

## General Hire Conditions

### INTERPRETATION

The whole of this document, including the premise, constitutes the general hire conditions.

The annulment of one of the clauses of the general conditions does not imply the cancellation of all the general clauses. The clause declared null must be replaced by clauses that are as similar as possible to that cancelled, in order to take into account the will of the parties and in the light of the principle of the general economy of the contract.

### 1. PARTS OF THE CONTRACT

In the present general conditions, by these terms is meant:

- "Company" the company Houseboat Holidays Italia Srl, based in Italy and registered with the Chamber of Commerce of Venice Rovigo (no. RO135089), with which the contract was signed, i.e. the company from which the Boat was leased;
- "The Lessee" the person who signs the lease;
- "The on-board Manager" is the person who takes possession of the Boat on the day of departure;
- "The Boat" the vessel that was booked by the Lessee, or the one that was made available to the Lessee or the on-board Manager.

### 2. BOOKING

The Boat will not be booked, and the lease will have no effect:

- a. before the Company or its representative (travel agent) has received the completed hire contract, signed (including digitally), and accompanied by the corresponding deposit
- b. before the booking confirmation has been issued by the Company: the Company undertakes to send the booking confirmation within 10 days of receipt of the deposit.
- c. The options (provisional bookings) will be retained for 3 days before being automatically cancelled if the hire agreement and the 35% deposit have not been received by the Company.
- d. in the hypothetical situation of a booking made less than 42 days before departure, the Lessee will have to pay the total sum for the booking to be confirmed by the Company.

### 3. BALANCE OF THE CONTRACT

The balance of the contract must be paid to the Company or its agents, 42 days before departure.

If payment is not received within this period, the Company reserves the right to cancel the booking without refunding the deposit.

### 4. RATES

The hire rate is intended for the entire Boat, and not per capita, unless otherwise communicated.

The rates presented in the brochure are to be considered indicative and may vary during the course of the season. The price of your contract will be communicated in advance by a written quote valid for a

limited time period. The indicated price will be guaranteed only during the period of validity of the estimate, normally 7 days unless otherwise indicated.

## **5. FITNESS OF LESSEES**

The Lessee and the on-board Manager must be of legal age. At least 2 adult, able and athletic people are required on board to act as skipper and co-skipper. However, we recommend a crew of 3-4 people to manoeuvre the Boat more easily. In the event that the Lessee is not also the on-board Manager, he undertakes to deliver the documents and information that was previously communicated to him by the Company to the on-board Manager. An informative briefing will be provided to the on-board Manager to enable him to acquire the necessary knowledge for navigation. The on-board Manager is responsible for his personal conduct and that of his crew; he must comply with the rules and laws in force and with the guidance given by the local authorities; the on-board Manager is subject to the obligation of preliminary training and to all the rules that prudence and safety impose. In the event that the person in charge does not comply with the law, any regulations and the rules of prudence and safety, demonstrating risk-free behaviour for the safety of property and persons (for example by manifesting an obvious inability or acting under the effect of alcohol, drugs or other substances that alter consciousness or cognitive abilities), the Company reserves the right to withdraw from the contract and to reappropriate the Boat or end the holiday without warning. In these circumstances the Company's responsibility for the holiday ceases and the Company will no longer be responsible for the extra expenses generated by the conduct of the on-board Manager.

## **6. INTERNATIONAL CONVENTIONS**

If an international convention applies to services or facilities included in holidays organized by our company or proposed by one of our suppliers and there is subsequently a complaint against the Company following death, an accident, loss or damage incurred during or after the cruise or after the provision of these services or facilities, our responsibility to pay a fee and/or compensation (if necessary) will be limited in accordance with and/or in an identical manner to that provided for in the current international convention, including that concerning the conditions of liability, the period for complaints, and the type and amount of damages that can be attributed. To avoid confusion, this means that the Company is considered as beneficiary of all the compensation restrictions stipulated in the international agreements applicable to the services we have provided. We cannot be held responsible for any loss or damage, save those mentioned here.

## **7. BOAT INSURANCE**

The Company will take care of insurance covering accidental damage caused to the Boat or to third parties due to the Boat. The insurance policy does not cover breakage or theft of material or equipment, poor maintenance of the Boat, or the loss or theft of the personal assets of the Lessee, on-board Manager or other persons on board. The insurance policy does not cover possible accidents involving people on board and is limited to their civil liability. The Lessee is informed of the fact that it is his responsibility, if necessary, to sign for any additional insurance relating to personal injury or liability insurance covering all persons on board.

