

## **Reservation Center: A berth at a port of call**

### **General Conditions**

These General Conditions are concluded between the Reservation Center of berths called RESAPORTS and the people wishing to make a last minute reservation for a short stay (below called “the User”).

The General conditions specify the conditions of use of the service and settle all the necessary steps of berths reservation from the reservation itself to the payment of the reservation fees.

These arrangements prevail over all other documents and conditions which could also be available on the website of the Center.

Since the contract is concluded via Internet, the Reservation Center is identified to the Users with

CCI Nice Côte d’Azur

20 boulevard Carabacel BP 1259 06005 NICE CEDEX 01 FRANCE

Telephone Number: 0 820 422 222

SIRET Number: 180 600 017 00016

APE Code: 911 A

The Conditions are valid for the season 2009, after the Reservation Center is put into service; that is from April the 1st to September 30<sup>th</sup> 2009.

#### **0. Preliminary Definitions**

In the arrangements, the following terms will have the definitions given below:

**“Offer of Reservation or offer of Service proposed by the Center”** designates the service which allows the Users to reserve less than three days in advance (last minute reservation) a berth in a port of call in one of our partner yacht harbors.

**“User”** designates all passing sailors who wish to make a last minute reservation for a short stay in one of our partner yacht harbors (1 to 3 nights at the most).

**“Partner harbors”** designate all yacht harbors mentioned on the Center Website (cf interactive map of the Website; the pictures are there to illustrate and are not contractual).

**“The Parties”** designate the Reservation Center and the User.

#### **1. Presentation of the Reservation Offer**

The Reservation Center allows the Users to know which berths are available at a port of call in the partner yacht harbors and to directly reserve a berth if they want to stay there from 1 to 3 nights at the most.

In accordance with the conditions of the offer, the Reservation Center solely meets the needs of people who want last minute reservation for a short stay.

Those reservations can be made for the night of the reservation, and/or the night after, and/or two nights after.

## **2. Conditions of the Offer and of the Reservation Service**

### 2.a. Boats category

The Reservation offer offered by the Center is opened to yachts and motorsboats.  
If the yacht has several hulls, the Users have to contact directly the requested harbour.

### 2.b. Conditions of the Reservation

The Reservations made for the day of the reservation have to be made before 6:00 pm to be taken into account.

The reservations are valid from noon to noon the next day. So a reservation for one night is valid until noon the next day.

The reservations of berths are valid until 6:00 pm, closing hour given to the User to go back to the harbor.

### 2.c. The length of the Reservation Offers

The database of the Reservation Center is updated in real time.

Each reservation made updates automatically the availabilities it has.

The database is directly updated by the Partner harbors. They add any new availability or remove all berths which would have been reserved directly.

The reservation offers of berths offered by the Center are therefore normally valid as long as they are on line.

## **3. Fees Conditions**

The prices given by the Reservation Center include for all reservation:

### 3.a. The reservation fees to be paid to the Center

The fees are unique no matter how many nights are spent (at the most 3 nights).

They are taken by the Center when the reservation is made and vary according to the length of the User's boat (different prices according to the criteria "overall length"):

- |   |                         |
|---|-------------------------|
| - overall length inferior or equal to 7.99m | 5€ including all taxes  |
| - overall length between 8 and 11.99m       | 10€ including all taxes |
| - overall length between 12 and 19.99m      | 20€ including all taxes |
| - overall length between 20 and 29,99 m     | 30€ including all taxes |
| - overall length over 30m                   | 70€ including all taxes |

The payment will be made only by bank card via a secure and immediate on line payment (The Site uses a secure system according to the process of encoding SSL).

The bank card information will neither be kept nor given to anyone.

The system of reservation will automatically create a bill the User will be able to download (format PDF) + Acrobat Reader.

Once drawn out, the fees of the reservation will not be reimbursed even if the User does not come or cancel the reservation.

### 3.b. The price of the berth to be paid to the requested harbour

The daily price (including all taxes) is the mooring tax of the reserved berth at the port of call and it will be paid directly to the partner harbor. The User only pays the reservation fees on line.

As soon as the User arrives, he or she will go to the office of the partner harbor with the documents of the boat and a valid insurance certificate.

The daily prices are set by the partner harbors and depend on the categories of the yachting boats.

The prices mentioned on the Center Website will only be given for information only.

## **4. How does the Reservation Center work?**

The User can make the reservation in one way:

Via the Website of the Reservation Center: <http://resaports.com>

Via INTERNET, the user can make a reservation from April 1<sup>st</sup> to September 30<sup>th</sup> 2009.

The User searches any available berths in the partner harbor of his or her choice.

According to the criteria of the research, the application gives him or her:

- a list of available berths in the requested partner harbor.
- The daily price of that partner harbor according to the category of his or her boat.
- The start date and the end date of the price given.
- The reservation fees in respect of the length of the boat.

If an offer suits him or her, the User will fill in the reservation document on line which includes:

- The creation of a User's account which contains the information about the User and the information about his or her first boat. Once the document is filled in and validated, the User will also be able to add other boats.
- The input on a secure page of the information relative to the payment of the reservation fees by a bank card.

Once the reservation document is filled in, a confirmation email will be sent to the User and to the harbor with a reservation number, the date and time he or she can arrive to the harbor as well as the date and time he or she has to leave.

