



## GENERAL TERMS AND CONDITIONS OF SALE

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

- CAMPSITE 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](mailto: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 pitch "tourism". **ACCOMMODATION:** Tent, caravan, recreational mobile home and light recreational housing.

### **ARTICLE 1 - SCOPE**

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 customers ("The Customers" or "the Customer"), on its website [www.campinglapetitemontagne.com](http://www.campinglapetitemontagne.com) or by telephone, postal mail or electronic mail (emails), or at a location where the Provider markets the Services. They do not apply to the rental of pitches intended for the reception of leisure mobile homes (mobile homes) which are the subject of a "leisure" contract.

The main features of the Services are presented on the [www.campinglapetitemontagne.com](http://www.campinglapetitemontagne.com) website or in written form - paper or electronic - in the case of booking by means other than a remote order. **The Client is required 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, and in particular those applicable to other channels of marketing of the Services.

These General Terms and Conditions of Sale are accessible at any time on the website and will take precedence, where applicable, over any other version or any other contractual document. The version applicable to the Client is the one in force on the website or communicated by the Service Provider on the date of placing the Order by the Client. Unless proven otherwise, the data recorded in the Service Provider's computer system constitutes proof of all transactions concluded with the Client.

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


**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 implementation of the online Order procedure, as well as the general terms and conditions of use of the [www.campinglapetitemontagne.com](http://www.campinglapetitemontagne.com) website, or, in the case of an off-line booking, by any other appropriate means.

### **ARTICLE 2 – RESERVATIONS**

The Client selects on the website or provides information on any document sent by the Service Provider for the services he wishes to order, according to the following methods: Only an order confirmation email will be used to validate 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 Client'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 Client has received confirmation of the acceptance of the Order by the Service Provider, by email or post, or by signing the contract in the case 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 Client and the Service Provider, the Service Provider reserves the right to cancel the order if the online booking software encounters a computer error or any anomaly that goes against all the attached conditions, price list, and its organization within 72 hours. The order is nominative and cannot, under any circumstances, be transferred.

### **ARTICLE 3 – PRICES**

**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 can accommodate a maximum of 6 people, 2 facilities and 1 car. A minimum of 7 days of rental for comfort pitches and a minimum of 3 nights for other bare pitches.

**Rentals :** Our rate is for one rental, 7 nights minimum in high season (July and August) and 3 nights minimum in May/June and September, minimum duration of 4 nights for the weekend-end of the ascent, the minimum number of nights indicated by the booking gateway will prevail for the other weekends holidays in low season May/ June/ September. our kind guests are kindly requested to bring their sheets, pillowcases and towels. Some rental pitches can accommodate a tent for a small fee, subject to the agreement of the management. The price indicated does not include the tourist tax and the Sictom tax which is payable by anyone over 18 years old.

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

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

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


Prices are expressed in Euros, excluding VAT and including VAT. The rates take into account any discounts that may be granted by the Service Provider on the [www.campinglapetitemontagne.com](http://www.campinglapetitemontagne.com) website, or on any information or communication medium. These rates are binding and non-revise during their period of validity, as indicated on the [www.campinglapetitemontagne.com website](http://www.campinglapetitemontagne.com), in the email or in the written proposal sent to the Client.

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

**3.1. TOURIST TAX and SICTOM TAX** The tourist tax, collected on behalf of the municipality/association of municipalities, is not included in the rates. Its amount is per adult and per day and varies according to the destination, the same applies to the household waste tax (sitcom). It is payable at the time of payment for the Service and appears separately on the invoice.

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

**4.1. ARRHERS** The sums paid in advance are deposits. They constitute an advance on the total price due by the Client. An advance payment of **30% of the total price** of the supply of the services ordered is required when the order is placed by the Client. It must be paid upon receipt of the final rental agreement and attached to the copy to be returned. It will be deducted from the total amount of the order. It will not be reimbursed by the Service Provider in the event of cancellation of the stay by the Client less than 30 days before the scheduled date of arrival by registered mail with acknowledgement of receipt (except in cases provided for in Article 6.4 of these general terms and conditions). It cannot be reimbursed by the Service Provider due to a cancellation by the Client.



**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 paid on arrival.**

**4.2. PAYMENTS** Payments made by the Client will only be considered final after the sums due have been effectively collected by the Service Provider. In the event of late payment and payment of the sums due by the Client beyond the deadline set above, or after the payment date appearing on the invoice sent to the Client, late payment penalties calculated at the rate of 6% of the amount including VAT of the price of the provision of the services, will be automatically and automatically acquired by the Service Provider, without any formality or prior formal notice.

