

GENERAL TERMS AND CONDITIONS OF SALES

CAMPING LE PORT DE LIMEUIL

Service provider détails :

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DEFINITIONS :

ORDER or RESERVATION or RENTAL: Purchase of Services.

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

ACCOMMODATION : Tent Treck, Lodge and Lodge Luxe, Bohème, Mobil-homes, Premium range Mobil-homes, Gîte-terrasse, Gîte Gabriel.

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-mail), or in a place where the Service Provider markets the Services.

The main characteristics of the Services are presented on the www.leportdelimeuil.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 the one 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, at any time, to access, rectify and, if the processing is not essential to the execution of the order and the holiday as well as their consequences, to object to all of his/her personal data by writing, by post and providing proof of his/her identity, to Camping Le Port de Limeuil 24480 Allessur-Dordogne or by e-mail to contact@leportdelimeuil.com.

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 before completing the online Order procedure, as well as the general terms and conditions of use of the www.leportdelimeuil.com website or, in the case of offline bookings, by any other appropriate means.

En vertu de l'article L.221-28 du code de la consommation, le droit de rétractation ne peut être exercé pour les contrats de prestations de services d'hébergement, qui doivent être fournis à une date ou à une période déterminée

Toute Commande passée sur le site internet www.leportdelimeuil.com constitue la formation d'un contrat conclu à distance entre le Client et le Prestataire.

Toute Commande est nominative et ne peut, en aucun cas, être cédée.

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

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

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

ARTICLE 2 - RESERVATIONS

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

It is the Customer's responsibility to check the accuracy of the Order and to notify the Supplier immediately of any errors. The Order will only be considered definitive once the deposit has been paid and confirmation of acceptance of the Order has been sent to the Customer by the Provider by e-mail or post, or by signature of the contract in the event of a reservation made directly at the premises where the Provider markets the Services.

Reservations are made taking into account, as far as possible, the customer's wishes and the campsite's availability.

Holders of discount cards (ACSI, ADAC PIN CAMP only) are not entitled to a reservation; if a reservation is validated and the customer presents a discount card on the day of arrival, it cannot be taken into consideration and no refund can be made. **Discount cards are reserved for visiting customers.**

ARTICLE 3 - PRICES

The Services offered by the Service Provider are provided at the prices in force on the www.leportdelimeuil.com website, or on any information medium of the Service Provider, when the Customer places the order. Prices are expressed in Euros, excluding VAT and including VAT. These prices are subject to change. The campsite reserves the right to change prices at any time. Stays will be invoiced on the basis of the rates in force on the day of booking, subject to availability. We advise you to check the applicable rate by contacting the campsite directly.

Rates take into account any discounts offered by the Provider on the www.leportdelimeuil.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.leportdelimeuil.com website, in the e-mail or in the written proposal sent to the Customer. After this period of validity, the offer is null and void and the Service 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 time the holiday was invoiced will result in a corresponding change in the price including VAT, which the Customer accepts unreservedly.

Offers and pro Accommodation rental conditions

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

For Treck, Lodge and Bohème tents, there are no set arrival and departure dates, but **a minimum of 2 nights is required.**

- In low and mid season (see Short Stay Tariffs), there are no set arrival and departure days, but a minimum of **2 or 3 nights is required.**

3.1. Local taxes

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

+ €0.61 per night and per person aged 18 and over.

ARTICLE 4 – PAYMENT CONDITIONS

4.1. Advance payment

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

The following is required:

For accommodation: 25% of the total cost of the stay + €15 Booking 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.

Please note that in application of the provisions of article L221-28 et seq. of the French Consumer Code, none of the services offered by the Port de Limeuil are subject to the right of withdrawal (except in the cases set out in article 6.3 of these general conditions).

Consequently, any cancellation by the customer after booking and before departure will result in a refund as follows:- 100% DE L'ACOMPTE (- les frais de réservation), si l'annulation se fait plus de 45 jours avant le début du séjour

- 50% OF THE TOTAL PAYMENT (- booking fee), if the cancellation is made between 30 and 45 days before the start of the holiday.

- NO REFUND, if the cancellation is made less than 30 days before the start of the holiday or if the customer fails to show up

4.2. Payment

Payments made by the Customer will only be considered final once the amounts due have been received by the Supplier.

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

ARTICLE 5 –
FOURNITURE DES PRESTATIONS

5.1. Availability and use of services

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

The reserved accommodation is available to the customer from 3.00 p.m. on the agreed day of arrival until 10.00 a.m. on the day of departure.

Late arrivals (after 8 p.m.) will only be accepted in cases of force majeure and must be notified to the management in advance.

5.2. Balance

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

The accommodation and bare 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.

