

GENERALS CONDITIONS OF HIRE

Edited and printed in October 2019 – These conditions cancel and replace the previous

France Afloat is the trading name of Burgundy Cruisers S.A.R.L. and is hereafter referred to as "The Company". The "Hirer" is the person who signs the booking form and/or any member of his/her party. The "Operator" is the boat operator and the "Boat" is the boat which has been reserved by the Hirer or that which has been allocated to him/her by the Company or Operator.

1. **BOOKING** – All the holidays published herein are subject to availability. The Company reserves the right to change the details of or withdraw any holiday prior to a contract with the hirer being secured. A reservation is only accepted as a booking once the booking form, duly completed and signed, together with the Initial Payment as detailed on the booking form, is received by the Company. The contract exists between the Hirer and the Company once the invoice has been issued by the Company. The balance as shown in the Confirmation of Hire Invoice must be received by the Company eight weeks prior to the departure date. Bookings made less than eight weeks from the departure date must be accompanied by the total payment.
2. **AVAILABILITY** – Every effort is made to meet the Hirers' requests for the choice of boat and dates. If for any reason beyond the Company's control, apart from Force Majeure (see condition 6), this is not possible nor is it possible to provide an acceptable alternative, the Company will refund any hire monies paid to the Company by the Hirer and thereupon it's liability to the Hirer will cease.
3. **MODIFICATIONS** – If the Hirer makes any modification to the booking after the confirmation and invoice is issued, an alteration fee of 25€ will be charged for each and every re invoicing. The Company accepts no liability for errors on the Invoice or Balance of hire and voucher documents made by the Company for any aspect of the holiday or package holiday if the hirer has not notified the said error to the Company prior to the departure date. The Hirer must notify the Company immediately if there are any alterations to the crew members or if there are any additional crew members wishing to join the party. Each new member will be required to pay their Initial Payment as detailed on the booking form and supply the company with their details for Insurance purposes. New booking forms are available on request. The Company endeavors to ensure that all the information contained within this brochure is correct at the time of printing. If however an error or other change is discovered apart from as a result of an unusual or unforeseeable event or a Force Majeure, after the brochure has been printed we reserve the right to make any changes to bookings as may be necessary. In all instances the Hirer will be notified as soon as is reasonably practicable. Apart from as indicated below, modifications will not be accepted by the Company as grounds for cancellation by the Hirer. If however the change is one of the following, the Company will, upon the instructions of the Hirer, attempt to alter the booking with any refund or extra charge being accepted by the Hirer, or refund the hire charge already paid (and thereupon its liability to the Hirer will cease) :
 - Change of Boat to one that is of a lesser standard than originally booked
 - Change of region in the country booked
 - Cancellation of the holiday by the Company or the Operator
4. **APTITUDE** – The Hirer must be over 18 and is responsible for the Boat and its equipment during the period of hire. The Operator reserves the right to refuse to hand over a boat to any Hirer, who in the opinion of the Operator is not suitable to take charge. In such a case the Company will refund the total hire charge paid and its liability to the Hirer will thereupon cease. The Operator reserves the right to repossess a boat from a Hirer who in the opinion of the Operator is not suitable to continue the cruise. The Hirer must inform the Company of any medical condition which may affect their ability to either cruise or live on board a boat for the duration of their holiday.
5. **INSURANCE** – The Company is responsible for the insurance of the boat, but whilst on holiday on the boat the Hirer is responsible for its gear and equipment. A security deposit and in many instances a cleaning deposit both as indicated on your hire Invoice is payable on arrival at the base. (see condition n°13). The Hirer is responsible for any damage to the boat its gear and equipment up to this amount.
6. **FORCE MAJEURE** – The Company accepts no liability or responsibility if the Hirers holiday is cancelled or altered due to Force Majeure.
7. **CANCELLATION** – In the event of cancellation, the Hirer must notify the Company by telephone and on the same day send a letter by first class mail, fax or e-mail to the French address confirming the cancellation. The date of the cancellation is effective from the date we receive written notice. The costs retained by the Company are as follows :
 - Cancellation more than 70 days before departure date, €75 to cover administration costs.
 - Cancellation 56 to 70 days before departure date, 30% of the total hire cost.
 - Cancellation less than 56 days before the departure date, 100% of the total hire cost.
8. **BOAT DESCRIPTIONS** – Boat layout plans, specifications and illustrations in the brochure are for general guidance. Some boats within classes may have variations. The Company accepts no Liability for any minor errors in the boat layouts and descriptions.
