



GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale (GTCS) apply to the services offered by the Port Adhoc Group through its companies which own or hold contracts for the operation of marinas via direct and distance selling. They govern the pre-contractual and contractual relations between Port Adhoc and the Client and prevail over any other document. No amendment to the General Terms and Conditions of Sale can be made.

ARTICLE I: DEFINITIONS

Capitalized terms in these General Terms and Conditions of Sale shall have the meanings as defined below, for both singular and plural forms.

PORT

Refers to the marina owned or operated by Port Adhoc.

CLIENT

Refers to an individual of legal age or a legal entity with the capacity to contract and wishing to purchase one or more of the Services offered by Port Adhoc.

SERVICES

Refers to the services offered by Port Adhoc, both on the Port and on the Port Adhoc Website.

PORT AREA

Refers to the area managed by Port Adhoc on land and on water (including without limitation floating pontoons, dry storage areas, dry docks, buildings, platforms, slipways, quays, car park, etc.).

BERTH

Refers to a berth afloat (pontoons, on the quay, at anchor, etc.) or on land (indoors or outdoors on cradles, on racks, on trailers, etc.).

RENTAL

Refers to the various rental services including without limitation storage spaces, parking spaces, handling vehicles, cradles, berths, etc.

HANDLING

Refers to the launching, lifting and moving of vessels, equipment or accessories.

ARTICLE II: COMMITMENT

INFORMATION

The following information must be provided by the Client and is essential to the contract: client's name, proof of address, email address, length "overall" of the Vessel, width of the Vessel, type of the Vessel, registry papers, insurance certificate, recent photos of the vessel representative of its state upon arrival at the Port, loaded weight. The Port reserves the right to check this information and should the contract hold incorrect information, to update or terminate the contract if necessary.

CONTRACT

The contract binding the Client and the Port is composed of the signed quotation, these General Terms and Conditions of Sale, the internal regulations, the price list and the police regulations. Once signed, the quotation including these essential contractual elements constitutes the contractual document.

Thus, it is indicated on the quotation that before any signature, the client shall accept these General Terms and Conditions of Sale, the internal regulations, the current price list and, if applicable, the police regulations. The signed contract is exclusive and non-transferable.

COMPANY

In case of a Contract signed by a company, the Contract will be accompanied by a written commitment from a joint and several guarantors. The person signing the joint and several guarantee shall provide an e-mail address and proof of address in order to obtain annual information about the state of the account.

CO-OWNERSHIP

In case of joint ownership of the Vessel, all owners should be mentioned on the registry papers and declared to the Port. The Port will contact one of the owners (the designated manager) to obtain payment of all amounts due. The latter will also be designated as the default custodian of the Vessel. If the chosen manager/owner becomes insolvent, the other owners are jointly and severally liable for the payment of all charges related to the Contract. A procedure will then be initiated by the Port so that the accumulated debt can be divided among the co-owners.

WITHDRAWAL

In the context of an online sale, the Client is informed that he has a right of withdrawal that can be exercised within fourteen (14) clear days from the date of signing the Contract. The Client may waive this right so that the contract is executed before the end of this period.

In order to exercise the right of withdrawal, the Client must complete the withdrawal form provided by Port Adhoc and return it by email or by post to the addresses indicated on the form. In this case and in compliance with the withdrawal period, Port Adhoc will refund the deposit in full.

ARTICLE III: BERTH RENTAL

LOCATION

Reservation requests made or confirmed in writing and addressed to the Port are processed to the extent of available space. Allocations are made in order of registration on the waiting list and then according to the size of the Vessels in relation to the available berths.



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The Contract provides access to a berth appropriate to the size of the Vessel. The Contract is not tied to a fixed berth and the port will have the authority to move the Vessel within the port area if necessary.

In order to exercise the right of withdrawal, the Client must complete the withdrawal form provided by Port Adhoc and return it by email or by post to the addresses indicated on the form. In this case and in compliance with the withdrawal period, Port Adhoc will refund the deposit in full.

MANDATORY DOCUMENTS AND INSURANCE

The Client shall provide, at the latest on the effective date of arrival at the Port, the following documents: identity document, proof of residence, registry papers or paper of the Vessel, certificate of insurance of the Vessel up to date including the civil insurance up to date and when the client is a Company, the signed document of the joint guarantee.

All Vessels staying in the Port must be insured with a solvent insurance company against the following risks

Loss or damage caused to third parties within the Port Area,

Refloating and removal of wreckage in the event of a sinking within the port,

Damage to port facilities.