5.3. Deposit

The accommodation and bare pitches must be returned in the same state of cleanliness as on delivery. Failing this, the tenant will be required to 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 security deposit of : **150 € euros** is required by BANK CARD ONLY (**you must know the PIN code of your bank card**) from the Customer on the day the keys are handed over and will be returned to the Customer after the rental cleaning team has visited the property, less any costs incurred in restoring the property.

This deposit does not constitute a limit of liability.

5.4 Rental accommodation

Arrival and departure, inventory of fixtures

Arrival is from 3:00 AM to 8 PM. The customer must go to reception to check in: hand over the keys and the sheets and towels if the customer has booked them.

A deposit of €150 will be required by credit card only. WARNING: It is essential to know your credit card PIN code, NO other means of payment will be accepted (no payment by phone, no contactless payment, no payment by cash or cheque). The deposit will be returned only after our teams have visited.

Check-out is between 8 AM and 10 AM. The customer must report to reception so that we can carry out an inventory of fixtures together. **The accommodation must be returned in the same state of cleanliness as on arrival.**

As indicated in Article 5.3 of the General Terms and Conditions, the deposit may be retained in full or in part if the rental requires the intervention of the cleaning team.

- Tente Treck : 35 € minimum
- Tente Lodge/Lodge Luxe : 50 € minimum
- Mobil-home : 65 € minimum
- Gîte : 85 € minimum

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

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

6.1. Changes and interruptions

In the event of a change to the dates, the Provider will endeavour to accept requests to change the dates as far as possible, subject to availability:

- More than 45 days before arrival: €15 charge

- Between 45 and 30 days: €20

- Less than 30 days: €25

In all cases, this is simply an obligation of means, and the Service Provider cannot guarantee the availability of a pitch or accommodation, or of another date; a price supplement may be requested in these cases.

The Campsite reserves the right to re-let the pitch and/or accommodation without being liable for any re-imbursement. The Campsite will keep a reserved pitch and/or accommodation for 24 hours from the date you are due to arrive. After this period, the Campsite will dispose of it as it sees fit, and the deposit will not be reimbursed.

In the event of a delay, the Customer must inform the Supplier.

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

6.2. Cancellation

The Serenity Option is optional and covers the reimbursement of sums paid to the campsite in the event of cancellation. (See conditions ART. 6.3.1 and 6.3.2 BELOW)

6.2.1 Without the 'Serenity' option

In the event of cancellation of the Reservation by the Customer without the 'Sérénité' option, after acceptance by the Supplier less than 30 days before the planned date of the reserved Rental, for any reason whatsoever other than force majeure, the deposit and the balance paid at the time of Reservation, as defined in Article 4 - PAYMENT TERMS of these General Terms and Conditions of Sale, will be automatically acquired by the Campsite, by way of compensation, and may not give rise to any reimbursement.

6.3. Serenity' option

The 'Sérénité' option is non-retroactive and can only be taken out at the time of booking.

At the time of booking, it is possible to subscribe to the Sérénité option to benefit from flexible conditions for modifying and cancelling the stay. All changes or cancellations must be made in writing and sent to the campsite by e-mail. 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 change of holiday.

If you have subscribed to the 'Sérénité' option, you do not need to provide any supporting documents. Early departure shall not give rise to any reimbursement by the Provider or compensation.

RATE: 2.20% calculated on the amount of the stay, including options, for pitch or rental bookings.

Any stay that is interrupted or shortened (late arrival, early departure) due to your fault will not give rise to a refund.

6.3.1 Conditions for changing your stay

- 14 DAYS BEFORE your arrival, your stay may be changed to other dates for a €15 fee: if there is a difference in price due to the new dates, these will be charged to the customer; if the new stay is less expensive than the old one, no refund will be made.

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

6.3.2 Conditions for refunding your stay

- Up to 30 days before your arrival, your stay may be cancelled and the sums paid will be refunded, less the serenity option and the booking fee.

- From 29 days and up to 14 days before your arrival, your stay may be cancelled for a fee of €50. The sums paid will be reimbursed, after deduction of the booking fee and the Serenity Option.

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

6.4.1. In the event of total or partial closure of the establishment during the dates of the booked stay (which is treated as a total or partial ban on receiving the public, insofar as the Customer 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 Customer is affected by COVID 19 (infection) or any 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/her participation in the holiday on the scheduled dates, will give rise to the issue of a voucher valid for 18 months. In all cases, the Customer must provide proof of the event making him/her eligible for this right of cancellation.

