

Le Boat Terms and Conditions 2018

1 Charter Reservation

This confirmation automatically initiates the terms below, which are published in our rate sheet. Your Contract is with Le Boat. By signing this document it means you have read and accepted these booking conditions. The party leader hereinafter referred to as the "Renter") will be responsible for the full cost of the vacation including any insurance premiums, cancellation or amendment charges. a contract exists as soon as Le Boat issues your invoice. You should check the details of your invoice carefully to ensure that it accurately reflects the booking and costing you have requested and immediately inform the Company of any discrepancies. Le Boat may delegate the performance of any part of this agreement to its affiliates, employees, officers, directors, and agents (hereinafter referred to collectively as "The Company").

2 Payment Terms

Thirty-Five Percent (35%) of the rent charge is due upon booking (the "Deposit"). The outstanding balance (the "Balance") is due sixty (60) days prior to departure (the "Due Date"). a one and one-half percent (1.5%) late fee will be applied to the Balance if not paid by Due Date.

3 Cancellation Terms

To cancel a reservation ("Cancellation"), the Renter should notify the Company in writing. If the Cancellation is received by the Company ninety (90) days or more prior to departure, either (i) a Four Hundred Dollar (\$400) penalty shall be assessed or (ii) the charter dates may be rescheduled for an administration fee. If the Cancellation is received by the Company between eighty-nine (89) and sixty-one (61) days prior to departure, either (i) the Deposit shall be forfeited or (ii) the charter dates may be rescheduled and a Three Hundred Dollar (US\$300) penalty shall be assessed. If the Cancellation is received by the Company sixty (60) days or less prior to departure, there shall be no refund of the Deposit or Balance and any portion of the Balance not yet paid shall be immediately due. 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. all changes to bookings after confirmation, including but not limited to date or type of boat (hereinafter "Changes") will be subject to an administration fee of a minimum of One Hundred dollars (US\$100) with a major change fee of Five Hundred dollars (US\$500). The Company reserves the right to treat Changes as Cancellations in accordance with the terms of this Paragraph 3.

4 Travel Insurance

Please call your sales agent for additional information.

5 Rent Periods and Routes

Unless otherwise agreed and shown on the Booking Confirmation, bookings are for the period at the date, time and place of embarkation stated on the Renter's Booking Confirmation (On all European charters the boat can normally be taken over at 4:00pm and must normally be returned before 9:00am). The Company reserves the right, should it be necessary for operational reasons, to alter the place of embarkation and/ or

disembarkation, to reverse the direction of a one-way cruise, to change to an out and-return cruise or vice-versa, and such minor changes with respect to a given river or canal will not give the Renter the right to cancel the booking nor to have any money back. It is essential therefore that the Renter contacts the Company or the departure base 48 hours before the start of the cruise for confirmation of the route. If a change is a major change from the agreed booking, you have the choice of either accepting the change in arrangements, accepting an alternative vacation arrangement from what is available or cancelling your vacation arrangements and receiving a full refund of monies paid in all cases, except where changes arise beyond the Company's control.

6 Delivery

The Company will deliver the boat to the start port on the specified start date in full commission and ready for service. Should the specified boat not be available, the Company reserves the right to substitute a similar boat of similar capacity and standard, or another alternative acceptable to the Renter. The Renter must examine the boat prior to departure to determine whether the boat is in good working order, is properly outfitted with all standard safety equipment, accessories, and utensils, as well as any other requested items (the "Inventory"). acceptance by the Renter certifies that the obligations of the Company for delivery have been fulfilled. If the Company is unable to deliver the boat or a substitute within 24 hours of the delivery time specified, the Renter may cancel this agreement and the total fee will be refunded. The Renter shall be entitled to a pro rata portion of the fees covering periods of delay in delivery of the boat. Should the Renter not be present or not ready to accept delivery of the boat for whatever reason at the specified time and place, the Company reserves the right to reset the time of delivery within a 24 hour period thereafter.

