

GENERAL TERMS AND CONDITIONS, Valid from 1st January 2025

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.

- Balance of the rental indicated on the receipt: Balance payment is due 6 weeks before departure without a reminder from the lessor. If the balance is not paid, NICOLS* will be obliged to cancel the holiday.

- Documents: On receipt of the balance payment, the rental operator will send the hirer the necessary documents for use of the boat.

- For all bookings made less than 42 days (6 weeks) before the departure date the holiday cost must be paid in full at the time of booking.

- Any bank charges will be borne by the hirer.

In application of article L 221-28 of the Consumer Code, the Hirer who has booked a rental with NICOLS* by telephone or via the Internet does not benefit from the right of withdrawal provided for in article L 221-18 of the same code.

2 – YOUR RESPONSIBILITIES

- The person responsible for hiring must be over 18 years of age (or over 21 years of age for cruises in Hungary unless the captain is a boat licence holder); he is responsible for the boat and all persons sailing with him. Navigating the boat is only possible for people over the age of 16, in the presence and under the responsibility of the adult designated on the «Carte de Plaisance» (« pleasure craft card») 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 has the right to: either offer a static stay at the Nicols base or restrict the sailing area during all or part of the rental period; or refuse to make the boat available and cancel the contract without refunding any sums paid.

- 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 at 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 10m, 200€ for boats of 10m-13m length, 250€ for boats of over 13m length, and 300€ for the boats of the FLY Range. For cruises in Germany and Hungary 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 10m, 1500€ for boats of 10m-13m length, 2000€ for boats of over 13m length and 2500€ for the boats of the FLY range. This boat deposit 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 abovementioned 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.

- In all cases, the hirer remains responsible for the amount of the deposit and is therefore his own insurer: he is free however to purchase an additional 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 (excluding the administration fee)

- The repayment of half of the security deposit of the boat

- Interruption of cruise

- Corporal accidents to the Hirer or crew members

- In any 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 – BOAT EQUIPMENT

- The hirer undertakes to report any damage, theft or deterioration of equipment and may 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 fuel prices.

The prices are listed in the base offices. Extra costs for staying in ports are paid by the hirer, and may vary.

7 – BIKES

- The bikes, when rented, are 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 obliged to cancel the rental, the rental operator must be advised in writing.

The costs withheld are as follows:

- over 12 weeks before departure: 15% of the rental charge (with a minimum of 150€),
- between 6 and 12 weeks before departure: 40% of the rental charge (with a minimum of 150€)

- less than 6 weeks before departure: 100% of the rental charge.

By the rental operator:

- In the case of unforeseen circumstances beyond the control of the rental operator where the hired boat is not available, everything 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 §8 in order to cover financial prejudice on the original booking.

10 – ONE-WAY CRUISES

- 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 to base cruise due to unforeseen circumstances. In this case, only the return trip extra charges will be refunded.

- It is required to call 48 hours before the date of departure for confirmation of the one-way cruise and the direction of navigation.

- These changes cannot be used as grounds for cancellation or compensation.

11 – NAVIGATION INTERRUPTIONS OR RESTRICTIONS

- Only the places of embarkation and return are contractual (with the exceptions provided for in §10), the route 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.

- If these events make the cruise impossible, the rental operator may either change the departure and return dates of the cruise, by providing an equivalent or superior boat; or the sums paid may be used for a later trip to be agreed between the parties. If this cannot be agreed then the paid sums will be kept by the rental operator.

- 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 operator.

12 – BREAKDOWNS

The rental operator provides the hirer with a free breakdown service which will provide support as quickly as possible, during service hours, on a simple call. However, a charge will be made for this service in the event of misconduct on the part of the hirer. Breakdowns not attributable to the hirer:

- If breakdowns occur during the rental period that were not caused by the hirer, a pro-rata refund will be made for the lost holiday time less a deduction of 24 hours from the time the hirer informs the rental operator of the breakdown.

Breakdowns attributable to the hirer:

- If it is established that the breakdown of the boat is attributable to the hirer, the hirer will not be entitled to any compensation for the loss of use of the boat. The rental operator reserves the right to withhold the sums paid as a deposit to cover the cost of repairing the boat.

13 – DAMAGE – ACCIDENTS

- No claim may be made against the rental operator in the event of an accident resulting from the personal actions of the hirer.

- The hirer must report any damage caused or suffered to the rental operator, who will give the necessary instructions.

- The hirer must not repair or have repaired any damage to and/or breakdown of his/her boat without the agreement of the rental operator.

- The hirer undertakes to complete the accident report and to have it completed and countersigned by the third parties.

- Any damage not attributable to the rental operator will not be eligible for compensation if the hirer's cruise is interrupted as a result.

14 – MEDIATION PROCESS

- In the event of a dispute, after contacting our customer service department, and in the absence of a satisfactory response within 60 days, the customer may refer the matter to the Mediator: CM2C, whose contact details and procedures for making a referral are available on the website: <https://cm2c.net/comment-nous-saisir.php>.

15 – ABANDONMENT OF THE BOAT

- In the event of abandonment of the boat, except in the case of sudden and prolonged impassability of the waterway, the rental company will invoice the hirer for the cost of returning the boat to its return base, at a daily rate of 100€, in addition to the cost of fuel and cleaning.

16 – RETURNING THE BOAT

- The boat must be returned at the contractually agreed place, date and time, except in cases of force majeure: the hirer should plan and allow enough time for the return time to be met.

- The boat must be returned to the rental operator in the same condition in which it was handed over, as in respect of the initial inventory checklist.

- If the cleaning package has been ordered, you must nevertheless: take out the bins, wash and put away the dishes and 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.

17 – DISPUTES – APPLICABLE LAW

- The rental contract will be governed by French law.

- Boat rental alone will not be classed as a package holiday; therefore, NICOLS* is not subject to the conditions of the EUROPEAN Directive (EU) 2015/2302' dated the 25th November 2015.

- The legal ties between 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 terms and conditions of this of the execution of this contract of hire, each associate being independent.

18 – PROTECTION OF PERSONAL DATA

In accordance with the European regulation 2016/679 (RGPD), the privacy policy of NICOLS* is accessible on the website at www.boat-renting-nicols.co.uk and can also be provided on request.