

2018 Le Boat Terms and Conditions

Please read these booking conditions carefully, they form an important part of the contract for your charter. They contain some exclusions and limitations of liability. All the holidays in this brochure are operated by Crown Travel Limited trading as Le Boat (hereinafter called 'Le Boat', 'the company' or 'we'), registered office Origin One, 108 High Street, Crawley, West Sussex, RH10 1BD, United Kingdom registered number registered number 02095375 and are sold subject to the following conditions:

Insurance:

Please Note: Adequate and valid travel insurance is compulsory for all customers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend such insurance is taken out as soon as your booking is confirmed.

Crown Travel Ltd is a Member of ABTA with membership number V6650. ABTA and ABTA Members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact www.abta.com.

1. Your Contract and How to Book

1.1 As you are booking arrangements other than a package holiday (as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992) from this brochure, the arrangements will not be financially protected.

1.2 To make a booking you can contact us in several ways; directly over the telephone, via our website at [www.leboat.co.uk] ("Website") or through an approved travel agent. The person making the booking (the 'lead name') must be 18 years old or over (or 21yrs or over if you are resident in Ireland) and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party. 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 booking confirmations

1.3 You will be expected to pay 35% of the holiday cost as deposit at the time of booking. If you are booking within 10 weeks of departure full payment must be made at the time of booking. You will also be required to pay any non-transferable and non-refundable items, such as Collision Damage Waiver, and any other applicable supplements due at the time of balance.

1.4 If we accept your booking, we will issue a Confirmation Invoice. A contract will exist between us from the date we issue the Confirmation Invoice or if you book within 7 days of departure the contract will exist when we accept your payment. When you receive the Confirmation Invoice please check the details carefully and inform us immediately if anything is incorrect.

1.5 Once a booking has been confirmed, offers and discounts cannot be applied retrospectively. The balance of the price of your holiday must be paid at least 70 days (10 weeks) before your departure date. If the balance is not paid in full by 10 weeks then your booking will be cancelled and you will forfeit your deposit and any other relevant charges.

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

1.7 Payment for your holiday can be made by credit/debit card or bank transfer. Any payment made by credit card will be subject to a 1.5% charge including VAT surcharge. We will accept payment by personal cheque provided that 7 days are allowed for the cheque to clear.

1.8 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 charter price.

1.9 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.

1.10 It is essential that you ascertain whether or not you can obtain relevant visas and inoculations before making your booking. We cannot accept any liability for tickets lost in the post.

1.11 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 price will not be considered to have been paid in full until the local payment has been made.

2. Your Holiday Price

2.1 All prices shown in any brochure are 'from' prices and shown as a guide only. They were accurate on the date published and we reserve the right to increase or decrease our prices, without notice. 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. Offers are not combinable unless expressly stated and may be withdrawn at any time. All quotations are provisional until confirmed in writing on your Confirmation Invoice. Before you make a booking we will give you the up-to-date price of your chosen trip including the cost of any supplements, upgrades or additional facilities which you have requested.

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

2.3 The prices quoted in any brochure are based on costs, exchange rates, taxes and levies as known as at 31 May 2017

Extras requested and paid for at base are subject to higher rates

3. Conditions of Hire

3.1 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. 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. The Hirer must conform to the rules of river navigation, and also the instruction given by the company and the river authorities. The Hirer shall restrict his cruising to those waters permitted by the Company. The Hirer shall not cruise after nightfall, nor engage in towing, sub hiring or lending of the boat.

4. Our Liability, Conditions of Carriage and Limitations

4.1 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. 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 your home country. The suppliers of the services and facilities included in your charter should comply with local standards where they are provided.

4.2 Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements. Our liability in all cases will be limited in accordance with and/or in an identical manner to any relevant international convention as detailed below. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices at Le Boat, DST House, St Marks Hill, Surbiton, Surrey, KT6 4BH, United Kingdom.

