# SAÔNE Bateaux

Gigny-sur-Saône, France Bourgogne

Quai de la Colonne F-71240 Gigny-sur-Saône 0033 - (0)3 85 44 76 84 Hausbootvermietung Location de bateaux Boat rental



www.saone-bateaux.com info@saone-bateaux.com

### **General conditions of hire**

## Ability of the skipper

the skipper must be at least 18 years old and he is answerable for the material that has been made available to him. He must be qualified to pilot a boat. His skills will be checked during the instruction. We reserve the right to cancel the contract for lack of those skills. In this case, we will refund the hire expenses and keep a sum of  $100 \in$  for our expenses. No compensation shall be given to the renter.

## **Booking and payment**

The booking becomes effective the day the boat keeper receives the booking form (or at least a booking in writing) together with an instalment amounting to 30% of the hire price. The balance shall be paid 4 weeks before departure on receipt of the invoice. The whole payment shall be made if the registration takes place within 30 days before departure.

# **Embarking - disembarking**

The boat is made available to the renter once the usual formalities are completed (payment of the deposit and payment of eventual extra costs) and the instruction is carried out. The boat shall be returned to the boat keeper to the place, at the time and the hour that have been set in the contract. The renter is liable for any cost incurred by a delay. The boat keeper may change the departure' or the arrival' place in the event of an act of god (flooding, damage to the waterway, accident in a lock, drought...). In this case no claim for compensation shall be made by the renter.

## Use of the boat and liability

The renter swears not to receive on board more than the authorized number of persons. He must comply to the instructions given by the river authorities and the boat keeper. He is the very person liable in the event of a trial, lawsuits, fines and seizure of the boat owing to non compliance, even unintentionally of the navigating instructions.

It is forbidden to navigate by night, to tow the boat and to subcontract the boat. The renter must make good use of the material that is hired. The renter shall clean the boat during the hire period.

## **Deposit (franchise policy)**

A deposit (franchise policy and cleaning) amounting to 1500 € to 2000 € according to the category of the boat shall be left before embarking either in cash or by cheque or with a credit card. This amount of money is given back at the end of the cruise if the boat and its equipment are brought back to the arranged place at the right time in a perfect state of use with no damage. This deposit shall disallow claims under a stated minimum in the event of an accident.

#### **Insurance**

The insurance of the boat, its equipment and the liability of the renter towards other persons are included in the hire price. Notice: The renter's belongings together with the bikes and other items that are hired with an extra cost are not covered by the insurance. The renter is liable for all damages when wrongdoing. The renter has the ability to sign an insurance contract that cancels the provisions of the insurance company.

#### **Hindrance of navigation**

The boat keeper shall not be made answerable for any hindrance of navigation due to an act of god (repair works on the waterways, flooding, droughts or accidents in a lock) unless he knew it before departure. In this case, no claim for compensation shall be made to the renter.

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# Cancellation of the cruise on the part of the renter

In the event the renter is forced to cancel his cruise, he must notify it to the boat keeper without delay with a registered letter. Some fees will be charged to the renter.

The amounts depends on the time the cancellation has occurred:  $80 \in \text{are charged}$  if the cancellations occurred 8 weeks before departure, 30% of the hire price are charged if the cancellation occurred between 8 and 4 weeks before departure and the totality of the hire price will be charge if the cancellation takes place less than 4 weeks before departure. Repayment of the sums that have been paid with a deduction of  $150 \in \text{in}$  the event the boat has been hired once again. Discounts (last minute-prices) have to be refunds by the renter.

## **Cancellation of the cruise on the part of the boat keeper**

The boat keeper shall repay the totality of the sums that have been paid by the renter when booking in the event he is not able to make available a similar boat at the right time if an accident has damaged the boat during the earlier hire period.

#### **Breakdowns**

A breakdown service is made available to the renter with a single telephone call. The boat keeper shall not be made liable for any failures resulting from the renter's negligence (collision, inappropriate use of the boat, stranding). No claim for compensation shall be made to the boat keeper for any standstill that lasts less than 24 hours.

### **Damages and breakdowns**

The renter shall immediately notify the boat keeper by phone in the event an accident occurred and he undertakes no initiative (accident report, repair works ...) without clear instructions of the boat keeper.

#### Pet

Pets may be taken on board and remain under the renter's liability. There is an extra charge of 40.00 Euro for pets.