legible and comprehensible manner, of these General Terms and Conditions of Sale and of all the information and information referred to in Articles L 111-1 to L111-7 of the Consumer Code, in addition to the information required pursuant to the decree of 22 October 2008 relating to the prior information of the consumer on the characteristics of rental accommodation in outdoor 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 ancillary costs;
- information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if it is not apparent from the context;

- information relating to legal and contractual guarantees and their implementation methods; the functionalities of the digital content and, where applicable, its interoperability;
- the possibility of resorting to conventional mediation in the event of a dispute;
- information relating to, termination terms and other important contractual conditions.

The fact for a natural person (or legal), to order on the website com or by email: [info@campinglapetitemontagne.com](mailto:info@campinglapetitemontagne.com) takes membership [www.campinglapetitemontagne.com](http://www.campinglapetitemontagne.com) and full acceptance of these General Terms and Conditions of Sale, which is expressly acknowledged by the Customer, who renounces, in particular, to rely on any contradictory document, which would be unenforceable those of the Service Provider.