

## 2019 Le Boat Terms and Conditions

**Please read these booking conditions carefully, they form an important part of the contract for your charter.** They contain some exclusions and limitations of liability. All the holidays in this brochure are operated by Mariner International Travel Inc. doing business as Le Boat and being an incorporation registered in Delaware, USA with registered address at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801, US and are sold subject to the following conditions:

### Insurance:

Please Note: Adequate and valid travel insurance is recommended for all customers. We recommend such travel insurance is taken out as soon as your booking is confirmed.

### 1. Your Contract and How to Book

1.1 To make a booking you can contact us in several ways; directly over the telephone, via our website at [www.leboat.com](http://www.leboat.com) ("Website") or through an approved travel agent. The person making the booking (the 'lead name') must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party. Whether you book alone or as a group, we will only deal with the Lead Name in all subsequent correspondence, including changes, amendments and cancellations. The Lead Name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations

1.2 You will be expected to pay 40% of the holiday cost as deposit at the time of booking. If you are booking within 10 weeks of departure full payment must be made at the time of booking. You will also be required to pay any non-transferable and non-refundable items, such as Collision Damage Waiver, and any other applicable supplements due at the time of balance.

1.3 If we accept your booking, we will issue a Confirmation Invoice. A contract will exist between us from the date we issue the Confirmation Invoice or if you book within 7 days of departure the contract will exist when we accept your payment. When you receive the Confirmation Invoice please check the details carefully and inform us immediately if anything is incorrect.

1.4 Once a booking has been confirmed, offers and discounts cannot be applied retrospectively. The balance of the price of your holiday must be paid at least 70 days before your departure date. If the balance is not paid in full by 70 days then your booking will be cancelled and you will forfeit your deposit and any other relevant charges.

1.5 If you book through an agent, all contact with you will be via them.

1.6 Payment for your holiday can be made by card or bank transfer. We will accept payment by personal cheque provided that 7 days are allowed for the cheque to clear.

1.7 Tourist taxes, resort fees or similar that are charged locally may be implemented or changed without prior warning. We do not accept responsibility for these costs, which must be paid by you and are not included within your charter price.

1.8 Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip.

1.9 It is essential that you ascertain whether or not you can obtain relevant visas and inoculations before making your booking. We cannot accept any liability for tickets lost in the post.

1.10 For those holidays where an additional local payment is required this will be confirmed to you. A local payment is a portion of the holiday cost which must be paid directly to the local representative as instructed. If the price of your holiday includes a local payment this must be paid in the currency specified. Please note that your price will not be considered to have been paid in full until the local payment has been made.

### 2. Your Holiday Price

2.1 All prices shown in any brochure are 'from' prices and shown as a guide only. They were accurate on the date published and we reserve the right to increase or decrease our prices, without notice. Current and accurate pricing can be obtained from our website or from our sales teams. In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it. Offers are not combinable unless expressly stated and may be withdrawn at any time. All quotations are provisional until confirmed in writing on your Confirmation Invoice. Before you make a booking we will give you the up-to-date price of your chosen trip including the cost of any supplements, upgrades or additional facilities which you have requested.

2.2 Extras not booked and paid for at the time of early booking will be charged at the new season prices at the base. Certain payments, as indicated in the pricing information, may be taken locally at the destination base in local currency.

2.3 The prices quoted in any brochure are based on costs, exchange rates, taxes and levies as known as at 31 May 2018.

### 3. Conditions of Hire

3.1 Hirers must be over the age of 18 years. The minimum number of people required to hire a boat is 2 adults. For larger boats we recommend a minimum of 3-4 adults to handle the boat comfortably. At least three experienced/confident adults are compulsory on our Vision boats – or at least four less-experienced adults. What qualifies as a suitable level of experience shall be determined at the sole discretion of Le Boat. The number of passengers on board may not exceed the maximum amount of passengers the boat is licensed for. The Hirer must conform to the rules of river navigation, and also the instruction given by the company and the river authorities. The Hirer shall restrict his cruising to those waters permitted by the Company. The Hirer shall not cruise after nightfall, nor engage in towing, sub hiring or lending of the boat.

