

# THE CONDITIONS *General Terms of Sale*

Reservation of tourist accommodation or pitches by individuals

Camping Flower Le Belvédère – Mr et Mme Chesneau Ludovic – Sarl Anatisma – RCS 532667011

4 Route des vacances – 15260 Neuvéglise-sur-Truyère

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ORDER or RESERVATION or RENTAL: Purchase of Services.

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

ACCOMMODATION: Tent, caravan, mobile home and light leisure accommodation.

## 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 Le Belvédère campsite, operated by Mrs and Mr Chesneau Ludovic ('the Provider'), to non-professional customers ('the Customers' or 'the Client'), on its Internet site [www.campinglebelvedere.com](http://www.campinglebelvedere.com) or by telephone, post or electronic mail (e-mail), or at a place where the Provider markets the Services. The main features of the Services are presented on the website [www.campinglebelvedere.com](http://www.campinglebelvedere.com) or on a written medium - paper or electronic - in the event of a reservation by a 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, and in particular those applicable to other marketing channels of 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 time the Customer places the Order.

In the absence of proof to the contrary, the data recorded in the Service Provider's computer system shall constitute proof of all transactions entered into with the Customer.

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, the Customer has, at any time, the right to access, rectify and oppose, if the processing is not essential to the execution of the order and the stay as well as their consequences, all of his/her personal data by writing, by mail and proving his/her identity, to :

Camping Le Belvédère – 4 Route des vacances – 15260 Neuvéglise-sur-Truyère

The Customer 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 prior to the implementation of the online Order procedure, as well as the general terms of use of the website [www.campinglebelvedere.com](http://www.campinglebelvedere.com), or, in the case of non-Internet bookings, by any other appropriate means.

## 2. RESERVATION CONDITION

• The reservation becomes effective only with the agreement of Camping Le Belvédère, after reception of the deposit and after reception of either the reservation contract duly completed and signed, or after acceptance of the general conditions of sale during the online reservation.

• In the event of non-payment of the deposit at the time of booking or of the balance at the latest 30 days before the date of the stay by the client, the campsite reserves the right to cancel the booking and to re-propose the accommodation for rent.

• Reservations are only binding on Camping Le Belvédère if they have been accepted by Camping Le Belvédère. Camping Le Belvédère is free to make or refuse reservations, depending on availability and, in general, on any circumstances that may affect the execution of the reservation made. Le Belvédère campsite offers family-oriented holidays, and the accommodation is specially designed for this purpose. Le Belvédère campsite reserves the right to refuse any booking that is contrary to this principle or that seeks to divert it.

It is the Client's responsibility to check the accuracy of the Order and to notify the Supplier immediately of any errors. The Order shall only be deemed to be definitive once the Service Provider has sent the Client confirmation of acceptance of the Order by e-mail or post, or by signing the contract in the event of a booking directly at the premises where the Service Provider markets the Services.

Any Order placed on the website [www.campinglebelvedere.com](http://www.campinglebelvedere.com) constitutes the formation of a contract concluded at a distance between the Client and the Service Provider.

• The reservation of a "camping" pitch or rental accommodation is made on a strictly personal basis. Under no circumstances may you sublet or transfer your reservation without the prior consent of Camping Le Belvédère.

• Minors must be accompanied by their parents or legal guardians.

### 2.1 Bare' camping pitch

The basic package includes the pitch for a tent, a caravan with a car or a camper van for 1 or 2 people, access to the sanitary facilities and the reception facilities.

Nature package: 1 pitch for 2 people, with 1 car and **a tent only**, without electricity.

Comfort package: 1 pitch for 2 people, with 1 car + (tent or caravan) or a motor home with 15 Amp electricity

Privilege package: 1 pitch for 2 persons, with 1 car + (tent or caravan) or a motor home, with 15 amp electricity, with a sink with cold water and a barbecue (barbecue grill to be claimed at the reception in exchange for a 20 euro deposit). The deposit will be returned on the day of departure when the client returns the clean BBQ grill to the receptionist.

### 2.2 Rental

The rental accommodation is fully equipped. The basic package is from 2 to 6/8 places depending on the type of accommodation.

Le Belvédère campsite reserves the right to refuse access to the site to groups or families arriving with a number of participants greater than the capacity of the rented accommodation.