## **8. SECURITY DEPOSIT AND INSURANCE EXCESS**

All hire contracts require the payment of a security deposit upon boarding at the base, as specified in the 2 alternative and non-cumulative options shown below.

- a. In the event that the Lessee or another crew member is responsible in any way for causing damage or loss to the Boat or the property of third parties, the Lessee will be held liable for such damages up to the value of the amount of the security deposit paid, except in cases of gross negligence as defined below.
- b. In the event that the Lessee or another crew member is responsible for damage or loss to the Boat or third-party property and such damage or loss is caused by serious negligence or imprudent behaviour, the Lessee will be held responsible for the entire value of the damage and the Company's right to compensation from the Lessee will not be subject to limitation or waiver, regardless of the deposit or the stipulation of the "CDW" damage package.
- c. Examples (not exhaustive) of what are considered acts of gross negligence and imprudence are navigating under the influence of alcohol and/or drugs, insufficient crew during navigation, driving of the Boat by a minor, and failure to comply with the rules of local navigation and navigation limits.
- d. During the booking process, there is the opportunity to stipulate the "CDW" Damage Package as an extra, non-mandatory service, as defined below. This subscription will result in a significant reduction in the Lessee's responsibilities and is a non-refundable service.

### **Option 1**

#### **"CDW" Non-Refundable Damage Package + Reduced Refundable Deposit (refundable)**

In the case of stipulation of the "CDW" Damage Package, the amount will be included in the booking. The cost of purchasing the policy will be specified during the booking process and added to the total amount of the holiday. The value of this service is related to the Boat model and is explained within the contract. This amount is not refundable.

The stipulation of the "CDW" Damage Plan guarantees a substantial reduction in the refundable security deposit which must be paid in cash or credit card at the departure base. The amount of said deposit is related to the model of vessel chosen.

Payment of the security deposit must be made at the time of boarding and, if this does not occur, the Company reserves the right to cancel the booking without any responsibility or obligation to refund, and the Lessee will lose the right to use the service.

### **Option 2**

#### **Security deposit (refundable)**

In the case of refusal of the "CDW" Damage Package, a refundable security deposit is required which must be paid in cash or by credit card at the departure base at the time of boarding. The amount of this deposit is related to the model of vessel chosen.

Payment of the deposit must be made before boarding and, if not, the Company reserves the right to cancel the booking without any responsibility or obligation to refund, and the Lessee will lose the right to use the service.

All the details are shown in the contract.

- a. Payment of the security deposit (Option 1 and Option 2) can be made in cash or by credit card - no cheques.

- b. The security deposit paid (Option 1 and Option 2) is required for coverage in case of loss or damage suffered by the Company resulting from the violation by the Lessee of the booking conditions or any damage caused to the vessel or its equipment during the hire period. It is not possible to deduct, even partially, the cost of the security deposit from the balance of the final amount corresponding to travel costs.
- c. Before embarking, a form must be filled out confirming correct understanding of obligations in the event of loss or damage to the vessel, equipment and third-party assets.
- d. At the time of returning the Boat to the base following the hire period, the staff at the base will carry out an inspection of the vessel. In the case of a positive result, or where no damage to the Boat is present, the staff will proceed, where applicable, to refund the deposit in the shortest time reasonably possible. Please note that the amount of the prepaid "CDW" Damage Plan in accordance with Option 1 is not redeemable under any circumstances and that the sole purpose of the payment of this non-repayable sum is to reduce the amount of the security deposit.
- e. In the case of accidental damage or loss to the Boat and/or its equipment during the hire period, the Lessee will be held responsible for all damage and losses suffered by the Company up to the value of the security deposit paid to the base. In the case of accidental damage or loss to the Boat and/or its equipment due to gross negligence or imprudent conduct during the hire period, the Lessee will be held responsible for all damage and losses suffered by the Company. In both cases, the Company reserves the right to withhold, where applicable, all or part of the security deposit paid. The paid security deposit can be used partially or in its entirety in order to repair any damage caused to the Boat or its equipment during the hire period, including, by way of example, any Boat lifting costs to perform a complete damage assessment.
- f. The retention of the security deposit does not affect or limit in any way any requests for compensation made by the Company over the value of the security deposit paid by the Lessee in the case in which the loss or damage caused directly or indirectly by the Lessee results in loss or damage suffered by the Company exceeding the amount of the security deposit paid by the Lessee.
- g. In the event that the loss or damage suffered by the Company due to a violation of the booking conditions by the Lessee and/or due to any damage caused to the Boat or its equipment during the hire period are less than the security deposit paid by the Lessee, the Company will reimburse the corresponding amount of the security deposit in the shortest time reasonably possible, following repair of the damage or the assessment of repair costs. In the case of disagreement regarding the loss or damage, the security deposit will be held by the Company until the dispute is settled. Note that in the case of loss or damage due to negligence or imprudent conduct of a higher value than the deposit paid, the Company reserves the right to demand compensation for all damage from the Lessee.