4.3 We shall have no liability where the cause of the failure to provide, or failure in, your charter or any death or personal injury you may suffer is not due to any fault on our part or that of our agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your charter and is unforeseeable or unavoidable, or is attributable to our employees, agents, subcontractors and suppliers and their staff whilst acting outside the scope of their employment, or is due to information, however obtained, from outside sources such as independent third party websites, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our agents or suppliers could have foreseen or forestalled, or related to any consequential loss not directly connected to the contract with us.

4.4 If any international convention applies to, or governs, any of the services or facilities included in your charter arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include, without limitation: in respect of international air travel, the Warsaw Convention 1929 (as amended) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your charter.

4.5 If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased in resort your claim should be directed to the activity provider and not to us.

4.6 We may operate trips in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those you normally expect. 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.

4.7 In 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.

4.8 Please note that any timings are estimates only. These timings may be affected by operational difficulties or weather conditions.

5. Cancellation

5.1 If you change or cancel your booking:

5.1.1 **If**, after our Confirmation Invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date, boat or destination, 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 signed by 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 £35 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.

5.1.2 In addition to the above, any alteration, whether a change to an existing booking or a change to another charter or departure date, will also be subject to payment by you of any costs imposed by any of the suppliers providing the component parts of the booking. If the trip to which you transfer is more expensive than the one you originally booked, a further deposit will also be payable. For the avoidance of doubt, the Company will not be responsible for any parts of your holiday booked independently by you.

5.1.3 Where you are unable to travel you can transfer your booking to another person, providing the following conditions are met:

- 5.1.3.1 you must notify us in writing at least 14 days before departure and give us authority to make the transfer; and
- 5.1.3.2 your request is accompanied by all original travel documents which you have received and the full name and address of the person to whom you wish to transfer your charter booking ("transferee"); and
- 5.1.3.3 the transferee is acceptable to us, accepts the transfer and these Booking Conditions and fulfils any conditions that apply to the booking; and
- 5.1.3.4 the transferee confirms that they have their own insurance in place, as your policy cannot be transferred, and the premium cannot be refunded; and
- 5.1.3.5 payment is made by you of an administrative charge of a minimum of £35 per person plus payment of all costs charged or levied by those supplying your travel arrangements.

Both the transferor and transferee will be jointly and severally liable for payment of the charter price and other associated expenses.

5.1.4 Should you request a major alteration within 10 weeks of departure date (such as, but not limited to, a change of date or location or boat style) then this will be treated as a cancellation and re-booking and the cancellation charges detailed below shall apply.

5.1.5 You, or any member of your party, may cancel your booking at any time providing that the cancellation is made by the Lead Name in writing. Notice of cancellation will be effective upon receipt by us of your written communication. As we start to incur costs from the time the contract is confirmed we will retain your deposit and in addition will apply other cancellation charges as shown below. These charges are based on how many days before your booked departure we received your cancellation notice. These charges are a percentage of the total cost of your booking, not including your insurance premium.

Period before departure date when cancelled	Cancellation Fee as a % of total holiday cost (excluding any insurance premiums and amendment fees already paid)*
More than 70 days before departure	Loss of Deposit
Between 70 days and 43 days (inclusive) before departure date	Loss of 40% of total holiday cost
Between 42 days and 15 days (inclusive) before departure date	Loss of 60% of total holiday cost
Between 14 days and departure date	100% of total holiday cost

*Please ask for full details of cancellation charges at time of booking. You will remain responsible for the full amount of your insurance premium and this will not be refunded in the event of your cancellation. You may however be able to transfer this cover to another charter. Please note that certain costs may be refunded should you cancel the entire charter (e.g. Collision Damage Waiver) before cancellation charges are applied

5.2 All communications relating to this contract (in particular any requests to cancel or amend your charter arrangements) must be from the Lead Name in writing and in English and sent by email to sales@leboat.co.uk (please call also to ensure your email has been received) or delivered by hand or sent by recorded delivery post to After Sales, Le Boat, DST House, St Marks Hill, Surbiton, Surrey, KT6 4BH, United Kingdom.

