

1. Booking and prices

Booking is only registered when the Company has received the completed and signed booking form (valid as a rental contract), with the 40% down payment. The booking is only valid in full when the renter has paid the total price. Non respect of the payment terms will be considered as a cancellation by the renter. The balance of the rental must be paid at the latest 4 weeks before the departure of your cruise. An invoice which is valid as confirmation is sent to the renter on receipt of the booking.

2. Cancellation by the renter

The dates of the booking can only be changed with the acceptance of the Company, and subject to availability. Amounts paid can only be refunded if the cancellation is within the terms of the cancellation insurance (see 3) or if the boat is rented to another party.

If the renter cancels the cruise, fees retained will be as follows:

- More than 60 days before departure: 10% of the rental price + 150 € of handling fees.
- Between 59 and 30 days: 40 % of the rental price.
- Less than 30 days before departure: 100 % of the rental price.

3. Cancellation plan

Cancellation:

As stated in our general conditions, refund in the case of cancellation can be accepted in the following cases:

- Serious illness, serious accident or death of yourself, your spouse, tutor, parents, descendants, brothers, sisters, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law. Relapse or aggravation of an existing illness and complications of a pregnancy are covered.
- Serious damage to your home or second home requiring your presence.

Main cases not covered by this contract are:

- Mental illness requiring less than 7 days in hospital,
- deliberate acts,
- epidemics or natural catastrophes,
- accidents resulting from the amateur practice of motorized or aerial sports,
- pregnancy, abortion, giving birth and post natal care,
- illness or disease not taken into account at the time of booking,
- acts of terrorism,
- drug addiction, alcoholism and the consequences thereof,
- accidents resulting from the professional practice of all sports.

We remind you that you must inform us of your cancellation as soon as the reason for it becomes known to you, in order to minimize the amount of invoiced fees.

In all cases, the amount of the cancellation plan supplement plus 150 € of the handling fees are never refundable. The Company reserves the right to decide whether the reason invoked is within the terms of the cancellation plan.

4. Cancellation by the Company

If, further to a problem caused by the previous renter, or for whatever reason out of its control, the Company is unable to put the boat at your disposal on the agreed date, the Company has the right to: either make available to the renter a boat of the same dimensions or larger with the same number of beds, or, refund the amounts paid by the renter, without giving rise to any requests for compensation, damages or interests on the part of the renter. Any refund is proportional to the Number of days the boat could not be used by the renter.

5. Boat insurance and waiver.

The Company declares having subscribed to a multi-risk policy which covers:

All risks covering the renter:

- Damage caused to the structure of the boat, its parts and accessories, total or partial theft of the engine.
- Material or physical damage or injury caused to a third party (civil responsibility). Payment of the insurance premium is included in the rental price. The policy does not cover accidents occurring to the persons travelling on the boat.

The renter is responsible up to the amount of the insurance waiver.(amount stated on the price list). The waiver can be covered by an all inclusive price (see price list).

The Company declines all responsibility for loss or damage to the personal effects of the renter and/or persons travelling or invited on board

6. Taking charge of the boat

The Company reserves the right to modify departure port or port of return, Canal or river cruising is subject to inconveniences out of the control of the Company: repair work on the river bank, repair work at the locks, dredging, understaffing at the locks, strikes by the lock staff, flooding, drought etc....The Company reserves the right to limit navigation areas in the case of a cruise being interrupted for reasons out of its control.

In all cases, the renter can take charge of the boat only if the total price has been paid, the guarantee deposit has been given and the inventory signed. The Company must remit to the renter a houseboat fit for navigation, equipped and insured according to the rules and laws issued by the authorities for the navigation category envisaged.

The description of the boat and its equipment and fittings are stated on an inventory which must be given to the renter.

By signing the taking of charge sheet, the renter acknowledges the proper functioning and cleanliness of the houseboat except for unseen or undetectable faults. If the boat is not in a fit state to sail, use either because safety equipment is missing or because it is not according to the rules and standards, and if the Company is not able to provide a boat with the same or superior characteristics, the renter may cancel the present contract and obtain a refund of all amounts paid, without having the right to claim compensation, damages or interests.

7. Use of the boat and responsibility

The renter must handle the houseboat «in a fatherly way» and obey the rules set down by the Navigation Authorities, the French police and the authorities of other countries visited. The boat must not be driven by anyone under 18 years old. When he/she takes charge of the boat, the renter will be given instructions and tuition for handling the boat. He/she will be given a Ministry of Transport document confirming his/her ability to handle the boat.

The Company reserves the right to refuse to hand over the boat if the «captain» or the crew do not appear competent, not with standing possession of any permits or licences, or for any other reason the Company deems fit. In this case, the rental contract will be cancelled and amounts paid will be refunded, minus the administration fees, without either party being able to claim compensation, damages or interests.

The renter agrees not to embark more than the authorized number of people. The renter agrees to use the boat only for pleasure cruising, not for commercial purposes, whether it be, commercial fishing, transport or any other activity.

The renter will not hold responsible the Company for any disobeys of the laws and the renter is solely responsible for any fines, law-suits, confiscations or judgments incurred by disobey, even if he/she did not

knowingly commit a fault. Towing a boat, sailing after nightfall, sailing on the sea, subletting and lending are strictly forbidden.

8. Problems and accidents

In the case of a problem or an accident, the renter must urgently contact the Company and ask for instructions. The Company operates a breakdown and assistance service, and will endeavor to intervene rapidly, during normal working hours, depending on the availability of staff and equipment. If the problem is due to negligence on the part of the renter, the Company is entitled to ask for compensation.

If the boat is out of order and cannot be used due to problems arising during the cruise, no refund of the rental cost will be given, not even partial, whatever the cause of the problem, except if it is not the fault of the renter. Even in this case, a 24 hour insurance waiver is applied.

9. Return of the boat and guarantee deposit

The renter must return to port at the time agreed when booking, except if there has been a verbal agreement, later confirmed in writing. On returning the renter must make his/her presence known to the Company and fix a time for inspection of the boat and the inventory. Luggage and passengers must be off the boat. The time spent cleaning the houseboat and the inventory is

included in the rental period stated in the contract. Every day you are late will incur a penalty of twice the daily

rate stated in the rental contract whatever the reason for being late. Bad weather cannot be accepted as a valid reason as the «captain» is supposed to take precautions in time to take the weather into account.

If, for any reason whatsoever, the renter cannot return the boat to the agreed port, he/she must, at his/her own risk and expense, arrange for someone to guard the boat, after having informed the Company.

The rental will be deemed finished only when the houseboat has been returned to the Company under the above conditions.

The renter must return the boat in good working order and perfectly clean..

If the condition of the boat is satisfactory on its return, the guarantee deposit is refunded to the renter.

If the boat is not perfectly clean, cleaning charges will be on the account of the renter according to a price depending on the state of the boat (see price list). If there is loss or damage to the boat or any of its accessories listed on the inventory, the renter is obliged to pay for repairs or identical replacement. In this case, the amount may be deducted from the guarantee deposit.

If the damage or loss is due to an event covered by the insurance policy, refunding of the guarantee deposit will be deferred until the insurance company has paid the invoices for repairs.

The refund will be made after deduction of the waiver and all other expenses caused by the damage/accident (telegrams, telephone, call-out of experts, travel, reports, guard etc.).

10. Applicable laws and Litigations

This contract is governed by the laws of the country where this document has been issued and in the language of this country, only the courts of this country will be considered qualified to handle any situations which may arise. No claim will be entertained after a period of 15 days after the return of the boat.