

# Booking conditions

Re-edited in October 2018

## RESERVATIONS

Reservations take effect as soon as the duly completed and signed reservation slip has been received. The reservation contract includes the present terms and conditions together with those on the "reservation slip". Any alteration to these terms and conditions shall receive the prior written agreement of the hirer.

## SUITABILITY

The boat's driver must be an adult. He is responsible for the boat and equipment that is entrusted to him, and also for his crew and anyone on board. Should the driver be unfit to assume this responsibility, LOCABOAT reserves the right to offer a holiday tied up to the quayside or to limit the extent of the cruise during some or all of the period, or to refuse handover of the boat altogether, exclusively at the fault of the driver. The hirer remains personally liable towards whatsoever authorities for any prosecution, fine, sequestration. Should the hired boat be seized but not captured, the hirer would be bound down to paying to LOCABOAT a contractual penalty for this seizing equal to the tariff in force.

## INSURANCE

The boat is covered for accidental damages, claims from third parties arising because of the boat, accidental pollution. Should any accident occur, the financial responsibility of the boat's driver shall not exceed the amount of the damage deposit except in the loss of rights or exclusions hereinafter mentioned where the boat's driver is responsible in full for all damages and claims. Fines and penalties are always excluded from insurance covers. The driver and all persons on board, along with their Personal effects and their own third party liability are not covered by this insurance policy. The boat's driver and crew can take out individual insurance for themselves and at their expense to cover these risks. Likewise, breakage or loss of the boat's equipment, as well as a lack of care of the boat, are not covered by this policy.

### Exclusions:

Damage, loss, third-party claims and expense resulting from:

- inexcusable or intentional fault, deliberate disregard for navigation or safety regulations - violation of navigational restrictions or stoppages - towing - acts committed by any landside crew member - criminal use of the boat, its equipment or tenders - piloting in an intoxicated state, under the influence of narcotics or substances, even if for medical purposes, which affect the mind or capacity to react - use of the boat for purposes other than personal enjoyment - exceeding the number of passengers authorized by law - navigation outside authorized areas, at night, or in winds in excess of 3 on the Beaufort scale - false declarations, as well as any malicious act committed in collusion with any person on board.

## DAMAGE DEPOSIT - FUEL ADVANCE

The damage deposit must be paid on the day of departure before embarking and shall be returned at the end of the trip if the boat and all of its equipment are returned in proper working order, at the agreed time and place, if the boat has not been subject to or has caused any damage to third parties, and if all amounts due pertaining to the trip or services have actually been collected. This deposit guarantees payment for expense stemming from:

- accidental damage that the boat, its equipment or tenders have been subjected to or have caused,
- breakage or loss of equipment, improper maintenance of the boat and its equipment or tenders during the trip, boat abandoning and late return of the boat. Through explicit dispensation and excluding cases of loss of rights or the exclusions stipulated in the INSURANCE section, if the boat's driver has taken out the DAMAGE WAIVER option, LOCABOAT reduces the payment of the damage deposit in case of accidental damage caused to the boat, structures or third parties due to the boat. This measure applies only if:
- The boat's driver has not committed any inexcusable or intentional fault, has not had any disregard for safety, has complied with navigation regulations (especially in case of stranding, damage to superstructures and fittings during a collision with a structure), has respected the information stipulated in the LOCABOAT book, the Logbook and information provided by the departure base pertaining to the trip and piloting of the boat.
- The boat's driver has undertaken to inform LOCABOAT and remains responsible for breakage or loss of items that are part of the boat's equipment, for which the absence of or collision with a structure, has respected the information stipulated in the LOCABOAT documentation or provided by the departure base pertaining to the trip and piloting of the boat. A fuel advance must also be settled on the day of departure and will be deducted from the amount due for fuel according to engine hour meter.

## ACCIDENTS

The boat's driver must notify the hire-firm immediately by telephone of any accident. The latter will give the course to follow. The boat's driver must not have the boat repaired without having obtained approval from the hire-firm. In addition, the boat's driver agrees to complete and sign the accident report, and to have it countersigned by any third parties or witnesses involved. Whether the cause or victim of the accident, the boat's driver shall not claim any compensation in the event his trip is compromised. The boat's driver is wholly and personally responsible at all times for any consequences of any accident arising from an exclusion stipulated in the INSURANCE section or for which criminal and civil liability of a crew member is sought after without pertaining to the boat or its equipment.

## TRIP CANCELLATION PLAN

This must be taken out at least 10 weeks before departure and guarantees a refund of the amounts due to LOCABOAT in application of the "reservation cancellation" article. This plan is valid only in the case of cancellation of the trip before departure in the case of one of the following events occurring after the date of reservation and which affects only those members of the crew mentioned on the "reservation slip": serious illness or accident, death of the boat's driver himself, his spouse, ascendant or descendant relatives / direct collateral, serious damage to his home, economic redundancy, permanent professional transfer, summons to a law court as either a witness or jurymen. **Events stemming from intentional acts, pregnancy or abortion, giving birth and the normal aftermath, accidents resulting from the practice of any sport professionally, drug addiction, alcoholism and their consequences are always excluded.** The hire-firm reserves the right to require documented proof of the event that is put forth. Administrative expense (150 €) and the cost of the plan cannot be reimbursed.