### 2.3 Booking fees

• The booking fee for rentals and bare pitches is 14 euros for all bookings made.

## 3. GROUP BOOKING

• Any booking of more than 4 accommodations by the same natural person or by different natural persons but knowing each other and travelling together for the same reasons on the same dates of stay in the same place is considered as a group.

• The accommodation offered on the Flower camping le Belvédère site is intended exclusively for individual customers

• For all group reservation requests, you must contact the campsite by telephone, by email or via our "Contact us" section. Le Belvédère campsite reserves the right to examine the reservation request before accepting or refusing it.

## 4. TARIFFS AND TOURIST TAX

The prices indicated are valid for the 2022 season. They are per night and are in euros, including VAT.

The Services offered by the Provider are provided at the rates in force on the website [www.campinglebelvedere.com](http://www.campinglebelvedere.com), or on any information medium of the Service Provider, when the Customer places the order. Prices are expressed in Euros, exclusive of tax and VAT.

The rates take into account any discounts granted by the Service Provider on the website [www.campinglebelvedere.com](http://www.campinglebelvedere.com) or on any information or communication medium.

These prices are firm and non-revisable during their period of validity, as indicated on the website [www.campinglebelvedere.com](http://www.campinglebelvedere.com). This period of validity shall be indicated in the e-mail or in the written offer sent to the Client. After this period of validity, the offer shall lapse and the Provider shall no longer be bound by the prices.

The amount of the tourist tax is 0.55 euros per day and per person aged 18 and over.

## 5. PAYMENT CONDITIONS

### 5.1 Advance payment

The sums paid in advance are advance payments. They constitute an advance payment on the total price due by the Client.

A deposit of 30% of the total price of the provision of the Services ordered is required when the Client places the order. It must be paid on 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.

The Service Provider will not be able to reimburse any amount due to a cancellation by the Client (unless the Client has taken out cancellation insurance, for which proof is required).

The balance of the stay for a rental must be paid in full 30 days before the date of arrival (otherwise the rental will be cancelled)

OR The balance of the stay for a "camping" pitch must be paid in full on the first day of arrival.

• For bookings made less than 30 days before the start of the stay, full payment must be made at the time of booking at the campsite (30% deposit + balance of the stay).

• In the event of non-payment of the deposit at the time of booking or of the balance at the latest 30 days before the start of the stay by the client, the campsite reserves the

right to cancel the booking and to re-offer the accommodation for rent.

## **5.2 Payment**

Payments made by the Client shall not be considered final until the Service Provider has actually received the sums due.

For both the deposit and the balance, you can pay for your reservation or stay by the following methods :

Bank and French postal cheques, ANCV holiday cheques, ANCV "Connects" holiday cheques, cash, bank card (Visa, CB, Mastercard) or by bank transfer to:

**BNP PARIBAS ST FLOUR - IBAN: FR76 3000 4014 2200 0100 2985 496 - BIC : BNPAFRPPCLF**

### Visiting customers:

If you are staying on a pitch without a reservation (passing through), you must pay at least the first night on arrival. You are also responsible for informing the reception of the desired or extended duration of your stay. The balance must be paid at the latest on the day before departure, taking into account the opening hours of the reception. In the event of advance payment and early departure, no refund will be made.

## **5.3 Non-Compliance With Payment Terms**

In addition, the Provider reserves the right, in the event of non-payment of the deposit at the time of booking or of the balance at the latest 30 days before the date of the beginning of the stay by the Client, to suspend or cancel the provision of the Services ordered by the Client and/or to suspend the execution of its obligations after formal notice has remained without effect. And to re-propose the accommodation for rent.

## **6. No Right Of Withdrawal**

In accordance with Article L.221-28 of the Consumer Code, Flower Campings informs its customers that the sale of services and accommodation provided on a specific date or according to a specific schedule is not subject to the provisions relating to the 14-day cooling-off period.

## **7. PROVISION OF SERVICES**

### **7.1 Provision And Use Of Services**

If a "health pass" is required by the government of the country of the campsite on the dates of the booked stay, all participants in the stay, subject to this obligation, will have to present a valid "health pass" on their arrival to be able to enter the campsite.

The rental accommodation may be occupied from 3 p.m. in low season and from 5 p.m. in high season (from 1 July to 31 August) on the day of arrival and must be vacated by 10 a.m. on the day of departure.