The Client commits to take out insurance for the entire duration of the Contract and to keep the Port informed of any renewals or changes that may occur during the term of the Contract. If the Client's Vessel is held liable without insurance, the costs will be borne by the Client. The Port reserves the right to check whether the vessel is insured.

DRY STORAGE CONDITIONS

The model of the Vessel, its loaded weight and its dimensions are information provided by the Client when signing the contract. Any structural modifications or addition of ballast that may affect the vessel's trim must be brought to the attention of the Port for prior approval. The Port cannot be held responsible for any damage due to the presence, movement or dynamic actions of individuals on board destabilising the storage cradle. Also, the storage on cradle is designed to cope with normal weather conditions in the Port

The Port draws the attention of users to the risks associated with accessing a vessel parked on land and positioned on cradles. Access to the Vessel must only be made using equipment that complies with current standards (ladder / scaffolding). Access to a vessel parked on land involves risks of falling from height. The Client shall take measures to protect himself from these risks. In the event of damage due to exceptional events (storm, natural disaster, earth movement, etc.) the Port cannot be held responsible. The Client must take out appropriate insurance to cover these events.

AMENDMENT OF ESSENTIAL INFORMATION

The Contract is issued in the name of a holder and for a specific vessel. These elements are essential to the Contract. In the event of a change in the characteristics of the Vessel (overall length, etc.) or a change of vessel during the term of the contract, the contract will lapse and the Port will be exempted from the obligations arising from it. Therefore, any change must be brought to the attention of the Port for prior approval. These changes may lead to a reclassification of the contract (price revision, unsuitability for the space occupied, etc.). In the event of a change of vessel, a new contract must be set up with the Port.

RESIDENTS ON THE VESSEL

A Client residing on the Vessel (and/or receiving his mail at the harbour master's office) must declare himself to the port by registered letter, letter of request or by e-mail to the harbour master's office, provide an insurance certificate covering the use of the Vessel as a residence as well as a certificate of personal liability insurance and private life insurance, and subscribe to the annual flat rate for charges relating to the Port.

DEPARTURE

The Client is obliged to inform the Harbour Master's Office of the planned movements of the Vessel and the periods of vacancy of his berth. In the event of the berth being unoccupied for more than 48 hours, the Port is authorised to make the berth available to other users.

DEATH OF THE CLIENT

The heirs and executors of the Client may retain the right to use the berth under the conditions of the contract provided that they make an explicit request in writing to the Port and provide supporting documents within three (3) months. In the event of death, the heirs and executors must notify the Port about the end of the contract by registered letter, letter of request or by e-mail to the Port's harbour master's office.

ARTICLE IV: SPECIFIC TERMS AND CONDITIONS FOR CONTRACT TYPES

RESERVATION

In order to validate a booking made in advance, the contract must be signed and the deposit, amounting to 25% of the total amount including VAT of the Contract, paid to the Port. In case of cancellation, the deposit will be retained by the Port. Invoicing begins on the date of the start of the Contract indicated on the quotation.

STORAGE CONTRACT

A "Storage Contract" is defined as a contract for which the rate applied corresponds to a period of more than 30 days and includes only the parking space rental service. It is a fixed-term contract renewable by tacit agreement on the anniversary date of the Contract.

Rejection of renewal must be notified with a notice period equivalent to 25% of the contract duration (e.g. for a 1-year contract, the notice period is 3 months). The Client will receive a renewal notification between 3 months and 1 month before the end of the period authorising the rejection of tacit renewal

The Client is committed for the period of the Contract. In the event that the Client renews his Contract, he shall be entitled to a notice period equivalent to 25% of the duration of the renewed Contract. The rejection of the renewal or the termination of the Contract must be made in writing by registered letter or by e-mail to the harbour master's office at the Port. The notice period will take effect upon receipt of the notice of termination.

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33123 Le Verdon sur Mer
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PACKAGE

A "Package" contract is defined as any contract that includes additional Services in addition to parking. A 'Package' contract is a fixed-term contract with tacit renewal on the anniversary date of the contract for an equivalent duration. The Client is committed for the period of the contract and will not be entitled to notice of termination. The incorporated Services can only be used during the contract period. Rejection of the renewal of the Contract must be made in writing by registered letter or by e-mail to the harbour master's office at the Port. It must be notified with a notice period equivalent to 25% of the initial Contract period (e.g. 3 months for a one-year contract).

STOPOVER CONTRACT

A "stopover contract" is defined as a contract for which the rate applied corresponds to a duration of less than 30 days and only includes the service of berth rental. Stopover contracts are fixed-term contracts without notice required.

