

# Terms and conditions of hire

Applicable from the 15th of September 2025

## 1. BOOKING FORM AND RENTAL AGREEMENT

This booking form must be duly completed, signed, and returned to the rental company, together with the required payment, before the expiration of the option.

Submission of the signed booking form by the Hirer constitutes full acceptance of the rental terms and conditions, including these general terms and conditions and the specific terms stated in the booking form.

The rental agreement becomes final once the rental company confirms the booking to the Hirer, having received both the signed booking form and the corresponding payment.

## 2. PAYMENT TERMS

A deposit of at least 40% of the total charter fee must be submitted with the booking form. The balance is due no later than six (6) weeks prior to departure, without further reminder from the rental company.

- Failure to comply with the payment schedule or to pay the outstanding balance shall entitle the rental company to cancel the booking.
- Any booking made less than 42 days (6 weeks) of the departure date, must be paid in full at the time of booking.
- All bank charges are to be borne by the Hirer.
- In accordance with Article L 221-28 of the French Consumer Code, the Hirer shall not benefit from the right of withdrawal as set out in Article L 221-18 of the same Code when booking by phone or online with the rental company.

## 3. TYPE OF BOAT BOOKED

The type of boat booked corresponds to a range (Pénichette / Cruiser), a category (Classic, Comfort, Premium or Premium+), and an accommodation capacity. The plans, equipment details, technical information (such as tank capacities, cabin layouts, etc.) presented in the brochure, website, or any other media, are provided as examples and are not contractual.

## 4. BOOKING MODIFICATIONS

Any request by the Hirer to change the booking (including changes to the date, boat, base, or cruising region) is subject to the prior approval of the rental company. Any costs or losses incurred will be entirely borne by the hirer, under the same terms as a cancellation (see §5), with a minimum administrative fee of €150.

## 5. CANCELLATION

**By the Hirer:**

- If the Hirer is forced to cancel the booking, they must notify the rental company in writing. Regardless of the reason for the cancellation, the following fees will apply:
  - More than 12 weeks before departure: 15% of the rental amount (with a minimum of €150).
  - Between 6 and 12 weeks before departure: 40% of the rental amount (with a minimum of €150).
  - Less than 6 weeks before departure: 100% of the rental amount.
- The Hirer may take out a cancellation insurance policy—either through an insurer of their choice or via the rental company—which may cover all or part of the cancellation fees, depending on the terms and coverage of said insurance.

**By the rental company:**

- If, due to circumstances beyond the rental company's control, the rental company is unable to provide the Hirer with the booked boat, he undertakes to make every effort to provide the Hirer with a boat of equivalent comfort and capacity.
- If no suitable alternative can be found within the contractual timeframe, the rental company will refund the rental fee, to the exclusion of any other amount on any grounds whatsoever, and excluding any damages or compensation.
- As a reminder, in case of failure to comply with the payment schedule, the rental company is entitled to cancel the booking (see §2 – Payment Terms).

## 6. YOUR RESPONSIBILITIES

The designated skipper must be at least 18 years old (21 in Hungary if not holding a boating license) and is responsible for the boat, its equipment, the crew, and all onboard individuals.

Only individuals aged 16 or older may operate the boat, under the supervision of a designated adult identified on the navigation card or having received the initial instruction to navigation.

The skipper must be accompanied by at least one other person over 16 years of age for navigation in France, or majority for navigation in other countries ; and physically able to assist with navigation and manoeuvres.

The rental company reserves the right to refuse to hand over the boat if the designated captain does not appear capable of assuming this responsibility, regardless of any references, licenses, or certificates presented; or if the captain is not accompanied by at least one other person over the age of 16. In such cases, the rental company reserves the right either to propose a stationary stay (moored at the dock) or to limit the navigation area for all or part of the rental period; or to refuse to hand over the boat and terminate the contract, in which case no refund of any amount paid shall be made.