## **9. FORCE MAJEURE**

Our technical staff are committed to intervening as quickly as possible when needed, but the Company cannot be held responsible and is not held to any compensation if such intervention is delayed or made impossible by force majeure. By force majeure is intended the following causes: fires, floods, explosions, hurricanes or climatic factors, as well as accidental damage beyond our control; too high or too low water levels, obstruction or repair of waterways, locks or structures designed for navigation; the lack or non-availability of fuel; riots or civil protests, strikes, industrial action or nuclear disasters, bad weather, blockade of ports; or wars, threats of war, or terrorist acts or threats that prevent the Company from making the Boat available to the Lessee or which result in the interruption of the cruise. In the case of too high-water levels, the cruise can be postponed and carried out only during the

current season.

Complaints: if the Lessee wishes to make a claim during the cruise, he must immediately inform the Base Manager in such a way that the provisions are made quickly.

Any claims subsequent to the cruise must be received by the Company within 28 days of the last day of the cruise and must be sent by registered letter or email with acknowledgement receipt.

## **10. BOARDING/DROPPING OFF AND CRUISE ITINERARY**

Boarding time: between 4:00 pm and 5:30 pm/6:00 pm on the day of departure.

Boat drop-off time: at 9:00 am on the last day.

With a supplement and subject to availability, you can request priority boarding (between 11:00 am and 12.00 am or after 2.00pm) and/or late return of the vessel (12.00).

The Company reserves the right for operational reasons beyond its control (in particular floods, mandatory repairs of locks, or unexpected closure or repair of inland waterways) to change the boarding and disembarking location, to reverse the direction of one-way cruises, to change one-way cruises to round-trip cruises or vice versa, and to make available a vessel of similar or higher standards and capabilities. If the aforementioned events make the cruise impossible, the sum paid can be kept for a further holiday to be decided between the parties. These changes are not under any circumstances grounds for cancellation and will not result in any increase in the hire price of the Boat borne by the Lessee. Furthermore, the Company will reimburse all surcharges paid for one-way cruises transformed into round-trip cruises. In the case of vehicle transfer for a one-way cruise, the Company cannot make this service available for the following vehicles: vehicles over 3.5 t, campervans, motorcycles, and caravans.

## **11. NAVIGATION LIMITS**

Boats can only navigate within the limits indicated in the documentation provided to the Lessee or to the Company's on-board Manager. The on-board Manager and the Lessee must comply with the laws and the regulations in force, the instructions provided by the competent authorities, and the prohibition to lend or sublet the Boat or take on more people than expected, and in general must observe all the rules of prudence and safety. The Company reserves the right to limit the areas of navigation in the case of uncertain or unusual navigation conditions. Prior to your departure you will receive detailed documentation on your cruise region. Towing costs resulting from non-compliance with the navigation restrictions or the regulations in force will be charged to the on-board Manager. Locks are not open on certain public holidays, such as 1 May, 1 November and July 14 in the majority of navigation regions. For more information, contact our sales staff.

Among the limitations and prohibitions which are always active, unless communicated otherwise by the Company's staff, we hereby mention:

- a. Navigation after 6 pm (4 pm in April and October)
- b. Navigation in the open sea beyond the coastline
- c. Navigation in adverse weather conditions and sustained wind above 15 knots.

