

# GENERAL HIRING CONDITIONS FOR 2012

## 1. APTITUDE

The driver on board must be over 18 years old, and responsible for the equipment provided, his crew and all people on board.

The crew must be composed of minimum two persons over 18 years old. The driver commits himself only to embark the authorized number of persons. Maine Anjou Rivières reserves the right of refusing the undertaken of a boat to either driver, who wouldn't be considered as able to be responsible for it (drunkenness, illness...). A cruising holiday can be replaced by a holiday on board but staying alongside the quay.

## 2. INSCRIPTION – RESERVATION- PAYMENT

The reservation will be effective when Maine Anjou Rivières or an authorized agent will have received the booking form with an account of 40% of the hiring amount. The balance is due one month prior to departure. Payment by instalment can be arranged on request.

## 3. DEPOSIT

A deposit will have to be deposited with credit card (American Express – Visa – Mastercard – Eurocard) in cash to the Company on departure day, before going on board. This sum will be refunded at the end of the cruise provided that the boat and its equipment are returned clean, undamaged and at the agreed time and place. This deposit also represents the insurance premium to be paid in case of accident, whatever the cause of the responsibility with regard to the unordered. It is possible to buy the deposit (= accidental damage waiver)

## 4. CANCELLATION OF THE CONTRACT

### By you and/or your passengers

The cancellation plan is valid up to the departure day. By paying 4% of the total boat rental cost, the cancellation plan up to full repayment of the money paid in case of death, serious illness or severe accident not existing prior to the confirmation of the reservation. In that case the administrative charges will be of 150€ + the entire amount of the cancellation plan.

In case of the relinquishing of rent not covered by the cancellation plan, send immediately a written notification to M.A.R. per registered letter with acknowledgement of receipt. Kept back administration cost amount will be as following: more than 8 weeks before the departure day, 150€ administration costs+ amount of the cancellation plan if subscribed; between 4 and 8 weeks before the departure day: 30% of the rent amount + cancellation plan when subscribed (with minimum of 150€); less than 4 weeks before departure: 100% of the hiring + cancellation plan if subscribed. All cancellation of a day in Anjou cost 70€, whatever the cancellation date.

## 5. CANCELLATION OF THE CONTRACT

### By the renter

In case or following a damage which happened during the last hiring-hiring out or unforeseeable circumstances and beyond its control, Maine Anjou Rivières "hiring out" couldn't let enter into possession of the boat designed on verso on the appointed date, this one will have to place a boat at the driver's disposal, whether a boat with similar or superior characteristics and the same number of beds, whether to refund the already paid account(s). In case of a late placing (3 days), this refund will be done proportionally of the number of days corresponding to the lack of possession. None indemnity will be paid in those two cases.

## 6. INSURANCES

Insurances concerning the boat are included in the cruising price, so that the civil liability of the driver towards a third party for damages due to the boat. The deposit amount represents the insurance premium.

Hirers and personal belongings are not insured.

## 7. ACCIDENT

The driver must report any accident immediately by telephone to Maine Anjou Rivières, who will give the instructions to be followed. The driver won't take the initiative in repairing if there is no emergency. The driver must never admit liability in any accident involving a third party, nor let the boat repaired without the agreement of Maine Anjou Rivières. The driver, cause or victim of the accident, won't have to ask for indemnity in case of a compromising of its cruising.

## 8. EMBARKATION

The boat will be placed at the driver's disposal once all the necessities formalities, the inventory on board, and the theory part and taking of the boat in hand will have been done. In case of industrial strike of flood or flood, the embarkation can take place from another base. Furthermore, Maine Anjou Rivières reserves the right in case of major force of changing the base of departure, the direction of the cruising or impose an out and back cruise instead of a one-way cruise or of reporting the cruise, without entraining a cancellation of the cruise nor supplementary fees for the driver.

