

# BOOKING FORM 2018 / TERMS AND CONDITIONS OF HIRE

TO BE RETURNED TO : Nicols Boating Holidays - PO Box 976 - Portsmouth - PO6 9EE  
 ☎ 02392 401 320 - ✉ nicols@nicols.com - www.boat-renting-nicols.co.uk

HIRER'S SURNAME\*: \_\_\_\_\_  
 First name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Postal Code: \_\_\_\_\_  
 Town: \_\_\_\_\_  
 Country: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Mobile phone: \_\_\_\_\_  
 Telephone office: \_\_\_\_\_  
 e-mail : \_\_\_\_\_

## YOUR CREW

	SURNAME	FIRST NAME	AGE
1	Skipper:		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

N° adults	Including N° seniors (65+ years old)	N° children (-16 years old)	<b>TOTAL</b>
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\*If the hirer is not the skipper, he is responsible for forwarding to the skipper all the relevant terms and conditions of hire. A new agreement will be signed by the skipper and the local hirer, when boarding, with issue of the «Carte de Plaisance».

How did you hear about NICOLS® :  Relatives  Trade Fair  Advertising / Press / Magazine  Internet  Tourism office

## ► Your cruise

Type of boat chosen: ..... Boat capacity:.....  
 Departure base:..... Date: ..... 3/6 PM Return base:..... Date: ..... 8/9 AM  
 Return cruise  One-way (subject to alteration\*)  
\*The hirer is informed that a one-way cruise can be subject to alteration (see details § 10 in our conditions of hire).

## ► To calculate the cost of your cruise

Boat rental: ..... £  
 On board pool: ..... £  
 Extras: ..... £  
 One-way supplement\* : ..... £  
(\*does not include car or people transfer)  
 Lot/Bouziès supplement: ..... £

### OPTIONS (see detail and prices p.4):

Car park rental or garage according to base: ..... £  
 Barbecue : ..... £  
 Bike rental - adult (except in Germany): ..... £  
 Bike rental - child (except in Germany): ..... £  
 Baby seat rental (except in Germany): ..... £  
 Waterway guide: ..... £  
 Pets: ..... £  
 Converter rental 12V / 220V: ..... £  
 WiFi: ..... £  
 Deck mattress: ..... £  
 Bath towels kit: ..... £  
 Kitchen towels kit: ..... £  
 Final cleaning: ..... £  
 ALL INCLUSIVE (except in Germany): ..... £

(1) This total amount is not definitive : the fuel cost will be invoiced at the end of the cruise according to the rate displayed at the base.

**TOTAL<sup>(1)</sup> : ..... £**

### PAYMENT:

Cheque payable to **NICOL'S YACHT**  
 Bank transfer in £: at **NICOL'S YACHT**  
 Lloyds Bank PLC  
 Sort Code: 306541  
 Account number: 29500568  
 CB VISA, EUROCARD, MASTERCARD:  
 N°: .....  
 Exp Dat: ..... CVV:.....

Signature: \_\_\_\_\_

The balance will be automatically collected 1 month before the departure (according to our rental conditions) with the same credit card number

I, the undersigned, declare that I have read and understood the conditions of hire and all the specific information relating to my chosen cruise and undertake to abide by these conditions.  
 Date: ..... Signature : .....  
 Hometown:.....

**WARNING! Did you call us to check the boats availability before returning your booking form ?**

**DEPOSIT 40%** to be sent with the Booking Form ..... £

**BALANCE 60%** to be paid 1 month before departure: ..... £

## ► Insurance (form p.7 and 8)

## ► Terms and conditions of hire (see reverse)

# ► Terms and conditions of hire, applicable from the 1<sup>st</sup> of July 2017

## 1 - RENTAL - RESERVATION

The contract has a validity of ten days from the date of issue.

- A booking will be deemed 'firm' when Nicols or one of its affiliates confirms the reservation to the hirer on receipt of the booking form and the agreed deposit.
- PAYMENT OF BALANCE of the rental amount indicated on the deposit receipt will become due one month before the holiday start date, without reminder on the part of the rental operator.
- DOCUMENTS : On receipt of the holiday balance, the rental operator will send the hirer the necessary documents for use of the boat. For all bookings made less than 30 days before the start date the holiday cost must be paid in full on booking. All bank charges will be payable by the hirer.

