



# TERMS OF RENTAL\*

## APTITUDE

The captain of the boat must be over 18 and is responsible for the equipment entrusted to him, he agrees that in all circumstances the person who has to take control of the boat is the holder of the temporary license. He declares having been informed of : forfeits and exclusions to guarantees under the boat insurance.

The owner reserves the right to refuse to hand over a boat to any tenant who would not be able to assume responsibility. In this case, you will be offered a refund of the total price excluding any compensation whatsoever.

## REGISTRATION / BOOKING / PAYMENT

The booking is effective as of confirmation by the rental company, upon receipt of the booking form together with a deposit of 40 % of the total rental amount.

Payment by installments can be considered on demand. **THE BALANCE MUST BE PAID 4 WEEKS BEFORE DEPARTURE.** For payment from abroad, the costs will be borne by the tenant.

## SECURITY DEPOSIT

A deposit of 660 € to 1200 € (insurance excess) : cash, cheques, currency, Eurocheques or by credit card (depending on the departure base ) must be made on the day of departure before boarding. This will be returned at the end of the cruise as long as the boat and its equipment are returned in proper working order, and undamaged at the agreed time and place. This deposit is the amount of the insurance excess in case of accident and is used to cover the costs of the equipment failure or improper maintenance of the boat during the cruise. This deposit is to be paid even if the cruise plus insurance is taken out.

## TRIP CANCELLATION

- Notified by the tenant.

If you are forced to cancel your reservation, send a written notification to the rental company immediately.

The costs are as follows:

More than 8 weeks before departure: 150 € fee

Between 8 and 4 weeks prior to departure: 40% of rental price

Less than 4 weeks before departure: 100% of rental price

These costs may be reimbursed if the rental company has been able to rent the boat again during the period.

- Notified by the rental company.

If, due to unforeseeable and unavoidable circumstances, the rental company cannot have the boat available for the tenant, it is obliged to implement all the means at its disposal to provide the tenant with a replacement boat with a level of comfort and capacity comparable to the one initially chosen. If this is not possible, the rental company shall promptly reimburse all sums paid in proportion to the corresponding days of loss of use, excluding any compensation whatsoever.

Special conditions for the cancellation of « flotilla » and « long-term reservation.»

Derogating from the general rental conditions and cancellation terms above, flotilla reservations - more than 3 boats together - or long-term lease - more than 4 weeks - will be firm non-cancelable reservations (100% the amount of the rent regardless of the date of cancellation)

In the case of a flotilla, it is mandatory to identify a captain and crew for each boat at time of the booking. If customers subscribe to a cancellation insurance, the cancellation of one vessel will not in any way justify the cancellation of the other boats. The Insurance treats cases individually by boat.

Conditions of booking modifications:

More than 8 weeks before departure: € 100 fee for any changes in time or boat ( lower pricing ) with the same provider after their agreement.

Any other change is subject to cancellation terms above (even for a more expensive boat with a different provider than the one originally booked ).

## CRUISE CANCELLATION INSURANCE

Ensures reimbursement to the insured for cancellation costs that are to be paid to the rental company under the cancellation policy.. This insurance is valid if you cancel BEFORE DEPARTURE for one of the following: serious illness, serious accident, death of yourself, your spouse, your parents or children.

This warranty extends to all members of the crew.

In case of cancellation, the fee is 150 € + the amount of the insurance. Insurance contract ( copy of terms and references available upon request ).

## INSURANCE

The price of the trip includes insurance covering the boat and the tenant's responsibility to third parties, in case of an accident caused by the boat. Tenants, their belongings and their own liability are not insured. Bicycles are the responsibility of the tenant. In case of loss or theft, they will be charged to the tenant. However, the tenant can subscribe (with our insurer) to an insurance covering interruption of the cruise, injury, damage to the propeller, cycling, and reimbursement of the security deposit in case of damage ( cruise plus insurance).

## ACCIDENTS

The tenant must report any disaster immediately by telephone to the rental company, who will give him the procedure to follow. The tenant should refrain from any action that is not dictated by an emergency. The tenant who causes an accident or is a victim of it, cannot claim any compensation in the event of the trip being compromised.