## TRIP CANCELLATION

### > Notified by the hirer

Regardless of the reason, if the hirer or boat's captain has not taken out the reservation cancellation plan, LOCABOAT will invoice the following fees:

- More than 10 weeks before departure: 150 € for handling charge
- Between 8 and 10 weeks before departure: 15% of the hire price with a minimum of 150 €
- Between 6 and 8 weeks before departure: 40% of the hire price with a minimum of 150 €
- Less than 6 weeks before departure: 100% of the hire price

### > Notified by LOCABOAT

If as a result of unforeseeable and unavoidable circumstances which cannot be prevented, LOCABOAT is unable to place the boat hired at the disposal of the hirer or boat's driver, LOCABOAT undertakes to use every means available to it to secure a replacement boat for the hirer, of comparable comfort and capacity to that initially reserved. Should this prove impossible, LOCABOAT will refund without delay to the hirer or boat's captain the hire amount paid, excluding any other type of compensation.

## MODIFICATION OF BOOKING

Each modification of the booking by the hirer (type of boat, region/country, cruise dates, departure or return base, etc.) as from the confirmation date until 8 weeks before departure date will be billed 50 €. In between 8 weeks before date of departure and day of departure, any modification of cruise will have to be submitted to the hirer's approval.

## EMBARKATION

The boat will be placed at the disposal of the boat's captain after the following formalities have been fulfilled: payment of the guarantee-deposit, fuel advance, payment of any amounts still due, signature of the hire contract and, in France, issuing of the "carte de Plaisance" (pleasure craft card) and inventory of the equipment on board. The boat's driver will receive all theoretical and practical information required for proper progress of his trip. The place of embarkation may be a different base in the case of an event rendering embarkation impossible at the scheduled place, and this is not grounds for cancelling the trip. The boat's driver may legitimately refuse the boat offered if it does not correspond to the model that was reserved, unless the parties have made a prior arrangement, if the equipment essential to the successful progress of the trip is not in a fit condition to function or if the state of cleanliness and orderliness of the boat is not in accordance with what he has a right to expect in regard to the fair and regular practice of the profession.

## ONE-WAY CRUISES FROM ONE BASE TO ANOTHER

Even if accepted by LOCABOAT, this service can never be guaranteed due to unexpected events or force majeure (e.g. cancellation of the previous or the following customer). LOCABOAT therefore can change the direction of the one-way cruise or demand an out and back cruise from the hirer (with full refund of the one-way cruise supplement), with no impact on the validation of the contract. It is indispensable to get in contact with the commercial service 48 hours before departure to confirm the direction of the cruise.

## DISSEMBARKATION

The boat must be returned to the place, on the date, and at the time established by contract, other than for unforeseeable and unavoidable occurrence, outside the control of the hirer. The boat is returned to the hire-firm in the same condition as when it was placed in his care, with the inventory of contents drawn up on departure serving as evidence, if necessary, and in a proper state of cleanliness. The hire firm reserves the right to have the boat's captain refund all expenses involved by a late return or the abandonment of the boat during the cruise.

## USE OF THE BOAT BY THE BOAT'S DRIVER

The driver must comply with the rules of river navigation, and also with the instructions given by the hire-firm and by the river authorities. The boat's driver shall restrict his cruising to those waters permitted by the operator. He shall not sail after nightfall, nor shall he engage in towing, sub hiring or lending the boat. The boat's driver shall refrain from exceeding the maximum number of people allowed on board.

## NON-NAVIGABILITY OF THE WATERWAY / NAVIGATION RESTRICTIONS

LOCABOAT cannot be held responsible or liable to pay compensation for any interruption or limitation in the cruise in relation to the trip provided for in the contract, resulting from a dose-down of navigable waterways for technical reasons or administrative police reasons, strikes, flood or drought another adverse weather conditions as well as for any other circumstance beyond its control. In these conditions, LOCABOAT can alter the places and dates of embarkation or disembarkation, on a boat of equal or greater size. If these same events render the whole trip impossible, the sums paid will be placed toward payment for a subsequent trip to be agreed upon by the parties. The hire firm is not bound to provide a refund. Any temporary interruption doesn't give right to a refund.

## BREAKDOWNS

LOCABOAT undertakes to provide assistance in the event of a breakdown or damage as quickly as possible, fairly and within the rules of its conduct of business, during working hours, seven days a week. This service is free of charge except in cases where the boat's captain's behavior is at fault.

### > Breakdowns not attributable to the boat's driver

If the grounding time due to breakdown exceeds a period of twenty-four hours, the hire-firm shall refund the hirer or boat's driver, prorata of the unexpired hire-time, the amount of the hiring, excluding any other form of compensation. The duration of the grounding is deducted as from the time when the boat's driver notifies the hire-firm of the existence of the breakdown. The boat's driver shall refrain from any action of his own, not dictated by necessity or urgency.

### > Breakdown attributable to the boat's driver

If the breakdown or immobilisation of the boat is attributable to the boat's driver, the latter has no right whatsoever to any indemnity for deprivation of enjoyment of the hire. LOCABOAT shall then have the right to bill the hirer for the expenses incurred in the repairs.

## APPLICABLE LAW - MISCELLANEOUS

This contract is governed by the laws of the country where the service is executed and in the official language of that country. In the event of litigation, only those courts depending on LOCABOAT head office have jurisdiction. Any complaint relating to the cruise shall be notified to LOCABOAT no later than 30 days after the end of the cruise.

## GENERAL DATA PROTECTION REGULATIONS

In compliance with the European regulation 2016/679 on Data Protection of 26 April 2016 (GDPR) you have the right to access, rectify, restrict access to and erase your personal data. Furthermore, you have the right at any time to withdraw your consent to the continued holding of your personal data.

For data held by Locaboat, you can exercise any of these rights by writing to the following e-mail address: «dpo@locaboat.com». We will respond to your request within the period allowed by the General Data Protection Regulations (GDPR).