### Arrangements relative to the password

The User has to keep his or her password confidential.

In case he or she forgets the password, the User can get a new one via the Website page created to that end. He or she will have to keyboard his or her email address and click on "to get a new password". The User will then receive an email with the new password and will be able to change his or her profile.

## **5. Obligations of the User**

5.a. The User makes sure and guarantees that the information he or she will put in his or her profile is correct and that he or she is responsible for all incorrect, incomplete or obsolete information.

5.b. The User undertakes to immediately make a modification in his or her profile in case of a change of situation and a change of the characteristics of his or her boat.

5.c. The User undertakes to be at the Partner harbor on-time, date and time which will have been given to him or her previously.

In case of delay, problems to get to the port of call on time, or cancellation, the User undertakes **to inform the harbor** by calling the harbor office or the Call Center. Then the User will be informed that his or her berth will be given to someone else by the Reservation Center or by the harbor itself and he or she will not be able to ask for a reimbursement of any sort of the Reservation fees.

5.d. The User undertakes not to make several and simultaneous reservations for several partner harbors at the same time.

## **6. Lack of Right to Retract**

All confirmed reservation is considered as definitive and it is agreed to accept all prices in force and the General Conditions.

The Reservation Center of berths being a last minute reservation, the right to retract provided for in article L.121-20 of the Code of the Consumer does not apply to these General Conditions in conformity with the article L.121-20-2 of that same code.

## **7. Termination by the Reservation Center**

The Reservation Center reserves the right to cancel the User's account without notification or compensation in one of the following cases (non-exhaustive list):

- refused withdrawal, insolvency of the User
- Incorrect information given by the User
- Non-respect of the General Conditions
- Non-payment of the sums due
- Cancellation of the program for economic reasons decided by the Reservation Center
- Death of the User

## **8. Responsibility**

The Reservation Center is under an obligation to provide results for all the steps of the reservation process subject that all information given by the User and that all data input by the partner harbors are correct.

The responsibility for the Reservation Center could not however be committed if the non-fulfilment or the delay of the execution of one of its obligations were either ascribable with the unforeseeable and insurmountable fact of a third party, or consecutive with the supervening of a case of absolute necessity as defined by the Jurisprudence of the French courts.

In the same way, the responsibility of the Reservation Center could not be committed for all the disadvantages or damages inherent in the use of Internet network, in particular in the event of rupture of service, external intrusion or presence of data-processing viruses.

The Reservation Center does not guarantee that the Site is compatible with the material or the User's particular computer set-up.

The Reservation Center cannot in any case be held responsible for the direct or indirect, immaterial, foreseeable or unforeseeable damages (including the loss of profits or opportunity...) which could rise from the use or impossibility of using completely or partially the offers presented on the Site of reservation.

The Reservation cannot in any case be held responsible for the inefficiency, the inaccuracy or the change of the hypertext link suggested nor of the contents of the Web pages towards which they direct.

The User declares that he or she knows the characteristics and the limits of Internet, in particular the technical performances, the times of response to consult, question or transfer data and the risks related to the security of the communications.

## 9. Personal Information

The information which is requested from the Users within the framework of the Reservation Center is essential to the treatment of their reservation request.

In accordance with the provisions of the amended law n°78-17 of 06/01/1978 relating to data processing, to the files and to freedoms, the User has a right of access, of modification, of correction and of suppression of the information which relates to him or her.

To exert his right of access, the User has to send a request by regular mail or email indicating his or her full name and addresses to the following address:

CCI Nice Côte d'Azur- Pôle Nautique  
20 boulevard Carabacel BP 1259 06005 NICE CEDEX 01 FRANCE

Email address: [resaports@cote-azur.cci.fr](mailto:resaports@cote-azur.cci.fr)

That information is addressed to the Reservation Center and will be able to be used for informative, advertising, or commercial purposes.

In the event of opposition to the exercise of this right, the User has to make the request by writing to the address above.

## 10. Miscellaneous

### 10.a. Proof:

The computerized registers, kept in the database of the Register Center in reasonably secure conditions, will be considered as proofs of communications, reservations, and payments between the Parties.

### 10.b. Complaints:

All requests of information, of precisions, and possible complaints about this system of Reservation must be made to

CCI Nice Côte d'Azur- Pôle Nautique  
20 boulevard Carabacel BP 1259 06005 NICE CEDEX 01 FRANCE

Email address: [resaports@cote-azur.cci.fr](mailto:resaports@cote-azur.cci.fr)

### **10.c. Specific situation where the meteorological conditions are very bad:**

**In case of very bad weather, the harbors have to accept all boats in a difficult situation. In that case, those boats will be accepted in the same way as the boats with a reservation. The reservation made via the Reservation Center does not give any additional advantages to the other yachts.**

### 10.d. Modifications:

It is specifically agreed with the Parties that the Reservation Center can at any moment modify the system of reservation with the idea to bring some changes and/or to make technical improvements which could be necessary.

In that case, the Reservation Center will only have to post the modifications made in the General Conditions contents.

11.e. Validation, nullity of a clause:

In case one of the clauses in the General Conditions are invalid, null and void to implement the law, a payment or a decision made by a jurisdiction, this clause would be considered as detachable from the present ones. The other clauses of these General Conditions would still be applied.