

# SUMMARY OF LE BOAT – EUROPEAN BOATING HOLIDAYS BOOKING CONDITIONS 2023

**You should also read the other travel information detailed in the current Le Boat brochure.**

Please read these booking conditions carefully; they are an important part of your contract for your holiday. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these terms and conditions, and agree to them.

## **Key points:**

You enter into a booking with us when we issue our confirmation invoice. If you then cancel, there will be cancellation charges. Initially this may only be a deposit, but can go up to 100%.

You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking.

We are responsible to you for providing your holiday but there are legal limits.

Adequate and valid travel insurance is strongly recommended for all our travellers. We recommend you take out insurance as soon as your booking is confirmed.

Please read the full terms below for more information and for other important rights and obligations.

## **1-Our details**

Your booking is with Sunsail (Australia) Pty Ltd (c/o RP Campbell Associates) trading as Le Boat registered under n° 86 061 758 218, at office Suite 201, 275 Alfred Street, North Sydney, NSW 2060 (hereinafter called “Le Boat”, “we”, “us”, the “Company” or “our”).

## **2-Your holiday booking**

**a.** As you are booking arrangements other than a package holiday, the arrangements will not be financially protected.

**b.** To make a booking you can contact us in several ways; directly over the telephone, by email or through an approved travel agent.

**c.** Hirers must be over the age of 18 years (21 years in Ireland). The minimum number of people required to hire a boat is 2 adults over the age of 18. For larger boats we recommend a minimum of 3-4 adults to handle the boat comfortably. At least three experienced/confident adults are compulsory on our Vision boats – or at least four less-experienced adults. What qualifies as a suitable level of experience shall be determined at the sole discretion of Le Boat. The number of passengers on board may not exceed the maximum amount of passengers the boat is licensed for.

**d.** A booking will exist as soon as we issue our confirmation invoice. This booking is made on the terms of these booking conditions. The person making the booking (the “lead name”) must be 18 years old or over and when you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. We may transfer your booking to another company in our group, but this will have no effect on your holiday arrangements

**e.** Whether you book alone or as a group, we will only deal with the lead name in all subsequent correspondence, including changes, amendments and cancellations. The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of confirmation Invoices.

**f.** When you receive the Confirmation invoice. If there is an obvious error on the Confirmation Invoice, we reserve the right to correct it as soon as we become aware of it, but will do this within 7 days of issuing the Confirmation Invoice or, if your departure is within 7 days, no later than 24 hours before you go. Travel documents will be sent or emailed to you (to the address given to us by the lead name at the time of booking) and will not be issued unless payment of the due balance has been received

**g.** For those holidays where an additional local payment is required this will be confirmed to you. A local payment is a portion of the holiday cost which must be paid directly to the local representative as instructed. If the price of your holiday includes a local payment this must be paid in the currency specified. Please note that your holiday price will not be considered to have been paid in full until the local payment has been made. Tourist taxes, resort fees or similar that are charged locally may be implemented or changed without prior warning. We do not accept responsibility for these costs, which must be paid by you and are not included within your holiday price.

**h.** Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people’s enjoyment of the trip. This should include, but not be limited to, any special dietary requirements (including, for example, allergies) and any reduced mobility affecting you or members of your booking. Please contact us by email to discuss any such requirements.

i. All prices shown in any brochure are 'from' prices and shown as a guide only we advertise. They are accurate at the date published, but we reserve the right to change any of those prices from time to time. Current and accurate pricing can be obtained from our website or from our sales teams In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it (including after a booking has been confirmed). Offers are not combinable unless expressly stated and may be withdrawn at any time. All quotations are provisional until confirmed in writing on your Booking Confirmation. Before you make a booking we will give you the up-to-date price of your chosen holiday including the cost of any supplements, upgrades or additional facilities which you have requested.

j. Extras not booked and paid for at the time of early booking will be charged at the higher prices at the base. Certain payments, as indicated in the pricing information, may be taken locally at the destination base in local currency.

k. The prices quoted in any brochure are based on costs, exchange rates, taxes and levies as known as at 31 July 2020.