BILLING

Invoices are sent to the address provided by the Client. The Client shall notify the Port of any change in his contact details and must notify the Port in writing, attaching a certificate of address. For private individuals, invoices must be paid upon receipt. For professionals, invoices must be paid within 30 days. The Port also offers the possibility of paying invoices in advance. Invoicing begins on the date of the start of the Contract and is carried out in accordance with the terms and conditions defined in the Contract for the entire duration of the Contract, regardless of the presence of the Vessel.

HANDLING

Handling is subject to appointment. Making an appointment does not constitute an undertaking by the Port to carry out the Handling or a guarantee that it will be carried out within a specific time limit. Handling operations may be postponed (due to climatic events, technical or human imponderables) and the Client shall have no claim against the Port for delay or non-performance of the expected service.

Lifting the vessel to shore or into the water is a risky operation which requires that the location of the support points for the handling elements (straps, skids, etc.) be precisely indicated by the Client or his duly designated custodian of the Vessel to the personnel during each handling operation. The Vessel is secured under the responsibility of the signatory of the handling request (the Client or custodian). For securing on cradles, the points of support for securing the vessel on cradle or on the ground must be indicated by the Client or the duly designated custodian according to the location of the structural bulkheads. In the absence of the Client or his duly appointed custodian of the Vessel when it is put ashore, port staff must be provided with a plan of the Vessel containing these indications or at least photos of previous handling operations. In the event of incorrect information or in the absence of the Client, the Port cannot be held responsible for any damage due to an error in the choice of support points for straps and wedges (twisting of the propeller shaft, deformation of the hull, etc.).

For masting/dismasting operations, the Port will attach the lifting strap to the mast and handle the mast according to the instructions of the Client or his duly appointed custodian. The dismantling of the rigging and accessories remains the responsibility of the Client, who will preferably hire a professional to assist him. For the handling of heavy parcels, launching, landing and moving of the Vessel, the responsibility of the Port is limited by the application decrees n°66-1038 of 31 December 1966 on chartering and maritime transport contracts modified by law 86-1292 of 23 December, unless a declaration of value of the vessel has been made to the Port. Storage on land (racks, cradles), may cause the vessel to be slightly inclined in relation to the horizontal, which may affect the flow of rainwater. It is the Client's responsibility to inform the Port if the Vessel requires special treatment. The Port is not authorised to intervene on the Vessel, and cannot be held responsible for water ingress due to doors, hatches, bilge plugs or hatches left open or leaking.

The Client is obliged to clean up the areas of the quayside that constitute his berth ashore, if this is not done, an additional fee will be charged. The storage of material under the Vessel on a cradle is strictly prohibited. The Port must always be able to use cradle to move the Vessel in the event of an emergency (fire in particular).

ARTICLE V: PRICES

The price lists are expressed in euros including all taxes. They can be consulted at the harbour master's office of the Port and on various communication media. The parking prices take into account the overall length of the vessels. The prices in force at the signing of the Contract are applied until the Contract is renewed. On the anniversary date of the Contract, the prices in force will be applied. The Client will be informed of the new prices at least one (1) month before they come into force. The promotional offers offered are specified on the website and/or the Port. These offers are only valid for the period indicated and subject to availability.

ARTICLE VI: PAYMENT

PAYMENT METHOD

Invoicing shall begin on the date the Contract begins. In the case of a Contract of more than 3 months, the Client will have the choice between monthly billing or annual cash billing. In the case of monthly billing, the Client may choose either online payment or direct debit.

NON-PAYMENT

In the event of late payment of invoices or rejection of direct debits, the Port will notify the Client by means of a formal notice to pay within two weeks. In the event of failure to pay on the due date, the Port will initiate legal proceedings in order to obtain compulsory execution of the payment of the debt, or authorisation to seize the Vessel in question. In the event of late payment of invoices or rejection of direct debits, penalties equal to the last interest rate applied by the ECB plus 12%, which may not however be less than three times the legal interest rate, shall be payable on the day following the settlement date shown on the invoice. A fixed indemnity of 40 € for collection costs will also be applied (art. L441-6 C. de Loi du 201112 art.20).

The Port may refuse a commercial relationship with a Client who has demonstrated payment difficulties. If the Port decides to terminate the contract due to non-payment, the Client shall be liable for the full amount due, including notice. The Port may move any vessel for which the Client has not paid all its invoices, at the Client's expense and risk.

