

GENERAL CONDITIONS OF SALE

Campsite LE PORT DE LIMEUIL

Details of the Provider :

SARL NADI, RCS Bergerac 411 831 357 97

Le Port de Limeuil

24480 Alles-sur-Dordogne

Tel : 0033(0)553632976 Mail : contact@leportdelimeuil.com

Website : www.leportdelimeuil.com

DEFINITIONS :

ORDER or RESERVATION or RENTAL: Purchase of Services.

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

ACCOMMODATION : Tent Treck, Lodge and Lodge Luxe, Bohème, Mobile homes, Premium Mobil homes, Terrace gîte.

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 Le Port de Limeuil campsite, operated by Mrs and Mr BONVALLET, to non-professional customers ("The Customers" or "the Customer"), on its website www.leportdelimeuil.com or by telephone, post or electronic mail (e-mails), or in a place where the Service Provider markets the Services.

The main characteristics of the Services are presented on the website www.leportdelimeuil.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 required to read them before placing an order. The choice and purchase of a Service is the sole responsibility of the Client.

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 any time on the Website and shall 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 at the date 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 the right to access, rectify and object to all personal data at any time if the processing is not essential to the execution of the order and the stay as well as their consequences. This can be done by writing to Camping Le Port de Limeuil 24480 Alles-sur-Dordogne, or by e-mail to contact@leportdelimeuil.com

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 prior to the implementation of the online Order procedure, as well as the general terms and conditions of use of the website www.leportdelimeuil.com or, in the case of off-line reservations, by any other appropriate means.

ARTICLE 2 – RESERVATIONS

The Customer selects on the website or fills in any document sent by the Provider the services he/she wishes to order.

It is the Client's responsibility to check the accuracy of the Order and to notify the Provider immediately of any errors. The Order shall only be deemed final once the Booking Deposit has been paid and confirmation of acceptance of the Order has been sent to the Client by the Service Provider 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.

The reservation is made taking into account the client's wishes and the campsite's availability as much as possible.

Pursuant to Article L.221-28 of the French Consumer Code, the right of withdrawal cannot be exercised for contracts for the provision of accommodation services, which must be provided on a specific date or during a specific period.

Any Order placed on the www.leportdelimeuil.com website constitutes the formation of a contract concluded at a distance between the Client and the Service Provider.

All Orders are personal and may not be transferred under any circumstances.

ARTICLE 3 – PRICES

The Services offered by the Provider are provided at the prices in force on the website www.leportdelimeuil.com, or on any information medium of the Provider, at the time the Customer places the order. Prices are expressed in Euros, exclusive of tax and VAT. These prices are subject to change. The campsite reserves the right to modify the prices at any time.

Stays will be invoiced on the basis of the rates in force on the day of the reservation, subject to availability. It is advisable to check the applicable rate by contacting the campsite directly.

The rates take into account any discounts that may be granted by the Provider on the website www.leportdelimeuil.com or on any other information or communication medium.

These rates are firm and non-revisable during their period of validity, as indicated on the website www.leportdelimeuil.com, in the e-mail or in the written proposal sent to the Client. After this period of validity, the offer is void and the Provider is no longer bound by the prices.

"Any subsequent change in the applicable VAT rate between the time the rates were determined and the billing of the holiday will result in a corresponding change in the price including VAT, which the Client accepts without reservation.

Offers and promotions are not retroactive and cannot be combined.

Conditions for renting accommodation

- In High Season (see M.H & Gîte Rental Rates), Mobile homes, Premium Mobile homes and the Terrace Gîte, the arrival day is Saturday for a minimum of 7 days

For the Treck, Lodge and Bohème Tents, there is no defined arrival and departure day, a minimum of 2 nights is required.

- In Low and Mid season (see Short stay rental rates), there are no defined arrival and departure days but a minimum of 2 nights is required.

3.1 Tourist tax

The tourist tax, collected on behalf of the local authority, is not included in the rates. Its amount is determined per person and per day as follows

+ 0,60€ per night and per person from 18 years old.

ARTICLE 4 - PAYMENT CONDITIONS

4.1. Advance payment

The sums paid in advance are deposits. They constitute a deposit on the total price due by the Client.

The following is required:

For accommodation: 25% of the total amount of the stay + 15€ Reservation Fee.

For bare pitches: 100€ (85€ deposit + 15€ booking fee).

This deposit must be paid on receipt of the booking form and will be deducted from the total amount of the order.

It is reminded that in application of the provisions of article L221-28 and following of the Consumer Code, none of the services offered by the Port of Limeuil is subject to the right of withdrawal (except in the cases provided for in article 6.3 of these general conditions).

Consequently, any cancellation by the client after booking and before departure will result in a refund as follows

- 100% of the deposit (including booking fees), if the cancellation is made more than 45 days before the start of the holiday

- 50% OF THE DEPOSIT (- booking fee), if the cancellation is made between 30 and 45 days before the start of the stay

- NO REFUND, if the cancellation is made less than 30 days before the beginning of the stay or if the client does not show up

4.2. Payment

Payments made by the Client will only be considered as final once the amounts due have been collected by the Provider.

