

→ TERMS AND CONDITIONS OF HIRE, applicable from the 1st of September 2021

1 - RENTAL - RESERVATION

The contract has a validity of ten days from the date of issue.

- A booking will be deemed 'firm' when Nicols or one of its affiliates confirms the reservation to the hirer on receipt of the booking form and the agreed deposit.
- **PAYMENT OF BALANCE** of the rental amount indicated on the deposit receipt will become due 6 weeks before the holiday start date, without reminder on the part of the rental operator.
- **DOCUMENTS** : On receipt of the holiday balance, the rental operator will send the hirer the necessary documents for use of the boat.
- For all bookings made less than 42 days (6 weeks) before the start date the holiday cost must be paid in full on booking. All bank charges will be payable by the hirer.

In application of the article L 221-28 of the Code of the Consumer, the hirer having reserved by telephone or via internet with NICOLS does not benefit from the law of retraction noted in the article L 221-18 of the same code.

2 - YOUR RESPONSIBILITIES

- The person responsible for hiring must be over 18 years of age (or over 21 years of age for cruises in Hungary unless the captain is a boat licence holder); he is responsible for the boat and all persons sailing with him. Navigating the boat is only possible for people over 16, in the presence and under the responsibility of the adult designated on the «Carte de Plaisance» (« pleasure craft card») as person having received the initial instruction.
- The driver of the boat must at all times be supervised by at least one person over the age of 16 years old.
- The rental operator reserves the right to decline to hand over a boat to the chief crew member if he does not seem able to take up this responsibility, notwithstanding references, certificates or other showed titles. ; or where the driver of the boat is not supervised by at least one person over the age of 16 years old. In this case, the rental operator can cancel the contract, without having to refund any previously paid amount.
- The hirer becomes responsible for the boat on completion of the handover from the base team and after receipt of the administrative documents and reading of the instructions of navigation.
- The hirer is obliged to respect the rules of river navigation as laid down by the waterways authorities and by the rental operator.
- Night navigation, towing, lending and subrental of the boat are forbidden.

3 - SECURITY DEPOSIT

The deposit amount varies depending on the boat hired. It is taken when collecting the boat the start base (cash, cheque or credit card) and covers:

- A cleaning deposit in case the boat is not returned in the same condition as when it was picked up and it needs to be cleaned for the next hirer. This deposit is 150€ for boats under 10 m, 200€ for boats of 10 to 13 m length and 250€ for boats of over 13 m length. For cruises in Germany and Hungary there is no cleaning deposit, however Nicols may charge for cleaning at the end of the holiday as per the price list. Please ask for details.
- A boat deposit of 1000€ for boats under 10 m, 1500 € for boats of 10 to 13 m length and 2000 € for boats of over 13 m length, which covers:
 - any loss, deterioration or damage to the boat and/or its equipment or costs incurred if the boat is grounded and needs freeing, that is the fault of the hirer or their passengers.
 - the cost of replacing any missing (lost or stolen) or damaged items from the boat inventory supplied on collection of the boat. (see §5)
 - any delays in the return of the boat (see §15) or costs incurred due to abandonment of the boat (see §14).
 - the cost of the fuel and other consumables (see §6).

The hirer accepts that the renter can collect, via the provided bank account using the bank conducted preauthorization or cashing of the cheque in respect of the deposit, the above-mentioned amounts.

4 - INSURANCE

- The insurance of the hire cruiser includes accidental damage to the boat, and to third parties caused by the boat.
- This insurance does not include : Personal accident/injury to the persons on board, personal belongings, the hirers own civil responsibilities, loss of, or deterioration of material or equipment, or misuse of the boat by the hirer, or any accident or damage involving hired bicycles.
- The hirer remains his own insurer up to the amount of security deposit : he is free to subscribe insurance with a company of his choice or through the boat owners insurance company one or several policies to cover such risks as :
 - The amount due to the hire company in case of cancellation (except the administration fee)
 - The repayment of half of the security deposit of the boat
 - Interruption of cruise
 - Corporal accidents to the Hirer or crewmembers
- In every case, the insurance will not cover the civil responsibility of the hirer, or any damage or loss or other expense resulting from driving the boat when drunk, or under the influence of drugs, or by a failure to observe the rules stated in the Code de Navigation Fluviale.

5 - EQUIPMENT

- The hirer undertakes to report any damage, theft or deterioration of equipment and may be required to replace them.

6 - CONSUMABLES

- Extra costs for the hirer are diesel, oil, gas for cooking, and all necessary consumable for the use of the boat during your stay. The prices may vary depending on the varying petrol prices. The prices are listed in the base offices. Extra costs for staying in ports are paid by the hirer, and may vary.

7 - BIKE

- The bicycles for rental are under the responsibility of the boat hirer. In case of theft, the hirer is requested to make an official statement to the local police authorities and to present the original documents given by the police to the rental base. The hirer and other members of his/ her party, remains responsible for any damage caused to the bicycles.

