

# TERMS OF RENTAL\*

## 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. All bank charges will be borne by the tenant.

## CHANGES TO RESERVATIONS

More than 8 weeks before departure: charge of 100€, for all changes of price period or of boat (to a lower value) from the same hire company after their agreement. All other change is subject to the cancellation plan hereunder (including for a boat at a higher cost with a different hire company than the one reserved initially)

## CANCELLATION

- Notified by the tenant.

If you are forced to cancel your reservation, please 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.

Apart from what is stated in the article 'APTITUDE' of the present document, it is possible for the rental company to rescind the contract in the following cases:

- If, because of damage or delay, the rented boat cannot be made available to the tenant, the rental company may propose to extend the rental for the duration of the delay, within the limits of availability. The rental company may also provide the other party, within the limits of the availability of its fleet, with an equivalent or superior boat with the same number of berths, for all or part of the remaining rental period to be covered.

- If it proves impossible to extend the rental period or to replace with an equivalent boat for the entire duration, the other party will be reimbursed in proportion to the sums paid, corresponding to the days of loss of use.

In the case of a flotilla, it is mandatory to determine a different captain and crew per boat at the time of booking. If customers take out cancellation insurance, the cancellation of one boat does not in any way justify the cancellation of the other boats. The insurance will handle cancellation cases individually by boat.

## INSURANCE

The price of the cruise includes the insurance covering the boat and the tenant's liability towards third parties in the event of a claim due to the boat. Tenants, their personal belongings, as well as their own civil liability are not insured. Bicycles are the responsibility of the tenant. In the event of theft, the tenant is required to report it to the competent police authorities and to provide the rental company with the original of the relevant report. The tenant or any person using with his agreement, one of the rented bicycles, remains solely responsible for accidents and damage caused or suffered because of the use of the said bicycles, which are entrusted to him. They will be invoiced to the tenant. Nevertheless, the tenant can subscribe to our Cruise Plus Insurance.

- Cruise Plus

Covers cruise interruption, personal injury, propeller failure, normal use of the bicycle, and ensures the reimbursement of the deposit according to the fixed guarantees.

- Cruise cancellation

This insurance is valid if your cruise is cancelled BEFORE THE DEPARTURE for one of the following reasons: serious illness, serious accident, death of yourself, your spouse, your ascendants or descendants. This coverage extends to all crew members.

Its purpose is to guarantee insured customers the reimbursement of expenses incurred. In case of cancellation the fee is 150 € + the amount of the cancellation insurance. Group insurance contract.

## SECURITY DEPOSIT

A deposit of 1000 € to 2000 € (insurance excess): in cash, cheques, currency 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 if 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.

## APTITUDE

The captain must be of legal age and must have the necessary skills to use the boat in optimum safety conditions. He undertakes to ensure that in all circumstances the person named on the temporary boating license is always in charge of the boat.

He declares to have been informed:

- of forfeitures and exclusions of warranties enforceable under the insurance policy applicable to the boat.

- to ensure that navigation is adapted to the weather conditions and the capabilities of the crew.

- to respond to any request from the rental company concerning his skills, notwithstanding any titles, patents or certificates he may mention, before or at the time of taking the boat.

- that under no circumstances shall the renter be held liable for navigational errors, clumsiness and carelessness by the captain or his crew.

- that if, upon taking the boat, it turned out that the captain was not apt and could not take responsibility for the boat, the contract would be automatically terminated to the exclusive disadvantage of the tenant.

The rental company reserves the right to refuse to make the boat available, if the person intended to be captain and the crew do not appear to him to have sufficient skills, notwithstanding any references, certificates or titles presented. If the rental company exercises his right to refuse to make the boat available, the tenant will be offered a dockside stay, or a limited sailing area or the reimbursement of the amount of the cruise.