Late payment will result in the immediate payment of all sums due by the Client, without prejudice to any other action that the Provider may be entitled to take 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 above payment terms, to suspend or cancel the provision of the Services ordered by the Customer and/or to suspend the performance of its obligations after a reminder has remained without effect.

ARTICLE 5 - PROVISION OF SERVICES

5.1. Provision and use of services

The reserved pitch is available to the client from 12.00 noon on the agreed date of arrival until 12.00 noon on the date of departure.

The reserved accommodation is available to the customer from 3 p.m. on the agreed date of arrival until 10 a.m. on the date of departure.

5.2. Balance

The balance of the stay in accommodation must be paid in full 30 days before the date of arrival (under penalty of cancellation of this rental).

The balance of the stay (bare pitch) must be paid in full on the day of arrival.

The accommodation and bare pitches are designed for a specific number of occupants and cannot be occupied by a greater number of people.

5.3. Deposit

The accommodation and bare pitches must be returned in the same state of cleanliness as on delivery. If this is not the case, the hirer must pay a fixed sum 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.

For accommodation rentals, a deposit of : 150 € euros is required by BANK CARD ONLY from the Client on the day the keys are handed over and is returned to him after the cleaning team has passed through the property, after deduction of any repair costs.

This deposit does not constitute a limit of liability.

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

No reduction will be granted in the case of a late arrival, an early departure or a change in the number of persons (whether for the whole or part of the planned stay).

6.1. Modification and interruption

In the event of a change of dates or number of persons, the Provider will do its utmost to accept requests for a change of date within the limits of availability, without prejudice to any additional costs; in all cases, this is 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 such cases.

The Campsite retains the right to re-let the pitch and/or accommodation without being obliged to pay any refund or compensation.

The Campsite will keep a reserved pitch and/or accommodation for 24 hours, starting from the date of your arrival. After this period, the Campsite will dispose of it as it sees fit, the deposit will not be refunded.

In case of delay, the Client must inform the Provider.

Any request to reduce the duration of the stay will be considered by the Provider as a partial cancellation, the consequences of which are governed by Article 6.2.

Early departure shall not give rise to any refund from the Provider.

6.2. Cancellation

The Serenity Option is optional and covers the reimbursement of sums paid to the campsite in the event of cancellation.

6.2.1 Without the "Serenity" option

In the event of cancellation without the "Serenity" option by the Client after acceptance by the Provider less than 30 days before the planned date of the reserved rental, for any reason whatsoever except force majeure, the deposit and balance paid at the time of the Reservation, as defined in Article 4 - PAYMENT CONDITIONS of these General Terms and Conditions of Sale, will be automatically acquired by the Campsite as compensation and will not give rise to any reimbursement.

6.3. Serenity" option

The "Serenity" option is not retroactive and can only be taken out at the time of booking.

At the time of booking, it is possible to subscribe to the "Serenity" option to benefit from flexible conditions for modifying and cancelling the stay. Any modification or cancellation of a reservation must be made in writing and sent to the campsite by e-mail. The deadlines are calculated from the date of receipt in all cases of cancellation. This offer does not replace the other general terms and conditions of sale, which it merely supplements in the event of cancellation or modification of the stay.

If you have subscribed to the "Serenity" option, no proof is required.

RATE: 2,20 % calculated on the amount of the stay, including options, for the reservation of a pitch or a rental.

Any stay that is interrupted or shortened (late arrival, early departure) due to your fault will not be reimbursed.

6.3.1 Conditions for changing your stay

- 14 days before your arrival, your stay can be changed to other dates **FREE OF CHARGE**; if there is a difference in price due to the new dates, these will be charged to the client; if the new stay is less expensive than the old one, it will not be subject to any refund

- From the 13th day before your arrival, the stay cannot be modified.

6.3.2 Conditions for refunding the stay

- Up to 30 days before your arrival, the stay can be cancelled and the sums paid will be reimbursed after deduction of the serenity option and the reservation fees

- From 29 days and up to 14 days before your arrival, your stay can be cancelled for a fee of 50 €. The amount paid will be reimbursed, minus the costs, the fixed price and the Serenity Option.

- From 13 days before your arrival, no refund will be made.

6.4. Cancellation related to COVID 19

6.4.1. In the event of total or partial closure of the establishment during the dates of the booked stay (which is considered to be a total or partial ban on the reception of the public, insofar as the Client is directly affected by the application of this measure) decided by the public authorities, and which is not attributable to the Provider, the campsite will be obliged to refer to the instructions issued by the government.

6.4.2. Notwithstanding the provisions of Article 6.2 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 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 voucher valid for 18 months, which will be reimbursed at the end of the validity period. In all cases, the Client must provide proof of the event making him/her eligible for this right to cancel.