#### 4. Our Liability, Conditions of Carriage and Limitations

- 4.1 Neither LeBoat, its affiliates, owners, officers, agents, or employees, shall be held liable for any act, default, injury (including death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. You further understand that if you purchase any optional activities that are not part of your pre-booked charter itinerary (including, without limitation, shore excursions and tours, however conducted, airline flights and ground transportation), these activities are operated by independent contractors; the contract for the provision of that activity will be between you and the third party provider for such activity; LeBoat neither owns nor operates the third party supplier; and accordingly, you agree to seek remedies directly and only against the third party supplier and not hold LeBoat responsible for their acts or omissions.
- 4.2 You understand and acknowledge that your travel on the boat may involve risk and potential exposure to injury. You also realize and acknowledge that risk and dangers may be caused by the negligence or participation of other passengers. You also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. You fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during the charter of the boat, and that you are willingly and knowingly electing to sail on the boat in spite of such potential risk of danger.
- 4.3 In recognition of the inherent risk of the travels and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of sailing on the boat, and you willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by you or caused by you. It is your responsibility and obligation to inform LeBoat, at the time your booking is made, of any medical or physical disability or limitation that might disable you or render you unable to perform or safely sail on the boat. Your failure to do so will release us from any liability for loss, damages or other compensation arising from or related in any way to such disability or condition. You further acknowledge that you are the best judge of your own conditions and limitations and that it is incumbent upon you to fully disclose the full extent of any such conditions or limitations to LeBoat.
- 4.4 In consideration of the services and arrangements provided by LeBoat, you, for yourself, other Passengers on your charter, and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify LeBoat, and its owners, officers, directors, employees and affiliates from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of your negligence or caused by your breach of this charter, or which results from your acts, omissions or defaults or any person acting on your behalf, or which results from the acts, omissions or defaults of, or any claims asserted by, the other Passengers on the boat.
- 4.5 LeBoat' maximum liability, for any reason whatsoever, will be limited to the amount paid by you to LeBoat for the charter. If any international convention applies to, or governs, any of the services or facilities included in your holiday arranged or provided by us and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include, without limitation: in respect of carriage by sea, the Athens Convention 1974. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. Other than as set out above, and as is detailed elsewhere in these Terms and Conditions, we shall have no legal liability whatsoever to you for any loss or damage.
- 4.6 If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased in resort your claim should be directed to the activity provider and not to us
- 4.7 We may operate trips in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those you normally expect. The outline itineraries given for each charter must be taken as an indication of what should be accomplished, and not as a contractual obligation on our part. Changes in itinerary may be caused by local political conditions, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances.
- 4.8 In the event medical care becomes necessary on your charter, you may be hours or days travel by water, porter, animal, or other non-vehicular transportation from any medical facility. The medical facility you may be treated in may not have the same standards as hospitals or doctor's offices in your home country. The medical personnel you will be treated by may not speak fluent English and have the same training as medical personnel in your home country. You further acknowledge that an emergency evacuation may be unavailable, expensive and delayed at your boat location, and that the medical facilities and attention available aboard the boat are limited. Decisions are made by LeBoat staff based on a variety of perceptions and evaluations of the situation at hand. Participant understands and agrees to abide by these decisions.\
- 4.9 You agree that no suit, whether brought in rem or in personam, shall be maintained against LeBoat for emotional or physical injury, illness or death, unless written notice of the claim, including a complete factual account of the basis of such claim, is delivered to LeBoat within 185 calendar days from the date of the incident giving rise to such injury, illness or death; and no suit shall be maintainable unless commenced within one (1) year from the day of the incident giving rise to such injury, illness or death, notwithstanding any provision of law of any state or country to the contrary.
- 4.10 Please note that any timings are estimates only. These timings may be affected by operational difficulties or weather conditions.
- 4.11 To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these booking conditions.

#### 5. Cancellation

##### 5.1 If you change or cancel your booking:

5.1.1 If, after our Confirmation Invoice has been issued, you wish to **change** your travel arrangements in any way, for example your chosen departure date, boat or destination, we will do our utmost to make these changes, but it may not always be possible Any request for changes to be made must be in writing signed by the Lead Name or your travel agent. The price of your holiday may increase or decrease to reflect the changes requested by you. You will be asked to pay an administration charge of \$140 per booking amendment and any further cost we incur in making this alteration and any increase in the cost of your trip. Please check whether your holiday insurance will cover any changes or increased costs resulting from a change.