## 9. DISEMBARKATION

The boat and its equipment must be returned to the base at the agreed day and time précised on the departure, into both good states of maintenance and cleanness. The driver will have to foresee a sufficient security margin insuring him the appointed coming back hour even in case of emergency or damage. Maine Anjou Rivières reserves the right to be reimbursed by the driver all the fees resulting from a late coming back or the abandonment of a boat during the cruise. Maine Anjou Rivières is not responsible if for a reason beyond its control, the driver cannot go on one of the rivers of the Maine's basin (Mayenne, Sarthe, Oudon and Maine).

## 10. NAVIGATION

The driver must conform to the rules of river navigation, as well as to the instructions given by the French fluvial authorities and Maine Anjou Rivières and respect river navigation regulation. The driver shall restrict his cruising to those waters permitted by Maine Anjou Rivières. He shall not sail after nightfall, nor shall he engage in towing, sub-hiring or lending the boat. None claim can be made to Maine Anjou Rivières in case of accident through negligence or non respect of the given instructions. The driver shall not permit be on board a greater number of persons than the authorised maximum.

## 11. NON NAVIGABILITY OF THE WATERWAY – NAVIGATION LIMITATION

The "industrial strike" observed on the fluvial waterways in France is aimed to maintenance works. Maine Anjou Rivières can't be responsible for a breaking or a restriction of the cruise due to a waterways closing for technical or administrative reasons, strikes, whether due to flood or drought or other inclemency, or other circumstances beyond its control. In that case, Maine Anjou Rivières may alter the time and place of commencement or return of the cruise, on an equivalent boat or upper one. If these same events should render the execution of the cruise impossible, the sums paid may be used as credit for a future cruise. The hire firm is not bound to provide a refund even in case of temporary break of cruise.

## 12. BOATS EQUIPMENT

The driver undertakes to signal Maine Anjou Rivières each lost, broken, or damaged equipment and can be asked to reimbursed it; Maine Anjou Rivières is not responsible for loss, stealing or caused damages in any cases on objects of the driver, on board of the boat, or in all places depending on Maine Anjou Rivières.

## 13. PETS

Pets with a collar against fleas are welcome on board. However, the driver will have in none case to use the material on board (beds, crockery) for an animal and will also have to bring on board all accessories necessary for the living on its animal(s) on board. A fixed price of 26€ will have to be paid directly at the base on your departure day to cover the extra cleaning costs systematically caused by the presence of an animal on the boat.

## 14. BREAKDOWNS

In the event of breakdown, Maine Anjou Rivières undertakes to provide speedy and professional assistance. This service, which is free unless breakdown is caused by the driver, is provided hours seven days a week.

- Breakdowns not attributable to the driver :

If the loss of cruising time resulting from the breakdown exceeds 24 hours, Maine Anjou Rivières will refund the driver or the hirer the sums paid by him pro-rata of the unexpired hire time, and shall not be liable for any further reimbursement or compensation. The duration of the breakdown times is calculated from the time when the driver first contacts Maine Anjou Rivières to advise the breakdown. The driver shall refrain from any action of his own not dictated by necessity or urgency.

- Breakdowns attributable to the driver :

If it is duly ascertained that the breakdown or immobilisation of the boat is attributable to the driver, the latter has no right whatsoever to any indemnity for deprivation of enjoyment of the hire. Maine Anjou Rivières may retain an amount from the damage deposit equal to the cost of repairs.

## 15. ONE-WAY CRUISING FROM ONE BASE TO ANOTHER BASE

Maine Anjou Rivières reserves the right to cancel a "one-way" cruise and will replace it with an "out and home" journey, without leading to a cancelling of the cruise. Only supplementary fees will be refunded. It is indispensable to call Maine-Anjou-Rivières 48 hours before your departure for confirmation.

## 16. IN CASE OF LITIGATION / LAW APPLICABLE

Maine Anjou Rivières being a French company, relations between the parties will be subject to French law. The commercial court of Angers is the one competent (France).

Any claim in conjunction with the cruise will have to be communicated to Maine Anjou Rivières no later than 30 days after the end of the cruise has taken place.

The following hiring conditions are according to the waterways tourism charter binding professionals and consummators organisations.