### **3-Paying for Your Holiday and Insurance**

a. When you make your booking you must pay a deposit of 55% of the holiday cost. The balance of the price of your holiday must be paid a set date before your departure date. If you are booking within that time frame full payment must be made at the time of booking. If the deposit and/or balance is not paid in time, we shall cancel your booking. If the balance is not paid in time we shall retain your deposit and any other relevant charges.

b. Once a booking has been confirmed, offers and discounts cannot be applied retrospectively

c. If you book through an agent, all contact with you will be via them.

d. You may also be required to pay for any non-transferable and non-refundable items, such as collision damage waiver and any other applicable supplements due, at the time of balance .

e. We do not accept payments made by Diners or Electron or personal cheques. We accept payments by bank transfer.

f. Any payment made by credit card will be subject to a surcharge.

g. Adequate and valid travel insurance for your chosen itinerary is strongly recommended for all travellers. We recommend you take out insurance as soon as your booking is confirmed. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives and force majeure events. You are required to carry proof of insurance with you.

### **4. Le Boat Security Deposit & Collision Damage Waiver (CDW)**

All Customers are required to pay a Security Deposit on arrival at the base.

You will be liable for any costs if we determine that your boat and/or equipment is returned damaged, that there are direct costs associated with an incident during your cruise or that there is loss or damage caused to property belonging to a 3rd party or costs. In this event, you will be charged up to the full value of you Security deposit at the base at the end of your holiday.

If such damage or loss is caused as a result of your negligence or reckless conduct you will be liable for the full extent of the loss suffered. Please note that if loss or damage caused by your negligence or reckless conduct is in excess of the value of the Security Deposit, we reserve the right to pursue a claim against you for the full extent of our loss.

Acts that will be considered as gross negligence or reckless conduct will include, without limitation, cruising under the influence of alcohol and/or drugs, not having sufficient crew in charge of the vessel at all times, having a person less than 18 years of age driving the boat not being in control of the vessel by means within the control of the Skipper or 2nd-in-charge, non-respect of local navigation rules and navigation limits.

During the booking process you will be provided with the option of either purchasing Le Boat Collision Damage Waiver or paying a higher Security Deposit at the base as set out below. You will not be able to proceed with your booking unless you agree to one of the options and by asking us to confirm your booking you are agreeing to comply with the content of this section and make any required payment.

The Security Deposit will be taken as a pre-authorisation on your credit card, at our base, prior to embarkation. If you fail to provide a payment pre-authorisation, we reserve the right to cancel your booking without further liability and without any right to a refund and you will not be entitled to continue with the charter. A pre-authorisation means that instead of actually debiting funds from your card, we just put a temporary "hold" on the funds. We therefore recommend that you ensure you have sufficient funds in your account.

You will be asked to sign a form before embarkation confirming that you fully understand your obligations in the event of any loss or damage to the boat, ancillary equipment or third party property.

On return of the boat to the base following the charter period and following inspection of the boat by our base staff, in the event that we are satisfied that there is no apparent damage to the boat on its return from you, our base staff will cancel the payment pre-authorisation. Funds will become available in your account within 1-30 days of cancellation of a pre-authorisation depending on each individual banks process. Please note that any monies paid in respect of Collision Damage Waiver are a non-refundable sum to reduce your Security Deposit.

If we determine damage, loss or direct costs (as above) we reserve the right to charge up to the full value of your Security Deposit. We may use all or part of the value of the Security Deposit paid by you to repair any damage caused to the boat or its contents during the period of your arrangements, including without limitation the costs involved in lifting the boat for a full inspection to assess the damage to the boat.

In the event that the costs associated with losses or damages suffered by us as a result of any breach by you of these booking conditions is less than the value charged to you, we shall refund the balance of the value of the Security Deposit paid. This will be refunded as soon as reasonably possible after the damage has been repaired or the repair costs have been ascertained.

In the event of any disagreement over damage or loss, we shall retain the full value of the relevant Security Deposit paid by you until the matter is resolved.