*In application of the article L 221-28 of the Code de the Consumer, the hirer having reserved by telephone or via internet with NICOLS does not benefit from the law of retraction noted in the article L 221-18 of the same code.*

## 2 - YOUR RESPONSIBILITIES

- The person responsible for hiring must be over 18 years of age and is responsible for the boat and all persons sailing with him. Navigating the boat is only possible for people over 16, in the presence and under the responsibility of the adult designated on the «Carte de Plaisance» (yachting licence) as person having received the initial instruction.
- The driver of the boat must at all times be supervised by at least one person over the age of 16 years old.
- The rental operator reserves the right to decline to hand over a boat to the chief crew member if he does not seem able to take up this responsibility, notwithstanding references, certificates or other showed titles. ; or where the driver of the boat is not supervised by at least one person over the age of 16 years old. In this case, the rental operator can cancel the contract, without having to refund any previously paid amount.
- The hirer becomes responsible for the boat on completion of the handover from the base team and after receipt of the administrative documents and reading of the instructions of navigation.
- The hirer is obliged to respect the rules of river navigation as laid down by the waterways authorities and by the rental operator.
- Night navigation, towing, lending and subrental of the boat are forbidden.

## 3 - SECURITY DEPOSIT

The deposit amount varies depending on the boat hired. It is taken when collecting the boat the start base (cash, cheque or credit card) and covers:

- A cleaning deposit in case the boat is not returned in the same condition as when it was picked up and it needs to be cleaned for the next hirer. This deposit is 150€ for boats under 10 m and 200€ for boats of 10 m length and more. For cruises in Germany there is no cleaning deposit, however Nicols may charge for cleaning at the end of the holiday as per the price list. Please ask for details.
- A boat deposit of 1000€ for boats under 10 m or 1500 € for boats of 10 m length and more, which covers:
  - any loss, deterioration or damage to the boat and/or its equipment or costs incurred if the boat is grounded and needs freeing, that is the fault of the hirer or their passengers.
  - the cost of replacing any missing (lost or stolen) or damaged items from the boat inventory supplied on collection of the boat. (see §5)
  - any delays in the return of the boat (see §15) or costs incurred due to abandonment of the boat (see §14).
  - the cost of the fuel and other consumables (see §6).

The hirer accepts that the renter can collect, via the provided bank account using the bank conducted preauthorization or cashing of the cheque in respect of the deposit, the above-mentioned amounts..

## 4 - INSURANCE

- The insurance of the hire cruiser includes accidental damage to the boat, and to third parties caused by the boat.
- This insurance does not include : Personal accident/injury to the persons on board, personal belongings, the hirers own civil responsibilities, loss of, or deterioration of material or equipment, or misuse of the boat by the hirer, or any accident or damage involving hired bicycles.
- The hirer remains his own insurer up to the amount of security deposit : he is free to subscribe insurance with a company of his choice or through the boat owners insurance company one or several policies to cover such risks as :
  - The amount due to the hire company in case of cancellation (except the administration fee)
  - The repayment of half of the security deposit of the boat
  - Interruption of cruise
  - Corporal accidents to the Hirer or crewmembers
- In every case, the insurance will not cover the civil responsibility of the hirer, or any damage or loss or other expense resulting from driving the boat when drunk, or under the influence of drugs, or by a failure to observe the rules stated in the Code de Navigation Fluviale.

## 5 - EQUIPMENT

- The hirer undertakes to report any damage, theft or deterioration of equipment and many be required to replace them.

## 6 - CONSUMABLES

- Extra costs for the hirer are diesel, oil, gas for cooking, and all necessary consumable for the use of the boat during your stay. The prices may vary depending on the varying petrol prices. The prices are listed in the base offices. Extra costs for staying in ports are paid by the hirer, and may vary.

## 7 - BIKE

- The bicycles for rental are under the responsibility of the boat hirer. In case of theft, the hirer is requested to make an official statement to the local police authorities and to present the original documents given by the police to the rental base. The hirer and other members of his/ her party, remains responsible for any damage caused to the bicycles.

## 8 - CANCELLATION

*By the hirer:*

- If the hirer is forced to cancel his reservation, the boat owner must be advised in writing.

The costs withheld are the following:

- over 10 weeks before departure : 150€ administration costs.
- between 4 and 10 weeks before departure : 40 % of the rental charge (with a minimum of 150 €)
- less than 4 weeks before departure : 100 % of the rental charge

*By the rental operator :*

- In the case of unforeseen circumstances beyond of the control of the rental operator the hired boat is not available, all possible will be done to supply the hirer with a boat of equivalent comfort and capacity.
- If this is not possible within the contractual period, the rental operator will refund the rental charge, to the exclusion of all other costs, damages or interests.

## 9 - MODIFICATION

- Change of dates, type of boat or region requested by the Hirer, and after acceptance by the boat Rental Company, will entail full payment of cancellation charges specified under paragraph 8 in order to cover financial prejudice on the original booking.

## 10 - ONE-WAY

- The direction of one-way trips and thus the departure base in the same region may have to be altered. Exceptionally, a one-way cruise may have to be converted into a return cruise due to unforeseen circumstances. In this case, only the return trip extra charges will be refunded.
- It is required to call 48 hrs before the date of departure for confirmation of the one-way and the direction of navigation.
- These alterations will in no circumstances be considered grounds for cancellation or damages.