8 - CANCELLATION

By the hirer:

- If the hirer is forced to cancel his reservation, the boat owner must be advised in writing. The costs withheld are the following:
 - over 12 weeks before departure : 15 % of the rental charge (with a minimum of 150 €),
 - between 6 and 12 weeks before departure : 40 % of the rental charge (with a minimum of

150 €)

- less than 6 weeks before departure : 100 % of the rental charge

By the rental operator :

- In the case of unforeseen circumstances beyond of the control of the rental operator the hired boat is not available, all possible will be done to supply the hirer with a boat of equivalent comfort and capacity.
- If this is not possible within the contractual period, the rental operator will refund the rental charge, to the exclusion of all other costs, damages or interests.

9 - MODIFICATION

- Change of dates, type of boat or region requested by the Hirer, and after acceptance by the boat rental Company, will entail full payment of cancellation charges specified under paragraph 8 in order to cover financial prejudice on the original booking.

10 - ONE-WAY

- The direction of one-way trips and thus the departure base in the same region may have to be altered. Exceptionally, a one-way cruise may have to be converted into a return cruise due to unforeseen circumstances. In this case, only the return trip extra charges will be refunded.
- It is required to call 48 hrs before the date of departure for confirmation of the one-way and the direction of navigation.
- These alterations will in no circumstances be considered grounds for cancellation or damages.

11 - INTERRUPTIONS OR RESTRICTIONS TO NAVIGATION

- Only places of departure and return are contractual (except exceptions in the §10), the course is not guaranteed.
- The rental operator cannot be held responsible for interruptions or restrictions to navigation due to reasons beyond his control (works, flooding, drought, strike, administrative directives, lock closures due to holidays, etc.) and will therefore not grant any refund.
- In situations where these events prevent the cruise, the rental company can either change the location and dates of the cruise with an equivalent or larger boat; or the paid sums can be given as a credit for a cruise at a later date, to be agreed by both parties. If this cannot be agreed then the paid sums will be kept by the rental company.
- If the events occur during the cruise, thus causing a total halt to navigation and the loss of one or several days, the paid sums can be given as a credit for a cruise at a later date. This cruise must be from the same base and during the same season. If this cannot be agreed then the paid sums will be kept by the rental company.

12 - BREAKDOWNS

Each base offers a free breakdown service which will attend to you as quickly as possible, by phoning the base during normal working hours available by phone. This service becomes payable in case of personal fault of the hirer

Breakdowns not attributable to the hirer :

- Time lost to the hirer due to a breakdown not attributable to him , taking place during the cruise, will be refunded on a rate pro-rata to the time lost, subject to a subtraction of 24 hrs.

Breakdowns attributable to the hirer :

- If it is observed that the breakdown is attributable to the hirer, he has no right to any compensation for time lost on his boat

The rental operator reserves the right to withhold sums paid as a deposit to cover the costs of repair to the boat

13 - DAMAGE - ACCIDENTS

- The hirer must not repair or attempt to repair damage and/or breakdowns without the agreement of the rental operator.
- The hirer is required to complete the accident report form and to be it completed and countersigned by the third party.
- Any damage not attributable to the boat owner cannot be the subject of compensation in the hirer's favour in the case where his cruise is interrupted.

14 - MEDIATION PROCESS

- In the event of a dispute, after having contacted our customer service and in the absence of a satisfactory response within 60 days, the Customer can contact the Mediator: CM2C, whose contact details and referral procedures are available at: <https://cm2c.net/comment-nous-saisir.php>.

15 - BOAT'S DESERTION

- In case of boat's desertion, except for sudden and lengthy impracticability of the water-way, the rental company will invoice the hirer the cost of the boat's transfer to the base of return, according to a daily fixed price of 100€, plus fuel and cleaning costs.

16 - RETURNING THE BOAT

- The boat must be returned to its base at the time and date agreed except in case of Force Majeure: The person responsible should plan a great enough margin for the return time to be respected.
- The boat is to be returned to the rental operator in the same condition as when it was collected, in respect to the inventory check-list.
- If the cleaning package has been ordered we still require you to: dispose of the rubbish, wash and store the dishes, strip the beds of bed linen.
- The hirer will be responsible for all expenses caused by late return due to his fault : each delayed (and started) day will lead to a charge equivalent to the daily rental price, plus the costs that the rental operator will have to pay to the next hirer.

17 - DISPUTES - APPLICABLE BY LAW

- The rental contract is subject to French law.
- Boat rental alone will not be classed as a package holiday ; therefore, NICOLS® is not subject to the conditions of the 'EUROPEAN Directive (EU) 2015/2302' dated the 25th November 2015.
- The legal ties linking NICOLS® and its associates are solely those resulting from the conditions laid down in the contract of hire itself. In any case, NICOLS® cannot intervene in the terms and conditions of this of the execution of this contract of hire, each associate being independent.

18 - PROTECTION OF PERSONAL DATA

In accordance with the European regulation 2016/679 (RGPD), the privacy policy of NICOLS® is accessible on the website at www.nicols.com and can also be provided on request.