

GENERAL TERMS AND CONDITIONS OF SALE - Season 2024

Reservation of "tourism" accommodation or pitches by private individuals
Camping Flower Le Belvédère - Mr and Mrs 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 leisure home and light leisure home..

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 Customer'), on its website www.campinglebelvedere.com or by telephone, post or electronic mail (e-mail), or at a location where the Provider markets the Services. The main characteristics of the Services are presented on the www.campinglebelvedere.com website or in written form - paper or electronic - in the event of a booking by means other than a distance order.

The Customer is obliged to familiarise himself/herself with them before placing an order. The choice and purchase of a Service is the sole responsibility of the Customer.

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

These General Terms and Conditions of Sale are accessible at 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 that 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 entered into 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:

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 accepted them either by ticking the box provided for this purpose before completing the online Order procedure, as well as the general terms and conditions of use of the www.campinglebelvedere.com website, or, in the case of offline bookings, by any other appropriate means.

2. RESERVATION CONDITIONS

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

. 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 customer, the campsite reserves the right to cancel the booking and to re-offer 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 likely to affect the execution of the reservation made. Camping Le Belvédère offers family holidays and the accommodation is specially designed for this purpose. Camping Le Belvédère reserves the right to refuse any booking which is contrary to this principle or which seeks to circumvent it.

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

Any Order placed on the www.campinglebelvedere.com website constitutes the formation of a distance contract between the Customer and the Service Provider.

. Reservations for camping pitches or rental accommodation are 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 pitches

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

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

Confort package: 1 pitch for 2 people, with 1 car + (tent or caravan) or a camper van with 15 Amp electricity.

Privilege package: 1 pitch for 2 people, with 1 car + (tent or caravan) or a camper van, with 15-amp electricity, a sink with cold water and a barbecue (barbecue grill to be requested from reception in return for a deposit of 25 euros). The deposit will be returned on the day of departure, when the customer returns the clean BBQ grill to the receptionist.

2.2 Rental

The rental accommodation is fully equipped. The basic package is for 2 to 6 people, depending on the type of accommodation.

Camping Le Belvédère 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 costs

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

3. GROUP RESERVATIONS

. Any booking of more than 4 accommodations by the same individual or by different individuals who know each other and are travelling together for the same reasons on the same dates at the same location is considered to be a group.

. The accommodation offered on the Flower camping le Belvédère website is intended exclusively for individual customers.

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

4. RATES AND TOURIST TAX

. The prices shown are valid for the 2024 season. They correspond to one night and are in euros, including VAT.

The Services offered by the Provider are provided at the prices in force on the website www.campinglebelvedere.com, or on any other information medium of the Provider, at the time the Customer places the order. Prices are expressed in Euros, excluding VAT and including VAT.

Prices take into account any discounts granted by the Service Provider on the www.campinglebelvedere.com website or in any other information or communication medium.

These rates are firm and non-revisable during their period of validity, as indicated on the www.campinglebelvedere.com 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 prices.

. The tourist tax is 0.60 euros per day per person aged 18 and over.

. The amount of the additional departmental tax (TAD) is 0.06 euros per day per person aged 18 and over.

. The 2024 Eco-contribution is €0.34 per day per person aged 18 and over.

5. TERMS OF PAYMENT

5.1 Deposit

Sums paid in advance are deposits. They constitute an advance on the total price due by the Customer.

A deposit of 30% of the total price of the Services ordered is required when the Customer places the order. It must be paid on receipt of the definitive hire contract attached to the copy to be returned. It will be deducted from the total amount of the order.

It cannot be reimbursed by the Supplier in the event of cancellation by the Customer (unless the Customer 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 arrival date (otherwise the rental will be cancelled).

OR The balance for a camping pitch must be paid in full on the 1st day of arrival.

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

. In the event of non-payment of the deposit at the time of booking or of the balance no later than 30 days before the start date of the holiday by the customer, the campsite reserves the right to cancel the booking and re-offer the accommodation for rent.