5.3 If we cancel or amend your holiday:

5.3.1 The arrangements for holidays in this brochure are made many months in advance and it is sometimes inevitable that changes or cancellations may need to be made. We reserve the right to make such changes should they become necessary. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. Sometimes we may have to make a major change to your booking. If a major change becomes necessary, we will advise you of the change as soon as reasonably possible. 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. If we have to make a major change to your holiday (other than due to your default in payment) you will have the choice of either:

- 5.3.1.1 accepting the change;
- 5.3.1.2 accepting an alternative holiday to the same or better standard and price (at the date of the change) if we are able to offer you one;
- 5.3.1.3 accepting a lesser holiday and a refund of the difference in price (where available); or
- 5.3.1.4 Cancelling your holiday in which case we shall give you a full refund of all monies paid.

5.3.2 We may also have to cancel your booking. However we will not cancel your booking less than 28 days before the scheduled departure date except for reasons of force majeure (as defined below), or failure on your part to pay the deposit and/or final balance, or any other reason beyond our 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.

5.3.3 Where we make a major change to or cancel your charter, except where a major change or cancellation arises from circumstances amounting to force majeure, consolidation due to minimum numbers not being attained, failure on your part to pay the deposit and/or final balance or for any other reason beyond our control, we will pay you, as a minimum, compensation as detailed below. Any compensation payable will be on these scales, based on how many days before your booked charter departure we tell you of a major change:

Period before departure date when we notify you of a major change	Compensation payable per person*
More than 70 days before departure	Nil
Between 70 days and 43 days (inclusive) before departure date	£10.00
Between 42 days and 15 days (inclusive) before departure date	£20.00
Between 14 days and departure	£40.00

5.3.4 This standard compensation payment will not affect your statutory or other legal rights. *We will only make one compensation payment for each full-fare-paying adult in the charter booking. Any children not paying the full adult fare will receive compensation on a pro rata basis of the adult fare.

5.3.5 We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed on your departure documents. If you make

such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements.

5.3.6 Circumstances amounting to "force majeure" include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riots, civil disturbances, industrial disputes, actual or threatened terrorist activity and its consequences, natural or nuclear disasters, fire, acts of God, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, closed or congested airports or ports, hurricanes, shortage of water, obstruction and/or repairs to any waterway, lock or navigational equipment, shortage of or non-availability of fuel and other actual or potential adverse weather conditions, epidemics, health risks or pandemics illness and any other similar events.

6. Insurance

6.1 Adequate and valid travel insurance is mandatory for all clients while on one of our trips. 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 and produce it if reasonably requested by Company employees or suppliers.

Le Boat has partnered with Campbell Irvine to offer a travel insurance scheme for UK residents details of which can be obtained from the sales teams or our website but you are responsible for satisfying yourself the cover is suitable for the entirety of your trip and offers an acceptable level of cover for you.

6.2 Our representative abroad has the right to see the policy so that appropriate advice and assistance can be given. In the event that you fail to provide us with the correct details of your own insurance as soon as possible or at all, you will be liable to us for any loss we incur as a result of your breach of this condition and any such costs will be redeemable from you.

7. Le Boat Collision Damage Waiver (CDW)

7.1 For all charters featured by us, you will be required to provide cover against accidental damage or loss to the vessel and ancillary equipment and either purchase Le Boat Collision Damage Waiver upfront or pay a higher Security Deposit at the base as further detailed below.

7.2 In the event you or your party cause damage or loss to the vessel (howsoever caused) or to property belonging to a third party you will be liable for the damage up to the value of the Security Deposit paid at the Base, except in the case of gross negligence as defined below.

7.3 If you or your party cause damage or loss to the vessel, any ancillary equipment or to property belonging to a third party and such damage or loss is caused as a result of your gross negligence or reckless conduct you will be liable for the full extent of the loss suffered and our right to claim against you will not be limited or waived in any way by the payment of the security deposit or purchase of Le Boat Collision Damage Waiver.

7.4 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 16 years of age driving the boat not being in control of the vessel by means within the control of the Skipper, non-respect of local navigation rules and navigation limits.

7.5 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.