## 11 - INTERRUPTIONS OR RESTRICTIONS TO NAVIGATION

- Only places of departure and return are contractual (except exceptions in the §10), the course is not guaranteed.
- The rental operator cannot be held responsible for interruptions or restrictions to navigation due to reasons beyond his control (works, flooding, drought, strike, administrative directives, lock closures due to holidays, etc.) and will therefore not grant any refund.
- In situations where these events prevent the cruise, the rental company can either change the location and dates of the cruise with an equivalent or larger boat; or the paid sums can be given as a credit for a cruise at a later date, to be agreed by both parties. If this cannot be agreed then the paid sums will be kept by the rental company.
- If the events occur during the cruise, thus causing a total halt to navigation and the loss of one or several days, the paid sums can be given as a credit for a cruise at a later date. This cruise must be from the same base and during the same season. If this cannot be agreed then the paid sums will be kept by the rental company.

## 12 - BREAKDOWNS

Each base offers a free breakdown service which will attend to you as quickly as possible, by phoning the base during normal working hours available by phone. This service becomes payable in case of personal fault of the hirer

*Breakdowns not attributable to the hirer :*

- Time lost to the hirer due to a breakdown not attributable to him , taking place during the cruise, will be refunded on a rate pro-rata to the time lost, subject to a subtraction of 24 hrs.

*Breakdowns attributable to the hirer :*

- If it is observed that the breakdown is attributable to the hirer, he has no right to any compensation for time lost on his boat

The rental operator reserves the right to withhold sums paid as a deposit to cover the costs of repair to the boat

## 13 - DAMAGE - ACCIDENTS

- The hirer must not repair or attempt to repair damage and/or breakdowns without the agreement of the rental operator.
- The hirer is required to complete the accident report form and to be it completed and countersigned by the third party.
- Any damage not attributable to the boat owner cannot be the subject of compensation in the hirer's favour in the case where his cruise is interrupted.

## 14 - BOAT'S DESERTION

- In case of boat's desertion, except for sudden and lengthy impracticability of the water-way, the rental company will invoice the hirer the cost of the boat's transfer to the base of return, according to a daily fixed price of 100€, plus fuel and cleaning costs.

## 15 - RETURNING THE BOAT

- The boat must be returned to its base at the time and date agreed except in case of Force Majeure: The person responsible should plan a great enough margin for the return time to be respected.
- The boat is to be returned to the rental operator in the same condition as when it was collected, in respect to the inventory check-list.
- If the cleaning package has been ordered we still require you to: dispose of the rubbish, wash and store the dishes, strip the beds of bed linen.
- The hirer will be responsible for all expenses caused by late return due to his fault : each delayed (and started) day will lead to a charge equivalent to the daily rental price, plus the costs that the rental operator will have to pay to the next hirer.

## 16 - DISPUTES

- Under Directive 90-314 of June 30th 1990 of the European Council, rental does not constitute a touristic fixed-rate price.
- The legal ties linking Nicols and its associates are solely those resulting from the conditions laid down in the contract of hire itself. In any case, Nicols cannot intervene in the teams and conditions of this of the execution of this contract of hire, each associate being independent.



## CAST OFF WITH CONFIDENCE!

A collaboration between AXA INSURANCE and NICOLS offers peace of mind before and during your boating holiday.

### 1 - CANCELLATION OF YOUR HOLIDAY:

#### WHAT DOES THE POLICY COVER ?

We reimburse monies invoiced and paid to NICOLS according to their general conditions of hire (but not including administration costs) should you be obliged to cancel your cruise prior to departure.

#### • UNDER WHAT CIRCUMSTANCES DO WE INDEMNIFY THE INSURED?

We will indemnify for reasons and circumstances listed hereafter, to the exclusion of all others.

- > SERIOUS ILLNESS OR DEATH of one of the listed on the application form as transmitted to Nicols, as well as their matrimonial husband or wife, ancestors, descendants, brothers or sisters, brother-in-law or sister-in-law, son-in-law or daughter-in-law, father-in-law or mother-in-law.
- > PREGNANCY: unforeseeable net complication arising before the commencement of the 28<sup>th</sup> week of pregnancy.
- > REDUNDANCY: of one of the persons named on the application form or his or her husband or wife on condition that redundancy notice was not served prior to subscription of the present contract.
- > DESTRUCTION OF PROFESSIONAL OR PRIVATE PROPERTY providing at least 50% is destroyed and needing imperatively the presence on the premises to ensure the necessary protective measures by a person named on the application form.

