

Conditions of Hire 2005

For the purposes of this agreement, the «Company» is Crown Blue Line, the «Hirer» is the person who signs the Booking Form and/or any member of his party and the «Boat» is the boat which has been reserved by the Hirer or that which has been allocated to him by the Company.

1 - BOOKING

A boat is not booked and no contract shall exist until

a) the completed and signed Booking Form together with the appropriate deposit have been received by the Company, and

b) a confirmation has been issued by the Company.

Note: a Provisional Reservation can be held for 8 days before being automatically cancelled unless we have received your booking form and deposit.

2 - BALANCE OF HIRE CHARGE

The balance of hire charge must be paid 6 weeks before departure to the Company or its appointed agent. No reminder is issued. If payment is not received by this time, the Company reserves the right to cancel the booking without refund of the deposit.

Booking payments through Agents are held by the agent on behalf of the Hirer until a booking confirmation is received from the Company. Thereafter, payments held by the agents are on behalf of the Company. The Company is not able to accept responsibility for payments made to agents but not actually received by the Company.

3 - MINORS

No booking will be accepted from Hirers under 18 years of age.

4 - CANCELLATION AND MODIFICATION CONDITIONS

To cancel a reservation, the Hirer should notify the Company in writing.

Conditions : check the table at the bottom of the page.

5 - CANCELLATION PLAN

If the Hirer has subscribed to the Cancellation Plan (4% of the booking price, see Payment of Deposit), the following conditions will apply:

○ If the cancellation is received by the Company more than 6 weeks before departure, all hire fees paid will be refunded and the Hirer will not be liable for the payment of any further balance outstanding.

○ If the cancellation is received less than 6 weeks before departure and the cancellation is justified by one of the following reasons, the Hirer will be liable for 90 € and the balance will be refunded:

- injury, illness, death, jury services, loss of a job or pregnancy of any member of the party listed on the booking form at the time of booking and providing the incident has occurred less than 6 weeks before the departure.

- injury, illness or death of any near relative (father, mother, sister, brother, child) of any person listed on the booking form at the time of booking. Such incident occurring less than 6 weeks before departure.

- strikes, riots or civil commotion, preventing the Hirer from:

a) taking possession of the boat ;

b) completing a cruise in which case a proportionate amount for the period curtailed will be refunded.

The cancellation premium of 4% is not refundable.

The plan is only valid if the Hirer cancels his holiday before the date of departure.

6 - HIRE 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 Hirer's Booking Confirmation. The Boat can normally be taken over at 4.00 pm and must normally be returned before 9.00 am.

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 the direction of a one-way cruise to an out-and-return cruise or vice-versa, and such minor changes will not give the Hirer the right to cancel the booking nor to have any money back.

It is essential therefore that the Hirer contacts the Company or the departure base 48 hours before the start of the cruise for confirmation of the route.

7 - AVAILABILITY OF THE BOAT

If due to circumstances beyond its control, the Company is unable to provide the Hirer with a boat of the type booked or a boat of similar capacity and standard, or another alternative acceptable to the Hirer, the Company will refund hire charges paid but the Hirer will have no further claim on the Company.

8 - SECURITY DEPOSIT

A security deposit of 800 € will be deposited with the Company upon embarkation. All or part of this sum may be retained by the Company if the boat is returned unduly dirty or has been damaged or any of its equipment lost, stolen or damaged, or if any damage has been caused to third parties as a result of which the responsibility of the Company as owner of the boat is engaged.

Please check page 2.

9 - DAMAGE WAIVER

If the Hirer has opted for the damage waiver scheme, he will be fully covered for any loss or accidental damage to the boat or third party.

The scheme does not apply in the case of negligence, loss or damage of bicycles and external equipment such as table, chairs and parasols.

Consumables will be charged to the Hirer at the end of the cruise and he will be required to leave a deposit prior to departure for such consumables.

Please check page 2.

10 - INSURANCE

The Company is responsible for the insurance of the boat and its equipment and the insurance of the Hirer's third party liability as Hirer of the boat.

The Company's insurance does not cover the Hirer's personal belongings and the Company accepts no responsibility in the event of loss or damage to the Hirer's personal belongings, either on the boat or on the Company's premises, unless such an incident is a result of the Company's negligence or that of its agents or staff.

11 - UNSUITABLE HIRERS

The Company reserves the right to refuse to hand over a boat to any Hirer who, in the opinion of the Company is not suitable to take charge. In such case, the Company will refund all hire charges and its liability to the Hirer will thereupon cease.

The Company reserves the right to repossess a boat from the Hirer who in the opinion of the Company is not suitable to continue his cruise.

12 - BOAT DESCRIPTIONS

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

13 - NAVIGATION LIMITS

Boats must cruise within the limits indicated in the documentation supplied to the Hirer 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 Hirer 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.

14 - ACCIDENTS AND LOSS OF EQUIPMENT

The Hirer undertakes to report immediately any accident of any nature in which he or his boat is involved. In such event, he will fill in the Accident Form provided on board and ask other parties involved to complete the same form. The Hirer will not ask for any repairs to be carried out on his boat without the agreement of the Company. The Hirer undertakes to report any other damage to his boat and any equipment lost, stolen or broken on returning his boat.

15 - TECHNICAL ASSISTANCE

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. The Hirer must report any breakdown immediately to the base so that steps can be taken to make repairs.

The Hirer shall have no claim against the Company as a result of any grounding or breakdown or failure of the boat's engine or equipment and when such breakdown or failure is due to the negligence of the Hirer, the Company will have the right to recover from the Hirer the expenses incurred in rectifying the matter.

The Company can not be held responsible for any technical faults not noted during the cruise.

16 - 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 Hirer any expenses, which it incurs as a result of late return or non return of the Boat at the agreed time and place. This to include the abandonment fee of 500 € for any Boat not returned to the stated place of disembarkation. The boat must be returned in a clean and tidy condition.

The Company reserves the right to charge a fee should extra cleaning be necessary (between 50 and 100 €, between 50 € and 65 € in Ireland).

The Company hold the right to refuse any compensation demands after two months from the finishing date of the cruise.

17 - 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.

18 - LAW APPLICABLE

The law applicable to this contract is the French law.

CANCELLATION AND MODIFICATION FEES (Clause 4)

CANCELLATION OR MODIFICATION	MORE THAN 90 DAYS before departure	FROM 90 TO 43 DAYS before departure	LESS THAN 42 DAYS before departure
Cancellation of cruise	35% of the total hire charge	35% of the total hire charge	100% of the total hire charge
Modification of dates (earlier departure)	50 €	50 €	50 €
Modification of dates (later departure)	50 €	25% of the total hire charge	100% of the total hire charge
Modification of boat (for a bigger boat)	Price difference to pay	Price difference to pay	Price difference to pay
Modification of boat (for a smaller boat)	50 €	50% of the price difference	100% of the price difference
One-way cruise modification/cancellation	No charge	50 €	100% one-way cruise supplement
Modification of the region of cruising	No charge	50 €	50 €
Decreasing the number of days of cruising	50 €	50% of the price difference	100% of the price difference

LOCKS

During the cruising season, you might find that some locks closed on public holidays. We recommend that you ask our sales team about lock closures in your chosen cruising area when you book your holiday. Locks are closed in France on the following dates: 1 May, 14 July and 1 November.

Locks are closed on the Brenta Canal, Italy every Monday

There are no lock closures in Holland, Ireland, Scotland and England.