## **12. IMPRACTICABILITY OF WATER WAYS/NAVIGATION RESTRICTIONS**

The Lessee will not be liable or indemnified in the case of the interruption or limitation of the cruise according to the route envisaged in the contract if caused by closure of the waterways for technical or administrative reasons, strikes, flooding, lack of water and other bad weather, as well as all circumstances beyond our control. In these conditions the Lessee can change the cruise location and departure and return dates, on an equivalent or superior vessel. Should these events make the cruise impossible, the amount paid can be used for one further journey, to be agreed between the two parties. In the absence of this, as the Charterer is not held to issue a refund, the amount paid will be retained and the cruise can be postponed and carried out only during the current season. If necessary, the one-way cruise surcharge will be reimbursed.

### **13. TECHNICAL ASSISTANCE**

The Company undertakes to provide a technical support service during normal office hours 7 days out of 7 and to deal quickly with breakages or technical accidents, depending on the material and the staff available. In the case of breakdown, the on-board Manager must immediately contact the departure base for repairs to be performed. The Lessee will not have the right to claim or request compensation from the Company in the case of stranding, equipment breakages or engine failure due to the negligence, shortcoming or error of the on-board Manager or his crew. In such cases, the Company reserves the right to claim all costs incurred to repair such damage back from the on-board Manager or the Lessee. In the hypothetical situation in which the stranding, breakage, or engine failure is not attributable to the Lessee or the on-board Manager and breakdown repair does not take place within 4 working hours following the Lessee's report (opening hours are from 8:30 to 12:30 am and from 2:00 to 6:00 pm), the Company will indemnify the Lessee with a discount applicable to a subsequent cruise, calculated pro-rata on the basis of the daily hire price, excluding extras and additional services). No complaint can be submitted to the Company if it relates to a technical accident not reported by the on-board Manager during the cruise.

### **14. EXPENSES, FINES AND REPORTS**

The on-board Manager only shall respond to reports, fines and confiscations by the relevant authorities. In the case of seizure of the chartered Boat, the Lessee will be required to pay the Company fixed asset compensation corresponding to the hire rate in force, increased by 30%.

### **15. CANCELLATIONS AND AMENDMENTS**

#### **a) By the Lessee**

To cancel or modify a reservation, the Lessee must inform the Company in writing via registered letter with acknowledgement receipt, fax or email. The terms foreseen in the scale below are calculated from the Company's receipt of the written communication provided for in this clause. The cancellation or modification will be taken into consideration on receipt of the written communication and the amount calculated on the following basis:

#### **Cancellation and modification conditions:**

- a. more than 42 days from the date of departure -> cancellation fee equal to 35% of the contract amount**
- b. less than 42 days from the departure date -> cancellation fee equal to 100% of the contract amount**

Further notes:

- a. for any change from a round-trip cruise to a one-way cruise, a one-way surcharge is payable. Region or base changes are subject to availability and cannot in any case justify a cancellation.
- b. Any change of Boat, region/state, departure date or departure or arrival base less than 42 days before departure is equivalent to a cancellation. However, the Company reserves the right to accept minor changes where possible by applying an administrative fee of € 50.

#### **b) By the Company**

If, due to circumstances beyond its control, the Company cannot make available to the Lessee, for all or part of the remaining hire period to be covered, the Boat booked or a Boat of a similar or higher capacity and standard to the one booked, the amount paid by the Lessee can be used for a further holiday, to be agreed between the two parties, corresponding to the days of non-use, without the Lessee being able to take further steps against the Company. By circumstances beyond its control are intended: flooding, repair work on locks, unforeseeable closure or repair of waterways, riots, strikes, and natural disasters. The Company will notify the Lessee of this cancellation or change as soon as it becomes aware of it.

#### **16. CANCELLATION INSURANCE/TRAVEL INSURANCE**

The Company proposes to the Lessee a Cancellation Insurance policy from the preventive phase, which can be accepted at the Lessee's discretion. We recommend protecting your holiday by signing up for the cancellation policy. The Company will provide all the details of the coverage and the insurance company's proposal prior to signing the hire contract. The signing of this policy cannot be carried out after the signing of the Hire Contract. To verify the terms and conditions, refer to the terms and conditions of the insurance company.

The Company can implement travel insurance coverage in addition to only cancellation coverage by proposing additions upon customer request.