Option 1: Collision Damage Waiver or CDW

If you choose to purchase the Collision Damage Waiver this will be added to your booking. You will be provided with the cost of purchasing the Collision Damage Waiver during the booking process which will be added to your overall holiday cost. In addition, you will be expected to pay a sum of between £200 and £600 (in local currency as below), depending on the size of your boat, as security deposit upon arrival at the Le Boat Base. The security deposit will be taken as a pre-authorisation on your credit card prior to embarkation and if you do not pay, 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.

Option 1	Daily Rate					Security Deposit		
	France, UK & Ireland	Italy	Germany	Belgium	Netherlands & Canada	Security Deposit Payable @ European Bases	Security Deposit Payable @ UK Bases	Security Deposit Payable @ Canada Base
Budget boats	£14	£15	£16	£17	£17	€250	£200	CA\$370
Comfort boats	£21	£22	£22	£24	£25	€350	£280	CA\$515
Comfort Plus boats	£22	£23	£24	£25	£26	€500	£400	CA\$740
Premier boats	£30	£30	£31	£32	£34	€750	£600	CA\$1,110

Option 2: Security Deposit

If you choose to pay a Security Deposit only you will be asked to pay a sum of between £1,800 - £2,600 (in local currency as below) depending on the size of your boat, as Security Deposit upon arrival at the Le Boat base. The Security Deposit will be taken as a pre-authorisation on your credit card prior to embarkation and if you do not pay, 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.

Option 2	France, UK & Ireland	Italy	Germany	Belgium	Netherlands & Canada	Security Deposit Payable @ European Bases	Security Deposit Payable @ UK Bases	Security Deposit Payable @ Canada Base
Budget boats	No Daily Rate Paid					€2,250	£1,800	CA\$3,325
Comfort boats						€2,500	£2,000	CA\$3,695
Comfort Plus boats						€2,750	£2,200	CA\$4,065
Premier boats						€3,250	£2,600	CA\$4,805

7.6 The Security Deposit payable under Option 1 and Option 2 can be paid by credit card.

7.7 The Security Deposit paid under either Option 1 or Option 2 will be used as security for any loss or damages suffered by the Company as a result of any breach by you of these booking conditions and any damage caused to the cruiser or its contents during the period of your arrangements. You cannot apply or deduct any portion of the security deposit from the final balance payable for your travel arrangements.

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 vessel, ancillary equipment or third party property.

7.8 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 shall, where applicable, refund the relevant Security Deposit paid by you to you as soon as reasonably possible. Please note that the Collision Damage Waiver monies pre-paid under Option 1 are a non-refundable sum to reduce your Security Deposit and in no circumstances whatsoever is such monies refundable.

7.9 In the event that we determine that accidental damage or loss was caused to the boat and/or its contents during the period of your arrangements, you will be liable to us for all losses and damages incurred by us as a result up to the value of the Security Deposit left at the base. In the event that we determine that damage or loss was caused to the boat and/or its contents during the period of your arrangements as a result of your gross negligence or reckless conduct, you will be liable to us for all losses and damages incurred by us as a result. In both instances we reserve the right to retain, where applicable, part or all of the relevant Security Deposit paid by you. We may use all or part 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.

7.10 Retention of the Security Deposit will not in any way limit or prejudice any claim which we may have over and above the sum of the Security Deposit paid by you where the loss or damage was caused or contributed to by your of any such losses or damages incurred by us over and above the sum of the security deposit paid by you. In the event that the losses or damages suffered by us as a result of any breach by you of these booking conditions and any damage caused to the boat or its contents during the period of your arrangements is less than the relevant Security Deposit paid by you, we shall refund, as relevant, part of the Security Deposit paid by you to you 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 relevant Security Deposit paid by you until the matter is resolved. Please note that if loss or damage caused by your gross negligence or reckless conduct is in excess of the level of the security deposit we reserve the right to pursue a claim against you for the full extent of our loss.

7.11 For the avoidance of doubt, where we make any refund to you of the relevant Security Deposit paid by you, any Le Boat Collision Damage Waiver fees also paid by you will not be refunded.