Late payment will result in the immediate payment of all sums due by the Client, without prejudice to any other action that the Service Provider may bring against the Client 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 terms set out above, 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 ineffective.

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

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

Each pitch is designed to accommodate a maximum number 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 may not be occupied by a greater number of people. Groups of more than 10 people and groups with facilitators are not allowed.

The accommodation and pitches will be returned in the same state of cleanliness as when delivered. Otherwise, the tenant will have to pay a lump sum **of €70 for the cleaning or restoration of his pitch.**

Any deterioration of the accommodation or its accessories will give rise to immediate repairs at the tenant's expense. The inventory statement at the end of the lease must be exactly the same as that at the beginning of the lease.

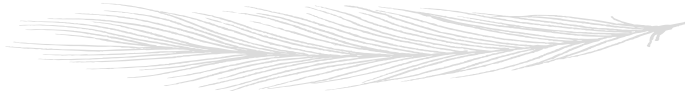
**ELECTRIC VEHICLE:** It is strictly forbidden to charge your electric vehicle in the accommodation or on the terminals of the pitches, any owner of an electric vehicle must inform the campsite when making a reservation, in order to indicate a specific pitch provided for this purpose, illegal connections will result in an immediate expulsion from the campsite.

**5.2. SECURITY DEPOSIT** For accommodation rentals, a security deposit of €300 is required from the Client on the day of handing over the keys and will be returned to the Client on the day of the end of the rental after deduction of any repair costs. This deposit does not constitute a limitation of liability.

For pitches, a security deposit of 20 € will be requested on arrival and returned on departure, a security deposit of 70 euros is also required for the rental of a fridge, it will also not be returned if the fridge has been subjected to any damage.

## **ARTICLE 6 – DELAY, INTERRUPTION OR CANCELLATION OF STAY BY THE CLIENT**

La Petite Montagne campsite offers Cancellation and Interruption insurance in your rental contract (option recommended when booking). Our partner Grichen Affinity undertakes to reimburse all or part of the stay to our holidaymakers. In the event of cancellation, notify the campsite of your withdrawal as soon as an event prevents your departure occurs by post or email. If the claim is provided for in the general terms and conditions (available on the [www.campez-couvert.com](http://www.campez-couvert.com) website or at the campsite), notify the insurer within 48 hours and provide all the necessary information and supporting documents.



No discount will be granted in the event of a late arrival, an early departure or a change in the number of people (whether for all or part of the planned stay).

**6.1. MODIFICATION** In the event of a change in dates or the number of people, the Service 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 any case, it is a simple obligation of means, as the Service Provider cannot guarantee the availability of a pitch or accommodation, or another date; A surcharge may be charged in these cases.

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

**6.2. INTERRUPTION** Premature departure will not give rise to any refund from the Service Provider.

**6.3. CANCELLATION** In the event of cancellation of the booking by the Client after its acceptance by the service provider less than 30 days before the scheduled date of the booked Rental, for any reason whatsoever except force majeure, the advance paid at the time of the Booking, as defined in the article, *will be retained by the establishment and therefore non-refundable.*

**TERMS OF PAYMENT** of these General Terms and Conditions of Sale shall be automatically acquired by the Service Provider, by way of compensation, and shall not give rise to any refund. In all cases of cancellation, **€30 processing and management fees (article 3) will remain with the Service Provider.** Before the 30-day period, the deposit will be refunded with any balances paid, cancellation made by registered mail with acknowledgment of receipt, 30 € of fees will be retained.

#### **6.4. CANCELLATION IN THE EVENT OF A PANDEMIC**

6.4.1. In the event of total or partial closure of the establishment during the dates of the booked stay *(which is assimilated to a total or partial ban on the reception of the public, insofar as the Client 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 Client for the booking 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 booking 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 Client is affected by COVID 19 (infection) or other infection considered to be part of a pandemic, or is identified as a contact case, and that this situation would call into question his participation in the stay on the scheduled dates will be made without severance pay the issuance of a non-refundable voucher valid for 18 months. Any processing and management costs as provided for in the general terms and conditions will remain the property of the Service Provider.