## 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 tenant 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

Unless otherwise agreed in writing in advance, cruises start and end on the day and in the place indicated on the confirmation. The place of boarding may be from a base other than the reserved one, in particular in the event of the waterway being closed, flooding or any other event making it impossible to board at the place initially reserved. Similarly, a round trip may be modified to a one-way or a one-way to a round trip, without additional cost, in particular in the event of the waterway being closed, flooding or any other event of force majeure that would make one-way or a round trip navigation impossible. It is essential to contact the departure base 48 hours before boarding for confirmation. The plans are in accordance with the boat descriptions but may have minor specificities depending on the region.

The tenant's taking charge of the boat is effective when the balance of the agreed price as well as the deposits (boat + cleaning) have been paid), the temporary license made out and the inventory - inventory of fixtures (condition of the interior and exterior of boat) acknowledged and signed (any reservation or report of an apparent defect may be noted in Part 16. Remarks of the initiation check list). The boat is placed at the disposal of the tenant in perfect working order, notwithstanding hidden defects. When the boat is taken, the rental company will give the captain, after his training, the mandatory nautical documents:

- The temporary license

- The logbook including: An administrative chapter - Copy of the charterer's approval - Copy of the permit - Certificate of seaworthiness and dry inspection - Copy of the insurance certificate. A general chapter - Safety information (gas, electricity, combustion appliances, lock passage, waterway control, departure and return checks). - Information on preservation of the environment, information on the waterway, information about the main signals of inland navigation and absolute bans. A specific chapter - a mass plan of the vessel with indications of the exact location of personal safety equipment, fire-fighting equipment, consigned fuel and gas valves for fire-fighting and bilge pumping. - An extract from the specific police regulations for waterways (restrictions, prohibitions) - A detailed map of routes, including the locations of rubbish disposal and for emptying waste water tanks. The tenant should keep a copy of the rental contract, which he undertakes to submit at the request of the public authorities. The rental company must provide the other party with a boat in perfect sailing condition, equipped in accordance with the applicable regulations.

The tenant may legitimately refuse the boat presented to him if it does not correspond to that presented in the

contractual documents, if the equipment essential for the smooth running of the cruise is not in working order or if the state of cleanliness and storage of the boat is not in conformity with that which he is entitled to expect in view of the fair and constant practices of the profession.

Any person requiring the use of electrical breathing apparatus must inform the Company at the time of booking and must be aware that the necessary power supply is not always available to operate such equipment.

## USE OF THE BOAT BY THE TENANT

The tenant must comply with the regulations governing inland waterway or maritime navigation, as well as with the instructions given by the rental company and the inland waterway or maritime authorities. He is prohibited from sailing after dark, as well as towing, subletting and lending the boat. The captain must refrain from embarking any crew members not provided for at the time of embarkation. The boat may only be operated by the persons who have completed the required training and are therefore mentioned on the temporary license. The temporary license does not give access to certain large waterways: Rhine, Rhône, Seine, Loire etc. It is strictly forbidden to use these waterways. Any failure to comply with this instruction will result in the immediate disembarkation of the customer, with no possibility of refund. In addition, the cost of repatriating the boat will be borne by the customer. The boats documents will describe it and its equipment. In addition, the rental company shall provide the tenant and/or driver with all necessary and indispensable explanations for the proper functioning of the boat's equipment and appliances. The signature of this form will prohibit the tenant and/or the operator from subsequently claiming non-compliance with the requirements and stipulations of the contract as well as a lack of advice relating to the operation of the vessel in the light of the planned sailing program.

## 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.

## BREAKDOWN

The rental price includes assistance in the event of a breakdown, which the rental company undertakes to provide as soon as possible, fairly and in accordance with the rules of the art. It undertakes to maintain a technical assistance service during working hours 7 days a week, during the season. This service is free of charge, unless the captain or crew are at fault.

- Breakdown not attributable to the rental company: If the immobilisation, due to damage not caused by the driver, and not attributable to him, exceeds a period of twenty-four consecutive hours, the rental company will reimburse the tenant the sums paid by the latter, in proportion to the time not used. The period of immobilisation is calculated from the time when the tenant informs the rental company of the existence of the breakdown. The tenant shall refrain from any initiative that is not required by necessity or urgency.