5.2 Payment

Payments made by the Customer will not be considered final until the amounts due have been received by the Provider.

For both the deposit and the balance, you may honour your booking or holiday by the following methods of payment:

French bank and postal cheques, ANCV holiday vouchers, ANCV "Connects" holiday vouchers, 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

Visitors: If you are staying on a pitch without a reservation, you must pay for at least the 1st night on arrival. You are also responsible for informing reception of the desired or extended length of stay. The balance must be paid no later than the day before departure, taking into account the opening hours of 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 start date of the holiday by the Customer, 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. And to re-propose the accommodation for rental.

6. NO RIGHT OF WITHDRAWAL

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

7. DELIVERY OF SERVICES

7.1 Availability and use of services

If a "health pass" is required by the government of the country where the campsite is located on the dates of the stay booked, all participants in the stay who are subject to this requirement must present a valid "health pass" on arrival in order to enter the campsite.

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. at the latest on the day of departure.

Camping pitches may 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 1st day of arrival for "camping" pitches.

The accommodation and pitches are intended 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 on delivery. If this is not the case, the tenant will be invoiced for the "End of stay cleaning" option of the tariff in force for the 2024 season. 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, dustbins and other sardines, etc. For PRIVILEGE pitches, the sink must be cleaned and the barbecue grill returned to reception clean.

7.2 Special socket for electric cars

The reinforced socket is fitted with a differential circuit breaker to prevent any short-circuit on the home's electrical panel. In order for it to deliver its full power, you will need to fit an occasional charging cable compatible with Green 'Up.

This socket is only available on accommodation in the premium range: pitches 1, 4, 5, 6, 42, 43, 44, 45, 110, 111, 112, 113 and 114, for an additional daily fee.

Any connection to a domestic socket, whether on the pitches or in the accommodation not fitted with the Green 'Up socket, is strictly forbidden.

The campsite accepts no liability in the event of an electric car being connected to a campsite pitch or accommodation that is not equipped with a special plug for electric cars. Any damage observed will be the subject of the individual responsibility of the person not respecting the pre-requisite instructions.

7.3 Deposit

For accommodation rentals, a security deposit of €350 is required from the Customer on the day the keys are handed over and will be destroyed within 48 to 72 hours (confirmation by e-mail to the Customer), after deduction of any compensation deducted, on the basis of supporting invoices, for any damage noted in the departure inventory of fixtures. The withholding of the deposit does not preclude additional compensation if the costs exceed the amount of the deposit.

This deposit does not constitute a limit of liability.

- If the accommodation is returned dirty or has not been the subject of an "end of stay cleaning" package when the stay is booked, it will then be invoiced at the rate in force for the season.

8. CANCELLATION BY CAMPING LE BELVEDERE

In the event of cancellation by Le Belvédère, except in the case of force majeure, the sums paid for the reservation will be reimbursed in full. However, this cancellation cannot give rise to the payment of damages.

9. DELAY, INTERRUPTION OR CANCELLATION OF STAY BY THE CUSTOMER

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).

9.1 Changes

Customers may request a change to their holiday (dates, type of accommodation, number of people) by writing to the campsite (by post or email). The Service Provider will do its utmost to accept requests for date changes within the limits of availability and possibilities, and without prejudice to any additional costs; in all cases, this is simply an obligation of means, and the Service Provider cannot guarantee the availability of a pitch or accommodation, or another date; an additional charge may be requested in such cases. No postponements will be accepted for the following season. If no change is made, the customer must stay as originally booked or cancel in accordance with the terms of the cancellation insurance (if you do not take out this insurance, the sums paid will not be reimbursed).

Any request to increase the length of your stay will be subject to availability and the current rates.

Any request to reduce the length of your stay will be considered by the Provider as a partial cancellation, the consequences of which are governed by Article 9.2.