7 Availability of the Boat

If due to circumstances beyond its control, the Company is unable to provide the Renter with a boat of the type booked or a boat of similar capacity and standard, or another alternative acceptable to the Renter, the Company will refund rent charges paid by the Renter, in which case the Renter will have no further claim against the Company.

8 Boat Damage Protection

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 Le Boat Collision Damage Waiver upfront or pay a higher Security Deposit at the base as further detailed below.

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.

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 Le Boat Collision Damage Waiver. 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.

During the booking process you will be provided with the option of either purchasing Le Boat 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 (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 £200 / €250 / CA\$370 and £600 / €740 / CA\$1,110, depending on the size of your boat, as damage deposit upon arrival at the Le Boat Base. The damage deposit will be taken, in local currency, 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.

	Daily Rate							
Option 1	France, UK & Ireland	Italy	Germany	Belgium	Netherlands & Canada	Security Deposit Payable @ European Bases	Security Deposit Payable @ UK Bases	Security Deposit Payable @ Canada Base
Budget boats	US\$20	US\$21	US\$22	US\$23	US\$23	€250	£200	CA\$370
Comfort boats	US\$29	US\$30	US\$31	US\$33	US\$34	€350	£280	CA\$515
Comfort Plus boats	US\$31	US\$32	US\$33	US\$34	US\$35	€500	£400	CA\$740
Premier boats	US\$41	US\$42	US\$43	US\$44	US\$47	€750	£600	CA\$1,110

Option 2: Security Deposit

If you choose to pay a Security Deposit only you will be asked to pay a sum of between £1,800 / €2,250 / CA\$3,325 and £2,600 / €3,250 / CA\$4,805 depending on the size of your boat, as Security Deposit upon arrival at the Le Boat Base. The Security Deposit will be taken, in local currency, 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	France, UK & Ireland	Italy	Germany	Belgium	Netherlands & Canada	Security Deposit Payable @ European Bases	Security Deposit Payable @ UK Bases	Security Deposit Payable @ Canada Base
Budget boats	No Daily Rate Paid					€2,250	£1,800	CA\$3,325
Comfort boats						€2,500	£2,000	CA\$3,695
Comfort Plus boats						€2,750	£2,200	CA\$4,065
Premier boats						€3,250	£2,600	CA\$4,805

The Security Deposit payable under Option 1 and Option 2 can be paid in cash, or credit card.

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 damage 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. 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.

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.

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 where the loss or damage was caused or contributed to by any actions prohibited in these terms and conditions and/or any act by you, or your party, of gross negligence where the value of the damage is over and above the Security Deposit paid. 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 damage deposit/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 damage deposit we reserve the right to pursue a claim against you for the full extent of our loss.

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.

9 Running Expenses

The Renter agrees to pay any additional running expenses during the term of the cruise, which have not been prepaid as part of the vacation package. Such additional running expenses may include, but are not limited to, food and other consumable items, fuel, pilotage, mooring and dockage fees, port charges, cruising taxes and park permits, customs and provisions, and supplies for the Renter and their party.

10 Insurance

The Company is responsible for the insurance of the boat and its equipment and the insurance of the Renter's third party liability as Renter of the boat. The Company's insurance does not cover the Renter's personal belongings and the Company accepts no responsibility in the event of loss or damage to the Renters personal belongings, either on the boat or on the Company's premises.

11 Unsuitable Renters

The Company reserves the right to refuse to hand over a boat to any Renter who, in the sole and absolute discretion of the Company, is not suitable to take charge. In such case, the Company will refund all rent charges and its liability to the Renter will thereupon cease. The Company's decision not to exercise its rights in accordance with this Paragraph 12 shall in no way be construed as an acknowledgment or determination of the suitability of the Renter or the assumption of any liability for loss or damage incurred as a result of Renter's (or his or her party's) actions, for which the Renter assumes sole responsibility. The Company reserves the right to repossess a boat from the Renter who in the opinion of the Company is not suitable to continue his or her cruise. all Renters must participate in safety, technical and navigation briefings as determined by the base prior to departure.