- Breakdowns attributable to the tenant: If it is duly established that the breakdown is attributable to the tenant, the latter is not entitled to any compensation for the loss of use of the rental. The rental company may withhold the sums paid as security deposit up to the costs incurred for the repairs.

Etang de Thau: In the event of an incident not attributable to the rental company (a net in the propeller, getting stuck, stranded, etc.), on the Etang de Thau or any other waterway, and requiring the intervention and/or towing of the boat via the rental company, the SNSM, or another towing company, the costs due for this intervention will be invoiced directly to the customer.

## ACCIDENTS

The tenant must report any accident of damage immediately by telephone to the rental company, who will explain the procedure to follow. The tenant should refrain from any action that is not dictated by an emergency. The tenant and any other person on board, whether the author or co-author of an accident, may not claim compensation from the rental company, even in the event that the cruise is compromised. If he is the victim, a pro rata temporis refund will be made, subject to a 24-hour exemption.

## DISEMBARKATION / RETURN OF THE BOAT

The tenant is required to return to the place, at the date and time that have been contractually fixed and to report his presence as soon as he returns for the purpose of inventory and inspection of the boat, the latter being emptied in advance of all luggage and occupants. The cleaning times carried out by the tenant are an integral part of the rental. A contradictory check will be carried out to verify that the boat is returned in good working order and cleanliness, except for normal wear and tear of the boat. If the return condition is not satisfactory, the cleaning costs will be at the expense of the tenant. If for any reason, the contradictory examination cannot be carried out, the rental company alone will draw up a return inventory.

If the state of return is satisfactory, the security deposit will be returned to the tenant immediately in the event of a contradictory visit, at the latest within a period of fifteen days from the date of delivery of the boat, any additional costs (cleaning, consumables, engine hours) being deducted. If damage or loss is noted, whether to the boat or any incorporated accessory whatsoever, or to any item included in the inventory, the tenant is required to pay for the repair or replacement in the same way. To this end, a deduction may be made from the security deposit. For any damage or loss that may be covered by the insurance, the security deposit will be retained until payment is made by the company. Reimbursement will be made after deduction of the insurance excess and any expenses and accessories that may have been incurred because of the incident (telephone, administrative and technical follow-up, reports, etc.).

Delay in return / Abandonment of cruise: If for any reason the boat cannot be returned at the agreed date, time and place, the captain must immediately inform the rental company, who will give their instructions. Any day started will be considered as a full day of delay and will be invoiced as such. Except in the case of sudden and prolonged impracticability of the waterway, the rental company shall invoice the tenant for the cost of repatriating the boat to its return base, in addition to the cost of the hourly navigation rate and the cleaning, (500 € + a daily rate of : 380 €)

## 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 charged to the tenant. The rates for these items are indicated in the rental company's prices lists and are subject to changes in market prices. Any mooring fees or parking charges are also the responsibility of the other party and depend on the choice of stopovers made.

## 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.

## 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.

## FEES, FINES AND PROSECUTION

The tenant and/or the driver shall be solely liable to the authorities of any kind for any proceedings, fines and confiscations, if it is established that he is responsible for them. Also, in the event of seizure of the rented boat, the tenant will be required to pay the rental company a contractual compensation corresponding to the current rental rate increased by 30%.

## DISPUTES AND APPLICABLE LAWS

This contract is governed by French law. All disputes to which this contract may give rise, concerning its validity, interpretation, execution, termination, and consequences shall be submitted to the competent courts under the conditions of ordinary law. After having contacted the agency's Customer Service Department and if there is no satisfactory response within 2 months, the customer may refer the matter to the Tourism and Travel Ombudsman, whose contact details and referral procedures are available on his website: [www.mtv.travel](http://www.mtv.travel)

## PROTECTION OF PERSONAL DATA

In accordance with European Regulation 2016/679 (GDPR), LES CANALOUS' privacy policy is accessible on the website [www.lescanalous.com/en](http://www.lescanalous.com/en) in the legal notices.

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