9. **NAVIGATION** – The Hirer must conform to the laws governing inland waterways navigation as well as to the instruction given by the Operator and by the navigation authorities. If advised of an infringement of this condition the Operator may repossess the boat and the Hirer will be responsible for all expenses incurred even in excess of the security deposit. All navigation at night, racing, or towing of other vessels, or subletting or loan of the boat, is strictly forbidden. The Company accepts no responsibility and will make no refunds for any interruption to the Hirers' cruises due to repairs, flooding, drought, strike or any cause beyond the Company's control. The Company or the Operator reserves the right to recall the boat or restrict cruising areas if unusual or hazardous conditions prevail. No minor can control the boat without the supervision of an adult
10. **HIRE PERIODS AND ROUTES** – Unless otherwise agreed bookings are for one week at the date, time and place of embarkation stated on the Hire invoice. The boat is supplied as described in the brochure and in accordance with the details indicated on the Hire Invoice and Confirmation of Hire notwithstanding condition 8 herein. Late return of the boat will be charged at 100€ an hour or part thereof. In the event of a previous client returning the boat in a state unfit for navigation, the Operator will reimburse the Hirer on a pro rata basis for any navigation time lost in excess of 7 hours. The Company reserves the right should it be necessary for operational reasons to alter the place of embarkation and/or disembarkation, to change a one way cruise into a return cruise or vice versa and such changes will not be considered as grounds of cancellation. The Operator will refund a one way cruise supplement if the cruise is converted to a return cruise. For one way cruises the boat must be returned to the base advised by the Company. The confirmation of the departure base and return base for the one way cruises will be confirmed by the Company 14 days prior to departure. Car transfers of the clients vehicles are undertaken under the Hirers own Insurances. The Hirer must ensure that adequate insurance is in place to cover the Operators and that the vehicle is in a fit and safe state to be moved.
11. **ACCIDENT** – The Boat must be returned to the Operator in the same state that it was handed over to the Hirer. The Hirer must inform the Operator of any loss, damage, breakage or theft. In the event of an accident, damage to the boat, to other boats or to the waterways, the Hirer must a) obtain the name of all the boats involved, the names of the people involved and the names of any witnesses; b) inform the Operator of all details of the damage as soon as possible. No repairs are to be undertaken without the prior agreement of the Operator. The Hirer is responsible for any fines issued by the authorities for loss of water or damage to the waterways. Neither the Operator nor the Company accepts any liability for lost time or damage or expenses incurred by the Hirer as a result of any accident.
12. **BREAKDOWNS** – The Company will not accept liability for loss or damage or expenses resulting from any defect or breakdown unless it is proved to be caused by the Operators failure to adequately maintain the boat in a fit condition for navigation. The Hirer must inform the Operator immediately of any breakdown, failure of the engine or equipment for which the Hirer is responsible so that remedial action can be taken as necessary. The Hirer has no right of recourse against the Operator or the Company if this condition is not complied with, or if the breakdown is caused by the Hirer's negligence or in ignorance of the instructions given. If a boat is immobilized for more than 36 hours a replacement will be offered. If this is not possible the company will refund the outstanding time pro rata to the hire cost.
13. **DEPOSITS** – A security deposit and at many of the bases, a Cleaning Deposit (see page 3 of this insert for details) will be asked for on the day of departure in cash, cheque, eurocheque or credit card (according to the base). This will be returned to the Hirer after deduction for the cost of fuel used, and any other costs incurred, on condition that the boat and its equipment are returned at the prearranged time and place, undamaged and in a good overall state of cleanliness. The Hirer will not be responsible for any damage, loss or injury which exceeds the amount of the security deposit unless it was caused by a deliberate or negligent act or default of the Hirer or crew or failure to comply with these Conditions of Hire.
14. **VISA/PASSPORT** – The Hirer is totally responsible for complying with any necessary passport and/or visa requirements. Failure to do so will not be accepted as cause for cancellation and no refund will be given by The Company.
15. **COMPLAINTS** – If the Hirer has a complaint, whilst on holiday he must inform the Operator immediately in accordance with condition 12 above, if the Operator is unable to assist the Hirer must contact The Company. If the Hirer wants to make a claim against The Company once the holiday has been completed this must be done so in writing within 28 days of the end of the holiday with The Company. The contract between the Hirer and the Company is made on the terms of these Conditions of Hire which are governed by European Law and both parties shall submit to the jurisdiction of European Courts at all times.
16. **DATA PROTECTION** – Your acceptance of these conditions is your agreement for us to hold and use both personal data and sensitive personal data in pursuance of your holiday. This data will only be passed to those who require it in order for us to book your holiday. If you do not want us to hold or use this information please notify us in writing.
17. **CREDIT CARDS** – The only credit cards accepted by the company are Visa and Mastercard. All payments made via this method will be charged in EUROS. Some Credit Card companies make charges for foreign transactions and this may lead to discrepancies for which the Company accepts no liability.