8. Visa, Health, Passport, Travel Documentation

8.1 It is essential that you ascertain whether or not you can obtain relevant visas and inoculations before making your booking, particularly for late bookings. Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you should check with the appropriate embassy, consulate or the British Foreign and Commonwealth Office for the exact requirements for your chosen charter and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you purchase from us. If you fail to do so, 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. In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are travelling. The Lead Name is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your passport office or the consulate in question if you have any queries. Clients travelling overland to certain destinations may need to also pass through controls of other countries en-route so this should be allowed for with any passport/visa applications.

8.2 Please note that for some trips, we need to request special permits and may need to request more information from you to do so.

8.3 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 two 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.

8.4 When assessing whether trips will operate we use information from our local offices in conjunction with advice from the British Foreign and Commonwealth Office and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by the relevant government bodies. Check the UK Government departments website at <https://www.gov.uk/browse/abroad> for advice and the latest information about passports, travel and living abroad, including without limitation foreign travel advice to specific countries.

8.5 When travelling to Canada you must check with your foreign office and the Canadian authorities that you have the correct passport and comply with the visa requirements. Under Canada's ETA program, citizens from countries other than the United States, who do not need a visa to enter Canada, will need to obtain an online authorization before flying to Canada, unless otherwise exempted. The earlier travellers get their eTA, the sooner they will benefit from knowing they have been pre-screened to enter Canada. A fee of \$7 is payable for processing an application for an electronic travel authorization. An application for an electronic travel authorization must be made by means of an

electronic system that is made available by the Department (Citizenship and Immigration Canada) for that purpose. An electronic travel authorization is valid for a period of five years from the day on which it is issued to the applicant or until the earliest of the following days, if they occur before the end of that period:

- (a) the day on which the applicant's passport or other travel document expires,
- (b) the day on which the electronic travel authorization is cancelled, or
- (c) the day on which a new electronic travel authorization is issued to the applicant.

9. Hirer's Suitability and Behaviour

9.1 The Hirer must accept responsibility for the proper conduct of him/herself and any members of their party. Le Boat 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 either refuses to comply with the instructions or orders of the company staff, agent or other responsible person, or 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.

9.2 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 any other traveller or our staff or agents in the UK or abroad in any risk or danger, on the telephone, in writing or in person.

9.3 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).

9.4 Waterways and river regulation must be followed. Applicable speed limits for each region will be advised locally and must be observed at all times

9.5 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 7 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.

9.6 Upon termination for any reason detailed in this clause 9 then our responsibility for your holiday ceases and we shall not be liable for any extra costs incurred by you.

9.7 For the purposes of this section reference to "you" or "your" includes any other person in your party.

10. Special Requests and Participation Requirements

10.1 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.

10.2 All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen charter as described in this brochure.

10.3 Unaccompanied passengers under the age of 18 years need a letter of consent to travel alone from a parent or legal guardian. The minimum age of unaccompanied travel is 16 years of age on the date of departure.

10.4 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 all monies paid will be forfeit.

10.5 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.

11. Accidents and Loss/Damage of Equipment

11.1 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.

11.2 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.

12. Embarkation/Disembarkation and Cruising Route and Navigational Restrictions and Technical Assistance

12.1 Embarkation & Disembarkation: Boat embarkation time is from 16:00 on your start day and disembarkation must be by 09:00 on the final day. For an additional fee(s), and subject to operational constraints, early boarding from between 11:00-12:00 and after 14:00 and late check-out until 12:00 can be pre-booked and will be detailed on your booking confirmation summary.

12.2 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.

12.3 The Le Boat brochure offers a number of cruising suggestions for each region based on our experience and knowledge of the area. At the start of your cruise 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. Our Customer Guarantee does not cover 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. Please contact the sales team prior to departure if you wish to cruise on any waterways not covered in our brochure.

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

12.5 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.

12.6 In the event of a technical failure not attributable to the Hirer, and if repairs are not completed within 4 working hours after informing the base, the Hirer will be entitled to compensation in the form of a discount on a future cruise. The value of the discount will be calculated based on the cost of the cruiser and in proportion to the time of immobilisation. No claim may be instituted against the Company regarding a technical problem which was not reported by the Hirer during the cruise.

13. 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.

14. 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.