## BOARDING

The boat is available after completion of the following formalities: payment of the balance due, of deposits (security deposit + boat cleaning deposit ), inventory of equipment on board. Accepting the boat is recognition by the contractor of being well informed, of the good working condition and cleanliness of the boat.

The tenant may legitimately refuse a boat that is presented to him if it does not match the one shown in the contractual documents, if the necessary equipment for the smooth running of the cruise is not working or if the cleanliness and tidiness of the boat is not consistent with what he is entitled to expect in terms of fair and professional usage. The place of embarkation may be another base in case of closure of the canal, flood or other event making boarding impossible in the place contractually agreed.

## ARRIVAL

The boat must be returned to the place, date and time agreed except in the case of an unforeseeable event beyond the control of the tenant. The boat is returned to the rental company in the state in which it was entrusted to him with the inventory made before departure serving as proof. The owner reserves the right to charge the tenant for any expenses incurred by a late return or a desertion of the ship during the cruise.

The cleaning time behoves on the contracting party and is an integral part of the rental time. For damage or loss that may be supported by the insurance, the deposit will be retained until the payment by the company. The refund will be made after deduction of the amounts applicable to the deposit for the boat and any charges and accessories that might have led to the disaster (phone, administrative and technical monitoring, observations ...).

## USE OF THE BOAT BY THE TENANT

The tenant must comply with the rules of river or sea navigation, and the instructions given by the rental company and river or maritime authorities. It is prohibited to sail after nightfall as is towing, subletting and lending the boat. The captain must not embark passengers not indicated at the time of boarding. The boat can only be driven by persons who have completed the required training and are mentioned on the temporary licence. The temporary licence does not give access to certain large gauge waterways: Rhine, Rhone, Seine, Loire etc.. It is forbidden to use these waterways. Failure to follow this instruction will result in the immediate discharge of the tenant with no refund. In addition, the cost of returning the boat will be charged. When the boat is handed over, the boat renter will give the driver - after his instruction- the compulsory nautical documents : - the temporary boating license - the logbook including: An administrative part - Copy of the approval of the charterer - Copy of traffic title - Certificate of Technical Inspection and dry control - Copy of the insurance certificate; A general part - safety information (gas, electricity, combustion apparatus, passing through the locks, fight against holes in the hull of the boat, and checks of the equipment and how to leave board. - Information on the preservation of the environment of the waterways and

riverbanks - Information includes the key signals of inland navigation and absolute prohibitions. A specific part - a ground plane of the boat with indications of the exact location of individual safety equipment, of the equipment for the fight against fire, of the fuel and gas valves recorded against the fight of the fire and of the drainage valves. - An extract of the supplementary regulations of the police special to waterways (restrictions, prohibitions) - Detailed map of the programmed route, the latter incorporating the discharge locations for waste and sludge from waste water tanks. The contracting party keeps a copy of the rental agreement; he agrees to submit to any request from the public authorities. The owner must give the contracting party a boat in perfect navigation state, equipped in accordance with the applicable regulations. The contracting party acknowledges that the equipment is in perfect working order and that the description of the boat and its equipment and armament items is included in the inventory that was presented. Taking the boat is recognition by the contracting party of its perfect information, good working condition and cleanliness of the boat. The file for the support of the boat will describe it in his pieces of equipment and armament. In addition, the owner provides the contracting party and/or driver all necessary and essential explanations for the functioning of devices and equipment of the boat. The signing of this support sheet prohibits the contracting party and/or the driver to claim later for any non-compliance with the requirements and provisions of the contract as well as any failure in the advice related to functioning of the boat given the navigation program envisaged.

## NAVIGABILITY OF THE WATERWAY

In case of flood, low water level, limited access to waterways (due to flood or drought), damage to the waterway or any other event making it impossible or difficult to navigate, the rental company may, in strict proportion to the obligations generated by these events, change the location and / or departure date of the cruise. If these events make the trip impossible, the sums paid by the tenant may be put towards a future cruise according to availabilities of the rental company.