6.4.3. Notwithstanding the provisions of Article 6.2 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, ban on travel, closure of borders), even though the campsite is able to fulfil its obligation and welcome Clients, the Provider will issue a voucher corresponding to the amounts paid by the Client. This voucher is valid for 18 months and is refundable at the end of the validity period.

ARTICLE 7 - OBLIGATIONS OF THE CLIENT

7.1. Civil 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.

7.2. Animals

Pets are accepted under the responsibility of their masters, subject to a fee available from the Provider and payable at the time of booking. They must be kept on a lead, tattooed and vaccinated. The vaccination booklet is compulsory and must be up to date.

Pets are accepted for a fee available from the Provider and payable at the time of booking or on site on arrival.

They are accepted in all the accommodations only in Low and Middle Season.

Exception, in La BOHEME N°81 we welcome a dog, an enclosure is provided for this purpose.

7.3 Visitors

Visitors are allowed under the responsibility of their host, after having reported their presence to the reception and having paid a fee of 4 €/day per visitor.

7.4. Internal rules

Internal regulations are displayed at the entrance to the establishment and at reception. The Client is obliged to read them and to respect them. They are available on request.

ARTICLE 8 - OBLIGATIONS OF THE PROVIDER – GUARANTEE

The reservation is made taking into account the Client's wishes and the campsite's availability as much as possible.

The 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 defect in the design or execution of the Services ordered.

In order to assert its rights, the Customer shall 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 delivery of the Services.

The Service Provider shall refund or rectify or cause to be rectified (to the extent possible) the Services found to be defective as soon as possible and no later than 15 days after the defect or fault has been detected by the Service Provider. Reimbursement shall be made by crediting the Customer's bank account or by sending a bank cheque to the Customer.

The Service Provider's liability is limited to the reimbursement of the Services actually paid by the Customer. The Service Provider shall not be held responsible or liable for any delay or non-performance resulting from the occurrence of a force majeure event as usually recognised by French case law.

The Services provided through the Provider's website www.leportddelimeuil.com comply with the regulations in force in France.

ARTICLE 9 - RIGHT OF WITHDRAWAL

Pursuant to Article L.221-28 of the French Consumer Code, the right of withdrawal cannot be exercised for contracts for the provision of hosting services, which must be provided on a specific date or during a specific period.

ARTICLE 10 - PROTECTION OF PERSONAL DATA

The Service Provider, the writer of the present document, implements the processing of personal data whose legal basis is

- 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 Provider

- Processing, executing, prospecting, producing, managing and following up clients' requests and files

- The drafting of documents on behalf of its clients

Or compliance with legal and regulatory obligations when it implements 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 only keeps data for the time necessary for the operations for which they were collected and in compliance with the regulations in force.

In this respect, client data is kept for the duration of the contractual relationship plus 3 years for the purposes of promotion and canvassing, without prejudice to retention obligations or limitation periods.

With regard to the prevention of money laundering and the financing of terrorism, the data is kept for 5 years after the end of the relationship with the Service Provider. As regards accounting, it is kept for 10 years from the end of the accounting period.

The data of prospective customers is kept for a period of 3 years if no participation or registration to the Provider's events has taken place.

The data processed is intended for authorised persons of the Service Provider.

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

The persons concerned by the processing operations implemented also have the right to object at any time, for reasons relating to their particular situation, to the processing of personal data whose legal basis is the legitimate interest of the Service Provider, as well as the right to object to commercial prospecting.

They also have the right to define general and specific directives defining the way in which they intend to exercise the above-mentioned rights after their death

By e-mail to the following address: contact@leportdelimeuil.com

Or by post to the following address SARL NADI Camping Le Port de Limeuil 24480 Allessur-Dordogne with a copy of a signed identity document.

The persons concerned have the right to lodge a complaint with the CNIL.

ARTICLE 11 - INTELLECTUAL PROPERTY

The content of the website www.leportdelimeuil.fr is the property of the Provider and its partners and is protected by French and international laws relating to intellectual property.

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 on photographs, presentations, studies, drawings, models, prototypes, etc., made (even at the request of the Client) 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.

ARTICLE 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.

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 be deemed authentic in the event of a dispute.

ARTICLE 13 – DISPUTES

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

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

In particular, he may have recourse free of charge to the Consumer Mediator.

ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The Client acknowledges having been informed, prior to placing the Order, in a legible and comprehensible manner, of the present General Terms and Conditions of Sale and of all the information and details referred to in articles L 111-1 to L111-7 of the French 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 related costs
- Information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if not apparent from the context
- Information relating to legal and contractual guarantees and their implementation modalities; the functionalities of the digital content and, if 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.leportdelimeuil.fr implies full acceptance of these General Terms and Conditions of Sale, which is expressly recognised by the Customer, who waives, in particular, the right to rely on any contradictory document, which would be unenforceable against the Provider.