9.2 Unused services

If your stay is interrupted or shortened for one of the following reasons:

- . Borders closed by administrative decision
- . Administrative closure of the campsite
- . Restriction of travel to a number of kilometres by administrative decision making it impossible to come to the campsite.

The campsite will issue a voucher for the amount of the unused nights, valid for two years. If the customer refuses to accept this voucher, he/she will be reimbursed, on request, for the corresponding amount, after deduction of the cost of administration fees and cancellation insurance, if this has been taken out.

Apart from the reasons mentioned above, any stay that is interrupted or shortened (late arrival, early departure) due to the customer's fault will not give rise to a refund or voucher.

9.3 Cancellation due to the customer

All requests for cancellation must be sent by post to the campsite's postal address or by e-mail. Cancellations made by telephone cannot be taken into account. Any cancellation will result in the cancellation of the reservation and the campsite reserves the right to offer the accommodation for rent again.

a- In the event of cancellation by the customer without subscription to the cancellation guarantee: For one of the following reasons up to the date of arrival:

- . Closure of borders by administrative decision
- . Administrative closure of the campsite
- . Restriction of travel to a number of kilometres by administrative decision making it impossible to come to the campsite.

The campsite will issue a voucher for the full amount paid, valid for two years. If the customer refuses this voucher, he/she will be reimbursed for the nights not used, valid for two years, will be issued by the campsite. If the customer refuses to accept this voucher, he/she will be reimbursed, on request, for the corresponding amount less the cost of administration fees and cancellation insurance, if this has been taken out;

. **For any other reason:**

- . **Case 1:** Cancellation up to 16 (sixteen) days before the start of the holiday. The 30% deposit will be retained by the campsite as a cancellation fee. The sums paid, deducted from the amount of the deposit, will be the subject of a non-refundable voucher valid for 2 years, to be used at the campsite where the holiday was cancelled.
If payment has been made in full or in part with a voucher worth more than the deposit: the deposit of 30% of the total cost of the holiday will be retained by the campsite as a cancellation fee. A new non-refundable voucher valid for 2 years, to be used at the campsite where the holiday was cancelled, will be issued minus the 30% deposit, which will be retained by the campsite as a cancellation fee.
- . **Case 2:** Cancellation between D-15 and D-6 before the start of the holiday. The campsite will retain 50% of the total cost of the stay as cancellation charges. A voucher will be issued for an amount corresponding to the sums paid, less cancellation charges of 50% of the total amount of the stay.
This voucher is non-refundable, non-transferable, can only be used at the campsite where the holiday was cancelled and is valid for two years.
- . **Case 3:** Cancellation between D-5 and D-0 before the start of the holiday. The total amount paid, i.e. the total cost of the stay, will be retained by the campsite. No refunds will be made. If the customer does not arrive at the campsite within two days of the start of their stay and without having informed the campsite by post or e-mail beforehand, the reservation will be considered cancelled by the customer. The campsite therefore reserves the right to re-let the accommodation.

In the event of cancellation of the holiday, the amount paid in holiday vouchers cannot be reimbursed in accordance with article L.112-141. of the French Monetary and Financial Code. In this case, a non-refundable voucher valid for 2 years, which can be used at the campsite where the holiday was cancelled, will be issued for the amount paid in holiday vouchers, less any deposit, in accordance with the conditions indicated above.

a- In the event of cancellation by the customer with subscription to the cancellation guarantee, the sums paid are covered by the guarantee in accordance with the general cancellation conditions. If the reason is not covered by the cancellation insurance or if the file is refused by it. The general terms and conditions of sale paragraph 9.3 apply and the cost of the cancellation insurance will be deducted from the sums paid in the event of cancellation.

10. CUSTOMER'S OBLIGATION

10.1 Liability insurance

Customers staying on a pitch or in accommodation must have third-party liability insurance. A certificate of insurance may be requested from the Customer before the start of the service.

