

## BOOKING CONDITIONS 2006

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. The prices quoted in the brochure are based on costs, exchange rates, taxes and levies as known at August 2005. Crown Blue Line reserves the right to revise prices in the event of any substantial changes.

### 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.

**c) 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

Hirers must be over the age of 18 years (21 in Ireland). The minimum number of people required to hire a boat is 2.

The number of passengers on board may not exceed the maximum amount of passengers the boat is licensed for.

### 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 - EMBARKATION/DISEMBARKATION AND CRUISING ROUTE

**Boat embarkation time is from 4pm on your start day and disembarkation must be by 9am on the return day.**

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.

Though the Company will refund any supplement paid for a one way cruise that has been turned into a out and back cruise.

### 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.

**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.**

### 8 - SECURITY DEPOSIT

Before departing the base on board your cruiser, you will be required to leave a Security Deposit (150 €).

This deposit is towards the cost of the following incidentals:

- Fuel Charges (See fuel charges)
- Cleaning Fee
- (See Return of the boat)

Grounding Fee

- Charged if you ground the boat and assistance was required

Bicycle damage or loss

### FUEL CHARGES

In France, Crown Blue Line charges the amount of hours the engine has been running.

At the start of your cruise you will be informed how the per hour charge will be and the current engine hours on your boat will be recorded.

In Ireland, Holland, Italy, Germany, England and Scotland, Crown Blue Line charges fuel by the litre.

At the start of your cruise the boat will be handed to you with a full tank of fuel and you will be informed by the staff member how much your fuel will cost per litre.

**Please check page 4.**

### 9 - DAMAGE WAIVER

**Option 1:**

**Refundable Damage Waiver**

- on arrival at the base, you leave a refundable damage waiver (1 500 €) which will only be exercised if the boat or any of its equipment / inventory is returned damaged or lost, as well as any accidental damage to any third parties.

This will not be the case if there is evidence of gross neglect, which is excluded from our cover under our waiver policy.

**Option 2:**

**Non-refundable damage waiver**

-This charge between 75 € and 155 € dependant on the type of boat and duration, can be paid on arrival or at the time of booking. With this option you will be fully covered if the boat or any of its equipment / inventory is returned damaged or lost, as well as any accidental damage to any third parties.

This will not be the case if there is evidence of gross neglect, which is excluded from our cover under our waiver policy. The policy does not cover any bicycles.

**Please check page 4.**

### 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.

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### 11 - INSUITABLES HIRERS

You must accept responsibility for the proper conduct of yourself and any members of your party. Crown Blue Line cannot be held responsible for under age consumption of alcohol.

We reserve the right in our absolute discretion to terminate without further notice the holiday arrangements of any client who refuses to comply with the instructions or orders of the company staff, agent or other responsible person whose behaviour in their opinion is likely to cause distress, damage or danger or annoyance to other customers, staff, any third party or to property. Upon such termination our responsibility for your holiday ceases and we shall not be liable for any extra costs incurred by you.

### 12 - FORCE MAJEURE

We regret we cannot accept responsibility for or pay any compensation where performance or prompt performance of our contact with you is prevented or affected by reason of circumstances amounting to 'Force Majeure'.

Such circumstances include: the destruction or damage of your boat through fire, flood, explosion, storm or weather damage; accidental damage; criminal damage or any other force outside of our control. These also include flooding, shortage of water, obstruction, repairs to any waterway, lock or navigational equipment, shortage of or non-availability of fuel, riots or civil strife, industrial action or nuclear disaster, fire, adverse weather conditions, port blockades, war or threat of war, and actual or threatened terrorist activity or similar.

### 13 - PETS

Dogs can be taken on Crown Blue Line holidays. We do make a charge for taking dogs and we ask you to bring a basket/blanket for the dog to sleep on. Animals are not allowed to lie on bedding or settees. Please do not leave dogs unattended on your boat. If the base feel extra cleaning is required on the return of your boat, you will be asked to pay.

### 14 - BOAT DESCRIPTIONS

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

### 15 - NAVIGATION LIMITS

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.

### 16 - 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.

### 17 - 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.

### 18 - 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.

### COMPLAINTS

If you have a complaint whilst you are on holiday, please inform the base manager or a Crown Blue Line office immediately so that remedial actions can be taken.

If you wish to make a claim against us then you must notify us in writing within 28 days of your return home by writing to our Customer Services department at our Port Solent address.

Disputes which cannot be amicably settled, may (if you so wish) be referred to the arbitration under a special scheme which, although devised by arrangement with the Association of British Travel Agents, is administered quite independently by the Chartered Institute of Arbitrators.

### 19 - 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.

### 20 - 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 cruising       | No charge                          | 50 €                                | 50 €                               |
| Decreasing the number of days cruising    | 50 €                               | 50 % of the price difference        | 100 % of the price difference      |