5.1.2 In addition to the above, any alteration, whether a change to an existing booking or a change to another charter or departure date, will also be subject to payment by you of any costs imposed by any of the suppliers providing the component parts of the booking. If the trip to which you transfer is more expensive than the one you originally booked, a further deposit will also be payable. For the avoidance of doubt, the Company will not be responsible for any parts of your holiday booked independently by you.

5.1.3 Where you are unable to travel you can transfer your booking to another person, providing the following conditions are met:

- 5.1.3.1 you must notify us in writing at least 14 days before departure and give us authority to make the transfer; and
- 5.1.3.2 your request is accompanied by all original travel documents which you have received and the full name and address of the person to whom you wish to transfer your charter booking ("transferee"); and
- 5.1.3.3 the transferee is acceptable to us, accepts the transfer and these Booking Conditions and fulfils any conditions that apply to the booking; and
- 5.1.3.4 the transferee confirms that they have their own insurance in place, as your policy cannot be transferred, and the premium cannot be refunded; and
- 5.1.3.5 payment is made by you of an administrative charge of a minimum of \$60 per person plus payment of all costs charged or levied by those supplying your travel arrangements.

Both the transferor and transferee will be jointly and severally liable for payment of the charter price and other associated expenses.

5.1.4 Should you request a major alteration within 10 weeks of departure date (such as, but not limited to, a change of date or location or boat style) then this will be treated as a cancellation and re-booking and the cancellation charges detailed below shall apply.

5.1.5 You, or any member of your party, may cancel your booking at any time providing that the cancellation is made by the Lead Name in writing. Notice of cancellation will be effective upon receipt by us of your written communication. As we start to incur costs from the time the contract is confirmed, we will retain your deposit and in addition will apply other cancellation charges as shown below. These charges are based on how many days before your booked departure we received your cancellation notice. To cancel a reservation ("Cancellation"), You should notify Le Boat in writing.

Cancellation Fee as a % of total holiday cost (excluding any insurance premiums and amendment fees already paid)\*

- More than 70 days before departure - loss of deposit
- Between 70 days and 43 days (inclusive) before departure date - loss of 40% of total holiday cost
- Between 42 days and 15 days (inclusive) before departure date - loss of 60% of total holiday cost
- Between 14 days and departure date - 100% of total holiday cost
- If any scheduled payment by Renter has not been received by the Due Date, the Company reserves the right to cancel a charter and retain all Deposits and fees paid to date.

\*Please ask for full details of cancellation charges at time of booking. You will remain responsible for the full amount of your insurance premium and this will not be refunded in the event of your cancellation. You may however be able to transfer this cover to another charter. Please note that certain costs may be refunded should you cancel the entire charter (e.g. Collision Damage Waiver) before cancellation charges are applied

5.2 All communications relating to this contract (in particular any requests to cancel or amend your charter arrangements) must be from the Lead Name in writing and in English and sent by email to [info@leboat.com](mailto:info@leboat.com) (please call also to ensure your email has been received) or delivered by hand or sent by recorded delivery post to 1 Jasper Avenue Smiths Falls K7A 4B5 Ontario, CA

**5.3 If we cancel or amend your holiday:**

5.3.1 The arrangements for holidays in this brochure are made many months in advance and it is sometimes inevitable that changes or cancellations may need to be made. We reserve the right to make such changes should they become necessary. If we become aware of a change to any matter that is referred to in a representation and that, if known, might have affected your decision to purchase, we shall promptly advise you of the change. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. Sometimes we may have to make a major change to your booking. If a major change becomes necessary, we will advise you of the change as soon as reasonably possible. Whether a change is 'major' depends on the nature of the charter and may include: change of cruising area, change of departure date and change of boat to a lesser model. If we have to make a major change to your holiday (other than due to your default in payment) you will have the choice of either:

- 5.3.1.1 accepting the change;
- 5.3.1.2 accepting an alternative holiday to the same or better standard and price (at the date of the change) if we are able to offer you one;
- 5.3.1.3 accepting a lesser holiday and a refund of the difference in price (where available); or
- 5.3.1.4 Cancelling your holiday in which case we shall give you a full refund of all monies paid.

This paragraph does not apply if the delay or advancing of your trip is the result of: (a) mechanical problems with a vehicle, ship or aircraft; (b) safety considerations; (c) weather conditions; (d) a strike or lock-out; or (e) force majeure.