#### IMPORTANT NOTES

i. The Security Deposit is a mandatory requirement and is a condition of your booking. The sum due is set out in the table below.

ii. We recommend that you purchase Le Boat Collision Damage Waiver (CDW) upfront to reduce the value of the Security Deposit payable at the base. CDW is an optional item and we reserve the right to change the daily rate at any time. If you take out CDW when you book our published rates at the time of booking will apply. You may elect to take CDW at any time up to departure but please bear in mind the daily rate can be change and you will be required to pay the prevailing rate as at the date you choose to take out the CDW. Our current rates are available will be made available to you upon booking.

	Full Security Deposit without CDW payable upon arrival at base		
Boat Category	UK	Rest of Europe	Canada
Budget	£1,865	€2,250	CA\$3,405
Comfort	£2,070	€2,500	CA \$3,785
Comfort Plus	£2,280	€2,750	CA\$4,160
Premier	£2,695	€3,250	CA\$4,920

	Lower Security Deposit with CDW payable upon arrival at base		
Boat Category	UK	Rest of Europe	Canada
Budget	£205	€250	CA \$380
Comfort	£290	€350	CA\$530
Comfort Plus	£415	€500	CA\$755
Premier	£620	€750	CA\$1,135

#### 5-If You Cancel Your Holiday

You may cancel your travel arrangements at any time. Written notification by email or sent by recorded delivery post from the lead name or your travel agent must be received at our office. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges expressed as a percentage of the total holiday cost.

#### Notes

- (i) Your deposit is non-refundable, even if the cancellation charge calculated is lower than the deposit amount paid;
- (ii) If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges; You will remain responsible for the full amount of your insurance premium and this will not be refunded in the event of your cancellation. Please note that certain costs may be refunded should you cancel the entire charter (e.g. Collision Damage Waiver) before cancellation charges are applied.

## 6-If You Change Your Booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date, destination or boat, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the lead name or your travel agent. The price of your holiday may increase or decrease to reflect the changes requested by you.

You will be asked to pay an administration charge of AU\$150 per booking amendment and any further cost we incur in making this alteration and any increase in the cost of your trip. Please check whether your holiday insurance will cover any changes or increased costs resulting from a change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing at least 14 days before departure provided that the new lead passenger accepts the transfer and these booking conditions. Both you and the new traveller are responsible for paying all costs we incur in making the transfer. Payment is made by you of an administrative charge of a minimum of AU\$150 per person plus payment of all costs charged or levied by those supplying your travel arrangements

## 7-If we cancel your booking

We reserve the right to cancel your booking. We will not cancel less than 11 weeks before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance or any reason beyond our control.

For the purposes of these terms and conditions “unavoidable and extraordinary circumstances” include but are not limited to: war (whether actual or threatened), civil unrest, riot, strife, terrorist activity and/or its consequences or the threat of such activity, health risks, infectious disease, epidemics and pandemics and government measures to combat such outbreaks, riot, the act of any government or other national or local authority or the act of any river authorities, unforeseeable technical problems with locks and/or river facilities & equipment or travel restrictions imposed by any government, regulatory authority or other third party; industrial dispute, sanctions, lock and/or waterway closure, natural or nuclear disaster, fire, flood, adverse weather conditions, volcanic eruption, chemical or biological disaster and all similar events outside our or the concerned supplier’s control.

If we are forced to cancel your charter after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

If your holiday is cancelled you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you, we will:

- a. provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
- b. pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (as defined in clause 7)

Period before departure in which we notify you	Amount per boat you will receive from us
More than 77 days	Nil
Between 77 and 43 days	AU\$50
Between 42 and 15 days	AU\$70
Less than 14 days	AU\$110

This table does not preclude you claiming more if you are legally entitled to do so.

## 8-If we change your booking

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you or your travel agent are notified about it at the earliest as possible. We strongly recommend that the travel arrangements you make to and from your specific start or end base are refundable or incur no penalties to change as we reserve the right to change your start and end base, sometimes at late notice. If you make such arrangements which you are then unable to use due to a change in your route we shall not be liable to you for the cost of those arrangements.