## 7. BOAT HANDOVER AND HIRER'S OBLIGATIONS

The skipper will take possession of the boat after completing all formalities (security deposit, inventory), receiving navigation documents, and being informed of the navigation instructions.

The customer reception and the handling of the boat take place between 3 PM and 6 PM on the first day of rental.

The Hirer must comply with all inland waterway regulations and the instructions provided by the rental company and relevant authorities. Night navigation, towing, lending, or subletting the boat is strictly prohibited.

The Hirer is solely liable for any legal consequences, fines, or seizures imposed by the authorities.

The skipper is prohibited from boarding more persons than the authorized number.

## 8. SECURITY DEPOSIT

The security deposit must be paid on the day of departure before boarding and will be refunded at the end of the cruise provided that the boat and all its equipment are returned in good condition, at the agreed time and place, that the boat has neither suffered nor caused damage to any third party, and that all amounts due for the stay or services have been duly paid.

Deposit amounts range from €2,500 to €4,500 depending on the boat size & category.

This security deposit is intended to cover:

- Loss, damage, or destruction of the boat or its equipment, as well as any costs related to refloating, attributable to the Hirer and/or their passengers;
  - The cost of replacing any missing (lost or stolen) or damaged items compared to the inventory prepared jointly at the start of the rental period, including optional equipment rented in addition (bicycles, barbecue, Wi-Fi device, etc.);
  - Delays in returning the boat (see §16) or costs resulting from abandonment of the boat (see §15);
  - The cost of fuel and other consumables (see §10);
  - Cleaning fees if the boat is not returned in a perfectly clean condition (€200 per boat) in cases where the Hirer has not purchased the "cleaning package" service.
- The Hirer authorizes the rental company to charge these amounts via the pre-authorized bank hold taken as the security deposit.

## 9. INSURANCE

The insurance of the rented boat covers accidental damage to the rented boat or caused to third parties by the boat.

This insurance does not cover: persons on board, their personal belongings, their own third-party liability; loss or damage to equipment or gear; poor maintenance of the boat by the Hirer; bicycles and other equipment rented in addition to the boat (barbecue, Wi-Fi, etc.).

The Hirer remains liable up to the amount of the security deposit and may take out additional insurance to cover:

- Cancellation fees;
  - Deposit waiver.
- In any case, the insurance will not cover the renter's civil liability, nor any damage, loss, or other expenses resulting, for example, from intentional or gross misconduct, deliberate breach of safety or navigation rules, violation of navigation bans or restrictions, towing operations, acts committed by any crew member while ashore, unlawful or inappropriate use of the boat, its equipment or accessories, operation under the influence of alcohol, drugs, or any substances—including medication—that impair awareness or reaction time, use of the boat for purposes other than personal leisure, exceeding the maximum number of authorized passengers as defined by the rental company, navigation outside permitted zones, at night, or in winds exceeding Force 3 on the Beaufort scale, false declarations, as well as any malicious acts committed with the complicity of any person on board.

## 10. FUEL, CONSUMABLES AND MOORING FEES

The Hirer is responsible for the cost of fuel, lubricants, kitchen gas, and all consumables necessary for boat operation and maintenance during the rental period. Prices are based on the rental company's published rates and may vary with market conditions. Any mooring fees or parking charges are the responsibility of the Hirer and depend on the chosen stopover locations.

## 11. ONE-WAY TRIPS

Even when accepted by the rental company, one-way trips are not guaranteed and may be changed due to operational constraints. Therefore, the directions of one-way trips, and thus the boarding locations within the same region, may be swapped. Similarly, a one-way cruise may have to be converted into a round trip, all for reasons beyond the rental company's control. In the latter case, only additional one-way costs will be reimbursed. The Hirer must call the base 48 hours prior to boarding to confirm the trip direction and location. In such a case only one-way trip surcharges will be refunded. No compensation or cancellation will be granted.