Or the "camping" pitch can be occupied from 3 p.m. in low season and from 2 p.m. in high season (from 1 July to 31 August) on the day of arrival and must be vacated by 12 p.m. at the latest on the day of departure.

The balance of the rental stay must be paid in full 30 days before the date of arrival (otherwise the rental will be cancelled) OR on the first day of arrival for the "camping" pitch. The accommodation and pitches are designed for a specific number of occupants and may not 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 105 € 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.

The "camping" pitch must be cleaned of all rubbish, bins and other sardines etc. For PRIVILEGE pitches, the sink must be cleaned and the barbecue grill must be returned to reception clean.

### **7.2 Security Deposit**

For accommodation rentals, a deposit of 450 € is required from the Client on the day the keys are handed over and will be destroyed within 48 hours (confirmation by e-mail to the Client), less any compensation retained, on the basis of supporting invoices, for any damage noted by the inventory of fixtures on departure. The withholding of the deposit does not exclude additional compensation in the event that the costs are greater than the amount of the deposit

This guarantee does not constitute a limit of liability.

- If the accommodation has not been cleaned before your departure, you will be asked to pay a cleaning fee of at least 105 € including VAT or 80 € including VAT for accommodation without sanitary facilities.

## **8. DELAY, INTERRUPTION OR CANCELLATION OF THE STAY BY THE CLIENT**

There is no discount for late arrivals, early departures or changes in the number of people (either for all or part of the planned stay).

### **8.1 Change**

The client may request a change to his stay (dates, type of accommodation, number of people) by writing to the campsite (by post or email). The Provider will do its utmost to accept requests for date changes within the limits of availability and possibilities, 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 these cases. No postponement will be accepted for the following season. In the absence of a change, the client will have to carry out his stay in the initial conditions of reservation or cancel it according to the conditions of the cancellation insurance (without subscription, the sums paid will not be refunded).

Any request to increase the duration of your stay will be carried out according to availability and the rates in force.

Any request for a reduction in the duration of your stay will be considered by the Provider as a partial cancellation, the consequences of which are governed by Article 8.2.

### **8.2 Interruption**

Premature departure shall not give rise to any reimbursement by the Provider.

### **8.3 Cancellation**

In the event of cancellation of the Reservation by the Client after its acceptance by the Provider less than 45 days before the scheduled date of the reserved Rental, for any reason whatsoever except force majeure, the deposit paid at the time of the Reservation, as defined in Article 5 - PAYMENT TERMS and CONDITIONS of these General Terms and Conditions of Sale, shall be automatically forfeited to the Provider, by way of compensation, and shall not give rise to any refund.

### **8.4 Cancellation In Case Of Pandemic**

8.4.1. In the event of total or partial closure of the establishment during the dates of the booked stay (which is assimilated to a measure of total or partial prohibition of 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 Provider, the sums paid in advance by the Client in respect of the booking of the stay will be reimbursed within a period of 2 months. However, the Provider shall not be liable for any additional compensation beyond this refund of the sums already paid for the booking of the holiday.

8.4.2. Notwithstanding the provisions of Article 8.3 CANCELLATION, any cancellation of the holiday 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 holiday on the planned dates, will give rise to the issue of a non-refundable credit note valid for 2 years.

Any processing and management fees as provided for in the general terms and conditions will be retained by the Provider. In all cases, the Client must provide proof of the event making him/her eligible for this right of cancellation.

8.4.3. Notwithstanding the provisions of Article 8.3 CANCELLATION, in the event that the Client is forced to cancel the entire stay due to governmental measures that do not allow participants to travel (general or local confinement, ban on travel, closure of borders), even though the campsite is able to fulfil its obligation and welcome the Clients, the Provider will issue a credit note corresponding to the sums paid by the Client, less the reservation fees which will remain the property of the Provider. This credit note, which is non-refundable and non-transferable, will be valid for 2 years

8.4.4 - If the Customer takes out specific insurance covering the risks listed in Article 8.4.2 or Article 8.4.3, the insurance indemnities received by the Customer shall be deducted from the amount of the credit note referred to in Articles 8.4.2 or 8.4.3.

