

Comercial rules



SECTION 1: CONDITIONS OF BOOKING AND RENTAL

Reservation is effective upon receipt of the booking form duly completed, accompanied by the reservation deposit. The amount of rent in its entirety must be paid upon signing of lease documents before boarding or on the day of arrival of the tenant upon the availability of the boat.

SECTION 2: PROVISION OF BOAT

2.1. The management of the vessel by the Tenant is made when the balance of the price has been paid (excluding fuel), the deposit paid, the lease and signed inventory.

The bail is set at 300 € for the Coral, 500 € for the Water Lily. Cons in part, Lessor shall deliver to Tenant a boat seaworthy, equipped and maintained in accordance with laws and regulations issued by competent authorities under the navigation category.

2.2. The Lessor agrees to provide the tenant with a free berth at the port of embarkation on the day of departure. The signature recognition is supported by the Tenant's good operating condition and cleanliness of the boat, except for latent defects.

2.3. The description of the boat and its equipment items are listed on an inventory which must be delivered to Tenant. The tenant has 24 hours from its management to check the condition of the boat and its equipment. The differences could be observed within this period must be reported to the Host.

SECTION 3: TERMINATION BY THE OWNER

Where, due to damage sustained during the rental period or any impediment, beyond its control, such as the closure of waterways (floods or drought), the Host could not give the enjoyment of the boat agreed date, it has full power, or make available to the Tenant a vessel of equal size or greater with the same number of berths, either to return the money paid without it being able to claim damages. This refund will be in proportion to the number of days corresponding to the loss of use.

SECTION 4: BREAK CRUISE

Boat in France disclaims all responsibility and will not refund in case of interruption of the limitation of the cruise or trip planned by the Tenant or the Skipper, from closures of waterways, repair, flooding, Drought or other causes beyond our control.

SECTION 5: TERMINATION BY TENANT

5.1. The period for which was entered into this contract can not be changed without the consent of Lessor and to the extent of its possibilities.

5.2. To cancel a reservation, must notify the tenant by registered mail, the landlord at least four weeks before departure. Failure to meet this deadline will result in termination of the contract and the deposit made will be acquired by the lessor, and that, whatever the cause of termination. To cover this risk the tenant may take out cancellation insurance with the insurer of his

choice.

5.3. Once the lease is signed, the rental sum shall be payable to Lessor, the Lessee has exercised or not the boat during the rental period (whatever the reason for the vacancy). As for § 4.2., The rental may take out cancellation insurance, to predict this risk.

5.4. If the boat is delivered not seaworthy, or lack of an essential element of security, either because it does not comply with regulations, and if the Host is unable to provide a boat or exceeds, the Tenant may terminate this contract and obtain a refund of amounts paid under this contract without any right to claim damages.

SECTION 6: INSURANCE AND FREE SHIP

6.1. The Renter declares to have taken out an insurance policy - AGF mat. Contract No. 62514005 Paris 75002 - The bond set, the amount of the deductible in case of accident.

6.2. Payment of the insurance premium is included in the rental price.

6.3. The insurance policy taken by the Host does not guarantee persons carried on the boat accident that they could be victims.

6.4. The owner disclaims any liability for losses or damages relating to personal property of Tenant or which may affect the Lessee and his guests.

SECTION 7: USE OF THE BOAT - LIABILITY – DAMAGE

7.1. The Tenant agrees to use the boat as a "good man" and complying with the code of river navigation, the general police regulations, and French laws and / or countries visited. Speed checks and alcohol being made, we recommend being careful.

7.2. The tenant agrees to comply with schedules and orders posted in all ports of the path followed, not to sail at night, in fog and sea area.

7.3. The Tenant says he has the knowledge necessary for navigation he plans to practice, and permits required by the supervisory commission for the conduct of vessels on inland waterways.

7.4. The Host reserves the right to refuse the provision of the boat if the skipper or the crew do not appear to have sufficient jurisdiction, notwithstanding the references, patents and licenses submitted, or for any other reason it is only judge. In that event, the Tenant will agree to see his contract terminated and payments refunded, less the amount of reservation, without either party may claim damages.

7.5. The Tenant undertakes to only the number of people allowed on the logbook of the boat. He agrees to use the boat for boating, not to use it for commercial operations, peaches or other professional. The Tenant expressly relieves the renter of any responsibility as owner or otherwise, due to a breach of these prohibitions and respond only with respect to the relevant authorities of the trial, prosecution, fines and forfeitures incurred by him on this account even in case of unintentional negligence on his part.

In case of seizure of the boat rented, the tenant must pay the compensation required rental contract, corresponding to the rental rate in effect for the entire duration of the seizure.

7.6. The lessor undertakes to maintain a technical support as available. In case of damage or breakdown, the Hirer must notify the emergency rental asking for instructions. The Tenant telling him immediately of the incident.

In case of failure or damage, downtime for troubleshooting will be deducted from the rent unless the downtime exceeds 48 hours. In this case, the proportion of the rental amount remaining will be returned to Tenant without being able to claim damages.

7.7. The sub-lease and the loan is strictly prohibited.

SECTION 8: SAFETY

The Lessor shall inform the occupants of the boat, they should in no case be held at the railings, or expose arms and legs outside the outline of the boat, especially when passing through locks, bridges, trees or other crossing boats. Moreover, children and animals must be kept safe during the lock, so as not to interfere with maneuvering and not take risks. All occupants of the boat must be equipped with life jackets.

SECTION: 9 REFUND OF BOAT AND SECURITY

9.1. The Tenant is required to report to the designated port within the agreed timeframe for this contract (and time), except by mutual agreement confirmed in writing by

both parties. Upon his return, the lessee must report their presence to the Lessor and make an appointment for inventory and inspection of the boat, it is first emptied of all its baggage and its occupants. The Tenant has a free anchorage in the port of landing for the day of scheduled return. The cleaning time and inventory are an integral part of the rental period under the contract.

9.2. Each day of delay shall entitle the Lessor to an indemnity equal to twice the daily price of this lease regardless of the cause of the delay.

If for any reason, Lessee is unable to bring himself to the boat's port designated return, the costs of keeping and return to her home port will be charged. The lease will end after the restoration of boat rental to the conditions provided above.

9.3. The Renter must return the boat and its equipment in good working condition and cleanliness. If the state refund is satisfactory, the deposit is returned to Tenant upon the return of the boat.

9.4. If the boat is not perfectly clean, cleaning costs will be borne by the Tenant. It's the same for any damage or loss, as the boat than any device in inventory recorded during the inventory. The Tenant is required to pay the refund or repair the same. To this end, a levy on the deposit can be made.

9.5. If the damage or loss resulting from a loss covered by insurance under section 5, the refund will be delayed until payment by the insurance company invoices for repair or replacement. The refund will be made after deduction of the deductible and all incidental expenses could have lead to the loss (cable, telephone, travel, reports, security, ...).

SECTION 10:

Consumables are charged to the Tenant: fuel engines calculated on the basis of an hour meter, all supplies of food and other useful life on the boat, the rights of any locks, shipping and some troubleshooting.

SECTION 11: DISPUTES

The parties signed the contract may submit different about the application of this contract to the tripartite commission of conciliation which is an offshoot of the management body of the charter.

In case no solution would have appeared, award would be made specifically for the country's courts in the cruise carried out.