In the event of non-payment, the Port has the right to retain the vessel and its accessories until full payment of the sums due. In the event of prolonged non-payment of the contract for a period of six consecutive months, the vessel shall be presumed not to have been kept and voluntarily abandoned. Where a vessel is in a prolonged state of abandonment, the owner's rights over the Vessel may be forfeited, where appropriate after implementation of the measures provided for in Article 5. article L. 5141-2-1.

ARTICLE VII: RIGHTS AND RESPONSIBILITIES OF THE CLIENT

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Anse de la Chambrette
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In the event that the Client fails to fulfil its responsibilities, the Port reserves the right to terminate a contract by operation of law and to give notice to the Client to leave the Port immediately with its vessel. If the vessel remains in the port beyond the date of the notice to leave, the stopover public rate (or passenger) will be charged.

CAPACITY

The Client, if he is a natural person acting in his own name or representing a legal entity, warrants that he is of legal age and has full legal capacity to enter the Contract.

ACCURACY OF INFORMATION PROVIDED

The Client warrants the accuracy of the personal information (identity, address, telephone, e-mail, etc.) provided at the time of booking, and undertakes to communicate any changes to this information.

COMPLIANCE WITH THE GTCS AND THE PORT'S INTERNAL REGULATIONS

The subscription to a Contract implies acceptance of the GTCS, the price lists, the applicable Port operating regulations and the Police regulations. The Client shall remain liable for the full amount of his invoices, even if he does not use the allocated berth for a certain period of time, and this even in the event of definitive early departure. The Client is liable to the Port for any damage caused by a breach attributable to himself, the Vessel, members of his family, members of his staff or any person he has invited.

MAINTENANCE AND COMPLIANCE OF THE VESSEL

The Client is obliged to ensure that the Vessel is maintained in a good state of maintenance, cleanliness, buoyancy and safety in accordance with the regulations in force. For vessels parked afloat, he must be able to prove at any time that the Vessel has been lifted ashore and inspected within the past eighteen (18) months with an invoice of lift out of the water. Failing this, the Port will have the right to request that the Vessel be removed from the evacuation of the concerned vessel. If this evacuation is not carried out within the time limit imposed by the Port, the port agents may proceed to put the vessel ashore at the Client's expense and risk. Any vessel whose buoyancy is dependent on a bilge pump will have its Contract terminated and must leave the Port Area on the first formal notice given by the Port.

USE

The Client undertakes to use the berth only for the Vessel defined in the Contract. The rental of the berth is intended for exclusively civil and private use. The Client may not use the berth for commercial, craft or professional purposes, failing which the Contract will be automatically terminated. Similarly, any subletting of the berth is strictly forbidden.

RENTAL OF SHIPS OR OTHER PROFESSIONAL ACTIVITY

VESSELS STORED ASHORE

For vessels stored ashore, the rental of the Vessel or any other professional activity is strictly forbidden.

VESSELS AFLOAT

The rental of vessels between private individuals or the exercise of any professional activity in the Port is forbidden, except with the express prior written agreement of the harbour master's office. The latter will judge whether or not the activity meets the general obligations to which the activity is subject. After agreement from the Harbour Master's Office, the owner wishing to rent out the Vessel covered by his Contract is obliged to take out specific insurance to cover any damage (either through a daily "multi-risk" package offered by the rental platforms, or by including a "private hire guarantee" in his insurance). Before starting his activity and then every year, he must provide the Port with proof of payment of the relevant insurance. In the event of non-compliance, the Port reserves the right to terminate the Contract.

The Client undertakes to distribute the GTCS and Port Operating Regulations (Internal Regulations) to his customers. The Port Operating Regulations and the Port Police Regulations apply to the Client's customer. If these customers behave in a way that does not comply with these Regulations, they will be given notice to leave the premises without delay. The Client will be liable to have his parking Contract terminated and to be compensated for the damage caused.

Liability of the Port - The Port shall not be liable for damage to vessels or property caused by third parties and shall not be liable for any ancillary services which the Client may have entrusted to third parties.

Liability of the Client- In the event of damage caused by the Vessel during the charter period, the Client may be held liable if it is shown that the damage was caused by a breach of his contractual obligations.

SALE OF THE VESSEL

The storage permit issued to the Client is strictly personal and non-transferable. In the event of the sale of the Vessel, the Client undertakes to declare any transfer, even partial, of the Vessel. The Client must notify the Port in writing of the sale of the Vessel contracted with the Port and provide proof (Registration document in the name of the purchaser, authenticated bill of sale). For a partial transfer, whether for payment or free of charge, the Client must provide the Port with up-to-date registry papers with the name of the co-owner. The Client is liable for the totality of the amounts due according to the terms of his Contract, including notice.