5.3.2 We may also have to cancel your booking. However we will not cancel your booking less than 28 days before the scheduled departure date except for reasons of force majeure (as defined below), or failure on your part to pay the deposit and/or final balance, or any other reason beyond our control. If we are forced to cancel your charter after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

5.3.3 Where we make a major change to or cancel your charter, except where a major change or cancellation arises from circumstances amounting to force majeure, consolidation due to minimum numbers not being attained, failure on your part to pay the deposit and/or final balance or for any other reason beyond our control, we will not pay you compensation

5.3.4 This standard compensation payment will not affect your statutory or other legal rights. \*We will only make one compensation payment for each full-fare-paying adult in the charter booking. Any children not paying the full adult fare will receive compensation on a pro rata basis of the adult fare.

- 5.3.5 We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed on your departure documents. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements.
- 5.3.6 Circumstances amounting to "force majeure" include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riots, civil disturbances, industrial disputes, actual or threatened terrorist activity and its consequences, natural or nuclear disasters, fire, acts of God, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, closed or congested airports or ports, hurricanes, , shortage of water, obstruction and/or repairs to any waterway, lock or navigational equipment, shortage of or non-availability of fuel and other actual or potential adverse weather conditions, epidemics, health risks or pandemics illness and any other similar events.

## 6. Insurance

- 6.1 Adequate and valid travel insurance is mandatory for all clients while on one of our trips. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives and force majeure events. You are required to carry proof of insurance with you and produce it if reasonably requested by Company employees or suppliers.
- 6.2 Our representative abroad has the right to see the policy so that appropriate advice and assistance can be given. In the event that you fail to provide us with the correct details of your own insurance as soon as possible or at all, you will be liable to us for any loss we incur as a result of your breach of this condition and any such costs will be redeemable from you.

## 7. LEBOAT Collision Damage Waiver (CDW)

- 7.1 For all charters featured by us, you will be required to provide cover against accidental damage or loss to the vessel and ancillary equipment and either purchase LEBOAT Collision Damage Waiver upfront or pay a higher Security Deposit at the base as further detailed below
- 7.2 In the event you or your party cause damage or loss to the vessel (howsoever caused) or to property belonging to a third party you will be liable for the damage up to the value of the Security Deposit paid at the Base, except in the case of gross negligence as defined below.
- 7.3 If you or your party cause damage or loss to the vessel, any ancillary equipment or to property belonging to a third party and such damage or loss is caused as a result of your gross negligence or reckless conduct you will be liable for the full extent of the loss suffered and our right to claim against you will not be limited or waived in any way by the payment of the security deposit or purchase of LEBOAT Collision Damage Waiver.
- 7.4 Acts that will be considered as gross negligence or reckless conduct will include, without limitation, cruising under the influence of alcohol and/or drugs, not having sufficient crew in charge of the vessel at all times, having a person less than 16 years of age driving the boat not being in control of the vessel by means within the control of the Skipper, non-respect of local navigation rules and navigation limits.
- 7.5 During the booking process you will be provided with the option of either purchasing LEBOAT Collision Damage Waiver or paying a higher Security Deposit at the base as set out below. You will not be able to proceed with your booking unless you agree to one of the options and by asking us to confirm your booking you are agreeing to comply with the content of this section and make any required payment.

### Option 1: Collision Damage Waiver or CDW

If you choose to purchase the Collision Damage Waiver this will be added to your booking. You will be provided with the cost of purchasing the Collision Damage Waiver during the booking process which will be added to your overall holiday cost. In addition, you will be expected to pay a sum of between \$445 and \$1480, depending on the size of your boat, as security deposit upon arrival at the LeBoat Base. The security deposit will be taken as a pre-authorization on your credit card prior to embarkation and if you do not pay, we reserve the right to cancel your booking without further liability and without any right to a refund and you will not be entitled to continue with the charter.

Option 1	Daily Rate					Security Deposit Payable @ Base		
	France, UK & Ireland	Italy	Germany	Belgium	Holland, Canada	CAD	EURO	£££
Budget Boats	\$22	\$23	\$25	\$26	\$26	\$380	€250	£205
Comfort Boats	\$32	\$33	\$34	\$36	\$37	\$530	€350	£290
Comfort Plus Boats	\$34	\$35	\$36	\$37	\$39	\$755	€500	£415
Premier Boats	\$44	\$46	\$47	\$48	\$52	\$1,135	€750	£620

### Option 2: Security Deposit

If you choose to pay a Security Deposit only you will be asked to pay a sum of between \$2955 and \$4805 depending on the size of your boat, as Security Deposit upon arrival at the LeBoat Base. The Security Deposit will be taken as a pre-authorization on your

credit card prior to embarkation and if you do not pay, we reserve the right to cancel your booking without further liability and without any right to a refund and you will not be entitled to continue with the charter.