15. Return of the Boat / Cleaning Service

15.1 The boat must be returned by 09:00 on your final day at the correct base, unless you have booked and paid for a late check-out, in which case the boat must be returned by 12:00. Late returns will incur an abandonment fee of £700 (in UK) / €1,000 (in the rest of Europe) and CA\$1,500 (in Canada). All customers must return the boat in a reasonably clean state with the following completed: i) all rubbish neatly bagged up; ii) all crockery and utensils cleaned and re-stored; iii) beds stripped; iv) decks mopped; v) bathrooms and toilets cleaned. If the boat is left in an unsatisfactory condition, the boat's cleaning fee will be charged to the customer.

15.2 Cleaning service: You may pay an additional cleaning fee of £70-£130 dependent on the size of the boat and we will take care of the final cleaning of your boat. In this case all you are asked to do is to bag up your rubbish & all crockery and utensils must be cleaned and re-stored.

15.3 To allow for additional cleaning, a £45-£50 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.

16. Fuel Charges & Fuel Deposit

16.1 Fuel is charged according to market rates and is subject to fluctuations in diesel prices. At the time of going to press, the hourly fuel charge is £4-£10 (in UK) / €5-€15 (rest of Europe) / CA\$12 – CA\$14 (in Canada) depending on boat type and usage, but could have since changed. Fuel is payable in local currency. In all regions, Le Boat charges for fuel 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.

16.2 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 a Fuel Deposit, payable locally in local currency. At the end of your holiday you will either pay an additional fuel cost to cover the amount of fuel actually used, or you will be due a refund if your fuel consumption is less than the deposit paid.

17. Car Transfers

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

17.2 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.

18. Complaints

18.1 If you have a complaint while embarking on your boat such as cleaning, missing inventory, linen or any other item, please notify our staff before set off. In such case, we will be able to help you immediately.

18.2 If you have a complaint whilst you are on holiday, please inform the base manager or a Le Boat 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 Le Boat office at customerservice@leboat.com or your travel agent. Please note that if do have any reason to complain, you must complain as soon as reasonably possible to the relevant person (for example, the base manager or base receptionist) who will do everything reasonably possible to resolve the problem. Failure to take these steps and give us an opportunity to make things right at the time may significantly affect your ability to seek compensation later.

18.3 We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

19. Privacy Policy

Crown Travel Limited's Privacy Policy sets out what information we collect, how we collect it, and what we do with it. Our Privacy Policy applies to you and is available on our website and through other channels. In all your dealings with us you must ensure that others you represent are aware of the content of our Privacy Policy and consent to your acting on their behalf.

INFORMATION ABOUT YOU

Your Information

This refers to a combination of information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including your social preferences, interests and activities and any information about other persons you represent (such as those on your booking). Your information is collected when you request information from us, contact us (and vice versa), make a booking, use our

website(s)/apps, link to or from our website(s)/apps, connect with us via social media and any other engagement we or our business partners have with you.

We will update your information whenever we can to keep it current, accurate and complete.

Our Use of Your Information

(1) For the purpose of providing you with our services, holiday, security, incident/accident management or insurance, etc., we may disclose and process your information outside the UK/EEA. In order for you to travel abroad, it may be **mandatory** (as required by government authorities at the point(s) of departure and/or destination) to disclose and process your information for immigration, border control, security and anti-terrorism purposes, or any other purposes which they determine appropriate. Some countries will only permit travel if you provide your advance passenger data (for example CARICOM API and US secure flight data). These requirements may differ depending on your destination and you are advised to check. Even if not mandatory, we may exercise our discretion to assist where appropriate.

(2) We may collect and process your information for the purposes set out below and in our registration with the Office of the Information Commissioner, and disclose the same to our group companies for business purposes and also to companies and our service providers who act as "data processors" on our behalf, or to credit and fraud agencies (some of whom are located outside the UK/EEA). These purposes include administration, service, quality and improvement-related activities, customer care, product innovation and choice, business management, operation and efficiencies, re-organisation/structuring/sale of our business (or group companies), risk assessment/management, security, fraud and crime prevention/detection, monitoring, research and analysis, social media, reviews, advertising and marketing, loyalty programmes, profiling customer purchasing preferences, activities and trends, dispute resolution/litigation, credit checking and debt collection.