10.2 Pets

Pets must be kept on a lead inside the campsite and accompanied outside to keep them clean. They must not disturb the neighbours by barking or soiling, and must not be left alone on the pitch or in the accommodation. Pets are only allowed on camping pitches = 4 euros/day and on certain rental accommodation (see booking site) - of 10 kg = 5 euros/day; + 10kg = 6 euros/day, with a limit of one pet per pitch or accommodation. Any animal found in unauthorised accommodation will be excluded without refund of stay.

10.3 right of publicity

You authorise Le Belvédère campsite, and 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 in any medium (in particular on the Le Belvédère campsite website or web pages - including Facebook and Instagram - on Flower campsites presentation and promotional materials and in travel or tourist guides). This authorisation applies both to you and to persons staying with you. Its sole purpose is to promote and animate the establishment and the Flower Campings network and may in no way damage your reputation. This authorisation is granted free of charge, for all countries and for a period of 5 years.

10.4 Internal rules

House rules are displayed at the entrance to the establishment and at reception. Customers are required to read them and comply with them. They are available on request..

11. DISPUTE

Any complaint concerning the non-conformity of the services in relation to the contractual commitments can be notified by post or email to the campsite Service Provider or to Flower Campings.

12. INTELLECTUAL PROPERTY RIGHTS

The content of the www.campinglebelvedere.com 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 this content, in whole or in part, 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) for the purpose of providing the Services to the Customer. The Customer is therefore prohibited from reproducing or exploiting the said studies, drawings, models and 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 or used and distributed by the Service Provider.

13. APPLICABLE LAW - LANGUAGE

These General Terms and Conditions of Sale and the 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.

14. MEDIATION

If you have a dispute with our establishment, you can contact us as follows:

-Send a letter by recorded delivery with acknowledgement of receipt to the campsite manager,

-Send a copy of this letter to the customer service department at 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 aforementioned letter of complaint, you may have recourse free of charge to a consumer ombudsman, provided that you refer the matter to him/her 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 use the mediation service offered by Camping Le Belvédère free of charge. You can submit your complaint online at www.cm2c.net, by post to CM2C - 14 rue Saint-Jean, 75017 Paris or by telephone on 06 09 20 48 86.

15. PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

- The Customer acknowledges that, prior to placing their Order, they have 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 pursuant to the decree of 22 October 2008 relating to prior consumer information on the characteristics of open-air hotel rental accommodation, 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 associated 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 the legal and contractual guarantees and how they are implemented; the functionalities of the digital content and, where applicable, its interoperability;
 - The possibility of recourse to conventional mediation in the event of a dispute;
 - Information relating to termination and other important contractual conditions.
- The fact that a natural person (or legal entity) places an order on the www.campinglebelvedere.com website implies full and unreserved acceptance of these General Terms and Conditions of Sale, which is expressly recognised by the Customer, who in particular waives the right to rely on any contradictory document that would be unenforceable against the Service Provider.

16. RESPONSIBILITY OF CAMPING LE BELVEDERE

The customer expressly acknowledges that Camping Le Belvédère cannot be held responsible for any false information given by its partners or by any third party in the brochure or on the Camping Le Belvédère website concerning the host sites, and in particular the presentation photos, descriptions, activities, leisure activities, services and dates of operation. All photos and text used on the Le Belvédère campsite website are non-contractual. They are for information purposes only.

17. INFORMATION TECHNOLOGY 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 departments of Le Belvédère campsite, to process your order and to strengthen and personalise communication and the range of services reserved for Flower Campings customers according to your areas of interest. In accordance with the French Data Protection Act of 6 January 1978, you have the right to access, rectify and object to any personal data concerning you. To do so, simply send us a request by post to the following address, stating your full name and address:

Camping Le Belvédère

4 Route des Vacances

F – 15260 Neuvéglise-sur-Truyère

N° SIRET : 532 66701100011