12 Termination of Vacation and indemnity

The Renter accepts responsibility for the proper conduct of themselves and their party. The Company reserves the right in its absolute discretion to terminate, without further notice, the vacation arrangements for any Renter who refuses to comply with the instructions or orders of the Company and whose behavior or competence in the Company's opinion is likely to cause distress, damage, danger or annoyance to other customers, staff, any third party or to the property. Upon such termination the

Company's responsibility for the Renter's vacation ceases and shall not be liable for any costs incurred by the Renter.

13 Boat Descriptions

Boat layout plans, specifications and illustrations in the brochure are for general guidance. Some boats within classes have minor variations.

14 Navigation Limits

Boats must cruise within the limits indicated in the documentation supplied to the Renter and should at all times comply with the waterways regulations. If advised of an infringement of this condition the Company may repossess the boat and the Renter will be responsible for all expenses incurred even in excess of the amount of the Security Deposit. The Company reserves the right to restrict cruising areas if unusual or hazardous conditions prevail.

15 Accidents and Loss of Equipment

The Renter undertakes to report immediately any accident of any nature in which he or his boat is involved. In such an event, the Renter will fill in the accident form provided in the Livre Bleu (in Europe) and ask other parties involved to complete the same form. The Renter will not cause any repairs to the boat nor will the Renter ask for or cause any third party to repair the boat without the prior written consent of the Company. The Renter undertakes to report any other damage to the boat and any equipment lost, stolen or broken upon returning the boat to the Company. Damage to the boat and/or loss or damage to inventory will be deducted, in part or in full, from the renter's damage deposit - see section 8.

16 Technical Assistance and Boat Delays

The Company undertakes to maintain a breakdown service during normal working hours every day of the week during the season and to attend to any breakdown or other technical incident rapidly within the context of available material and personnel. Outside normal working hours, an emergency service operates. a. every boat is checked before the start of each rent cruise and the Company takes all reasonable steps to ensure that the boat will not suffer a mechanical breakdown. If a breakdown of any kind should occur, the Renter must report it to the base immediately so that steps can be taken to make repairs and enable the cruise to be resumed. b. The Renter shall have no claim against the Company as a result of any grounding or breakdown or failure of the boat's engine or equipment. When such breakdown or failure is due to the negligence of the Renter, the Company will have the right to recover from the Renter the expenses incurred in rectifying the matter.

17 Return of the Boat

The boat must be returned to the Company at the end of the cruise and vacated at the agreed time and place as shown on the Booking Confirmation. The Company reserves the right to recover from the Renter any expenses, which it incurs as a result of late return or non-return of the Boat at the agreed time and place, including the abandonment fee of £700 (in UK) / €1,000 (in the rest of Europe) and CA\$1,500 (in Canada) for any Boat not returned to the stated place of disembarkation. All customers must return the boat in a reasonably clean state with the following completed: i) all trash

neatly bagged up; ii) all crockery and utensils cleaned and re-stored; iii) beds stripped; iv) decks mopped iv) Bathrooms and toilets cleaned. If the boat is left in an unsatisfactory condition, the boat's cleaning fee will be charged to the customer.

Cleaning service: You may pay an additional cleaning fee of US\$110 - US\$210 dependant 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 trash & all crockery and utensils cleaned and re-stored.

To allow for additional cleaning, a US\$60 supplement per pet is charged to take a maximum of two pets on board our boats. You are required to bring a basket/blanket for pets to sleep on and to refrain from letting pets lie on bedding or settees. Please do not leave pets unattended on your boat. If despite paying the pet cleaning supplement the base manager feels extra cleaning is required on the return of your boat, you will be asked to pay an additional boat cleaning fee.

18 Fuel Charges & Fuel Deposits

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 (in UK) / €5-€15 (rest of Europe) / CA\$7 – CA\$10 (in Canada) depending on boat type and usage, but could have since changed. Fuel is payable in local currency. In all regions, 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.

At the start of your cruise your boat will have a full tank of fuel. 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.