If we are forced by circumstances beyond our control (see clause 7) to alter significantly any of the main characteristics of the booking you will have the rights set out below. Whether a change is ‘major’ depends on the nature of the charter and may include: change of cruising area, change of departure date and change of boat to a lesser model.

I. We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

II. If you choose to accept a refund:

a. we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

b. we will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances (see clause 7), which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure in which we notify you	Amount per boat you will receive from us
More than 77days	Nil
Between 77 and 43 days	AU\$50
Between 42 and 15 days	AU\$70
Less than 14 days	AU\$110

### 8-Our Liability to You

Our obligations, and those of our suppliers providing any service or facility included in your charter, are to take reasonable skill and care to arrange for the provision of such services and facilities.

You must inform us without undue delay of any failure to perform or improper performance of the services included in this holiday. If any of the services included in your holiday are not performed in accordance with these booking conditions, or are improperly performed, by us or the service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to (i) you or another member of your party; and/or (ii) a third party unconnected with the provision of the travel services in the holiday and is unforeseeable or unavoidable; and/or (iii) unavoidable and extraordinary circumstances; and/or (iv) if you or another member of your party is found to have put themselves at risk, been negligent, been under the influence of alcohol or any other substances or behaved in a reckless manner; and/or (v) the criminal acts of suppliers and/or their employees, sub-contractors or agents.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to the following:

a) You agree that any transport company's (or other supplier's) own 'Conditions of Carriage' will apply to you on any journey by road, rail, sea or air. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as with the transport company. You can ask us or the travel agent booking your holiday to provide you with a copy of any of the conditions applicable to your journey. The airline's terms and conditions are available on request.

b) Any relevant international convention, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions. You can ask for copies of the travel service contractual terms, or the international conventions, from our Customer service.

Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your charter may involve. Sometimes these standards will be lower than those which would be expected in Australia. The suppliers of the services and facilities included in your holiday should comply with local standards where they are provided. The outline itineraries given for each charter must be taken as an indication of what should be accomplished, and not as a contractual obligation on our part. Changes in itinerary may be caused by local political conditions, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances.

c) the event medical care becomes necessary on your trip, you may be hours travel by water, or other non-vehicular transportation from any medical facility. The medical facility you may be treated in may not have the same standards as hospitals or doctor's offices in your home country. The medical personnel you will be treated by may not speak fluent English and have the same training as medical personnel in your home country. You further acknowledge that an emergency evacuation may be unavailable, expensive and delayed at your vessel location, and that the medical facilities and attention available aboard the vessel are limited. Decisions are made by our staff based on a variety of perceptions and evaluations of the situation at hand. You understand and agree to abide by these decisions.

Note: this entire clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday for which liability rests with the excursion provider and not us.

### **10-Complaints and Assistance**

If you have a complaint about any of the services included in your holiday and/or need assistance whilst away, you must inform notify our local without undue delay who will endeavour to put things right.

If it is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department or the Le Boat office at Suite 201, 275 Alfred Street, North Sydney, 2060 NSW, Australia or your travel agent giving your booking reference and all other relevant information. If you have a complaint about the holiday, you must still take all reasonable steps to minimise the disruption to your enjoyment of the holiday. This is called 'mitigation of loss'. Your claim may not succeed or you may not receive compensation if you didn't complain as soon as possible (on the spot) and give us every reasonable opportunity to put things right, or if you didn't accept any reasonable attempts by us to sort out the problem at the time.

Le Boat has a breakdown service during normal working hours every day of the week. We will endeavour to attend and repair a breakdown or technical incident as quickly as possible. The Hirer will have no claim against Le Boat for any failure caused by the Hirer including but not limited to grounding, and in such instances the company will reserve the right to recover from the Hirer the expenses incurred in rectifying the matter.