6.4.3. Notwithstanding the provisions of Article 6.2 CANCELLATION, in the event that the Customer is forced to cancel the holiday in its entirety due to government measures preventing participants from travelling (general or local confinement, travel ban, closure of borders), even though the campsite is able to fulfil its obligation and welcome Customers, the Supplier will issue a voucher corresponding to the sums paid by the Customer. This voucher is valid for 18 months and is refundable at the end of the period of validity.

ARTICLE 7 - CUSTOMER OBLIGATIONS

7.1. Civil liability insurance

Customers staying on a pitch or in accommodation must be covered by public liability insurance. A certificate of insurance may be requested from the Customer before the start of the service.

7.2. Pets

Pets are accepted under the responsibility of their owners, subject to a charge available from the Provider and payable at the time of booking. They must be kept on a lead, tattooed and vaccinated. Vaccination records must be kept up to date.

Pets are accepted for a fee, which is available from the Provider and payable at the time of booking or on arrival. Ils sont acceptés dans tous les locatifs seulement en Basse et Moyenne Saison.

Exception, dans La BOHEME N°81 et 87 ainsi que dans les gîtes, nous accueillons un chien, un enclos est prévu à cet effet.

7.3 Visiteurs

Les visiteurs sont autorisés sous la responsabilité de leur hôte, après avoir signalé leur présence à l'accueil et s'être acquitté d'une redevance.

7.4. Règlement intérieur

Un règlement intérieur est affiché à l'entrée de l'établissement et à l'accueil. Le Client est tenu d'en prendre connaissance et de le respecter. Il est disponible sur simple demande

ARTICLE 8 - OBLIGATIONS OF THE SERVICE PROVIDER - GUARANTEE

Reservations are made taking into account the Customer's wishes and the campsite's availability as far as possible.

The Provider guarantees the Customer, in accordance with legal provisions and without additional payment, against any lack of conformity or latent defect arising from a fault in the design or execution of the Services ordered.

In order to assert its rights, the Customer 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 will reimburse or rectify or have rectified (where possible) the services deemed defective as soon as possible and no later than 15 days following the Service Provider's discovery of the defect or fault. Reimbursement will be made by credit to the Customer's bank account or by cheque sent to the Customer.

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

The Services provided via the Provider's www.leportdelimeuil.com website 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 accommodation services, which must be supplied on a specific date or during a specific period.

ARTICLE 10 - PROTECTION OF PERSONAL DATA

The Service Provider, as drafter of the present document, implements the processing of personal data for the following legal purposes:

- Either the legitimate interest pursued by the Service Provider when it pursues the following purposes:
- Prospecting
- Managing relations with customers and prospects
- The organization, registration and invitation to the Service Provider's events
- processing, executing, prospecting, producing, managing and monitoring customer requests and files
- Drafting deeds on behalf of its customers

To comply with legal and regulatory obligations when implementing processing for the purpose of :

- preventing money laundering and the financing of terrorism, and combating corruption
- Invoicing
- accounting

The Service Provider retains data only for as long as is necessary for the operations for which it was collected, and in compliance with current regulations.

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

With regard to the prevention of money laundering and the financing of terrorism, data is kept for 5 years after the end of the relationship with the Service Provider. For accounting purposes, data is kept for 10 years from the end of the financial year.

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

The data processed is intended for authorized personnel 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, query, limit, port or delete data concerning them.

Data subjects 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 canvassing. 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: contact@leportdelimeuil.com

Or by post to the following address SARL NADI Camping Le Port de Limeuil 24480 Alles-sur-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 www.leportdelimeuil.fr 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 all intellectual property rights to photographs, presentations, studies, drawings, models, prototypes, etc., produced (even at the Customer's request) with a view to providing the Services to the Customer. The Customer therefore refrains from reproducing or exploiting said studies, drawings, models, prototypes, etc., without the express, written and prior authorization 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.

ARTICLE 12 - APPLICABLE LAW - LANGUAGE

The present General Terms and Conditions of Sale and the operations arising therefrom are governed by and subject to French law.

These General Terms and Conditions of Sale are written in French. In the event of translation into one or more foreign languages, the French text shall prevail in the event of litigation.

ARTICLE 13 - DISPUTES

All disputes to which the purchase and sale transactions entered into pursuant to these General Terms and Conditions of Sale may give rise, concerning their validity, interpretation, performance, termination, consequences and consequences, and which cannot 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, they may have free recourse to the Consumer Mediator

ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The Customer 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 prior consumer information 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 this is not apparent from the context.
- Information relating to legal and contractual guarantees and how they may be 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 on termination and other important contractual conditions.

The fact that a natural person (or legal entity) places an order on the **www.leportdelimeuil.fr** website implies full and unreserved acceptance of these General Terms and Conditions of Sale, which is expressly acknowledged by the Customer, who in particular waives the right to rely on any contradictory document that would be unenforceable against the Service Provider.