



## Terms and Conditions of Hire of Houseboats

CONTRIBUINTE Nº 506 435 180 | CAPITAL SOCIAL - 50.000.00€ | CONSERVATÓRIA DO REGISTO COMERCIAL DE ÉVORA Nº 3064/20030701

### 1 - RENTAL

- RESERVATION: 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 (30% of the total amount of the reservation).
- FINAL PAYMENT 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 (70% of the total amount of the reservation).
- DOCUMENTS. When the final payment is made, 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 hire cost must be paid in full on booking.
- All bank charges will be payable by the hirer.

### 2 - YOUR RESPONSABILITIES

The person responsible for hiring must be over 18 years of age and is responsible for the boat and all persons sailing with him.

- 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. In this case, the cost of hire, excluding all others sums, will be refunded.
- This person responsible will take charge of the boat after completion of certain formalities (deposit, inventory check), receipt of administrative documents and instruction in operation of the boat.
- 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 sub rental of the boat are forbidden.

### **3 – CHECK-IN AND CHECK-OUT SCHEDULES**

Check-in: 2pm till 5pm

Check-out: 09am till 10am

If the arrival is not made on schedule, it will imply the payment of 50€ per hour of delay, and it can also imply the permanence of the boat during the remaining portion of the day and night in the dock of Amieira Marina, due to impossibility of in useful time, proceed to the training and leave before sunset.

### **4 - SECURITY DEPOSIT**

It is deposited before boarding, (cash, cheque or Visa). The security deposit for the boat is 500€ and for the cleaning 150€.

- A part of the deposit corresponds to costs of cleaning should the boat not be returned perfectly clean (cleaning deposit); another part (boat deposit) corresponds to the insurance premium and its loss of exploration.

### **5 – INSURANCE**

The importance payed includes the mandatory insurance of civil liability and personal injury of passengers, according to the legislation in force for maritime leisure activity. It also includes Own Damage insurance which is included in the insurance of the rented vessel, unless the skipper acts with intent, under the influence of alcohol or drugs or commits gross negligence.

The insurance does not include personal belongings of the tenants, except in case of accident at sea, covered by the policy.

The passenger can subscribe (in addition to the compulsory insurance), voluntarily and at time of reservation, other insurance options, such as:

- Annulment of the reserve
- Interruption of the reserve
- Personal Accident

guaranteeing the reimbursement of expenses, under certain conditions in their policy.

### **6 - EQUIPMENT**

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

### **7 - CANCELLATION**

By the hirer:

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

The costs withheld are the following:

- Over 8 weeks before departure: 150 euros administration costs,
- Between 8 and 4 weeks before departure 30% of the rental with a minimum of 150 euros,
- less than 4 weeks before departure: 100 % of the rental charge.

In the event of the company being able to re-lease the boat for the period concerned, the hirer may be refunded 150 euros for administration costs.

By the rental operator:

In the case of unforeseen circumstances beyond the control of the rental operator and if 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.

### **8 – MODIFICATION**

Change of dates or type of boat requested by the Hirer, and after acceptance by the boat rental Company will entail full payment of cancellation charges specified under paragraph 7 in order to cover financial prejudice on the original booking.

### **9 – DEPARTURE BASE**

Customers should call, 48 hours before the date of departure, Amieira Marina to confirm the lease and the arrival time.

In the day of departure customers should arrive at Amieira Marina at arrival time agreed as mentioned in the above paragraph, because of the specific formation and the time spent in the preparation and storage of the luggage, being able to leave only after all these tasks are fulfilled. If the arrival is not made on schedule, it will imply the payment of 50€ per hour of delay, and it can also imply the permanence of the boat during the remaining portion of the day and night in the dock of Amieira Marina, due to impossibility of in useful time, proceed to the training and leave before sunset.

### **10 - INTERRUPTIONS OR RESTRICTIONS TO NAVIGATION**

The rental operator cannot be held responsible for interruptions or restrictions to navigation due to reasons beyond their control (works, flooding, drought, strikes, administrative directives etc...) In the case of total cancellation of the cruise before departure, half of the rental charge will be refunded to the hirer, the other half remaining as a credit towards a reservation during the same year. If the events occur during the cruise, thus causing a total halt to navigation and the loss of one or several days, these days will be refunded. By force of circumstance, the boat may be taken over from, or delivered to, another base.

### **11 - BREAKDOWNS**

The 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.

- 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.

## **12 - DAMAGE - ACCIDENTS**

No claim can be made on the rental operator in case of accident resulting from the personal actions of the hirer. The hirer must indicate any damage caused to or by the hirer: the boat owner will indicate the next steps to be taken. 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 can be the subject of compensation in the hirer's favour in the case where their cruise is interrupted.

## **13 – RUNNING ASHORE OF THE BOAT**

Every time that, consciously or not, the boat gets out of the safety route on GPS Cartography, the captain should be particularly careful in observing the information given by the Sonar, as it is the only guarantee that the boat will not run ashore in a shallow bellow the water line.

When a run ashore occurs out of the safety route and the client request a tow for that boat, the client has to pay the tow operations expenses. These expenses are variable following the distance between the House-Boat and the nearest assistance point enlarges:

Towing boat use fee:

- 40€/hour (Fuel not included)

Labour fee:

- 40€/person/hour

The fees referred don't include occasional damage caused to the House-Boat. Those should be guaranteed by the boat's insurance included in the bail deposited in the beginning of the cruise.

## **14 - RETURNING THE BOAT**

The boat must be returned to its base at the time and date agreed except by force of circumstance: 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. The hirer will be responsible for all expenses caused by late return due to his fault: Each hour's delay will lead to a charge equivalent to 50€ per hour. Each day's delay 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.