### **11-Additional assistance**

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

### **12-Passport, Visa, Health, Travel and Immigration Requirements**

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. **WE DO NOT ACCEPT ANY RESPONSIBILITY IF YOU OR YOUR PASSENGERS CANNOT TRAVEL BECAUSE YOU HAVE NOT COMPLIED WITH ANY PASSPORT, VISA OR IMMIGRATION REQUIREMENTS, INNOCULATION REQUIREMENTS OR ANY COST OR FINES BEING INCURRED.**

We are able to advise on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least 2 months prior to travel for the latest health requirements, recommendations for your destination and any costs. You should check this information at least 2 months before departure and again within 14 days of travel. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

When assessing whether holidays will operate we use information from our local offices in conjunction with advice from the Department of Foreign Affairs and Trade and other relevant government bodies. However it is your responsibility to acquaint yourself with the travel advice provided by these government bodies. Please visit and the government website at [www.smartraveller.gov.au](http://www.smartraveller.gov.au) for travel information about your destination country.

### **13-Conduct**

We reserve the right to refuse to accept you as a customer or continue dealing with you if we, or another person in authority, believe your behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put our staff or agents or other customers in any risk or danger, on the telephone, in writing or in person.

If the base manager or any of our resort staff or agents believes that you could be disruptive or that you are suffering from a contagious disease, they can also refuse to let you take your boat.

If you are disruptive and prevented from boarding, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges (see section 5). We will not be liable for any refund, or compensation or any costs or expenses you incur.

As a result of your behaviour during any stage of your holiday, we reserve the right to make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result, including but not limited to (i) cleaning, repairing or replacing property lost, damaged or destroyed by you, (ii) compensating other customers, staff or agent affected by your actions Criminal proceedings may also be instigated.

Please note you are not permitted to sail/cruise on your vessel during the hours of darkness (which shall run from the start of sunset to sunrise).

You must conform to the rules of river navigation, and also the instruction given by the company and the river authorities. Applicable speed limits for each region will be advised locally and must be observed at all times. You shall restrict your cruising to those waters permitted by the Company, nor engage in towing, sub hiring or lending of the boat.

Any vessel or other accommodation we arrange for you must only be used by those people named on your Confirmation Invoice or on latest amendment invoice issued. You are not allowed to share the vessel or let anyone else stay on board. In accordance with clause 3.h you are responsible for the cost of any damage caused to your vessel or its contents during your stay. These charges must be met by you and may have to be paid locally. For the purposes of this section reference to "you" or "your" includes any other person in your party.

#### **14-Special Requests and Participation Requirements**

So that way may fully prepare and provide a safe and comfortable experience, it is important we obtain some information from you about your arrival, and establish who, and how many passengers, will be on board the boat you hire. We collect this information by way of an online 'Guest Information' form which all hirers are required to complete. Should this form not be completed prior to your arrival, this could delay you from accessing your boat. You will not be permitted to depart until this information has been received.

All customers are expected to satisfy themselves prior to booking that they are fit and able to complete the route of their chosen charter as booked.

You must nominate a Captain and a 2nd-in-charge, who must both be an adult (as defined earlier) and who will be responsible for the safety of everyone on board. The captain and 2nd-in-charge will receive a pre-departure briefing prior to setting off, to ensure they are confident and competent to safely and capably navigate and manoeuvre the boat. Should our management team have cause to believe that safe and competent navigation will not be possible, after the provision of adequate instruction & practical guidance, your party will not be permitted to leave the dockside.

We will consider special requests when you book. We will tell you whether there is a charge for the request and/or whether we can satisfy the same. We can only guarantee requests for which there is a charge, or those that are confirmed in writing. It is your responsibility to advise us of any special requirements. We regret we cannot accept any booking which is conditional upon the fulfilment of a particular request.

Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the charter. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the charter, in which case no monies will be refunded.

Anyone requiring the use of electrical CPAP equipment should inform Le Boat staff accordingly at the time of booking and should be aware that suitable power may not always be available to run the CPAP machine.

For safety reasons, oxygen tanks and oxygen concentrators are not permitted on board. Failure to disclose the need for oxygen tanks and oxygen concentrators to Le Boat staff at the time of booking will constitute a breach of these booking conditions and will result in the persons reliant on them being excluded from the charter, in which case no monies will be refunded.

#### **15-Accidents and Loss/Damage of Equipment**

If the boat is involved in an accident of any nature, the Hirer must immediately contact the base and complete an accident report form (found on board) and ask any other party involved to complete the same form. The Hirer will not ask for any repairs to be carried out without Le Boat's agreement.