19 Restricted or Interrupted Cruising

The Company accepts no liability and shall not be bound to make any refund in the event of cruising waters being restricted or the cruise being interrupted as a result of closing waterways for repairs or because of drought or flooding or any other cause beyond the Company's control.

20 Force Majeure

We regret we cannot accept responsibility or pay any compensation where the performance or prompt performance of our contract with you is prevented or affected by reason of circumstances amounting to "force majeure." For purposes of this section, circumstances amounting to force majeure include any event that the Company could not, even with all due care, foresee or avoid, including, but not limited to, the destruction or damage of the boat through fire, flood, explosion, storm or weather damage, accident, break-in criminal damage or any other cause outside our control.

21 Assignment

The Renter shall not assign this agreement or sub-charter the boat without the prior written consent of the Company. The Company may assign its rights to payments under the charter.

22 Miscellaneous

It is understood that the Company is acting for and on behalf of the owner of the vessel. The Company makes no representations other than those contained in this Contract, the current brochure, rate sheet and any written materials provided as part of the booking procedures. The hotel rooms, food, phone calls, or other expenses incurred by the Renter for any reason whatsoever. Neither the Company nor the owner will be liable to any person for any loss, damage, injury, or death that results from the Renter's use of the vessel.

The Renter will indemnify and hold the Company and the owner of the vessel harmless from and against any and all claims for loss or damage to property or injury to persons (including loss of life) resulting from use, operation, or possession of the vessel and related equipment or other Inventory by the Renter and from any claims whatsoever from loss or damage to personal property of the Renter or any crew carried on the vessel or auxiliary equipment.

23 Short Comings, Problems or Deficiencies

You must notify the Company prior to embarking on your cruise of any visible damage to the boat. The Renter is responsible for the cost to repair any such visible damage to the boat of which he or she failed to notify the Company. The Renter must notify the Company immediately of any shortcomings, problems or deficiencies with your boat so that remedial action, if appropriate, can be taken. The Company cannot accept any liability in relation to any shortcomings, problems, deficiencies or claim of whatever nature if you fail to notify the Company of any complaint or claim during your vacation and write to the Company within 14 days of the end of your vacation.

24 Complaint Process/Limitation of Remedies

If the Renter has cause for complaint you must in the first instance inform the office at the base from where you started your vacation who will endeavor the problem to your satisfaction. If your complaint cannot be resolved locally, please make note of your points and when you return home write to the appropriate booking office. Complaints not made within 28 days at the end of your vacation will not be entertained. Under no circumstances will the level compensation exceed the amount of monies paid to Le Boat.

25 Headings

Paragraphs headings are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

26 Data Protection

Le Boat's Privacy Policy sets out what information we collect, how we collect it, and what we do with it. To see a full copy of the policy, please visit www.leboat.com. To ensure your vacation runs smoothly, we need to use information such as your name and address, special needs, dietary requirements, etc. We will apply appropriate security measures to protect this data. However, we must pass it to suppliers of your travel arrangements, including airlines, hotels and transport companies. We may also supply it to security or credit checking companies and to public authorities such as customs and immigration. If your vacation is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strict as in the UK.

We will only pass data, including sensitive information regarding disabilities or dietary and religious requirements to people responsible for your travel arrangements. If we cannot pass this information to the relevant suppliers in the EEA or elsewhere, we cannot provide your booking. When you make this booking, you consent to this information being passed to the relevant people. We can supply a copy of your information held by us; there is a small charge for providing this. We may use the address, telephone, mobile and email information you supply to contact you with news, information and special offers offered by Le Boat, via direct mail, telephone, email and/or text message. If you do not want this service, please write to the Le Boat office address on the back of this brochure.

27 Governing Law and Venue

This agreement shall be construed and interpreted in accordance with the laws of the state of Florida, with the exception of any admiralty or maritime claims which shall be construed under the maritime, admiralty laws of the United States including the International Convention on Limitation of Liability for Maritime Claims 1976 as in effect. The venue for any proceedings hereunder shall lie in Pinellas County, Florida or the United States District Court for the Middle District of Florida, Tampa Division.