## **9. OBLIGATION OF THE CUSTOMER**

### **9.1 Public 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.

### **9.2 Animals**

Pets are allowed on the pitches for a fee of 4 euros per day per pet and exclusively in the ARTENSE, SANTOIRE and SUMENE mobile homes (except for 1st and 2nd category dogs) for a fee of 6 euros per day per pet, payable at the time of booking. When authorised, they must be kept on a lead at all times. They are not allowed near the

swimming pool, in the food shop or in the buildings. Dogs and cats must have up-to-date vaccination records.

### **9.3 Image**

You authorise Le Belvédère campsite, as well as any person appointed by Le Belvédère campsite, to photograph, record or film you during your stay at Flower Le Belvédère campsite and to use said images, sounds, videos and recordings on all media (in particular on the website or internet pages of Le Belvédère campsite - including Facebook and Instagram - on Flower campsite presentation and promotional materials and on travel or tourist guides). This authorisation is valid for you and for the people staying with you. Its sole purpose is to ensure the promotion and animation of the establishment and the Flower Campings network and may not in any way damage your reputation. This authorisation is granted free of charge, for all countries and for a period of 5 years.

### **9.4 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.

## **10. LITIGATION**

Any complaint concerning the non-conformity of the services with the contractual commitments can be reported by post or email to the campsite's Service Provider or to Flower Campings.

## **11. INTELLECTUAL PROPERTY**

The content of the website [www.campinglebelvedere.com](http://www.campinglebelvedere.com) is the property of the Provider and its partners and is protected by French and international intellectual property laws.

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 to the photographs, presentations, studies, drawings, models, prototypes, etc., produced (even at the Client's request) for the purpose of providing the Services to the Client. The Customer shall not reproduce or use 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.

## **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.

## **13. MEDIATION**

In the event of a dispute with our establishment, you can contact us as follows:

- Send a letter by registered mail with acknowledgement of receipt to the campsite manager,
- Send a copy of this letter to the customer service department at [contact@flowercampings.com](mailto:contact@flowercampings.com) or by post to FLOWER CAMPINGS - Les Espaces de Balma 4-5 - 16, avenue du Général de Gaulle -31130 BALMA.

If no amicable solution is found within one month of receipt of the above-mentioned letter of complaint, you may have recourse to a consumer mediator free of charge, provided that you refer the matter to him within one year of sending your letter of complaint. In accordance with the provisions of the Consumer Code concerning the mediation process for consumer disputes, the customer has the right to have recourse free of charge to the mediation service offered by Camping Le Belvédère. You can submit a file online on the following website [www.cm2c.net](http://www.cm2c.net), by letter: CM2C – 14 rue Saint-Jean, 75017 Paris or by phone at 06 09 20 48 86

## **14. PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE**

The Client acknowledges that, prior to placing his/her Order, he/she has been provided, in a legible and comprehensible manner, with these General Terms and Conditions of Sale and with all the information and details referred to in articles L 111-1 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 provided to 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 on the identity of the Provider, its postal, telephone and electronic contact details, and its activities, if not apparent from the context;
- Information on 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 on termination and other important contractual conditions.
- The fact that a natural person (or legal entity) orders on the website [www.campinglebelvedere.com](http://www.campinglebelvedere.com) The Customer expressly acknowledges and accepts these General terms and Conditions of Sale and waives the right to rely on any contradictory document that may not be enforceable against the Service Provider.

## **15. RESPONSIBILITY OF CAMPING LE BELVEDERE**

The client expressly acknowledges that Camping Le Belvédère cannot be held responsible for any false information given in the brochure or on the website of Camping Le Belvédère concerning the accommodation, and in particular the presentation photos, descriptions, activities, leisure activities, services and operating dates. All photos and texts used on the website of camping Le Belvédère are non-contractual. They are for information purposes only.

## **16. DATA PROCESSING AND FREEDOM**

The information you provide when placing your order will not be passed on to any third party. Camping Le Belvédère considers this information to be confidential. It will only be used by the internal services of Le Belvédère campsite, to process your order and to reinforce and personalise the communication and services reserved for Flower Campings customers according to your interests. In accordance with the French Data Protection Act of 6 January 1978, you have the right to access, rectify and oppose any personal data concerning you. To do so, simply send us a request by mail to the following address, indicating your name, first name and address to:

Camping Le Belvédère

4 Route des Vacances

F – 15260 Neuvéglise-sur-Truyère

N° SIRET : 532 66701100011