#### • EXCLUSIONS OF THE POLICY

We cannot indemnify cancellations resulting from : existing events, accidents, illness having been the object of previous knowledge, treatment, relapse or hospitalisation between the date of reservation of the cruise and the date of signature of this present insurance contract, outbreaks of war, strikes, acts of terrorism, earthquakes, cyclones, or others cataclysms included atomic radiation, and epidemics.

#### • DURING WHAT DELAY OF TIME MUST YOU CLAIM?

You must inform NICOLS immediately and advise AXA by registered post with acknowledgement of receipt within 5 working days following the occurrence covered by the guarantee. After this delay, should AXA suffer any loss due to a late declaration, the beneficiary loses his or her rights to indemnity.

#### • WHAT ARE YOUR OBLIGATIONS IN CASE OF CLAIM?

Your declaration must be accompanied by:

- in the case of illness or corporal accident, medical certificate under confidential envelope stating the date and the nature of the illness or of the accident. In case of death a copy of death certificate or certificate from the Registrar. In other cases all possible documents justifying your claim.
- It is expressly agreed that you accept the principle of verification by AXA's medical advisor. Should you object to this without a legitimate reason, you could lose all rights to claim.

### 2 - CURTAILMENT OF YOUR CRUISE

Should an event covered under paragraph «Cancellation» necessitate withdrawal of one or several beneficiaries named on the application form, then AXA will reimburse the named beneficiary proportionally to the unused period of his or her participation in the hire charge.

**WARNING: If you want to benefit from this guarantee, you have to phone AXA ASSISTANCE as soon as the incident occurs. Their phone number is the following 01 55 92 40 00 (or 0033.1.55.92.40.00 if you phone from a foreign country). Please indicate the following reference: 08.00.13.902.**

### 3 - DEPOSIT

The boat deposit (excluding cleaning deposit) paid prior to boarding cover eventual repairs or loss of equipment as checked on return to base - also any subsequent loss of income resulting from a damaged boat. Should a claim arise, AXA will refund any excess amount retained beyond half of the amount of the boat deposit (maximum boat deposit is limited to 1500 Euros).

### 4 - INDIVIDUAL ACCIDENT INSURANCE

In case of death resulting from an accident or accident of the beneficiary leading to a minimum disability of 10% occurring during the boat hire, AXA guarantees the payment of a capital of 15.245 euros for the beneficiaries aged between 16 and 70, or 7.622 euros for other beneficiaries.

### 5 - DATE OF EFFECT

The contract will become operative on the day that the under-mentioned application form is received along with payment of the insurance policy (cancellation insurance must be sent **at least one month** before the planned departure date).

A certificate will be issued by AXA, to serve as a receipt and to be presented upon departure for your cruise (formulas 2 and 3).

# INSURANCE FORM

APPLICATION TO THE AXA COLLECTIVE CONTRACT SPECIAL INLAND WATERWAYS CRUISING INSURANCE  
to be completed and addressed to: Nicols Boating Holidays - PO Box 976 - Portsmouth - PO6 9EE  
Informations subscription : ☎ 02392 401 320 - ✉ nicols@nicols.com - www.boat-renting-nicols.co.uk

To be valid, this form must be returned to Nicols at least 30 days before your departure for options 1 or 3.  
If choosing option 2 this can be purchased just before departure.

Surname:  Christian name:   
Address:   
  
Postal Code:  Town:  Country:

## CRUISE REFERENCES

Departure base:  Departure date:   
Returning base:  Returning date:   
Type of boat:

## THE GUARANTEES ARE ONLY ACQUIRED TO THOSE PERSONS NAMED BELOW ON THE APPLICATION FORM:

Please write in capital letters

Surname: <input type="text"/>	Christian name: <input type="text"/>
Surname: <input type="text"/>	Christian name: <input type="text"/>
Surname: <input type="text"/>	Christian name: <input type="text"/>
Surname: <input type="text"/>	Christian name: <input type="text"/>
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Surname: <input type="text"/>	Christian name: <input type="text"/>
Surname: <input type="text"/>	Christian name: <input type="text"/>

## MAKE YOUR CHOICES BELOW:

- Option 1 = cancellation of your stay  
5% amount of the hire (brochure price) ; minimum 42 Euros per cruise, that to say: ..... x 5% = ..... €
- Option 2 = interruption of your cruise; waiver 1/2 boat deposit; individual accidents  
5% amount of the hire (brochure price) ; minimum 42 Euros per cruise, that to say: ..... x 5% = ..... €
- Option 3 = option 1 + option 2  
8% amount of the hire (brochure price) ; minimum 62 Euros per cruise, that to say: ..... x 8% = ..... €

Date and signature (compulsory)

Date ..... / ..... / .....

### ATTACH TO THIS FORM:

- > booking form
- > your payment to cover the chosen insurance option above