On arrival, the Hirer will be asked to check the boat for external signs of damage and indicate these areas on a separate form. The Hirer will also be asked to sign an inventory list detailing all critical items of inventory for which a separate fee is charged should they not be returned, or returned damaged. Should any equipment be lost, stolen or broken, the Hirer must report this on return of the boat. A separate fee for certain items lost or damaged will be charged. This must be paid for locally and in local currency. Such items include, but are not limited to: gangplank, TV/DVD remote controls, mallet, pegs, parasol, outdoor table and chairs.

#### **16-Check-in, Cruising Route and Navigational Restrictions and Technical Assistance**

a. Check-in: For standard check-in, you should arrive at your start base from 14:00 on your start day. For an additional fee(s), and subject to operational constraints, early check-in (for which you may arrive from 11:00) can be pre-booked and will be detailed on your Booking Confirmation.

We try to stagger exact arrival times in line with daily volume to enable us to get you settled on board as quickly as possible after you arrive. As such, you should indicate your preferred arrival time when you complete your 'Guest Information' form and our base team will try to call you sometime in the week prior to your departure to agree with you when you should aim to arrive. We ask that you stick as closely to your agreed arrival time as possible.

b. After you arrive, we'll need to spend some time with you completing the check in processes and pre-departure briefing, so you won't be able to leave the dockside straight away. In fact most customers will be unable to leave until early evening or, in some cases, the following morning. There may also be unforeseeable issues that can cause unexpected delays.

c. Cruising route: For operational reasons, the Company reserves the right to change the direction of your one-way cruise; to make a one-way cruise a return-to-base cruise and to make a return-to-base cruise a one-way cruise. Such changes may be required at late notice. These changes will not entitle the Hirer to cancel with a refund or compensation.

d. On arrival at your start base, you will receive detailed cruising information for your region, clearly stating which waterways are navigable and which are prohibited or restricted. The base team will also advise on any specific routes which are prohibited or restricted, or procedures falling under the control of Inland Waterways Authorities for your cruising area. Compensation as a result of technical failure (see clause 9b) does not apply if cruising in areas that are prohibited or restricted. Customers who require assistance (towing/haulage) as a result of cruising in prohibited/restricted areas will incur an additional charge, payable locally in local currency.

e. The locks are closed on some public holidays, (e.g. 1st May, 1st November and 14th July) in most of our cruising regions. For more information, please contact our team.

f. Any suggested itineraries we outline must be taken as an indication of what could be accomplished, and not as a contractual obligation on our part. Changes in itinerary may be caused by local political conditions, mechanical breakdown, weather, border restrictions, sickness, or other circumstances. Timings provided with suggested itineraries are estimates only. These timings may be affected by operational difficulties or weather conditions. These timings may be affected by operational difficulties or weather conditions.

#### **17-Other costs while you cruise**

Any services you use while away from our base, such as mooring fees, shore power, marina facilities and/or fresh water and pump out services must be paid at your own expense.

#### **18-Boat descriptions & fleet availability**

Boat layout plans, specifications and illustrations in the brochure are for general guidance. Some models within boat classes have minor variations. Fleet availability/boat models for each cruising suggestion/cruising region is correct at time of going to press but is subject to change without notice.

#### **19-Return of the Boat / Cleaning Service**

a. The boat must be returned, and you must be ready to disembark by 09:00 on your final day at the correct base. For an additional fee(s), and subject to operational constraints, late check-out can be pre-booked, which means you can return your boat and disembark by 12midday instead. This will be detailed on your Booking Confirmation.

b. Failure to return the boat to the correct base, at the agreed checkout time, without evidence of our prior agreement, will incur a late return / abandonment fee of £700 (in UK) / €1,000 (in the rest of Europe) and CA\$1,500 (in Canada).

c. All customers must return the boat in a reasonably clean state with the following completed: i) Wash and put away all crockery, utensils, etc. ii) Bag and tie all rubbish and remove from the boat. iii) Strip beds and place linen in laundry bins at base. iv) Clean all counter-tops and work surfaces. v) Sweep all internal floors. vi) Clean the bathrooms and toilets. vii) Mop the exterior decks. If the boat is left in an unsatisfactory condition, the boat's cleaning fee will be charged to the customer.