In all cases, the customer must imperatively justify the event making him eligible for this right of cancellation. Cancellation insurance is available 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 Client is forced to cancel the entire stay due to government measures that do not allow participants to travel (general or local confinement, travel ban, border closure), even though the campsite is able to fulfil its obligation and welcome Customers, the Service Provider will issue a credit note corresponding to the sums paid by the Client, less the processing and management fees (Article 3) which will remain the property of the Service Provider.

This non-refundable and non-transferable credit 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 that the Client takes out specific insurance covering the risks listed in Article 6.4.2 or Article 6.4.3, the insurance indemnities received by the Client will be deducted from the amount of the credit note, referred to in Articles 6.4.2 or 6.4.3. Due to the health situation, we invite you to take out our cancellation insurance.

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



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

**7.2. ANIMALS** Pets are accepted, under the responsibility of their owners (identified and up-to-date vaccinations) subject to the fixed rates 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. INTERNAL RULES** A set of internal rules is posted at the entrance of the establishment and at the reception desk. The Client is obliged to read and comply with it. It is available on request.

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

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

The Service Provider shall reimburse or rectify or have rectified (as far as possible) the services found to be defective as soon as possible and at the latest within 60 days of the Service Provider's discovery of the defect or defect.

The refund will be made by crediting the Client's bank account or by cheque addressed to the Client. The Service Provider's guarantee is limited to the reimbursement of the Services actually paid for by the Client. The Service Provider cannot be considered responsible or in default 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 Provider's [www.campinglapetitemontagne.com](http://www.campinglapetitemontagne.com) website comply with the regulations in force in France.

## **ARTICLE 9 - RIGHT OF WITHDRAWAL**

Activities related to the organization and sale of stays or excursions on a specific date or at 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, drafted herein, implements the processing of personal data which has as its legal basis:

- Or the legitimate interest pursued by the Service Provider when it pursues the following purposes:
  - prospecting - managing the relationship with its customers and prospects, - organizing, registering and inviting the Service Provider to events, - processing, execution, prospecting, production, management, follow-up of customer requests and files, - drafting of deeds on behalf of its clients.
- Either compliance 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, - invoicing, - accounting.

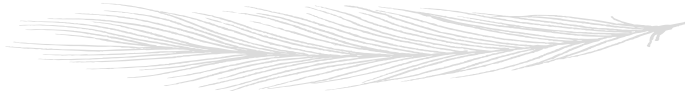
The Service Provider only keeps the data for the time necessary for the operations for which it was collected and in compliance with the regulations in force. In this respect, customer data is kept for the duration of the contractual relationship increased by 3 years for the purposes of animation and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

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

For accounting purposes, 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 is intended for the Service Provider's authorised persons.





Under the conditions defined by the Data Protection Act and the European Data Protection Regulation, individuals have the right to access their personal data, rectify, query, limit, portability and erasure. 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 based on 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 specific directives defining the way in which they intend the above-mentioned rights to be exercised after their death - 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. Data subjects 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, distribution, total or partial use of this content is strictly prohibited and is likely to constitute an infringement of copyright. In addition, the Service Provider remains the owner of all intellectual property rights on photographs, presentations, studies, drawings, models, prototypes, etc., made (even at the request of the Client) with a view to providing the Services to the Client.

82291442000010 The Client is therefore prohibited from any reproduction or exploitation of the said studies, drawings, models and prototypes, etc., without the express, written and prior authorisation of the Service Provider, who may condition it on a financial consideration.

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

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

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

#### **ARTICLE 13 – LITIGES**

All disputes to which the purchase and sale transactions concluded pursuant to these general terms and conditions of sale may give rise, concerning their validity, interpretation, execution, termination, consequences and 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 ordinary law.

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

In particular, they may 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 in 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 Phone : 01 44 11 95 40

#### **ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - ACCEPTANCE BY THE CLIENT**

The Client acknowledges having been informed, prior to placing 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 order 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 any ancillary costs;
- information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if this is not apparent from the context;
- information relating to legal and contractual guarantees and how they are implemented; 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 terms.

The fact that a natural (or legal) person orders on the com website or by email: [info@campinglapetitemontagne.com](mailto:info@campinglapetitemontagne.com) implies [www.campinglapetitemontagne.com](http://www.campinglapetitemontagne.com) full and complete acceptance of these General Terms and Conditions of Sale, which is expressly acknowledged by the Client, who waives, in particular, the right to rely on any contradictory document, which would be unenforceable against the Prestataire.