Option 2	Daily Rate					Security Deposit Payable @ Base		
	France, UK & Ireland	Italy	Germany	Belgium	Holland, Canada	CAD	EURO	£££
Budget Boats	No Daily Rate Paid					\$3,405	€2,250	£1,885
Comfort Boats						\$3,785	€2,500	£2,070
Comfort Plus Boats						\$4,165	€2,750	£2,280
Premier Boats						\$4,920	€3,250	£2,695

- 7.6 The Security Deposit payable under Option 1 and Option 2 can be paid by credit card.
- 7.7 The Security Deposit paid under either Option 1 or Option 2 will be used as security for any loss or damages suffered by the Company as a result of any breach by you of these booking conditions and any damage caused to the cruiser or its contents during the period of your arrangements. You cannot apply or deduct any portion of the security deposit from the final balance payable for your travel arrangements. **You will be asked to sign a form before embarkation confirming that you fully understand your obligations in the event of any loss or damage to the vessel, ancillary equipment or third party property.**
- 7.8 On return of the boat to the base following the charter period and following inspection of the boat by our base staff, in the event that we are satisfied that there is no apparent damage to the boat on its return from you, our base staff shall, where applicable, refund the relevant Security Deposit paid by you to you as soon as reasonably possible. Please note that the Collision Damage Waiver monies pre-paid under Option 1 are a non-refundable sum to reduce your Security Deposit and in no circumstances whatsoever is such monies refundable.
- 7.9 In the event that we determine that accidental damage or loss was caused to the boat and/or its contents during the period of your arrangements, you will be liable to us for all losses and damages incurred by us as a result up to the value of the Security Deposit left at the base. In the event that we determine that damage or loss was caused to the boat and/or its contents during the period of your arrangements as a result of your gross negligence or reckless conduct, you will be liable to us for all losses and damages incurred by us as a result. In both instances we reserve the right to retain, where applicable, part or all of the relevant Security Deposit paid by you. We may use all or part of the Security Deposit paid by you to repair any damage caused to the boat or its contents during the period of your arrangements, including without limitation the costs involved in lifting the boat for a full inspection to assess the damage to the boat.
- 7.10 Retention of the Security Deposit will not in any way limit or prejudice any claim which we may have over and above the sum of the Security Deposit paid by you where the loss or damage was caused or contributed to by your of any such losses or damages incurred by us over and above the sum of the security deposit paid by you. In the event that the losses or damages suffered by us as a result of any breach by you of these booking conditions and any damage caused to the boat or its contents during the period of your arrangements is less than the relevant Security Deposit paid by you, we shall refund, as relevant, part of the Security Deposit paid by you to you as soon as reasonably possible after the damage has been repaired or the repair costs have been ascertained. In the event of any disagreement over damage or loss, we shall retain the relevant Security Deposit paid by you until the matter is resolved. Please note that if loss or damage caused by your gross negligence or reckless conduct is in excess of the level of the security deposit we reserve the right to pursue a claim against you for the full extent of our loss.
- 7.11 For the avoidance of doubt, where we make any refund to you of the relevant Security Deposit paid by you, any Le Boat Collision Damage Waiver fees also paid by you will not be refunded.