#### **17. ACCIDENTS, DAMAGE AND LOSS OF EQUIPMENT**

The on-board Manager undertakes to immediately report to the Company any accidents that occur to the crew or vessel. He undertakes to complete the Incident Report inside the Logbook and ask the third parties involved to fill it out and sign it. Consequently, any omission or negligence that may be committed in the relationship will be imputed entirely to the on-board Manager, who shall be responsible for accidents and damage that have not been mentioned, but whose consequences remain at the end of the hire. The on-board Manager shall not repair any damage to the Boat or technical failures without the Company's authorization. At the end of the cruise, the on-board Manager must report to the Company any external damage to the Boat and at the same time sign the inventory form for the equipment. The on-board Manager undertakes to report all other damage suffered by the Boat, any loss or theft of equipment, and all damaged equipment on his return to base. Damage to the Boat or losses will be deducted, in whole or in part, from the Lessee's security deposit. In every case, the Manager is personally responsible for accidents and/or losses caused by an intentional or unjustifiable error on his part, a lack of compliance with safety rules with particular reference to what is reported in paragraph 11 of this document, or a lack of prudence in navigation, especially in the case of driving under the influence of alcohol or under the influence of other substances that alter consciousness or cognitive abilities, which are always prohibited. The on-board Manager is informed that, in the case of

breakdown, he is required to take all necessary measures in order to best preserve the crew, the Boat and its equipment and to notify the Company in the shortest possible time to ask for instructions.

## **18. RETURN FROM THE CRUISE**

The Boat must be returned to the Company at the end of the cruise at the time and place provided for in the contract. The Company reserves the right to be reimbursed by the on-board Manager or Lessee for all expenses related to a delay in dropping off the vessel, as well as the cost of abandonment for the amount of € 1000 if the Boat is not delivered to the intended landing place, excluding cases of force majeure.

The Lessee must in all cases return the Boat in the state in which it was delivered according to the inventory done at the start. You will have to throw away the rubbish, wash and store used crockery (dishes, pans, etc.), remove the sheets from the beds and clean the upper deck as well as the bathroom and toilet, otherwise the Company reserves the right to apply a penalty.

## **19. BOAT CLEANING PACKAGE**

If you do not want to take care of the Boat cleaning at the end of the cruise, you can pay for an extra cleaning service. You will still be required to remove rubbish, wash and put away dishes, and remove sheets from the beds.

## **20. FUEL EXPENSES**

Fuel is an Obligatory Extra cost to be paid at the boarding base by prepaid deposit lump sum.

Fuel costs may change during the season depending on the performance of the fuel market. The quantification is of lump-sum type based on real engine hours. Before departure, the Lessee or the on-board Manager will be informed about the hourly cost of fuel and will note what the navigation time detector indicates at the start. At the end of the cruise, depending on engine hours, you will be reimbursed for the difference or you will be asked for an additional payment to cover the difference.

## **21. EXTRA NON-OBLIGATORY AND OTHER COSTS FOR YOUR CRUISE**

The Company proposes many extra services without obligation to purchase that can be consulted on the site [www.houseboat.it](http://www.houseboat.it)

You will need to pay for any services used outside our base, such as moorings in ports, shore electricity, port services (showers, etc.), and water loading/unloading.

## **22. DESCRIPTION OF BOATS AND AVAILABILITY**

The equipment listed, characteristics and illustrations of the Boats in the catalogue are only indicative. Some models within the same category may display small differences, such as the position or colour of beds, fridges, bathrooms and showers. These differences in no way alter the characteristics of the Boat or the quality of its performance. The information on our fleet in each cruise region is correct at the time of printing but may change during the season.

## **23. ANIMALS**

Please note that up to 2 pets per Boat can be accommodated at extra cost. You must have the



appropriate kennel or basket as dogs may not sleep on beds and sofas. Onn your return to base the need for additional cleaning will be assessed and, if applicable, charged for.

#### **24. CAR TRANSFER**

The staff of our bases can also transfer hire cars, but you must check with the rental company if such transfer is allowed in the rental agreement. If so, your rental company could charge you extra to add the name of a member of our staff as a car driver. For operational reasons, it is not possible to know the name of said driver until the week of departure. Staff may only drive vehicles covered by an Italian B category license. Vehicles that are too complex or cumbersome may be refused.

#### **25. PRIVACY POLICY**

Information pursuant to EU regulation 2016/679, of Legislative Decree 30 June 2003, no. 196 and Legislative Decree 10 August 2018, no. 101.

For all the provisions regarding privacy and processing of personal data, please refer to the specific documentation remembering that it is an integral part of the hire contract and must be digitally consented to at the time of signing the contract.

#### **26. LAW APPLICABLE TO THE CONTRACT**

The law applicable to this contract is Italian law.