These provisions apply when these events occur during the trip and when the boat is immobilized more than forty -eight hours.

## BREAK DOWN

The rental price includes assistance in case of break down, the rental company undertakes the responsibility to provide this assistance as soon as possible, fairly and professionally.

## BREAK DOWN NOT ATTRIBUTABLE TO THE TENANT

If the break down is due to damage not attributable to the tenant, and lasts for more than twenty four consecutive hours, the rental company will pay back the tenant the amount paid in proportion to the time not accomplished. Downtime is counted from the time the tenant notifies the rental company of the fault. The tenant shall refrain from any action that is not dictated by necessity or urgency.

## FAILURE DUE TO TENANT

If it is proved that the failure was due to the tenant, he is not entitled to any compensation for loss of use of the rental. The owner may retain the sums paid as deposits to the extent of costs incurred for repairs.

Etang de Thau: In case of an incident not attributable to the rental company (net in the propeller, getting stuck etc. ) and requiring the intervention and / or towing the boat via the SNSM or any other company, towing charges due to this intervention will be billed directly to the customer.

## BOAT EQUIPMENT / PERSONAL EFFECTS

The tenant agrees to notify the rental company of any equipment lost, broken, stolen or damaged, and is required to reimburse it. The company is not responsible for loss or damage in any manner whatsoever to the objects belonging to the tenant.

## BIKES

Bikes are assigned to the contracting party and remain under his responsibility. In case of theft, the contracting party must declare it to the competent local police authorities and provide the owner the original of the minutes concerning this theft. The contracting party or anyone using with his agreement one of the rented bicycles, is alone responsible for accidents or damage arising from the use of these bicycles.

## PETS

Pets are welcome on board. However, the tenant shall not in any case use the equipment on board (bedding, dishes) for the animal, and will come with all accessories needed for his animal on the boat.

## OTHER COSTS

Fuel, oil, gas for cooking, electric batteries, and, in general, any consumable material necessary for the smooth running and maintenance of the boat during the rental period are in charge of the contracting party. Prices related to these positions are given by the fee schedule of the renter and are subject to changes depending on the market prices. Any mooring fees or parking fees are also charged to the contracting party and depend on the choices of the stopovers.

## ONE WAY CRUISE FROM ONE BASE TO ANOTHER

Even if accepted by the rental company, this service is not guaranteed because of the different circumstances that could affect it. The rental company can therefore, for legitimate reasons, and subject to reimbursement of additional costs caused by a one-way trip, oblige the tenant who wished to do a one way trip to do a round trip. It is essential to get in touch with the departure base 48 hours before departure for confirmation.

## ROUTES

Unless prior written agreement, cruises begin and end at the date and place stated on the confirmation. However, the company reserves the right for operational reasons, to change the place of embarkation, disembarkation or change the cruise return trip to a one way or one way to a return trip in the same area, without additional charge.

## DESERTION OF THE CRUISE

In case of desertion of the ship, except for sudden and prolonged impracticability of the waterway, the rental company will invoice the cost of bringing the boat back to the base, in addition to the cost of the hourly navigation rate and cleaning package, a charge of € 500 + a daily rate of 380 € will apply

## DESCRIPTION OF BOATS

Plans are consistent with descriptions of the boats but may have minor changes in some regions.

## BOOKING AT DISTANCE

According to article L121-21 of Consumer law, the consumer has 14 days to use his right to retract, without having to justify his decision. However according to article L 121-97 of consumer law, there is no right to retract for a purchase made in a trade fair or trade show

## FEES, FINES AND PROSECUTION

The contracting party and / or the driver alone shall be accountable, in respect of the authorities whatsoever, for prosecution, fines and forfeitures. In case of seizure of the rented boat, without confiscation, the contracting party will be required to pay the renter a contractual capital allowance corresponding to the rental rate in effect increased by 30%.

## DISPUTES AND APPLICABLE LAW

This contract is governed by French law. All disputes arising from this contract concerning its validity, interpretation, progress, termination, their consequences and their results will be submitted to the competent courts in common law conditions.

\* Non official translation. Only the original text in French is considered as valid.