## 8. Visa, Health, Passport, Travel Documentation

- 8.1 It is essential that you ascertain whether or not you can obtain relevant visas and inoculations before making your booking, particularly for late bookings. All Passengers must have a valid passport for international travel. Many countries require passports to be valid for six (6) months beyond your stay. Visa and entry permits are required for many countries. Passports, visas and re-entry permits are the responsibility and cost of the Passenger. You should check with the appropriate embassy, consulate or the US Department of State for the exact requirements for your chosen charter and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you purchase from us. In some cases, countries will refuse entry to clients who have criminal records. The Lead Name is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your passport office or the consulate in question if you have any queries. Clients travelling overland to certain destinations may need to also pass through controls of other countries en-route so this should be allowed for with any passport/visa applications. **WE CANNOT ACCEPT RESPONSIBILITY FOR ANY FAILURE BY A PASSENGER TO COMPLY WITH ANY TRAVEL DOCUMENTATION OR INNOCULATION REQUIREMENTS OR ANY COSTS OR FINES BEING INCURRED BY SUCH PASSENGER IN CONNECTION THEREWITH. PASSENGERS WHO ARE DENIED ENTRY FOR IMPROPER DOCUMENTATION/FAILURE TO PROVIDE REQUIRED INFORMATION OR FAILURE TO COMPLY WITH MANDATORY HEALTH REQUIREMENTS RECEIVE NO REFUND.**
- 8.2 If a parent is traveling alone with a child, an affidavit or letter from the other parent may be required. If you are unsure about the information provided regarding the documentation required, you should contact us to confirm the requirements prior to booking. You should also note that entry to another country may be refused even if the required information and travel documents are complete as travel documentation is subject to change.
- 8.3 Please note that for some trips, we need to request special permits and may need to request more information from you to do so.
- 8.4 It is your responsibility to ensure that you obtain proper and detailed medical advice and the latest health requirements and recommendations for your destination and any costs. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.
- 8.5 When assessing whether trips will operate we use information from our local offices in conjunction with advice from the US Department of State; **however, it is your responsibility** to acquaint yourself with the travel advice provided by the relevant government bodies and the latest

information about passports and travel abroad. In the event a U.S. or government agency issues a full ban on travel to your destination, we reserve the right to offer alternative destinations or issue travel credit in lieu of a refund. There will be no refunds due to fear of travel from actual, threatened, or perceived violence or terrorist events.

#### 9. [Hirer's Suitability and Behavior](#)

- 9.1 The Hirer must accept responsibility for the proper conduct of him/herself and any members of their party. Le Boat cannot be held responsible for underage consumption of alcohol. We reserve the right in our absolute discretion to terminate without further notice the holiday arrangements of any client who either refuses to comply with the instructions or orders of the company staff, agent or other responsible person, or whose behaviour in their opinion is likely to cause distress, damage or danger or annoyance to other customers, staff, any third party or to property. Upon such termination our responsibility for your holiday ceases and we shall not be liable for any extra costs incurred by you.
- 9.2 We reserve the right to refuse to accept you as a customer or continue dealing with you if we, or another person in authority, believe your behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put any other traveller or our staff or agents in any risk or danger, on the telephone, in writing or in person.
- 9.3 Please note you are not permitted to sail/cruise on your vessel during the hours of darkness (which shall run from the start of sunset to sunrise).
- 9.4 Waterways and river regulation must be followed : speed limitation is: Maximum 2200rpm / 8 km/h in harbour AND when crossing another boat : 1200 RPM / 3 km/h
- 9.5 Any vessel or other accommodation we arrange for you must only be used by those people named on your Confirmation Invoice or on latest amendment invoice issued. You are not allowed to share the vessel or let anyone else stay on board. In accordance with clause 7 you are responsible for the cost of any damage caused to your vessel or its contents during your stay. These charges must be met by you and may have to be paid locally.
- 9.6 Upon termination for any reason detailed in this clause 9 then our responsibility for your holiday ceases and we shall not be liable for any extra costs incurred by you.
- 9.7 For the purposes of this section reference to "you" or "your" includes any other person in your party.

#### 10. [Special Requests and Participation Requirements](#)

- 10.1 We will consider special requests when you book. We will tell you whether there is a charge for the request and/or whether we can satisfy the same. We can only guarantee requests for which there is a charge, or those that are confirmed in writing. It is your responsibility to advise us of any special requirements. We regret we cannot accept any booking which is conditional upon the fulfilment of a particular request.
- 10.2 All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen charter as described in this brochure.
- 10.3 Unaccompanied passengers under the age of 18 years need a letter of consent to travel alone from a parent or legal guardian. The minimum age of unaccompanied travel is 16 years of age on the date of departure.
- 10.4 Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the charter. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the charter in which case all monies paid will be forfeit.
- 10.5 Anyone requiring the use of electrical CPAP equipment should inform Le Boat staff accordingly at the time of booking and should be aware that suitable power may not always be available to run the CPAP machine.