(3) Information (such as health or religion) may be considered "sensitive personal data" under the Data Protection Act 1998. We collect it to provide you with our services, cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data on the condition that we have your **positive consent**. By booking with us you also agree for your insurers, their agents and medical staff to exchange **relevant** information and sensitive personal data with us in circumstances where we/they need to act on your behalf or in the interest of passengers or in an emergency.

If you do not agree to Our Use of Your Information above, we cannot engage/do business with you or accept your booking.

Marketing Material

(1) Using your information, we may from time to time contact you with or make available to you (directly or indirectly) information on offers of goods and services, brochures, new products, forthcoming events or competitions from our holiday divisions and our group companies. We will tailor the information you receive or see; this will enable us to make available to you more personalised and relevant communications. We may use innovative technologies and work with business partners to achieve this.

(2) We will assume you agree to email when you make an e-booking or provide us with your email in other situations such as in-store, competitions, promotions, prize draws and social media. However, we will always give you the opportunity to opt out when you provide your details and you can always subsequently unsubscribe from our emails (see 'Your Rights' below).

(3) If you do not wish to receive such information or would like to change your preference, please refer to point (2) of "Your Rights" below.

Your Rights

(1) On completing our Data Subject Access Request form, you are entitled to a copy of the information we hold about you (for a £10 fee) and to correct any inaccuracies.

(2) You have the right to ask in writing not to receive direct marketing material from us. If available, you can amend your previous preference on our website(s), use our "unsubscribe email", opt-out of personalised emails or refer to our literature containing instructions. Once properly notified by you, we will take steps to stop using your information in this way.

(3) For a list of relevant brands, please send us your request.

Please write to Crown Travel Limited, Legal Department, Origin One, 108 High Street, Crawley, West Sussex, RH10 1BD, United Kingdom.

Foreign Controls

Outside the European Economic Area (EEA), data protection controls may not be as strong as the legal requirements in this country.

USE OF TOOLS/"Cookies" and Links to Other Websites

If our contact and dealing with you is via our website(s) or other e-platforms where our advertising is displayed, cookies may be used. To find out more about the types of cookies on our website(s), how we use cookies, to disable them or to change your preference and more, please refer to the information provided on our website(s). Other e-platforms may have different options and instructions. **By using our website(s), you consent to our use of cookies.**

Our website(s) may contain links to third party websites or micro-sites not controlled or owned by us. For example, reference sites or ancillary products and services sites or websites owned by our sister companies. It is your responsibility to check the status of these sites before using them. Please read their applicable terms and conditions, etc. carefully.

Monitoring

To ensure that we carry out your instructions accurately, improve our service and for security and fraud, we may review, monitor and/or record: (1) telephone calls; (2) activities using CCTV in and around our premises; (3) transactions and activities at all points of contact; and (4) web, social media and app traffic, activities, etc. All recordings and derivative materials are and shall remain our sole property.

Security Statement

We have taken all reasonable steps and have in place appropriate security measures to protect your information.

Changes to this Policy

Any changes to this Policy will be either posted on our website, brochure and/or made available on request.

DATA NOTICES

Customer Data: To provide your holiday and ensure that it runs smoothly, we (and your travel agent, if you use one) need to use information such as your name and address, special needs, dietary requirements, etc. Please be informed that we must pass it to suppliers of your travel arrangements, including airlines, hotels and transport companies; we may also supply it to security or credit checking companies, and to public authorities such as customs and immigration. When you make this booking, you consent to this information being passed to the relevant people. Information held by your travel agent is subject to that company's own data protection policy.

20. Law and Jurisdiction

If you booked your holiday in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the Internet), this Agreement, and any claim or dispute arising from or related to this Agreement, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Scotland, this Agreement, and any claim or dispute arising from or related to this Agreement, will be governed by Scottish law and the courts of Scotland shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Northern Ireland, this Agreement, and any claim or dispute arising from or related to this Agreement, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it.