ARTICLE VIII: RIGHTS AND RESPONSIBILITIES OF THE PORT

PORT MANAGEMENT

The Port undertakes to notify the Client as soon as possible in the event of an incident. Within the framework of a parking contract, the Port ensures the provision of a parking space in a peaceful manner and under normal conditions.

SECURITY

Port Adhoc may be held liable within the limits provided for by the common law of contractual civil liability in the event of damage resulting directly from a breach of its contractual obligations. Indirect damages (loss of image, loss of opportunity, loss of profit, loss of data or loss of customers) are not compensable.

The Port is not responsible for the guarding of the Vessel in the Port Area. The Port only intervenes to ensure a general surveillance of all the vessels. Port Adhoc cannot be held responsible for theft, damage to vessels or disappearance of objects on board. Port Adhoc cannot be held responsible for the good conservation of the vessel as a whole and in particular for the water drains, mooring lines, chromes, varnishes, fittings, batteries, electrical equipment of the engines or installations of the vessel, and any other accessory (depth sounder, logs, flaps, antennas, fenders...). In case of emergency, the Port has the right

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to take precautionary measures, at the client's expense, in order to preserve safety and the environment.

The Client declares that he waives all recourse against Port Adhoc and its insurers for any damage, theft or deterioration caused by an identified or unidentified third party to the Vessel or its equipment, apart from damage that could be attributed to Port Adhoc by its actions or for damage caused by force majeure such as storms, lightning, hurricanes, fire, for which Port Adhoc and its insurers cannot be held responsible.

CONDITION OF THE VESSEL

The Port reserves the right to accept or not, to conclude a parking contract with a client, depending on the condition of the vessel presented.

FORCE MAJEURE

Handling operations are carried out all year round on the days and at the times when the Port is open, as posted in the harbour master's office, except in cases of force majeure, impossibilities linked to dredging, works, breakdowns of equipment or other problems or incidents beyond the control of the Port. Similarly, access to vessels and traffic within the Port is guaranteed throughout the year, except in cases of force majeure where it may be hindered, in particular due to works, gear breakdowns, dredging incidents or other problems or incidents beyond the control of the Port.

ARTICLE IX: REGULATION

All requests for information and complaints should be addressed to www.port-adhoc.com via the contact form. Requests or complaints relating to a specific Port should be sent by e-mail or by post to the address of the Port.

DISPUTES

In accordance with article L.211-3 of the French Consumer Code, the Client is informed of the possibility of resorting, in the event of a dispute, to a conventional mediation procedure or any other alternative dispute resolution method in accordance with articles L.612-1 et seq. of the French Consumer Code. The Client may submit his request to the CMAP mediator, whose contact details and procedures for referral are available by clicking on the following link : www.cmap.fr.

APPLICABLE LAW

These GTCS are subject to French law. In the event of a dispute which cannot be resolved, the parties hereby submit to the determination of the French courts.

MODIFICATION OF THE GTCS

In accordance with Article L121-84 of the French Consumer Code, in the event of any modification of the GTCS affecting the present Contract, a notification will be sent to the Client with the date on which the new GTCS will take effect at the latest 1 (one) month before it takes effect.

PERSONAL DATA

The Port Adhoc Group takes great care to ensure the security of the Client's data in accordance with the legislation in force and in particular with the rules of the General Data Protection Regulation ("GDPR"). The information collected by Port Adhoc is subject to computer processing and is intended for the administrative, accounting and commercial management of the group and its subsidiaries. In accordance with the law "Informatique et Libertés" of 06/01/1978 modified in 2004, the Client has the right to access, modify, rectify and delete information concerning him/her. The Client may exercise this right by writing to

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Customer Service
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75001 Paris

The Client may also, for legitimate reasons, object to the processing of his data by Port Adhoc.

VIDEO SURVEILLANCE

Our establishment is placed under video protection by the Port for the safety of people and property. The images are kept for 7 days and can be viewed, in the event of an incident, by the staff in charge of security and by the police. To exercise your right of access to the images that concern you, or for any information on this system, please send your request to the Port.

ARTICLE X: MISCELLANEOUS PROVISIONS

These General Terms and Conditions of Sale are subject to change and may be modified at any time by Port Adhoc. In the event of a change in these Terms and Conditions, Port Adhoc may notify the Client of the new terms and conditions. By signing these Terms and Conditions, the Client acknowledges having read them in their entirety and accepts them without reservation. This version of the GTCS cancels and replaces the previous versions. All complaints must be made in writing.