#### 11. [Accidents and Loss/Damage of Equipment](#)

- 11.1 If the boat is involved in an accident of any nature, the Hirer must immediately contact the base and complete an accident report form (found on board) and ask any other party involved to complete the same form. The Hirer will not ask for any repairs to be carried out without Le Boat's agreement.
- 11.2 On arrival, the Hirer will be asked to check the boat for external signs of damage and indicate these areas on a separate form. The Hirer will also be asked to sign an inventory list detailing all critical items of inventory for which a separate fee is charged should they not be returned, or returned damaged. Should any equipment be lost, stolen or broken, the Hirer must report this on return of the boat. A separate fee for certain items lost or damaged will be charged. This must be paid for locally and in local currency. Such items include, but are not limited to: gangplank, tv/dvd remote controls, mallet, pegs, parasol, outdoor table and chairs.

#### 12. [Embarkation/Disembarkation and Cruising Route and Navigational Restrictions and Technical Assistance](#)

- 12.1 Embarkation & Disembarkation: Boat embarkation time is from 16:00 on your start day and disembarkation must be by 09:00 on the final day. For an additional fee(s), and subject to operational constraints, early boarding from between 11:00-12:00 and after 14:00 and late check-out until 12:00 can be pre-booked and will be detailed on your booking confirmation summary.
- 12.2 Cruising route: For operational reasons, the Company reserves the right to change the direction of your one-way cruise; to make a one-way cruise a return-to-base cruise and to make a return-to-base cruise a one-way cruise. Such changes may be required at late notice. These changes will not entitle the Hirer to cancel with a refund or compensation.
- 12.3 The Le Boat brochure offers a number of cruising suggestions for each region based on our experience and knowledge of the area. At the start of your cruise you will receive detailed cruising information for your region, clearly stating which waterways are navigable and which are prohibited or restricted. The base team will also advise on any specific routes which are prohibited or restricted, or procedures falling under the control of Inland Waterways Authorities for your cruising area. Our Customer Guarantee does not cover cruising in areas that are prohibited or restricted. Customers who require assistance (towing/haulage) as a result of cruising in prohibited/restricted areas will incur an additional charge, payable locally in local currency. Please contact the sales team prior to departure if you wish to cruise on any waterways not covered in our brochure.

12.4 The locks are closed on some bank holidays, (e.g. 1st May, 1st November and 14th July) in most of our cruising regions. For more information, please contact our team.

12.5 Le Boat has a breakdown service during normal working hours every day of the week. We will use our commercially reasonable efforts to attend and repair a breakdown or technical incident as quickly as possible. The Hirer will have no claim against Le Boat for any failure caused by the Hirer including but not limited to grounding, and in such instances the company will reserve the right to recover from the Hirer the expenses incurred in rectifying the matter.

12.6 In the event of a technical failure not attributable to the Hirer, and if repairs are not completed within 4 working hours after informing the base, the Hirer will be entitled to compensation in the form of a discount on a future cruise. The value of the discount will be calculated based on the cost of the cruiser and in proportion to the time of immobilization. No claim may be instituted against the Company regarding a technical problem which was not reported by the Hirer during the cruise.

### 13. Other costs while you cruise

Any services you use while away from our base, such as mooring fees, shore power, marina facilities and/or fresh water and pump out services must be paid at your own expense.

### 14. Boat descriptions & fleet availability

Boat layout plans, specifications and illustrations in the brochure are for general guidance. Some models within boat classes have minor variations. Fleet availability/boat models for each cruising suggestion/cruising region is correct at time of going to press but is subject to change without notice.

### 15. Return of the Boat / Cleaning Service

15.1 The boat must be returned by 09:00 on your final day at the correct base, unless you have booked and paid for a late check-out, in which case the boat must be returned by 12:00. Late returns will incur an abandonment fee of £700 / €1000/\$1500. All customers must return the boat in a reasonably clean state with the following completed: i) all rubbish neatly bagged up; ii) all crockery and utensils cleaned and re-stored; iii) beds stripped; iv) decks mopped; v) bathrooms and toilets cleaned. If the boat is left in an unsatisfactory condition, the boat's cleaning fee will be charged to the customer.

15.2 Cleaning service: You may pay an additional cleaning fee of \$120-\$220 dependent on the size of the boat and we will take care of the final cleaning of your boat. In this case all you are asked to do is to bag up your rubbish & all crockery and utensils must be cleaned and re-stored.