## 12. NAVIGATION RESTRICTIONS AND INTERRUPTIONS

Only the boarding and return locations are contractual (except as provided in §11); the cruising itinerary is not. The rental company cannot be held liable or required to provide compensation in the event of navigation interruptions or restrictions due to circumstances beyond its control, such as construction works, flooding, drought or other adverse weather conditions, strikes, administrative directives, lock breakdowns or closures, and similar situations. If these events make the cruise impossible, the rental company may propose new dates or alternative boarding / disembarkation points with an equivalent or upgraded boat ; or amounts paid may be credited toward a future booking to be agreed upon by the parties. Failing that, they will be retained by the rental company. If events occur during the cruise that lead to the total interruption of navigation and the loss of one or more days, the amounts paid may be applied to a future trip, only on the same base and in the same season. Otherwise, the rental company is not obligated to refund, and the amounts paid will be retained.

## 13. BREAKDOWNS

The rental company provides the Hirer with an assistance service in case of breakdown or damage; this service will intervene as soon as possible after becoming aware of the issue, during working hours, 7 days a week. This service is free unless the Hirer is at fault.

In all cases, the Hirer shall refrain from any action not required by the urgency of ensuring the safety of the boat and/or its crew.

**Breakdowns not attributable to the Hirer :** if the boat is immobilized for more than 24 hours, the rental company will refund the rental on a prorated basis for time lost, excluding any other compensation. The duration of immobilization is counted from the moment the Hirer informed the rental company of the existence of the breakdown.

**Breakdowns attributable to the Hirer :** If the breakdown of the boat is attributable to the Hirer, they shall not be entitled to any compensation for loss of use of the boat. The rental company reserves the right to withhold all or part of the security deposit to cover the costs of repairing the boat.

## 14. DAMAGE / ACCIDENTS

The Hirer must immediately report any accident to the rental company by phone, who will then provide instructions on the steps to follow.

The Hirer must not carry out or arrange for any repairs to the boat without the prior consent of the rental company.

The Hirer must complete an accident report and have it signed by all involved parties and potential witnesses.

Any incident not attributable to the rental company shall not give rise to any claim or compensation in favor of the Hirer, whether they are responsible for or a victim of the accident, in the event that their cruise is affected and/or interrupted as a result.

## 15. BOAT'S DESERTION

If the Hirer abandons the boat, except in cases of sudden and lengthy impracticability of the waterway, they will be charged a repatriation fee of €200 per day, in addition to fuel and cleaning costs.

## 16. RETURNING THE BOAT

The boat must be returned at the agreed location, date, and time (between 8 and 9 AM) : the skipper must allow sufficient margin to respect the return time. The boat must be returned in the same condition and cleanliness as at check-in. If cleaning service was purchased, the Hirer must still remove trash, clean and store dishes, and strip bed linens. The Hirer shall be responsible for all expenses resulting from any delay caused by them. Each commenced day of delay shall entitle the rental company to compensation equal to the daily rental rate, plus any additional costs the rental company may incur in compensating the next Hirer.

## 17. COMPLAINTS AND MEDIATION

If assistance is needed during the cruise, the Hirer must immediately notify the base for resolution. Unresolved issues may be submitted in writing to the reservations team within 60 days of the cruise end date. The request must include the booking number and all relevant details. Only complaints for which the issue was reported to the base at the time of occurrence will be considered.

• In case of dispute, and after escalation to customer service with no resolution within 60 days, the Client may contact the Mediator CM2C. Details are available at: <https://cm2c.net/comment-nous-saisir.php>

## 18. GOVERNING LAW AND JURISDICTION

This rental contract is governed by French law. The rental company is not subject to the European Directive (EU) 2015/2302 on package travel as only the boat hire service is provided. The rental company operates under independent contracts with each affiliated base and assumes no liability for their execution of rental services, each affiliate being an independent rental company.

## 19. PERSONAL DATA PROTECTION

In accordance with the French Data Protection Act No. 78-17 of 6 January 1978 and the European General Data Protection Regulation (GDPR) 2016/679, you have the right to access, rectify, limit, and delete your personal data. The rental company privacy policy is available on their website and can be provided upon request.