d. Cleaning service: For an additional fee we will take care of the final cleaning of your boat. In this case all you are asked to do is to return the boat in a reasonably tidy state with only tasks i, ii and iii completed, as detailed above.

e. To allow for additional cleaning, a AU\$85 supplement per pet is charged to take a maximum of two pets on board our boats. You are required to bring a basket/blanket for pets to sleep on and to refrain from letting pets lie on bedding or settees. Please do not leave pets unattended on your boat. If despite paying the pet cleaning supplement the base manager feels extra cleaning is required on the return of your boat, you will be asked to pay an additional boat cleaning fee.

#### **20-Engine hours and Engine Hours deposit**

The Engine Hour charge covers the cost of diesel for navigation and heating, gas and engine wear and tear and is calculated on a 'per hour' basis. The price is per engine hour used and varies depending on boat, region and fluctuations in diesel prices. At the time of going to press, the hourly charge is between £12-£23 (in UK)/ €12-€30 (rest of Europe)/ CA\$23-CA\$33 (in Canada) depending on boat type and usage, but could have since changed.



Engine Hour is payable in local currency. In all regions, Le Boat charges for engine hours according to the amount of hours the engine has been running. At the start of your cruise, you will be informed how much the hourly charge will be and the current engine hours on your boat will be agreed and recorded with you.

At the start of your cruise your boat will have a full tank of fuel. Before departing the base you will be required to leave an Engine Hour Deposit, payable locally in local currency as per below. At the end of your cruise, you will either pay a supplement to cover the amount of engine hours actually used, or you will be due a refund if your actual consumption is less than the deposit paid.

	Fuel Deposit payable upon arrival at the base		
Cruise duration	Rest of Europe	UK	Canada
Up to 4 nights	€230	£240	CA\$275
for 5 - 6 nights	€280	£280	CA\$280
for 7 -10 nights	€350	£350	CA\$450
for 11 to 14 nights	€450	£450	CA\$700
for 15 nights and more	€550	£500	CA\$750

### 21-Car Transfers

Le Boat staff are insured to transfer cars between bases in all cruising regions where we have two or more bases (except Germany, Holland and Canada). We are unable to transfer cars heavier than 3.5 tones, cars pulling trailers or caravans, campervans, motorcycles or red license plates. Car transfers are available for a charge, must be pre-booked before departure and are subject to availability.

Our base teams can transfer hire/lease cars, but you should check with your hire/leasing company first as the terms of your agreement may not permit this. If it is permitted, your hire/leasing company may charge you extra to add a member of our base team as a named driver. For operational reasons, we may not know the name of the driver until the week of your departure.

### 22-Data Protection

We will use and process your data in accordance with our privacy policy which be found here <https://www.leboat.com.au/about-us/legal/privacy-policies-quick-guide>

### 23-Excursions and Activities

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

### 24-Travel Agents

All monies you pay to the travel agent are held by them on our behalf at all times.

### 25-Law and jurisdiction

The parties acknowledge and agree that this agreement, and any claim or dispute arising from or related to this agreement, will be exclusively governed by New South Wales law. The parties agree to submit to the exclusive jurisdiction of the courts of the State of New South Wales in relation to any claim arising out of this agreement.

### 26-Coronavirus Terms

Please be aware that we have introduced policies, procedures and requirements in response to the Coronavirus pandemic, COVID-19, which include measures we are implementing and procedures we require our customers to follow. This information can be found within our Covid Safety Charter which can be viewed at [www.leboat.com.au/travel-information/covid-safety-charter](http://www.leboat.com.au/travel-information/covid-safety-charter). It is a requirement of your booking that you familiarise yourself with this information and ensure you comply with any requirements. Please note that this will be regularly reviewed and updated and you should ensure you check the latest information before your departure.

### For any updates or changes to Terms and Booking Conditions

See <https://www.leboat.com.au/about-us/legal/terms-and-conditions>