### 16. Fuel Charges & Fuel Deposit

Fuel is charged according to market rates and is subject to fluctuations in diesel prices. At the time of going to press, the hourly fuel charge is £4-£10 / €5-€15 / \$7-\$25 depending on boat type and usage, but could have since changed. In France, Germany, Holland, Belgium, Ireland, Thames and Italy, Le Boat charges for fuel according to the amount of hours the engine has been running. At the start of your cruise, you will be informed how much the hourly charge will be and the current engine hours on your boat will be agreed and recorded with you. Before departing the base you will be required to leave a Fuel Deposit payable locally in local currency. At the end of your holiday you will either pay an additional fuel cost to cover the amount of fuel actually used, or you will be due a refund if your fuel consumption is less than the deposit paid.

### 17. Car Transfers

17.1 Le Boat staff are insured to transfer cars between bases in all cruising regions where we have two or more bases (except Germany). We are unable to transfer cars heavier than 3.5 tonnes, cars pulling trailers or caravans, campervans or motorcycles. Car transfers are available for a charge, must be pre-booked before departure and are subject to availability.

17.2 Our base teams can transfer hire/lease cars, but you should check with your hire/leasing company first as the terms of your agreement may not permit this. If it is permitted, your hire/leasing company may charge you extra to add a member of our base team as a named driver. For operational reasons, we may not know the name of the driver until the week of your departure.

### 18. Complaints

18.1 If you have a complaint while embarking on your boat such as cleaning, missing inventory, linen or any other item, please notify our staff before set off. In such case, we will be able to help you immediately.

18.2 If you have a complaint whilst you are on holiday, please inform the base manager or a Le Boat office immediately so that remedial actions can be taken. If you wish to make a claim against us then you must notify us in writing within 28 days of your return home by writing to Le Boat office at 1 Jasper Avenue Smiths Falls K7A 4B5 Ontario, CA or emailing [customerservice@leboat.com](mailto:customerservice@leboat.com) or contacting your travel agent. Please note that if do have any reason to complain, you must complain as soon as reasonably possible to the relevant person (for example, the base manager or base receptionist) who will do everything reasonably possible to resolve the problem. Failure to take these steps and give us an opportunity to make things right at the time may significantly affect your ability to seek compensation later.

### 19. Privacy Policy

Our Privacy Policy sets out what information we collect, how we collect it, and what we do with it. Our Privacy Policy applies to you and is available on our website located at [www.leboat.com](http://www.leboat.com)

### 20. Law and Jurisdiction

20.1 Any controversy or claim arising out of or relating to this Agreement, whether brought in rem or in personam, including without limitation any claim related to bodily injury, property damage or death, shall be settled by binding arbitration in the State of Delaware, USA in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over

the subject matter of the controversy. This agreement to arbitrate does not waive or modify the liability release contained in this document. Such proceedings will be governed by substantive Delaware law. The dispute will be resolved by a single arbitrator who must be a lawyer admitted to practice in the courts of at least one state in the United States and have a minimum of fifteen years of experience in civil litigation. The arbitrator so described will be selected by the American Arbitration Association. Each party to the dispute shall have the right on a single occasion to veto the designation of an arbitrator so selected. The parties waive the right to rely on any state law or statute which creates an exception to enforcement of the requirement that disputes be resolved pursuant to arbitration in the manner set forth in this provision.

20.2 This Agreement and any actions and proceeding shall be governed by the laws of the State of Delaware without regard to conflict of laws principles, with the exception of any admiralty or maritime claims, which shall be construed under the admiralty laws of the United States. If the right to seek arbitration is for any reason waived by both parties, or if judicial review of any arbitration decision is sought, any action or legal proceeding to enforce any provision hereof, or based on any right arising out of, this Agreement shall be exclusively in the courts of the State of Delaware, or if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and all of the parties hereby consent to the exclusive jurisdiction of such courts and of the appropriate appellate courts in any such action or legal proceeding and waive any objection to venue or jurisdiction in connection therewith.

20.3 In connection with any action or legal proceeding arising out of this agreement, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.

20.4 The invalidity or unenforceability of any part of this Agreement, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of this Agreement, or its application to other situations or circumstances. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

20.5 Except as otherwise expressly provided to the contrary, this Agreement is for the benefit of LeBoat and the Passenger. This Agreement shall be exclusive of any advertising, marketing or other sales literature or activities of LeBoat and nothing contained in any of such materials shall be construed to create any rights as a result of or in connection with this Agreement.