

## **GENERAL CONDITIONS**

1. THE RENTER, called the "Cruise Captain" is directly responsible for all that with which he will be entrusted. He shall be over 18 years of age and upon embarkation he shall be required to produce an identity document. In the event that VENICE HOUSEBOATS establishes a lack of trustworthiness, it reserves the right to limit the autonomous navigation of the hired vessel.

2. **BOOKING AND PAYMENT**

The booking may be considered as operative from the time VENICE HOUSEBOAT receives the duly signed "booking form" that has been properly filled in and is accompanied by the confirming deposit. The hire contract may be considered valid and confirmed only after the RENTER has paid the whole amount agreed; payment must reach VENICE HOUSEBOAT at least 30 days prior to the day fixed for the start of the hire.

3. **DEPOSIT**

The amount required as a deposit is indicated on the VENICE HOUSEBOAT price list. Such deposit will have to be paid in cash or by bank draft prior to embarkation; it will be entirely refunded at the end of the cruise on condition that the boat and its equipment are returned at the time and place agreed intact, clean and free of any debts in favour of third parties, and, that no accidents due to incapacity occurred during the cruise which required rescue interventions.

4. The bank details of the Renter will be retained as a guarantee against any unreported consequential damages that could not be verified on the day of return.

5. **DELAY IN RETURNING THE VESSEL**

Without the express consent of the Lessor, the contract will not be considered as renewed unless, once the agreed period has expired, the Renter retains possession of the boat. (L. D. dated 18 July 2005, Para. 1 Sect. 43). Unless otherwise agreed between the parties, in the event of a delay in the return by the Renter for a period not exceeding a tenth of the hire contract, does not give rise to damages but the Lessor is owed, for the period of time exceeding the duration of the contract, compensation that is double the amount agreed in the contract same (L. D. dated 18 July 2005 Para. 2 Art. 43).

6. **WITHDRAWAL BY THE RENTER**

In the case the RENTER has to withdraw from a cruise that has already been booked, he shall have to inform VENICE HOUSEBOAT both by telephone and in writing (also by electronic mail).

Said withdrawal will involve:

- a) The loss by the RENTER of the deposit in the event the notice is received by VENICE HOUSEBOAT up to thirty days prior to the date foreseen for embarkation.
- b) The payment by the RENTER of a penalty equal to the entire amount agreed for the hiring of the boat in the event the notice is received less than thirty days prior to the date foreseen for embarkation.

VENICE HOUSEBOAT may opt to waive (either totally or partially) the application of the penalty referred to in point b), in the event it finds other clients for the period left open following the notice from the RENTER.

- 6 bis. **WITHDRAWAL BY VENICE HOUSEBOAT**

In the case in which the LESSOR is unable to hire the boat in the period agreed, it will have to give immediate communication to the RENTER both by telephone and in writing (also by electronic mail), with the simultaneous proposal of at least two alternative dates for the cruise. In the event that neither of the two dates is accepted by the RENTER, the contract will be cancelled and the deposit returned.

7. **CANCELLATION PLAN**

If upon booking you wish to cover yourselves from the financial risks of a possible misfortune, VENICE HOUSEBOATS offers you the possibility to sign up for supplementary insurance. This possibility become active if you decide to cancel the holiday for one of the following reasons: illness or serious accident; death of the policyholder, of his parents and children; dismissal or professional changes, serious damages to his main residence. These guarantees are extended to all the components of the crew recorded on the booking form and will guarantee you reimbursement from VENICE HOUSEBOAT of the amounts paid for the hire with the sole exclusion of the what has been paid for the insurance and 150 Euros to cover secretary costs.

#### 8. INSURANCE COVER

It includes the damages to the boat and equipment, civil responsibility towards third parties and passengers, emergency transport in the event of an accident or illness, salvage of the boat. The policy does not cover the damage or theft or loss of the goods of the persons on board and also at its private moorings, and in this event VENICE HOUSEBOATS accepts no responsibility.

#### 9. ASSISTANCE

The cost of the hire includes assistance in the case of engine breakdown. VENICE HOUSEBOATS undertakes to ensure assistance in the best manner and as quickly as possible, on condition that the boat is within the waters of the lagoon where you will be allowed to navigate and which will be specified at embarkation. In the case the assistance intervention is discovered to arise from the negligence of the client or in the case of running aground, compensation will be requested. This compensation will be proportionate to the damage and the length of time that the vessel is inactive (boat stationary) arising from the negligence of the client. The Renter undertakes to notify VENICE HOUSEBOAT by telephone and in good time of any accident or damage and will refrain from any enterprise not determined by urgency. The Renter who is the cause or victim of an accident, grounding or following an unforeseen breakdown of the engine or the equipment in the event the cruise is jeopardized, can not claim any refund from VENICE HOUSEBOATS.

#### 10. EMBARKATION

The boat will be available to the RENTER on the day, hour and place agreed after certain formalities have been completed:

- Registration of a document of the "Cruise Captain" and of the other persons that will occupy the boat.
- Payment of the deposit and of any outstanding balance.
- Technical instructions on the use of the boat instrumentation.
- Examination of the nautical charts, requirements and navigational suggestions.
- Possible short trial run.

#### 11. DISEMBARKATION

The boat must be returned at the place and on the day and hour fixed by VENICE HOUSEBOAT in a good state of order and cleanliness. The RENTER undertakes to notify VENICE HOUSEBOAT of all the equipment lost or damaged and anything else not in perfect working order. Furthermore, any dents or scratches to the boat must also be pointed out. VENICE HOUSEBOAT reserves the right to be reimbursed by the RENTER for the damages due to late return (see point 5) or abandonment of the vessel during the cruise. It is advised to return and stay overnight at the base already the evening before the handover.

#### 12. RULES FOR USING THE BOAT

Prior to setting sail, you will be instructed on the basic theoretical and practical concepts for lagoon navigation. The Renter will have to familiarize himself with the

regulations for internal and coastal navigation issued by the supervising bodies and with any other provision provided by the Lessor or other competent body.

Navigation is forbidden on the sea and on the lagoon at night; navigation outside the prescribed areas; towing and being towed; subletting and lending; anchorage in the canals; mooring in unauthorized emergency landing areas and landing areas reserved for public transport; navigation in bad weather and likewise navigation is forbidden on the internal canals of Venice and the internal canals of Murano, Burano, Torcello and the Lido.

#### 13. IMPRACTICABILITY OF NAVIGATION

Should the weather conditions be unsuitable for navigation, considering the closeness to the historical centre of Venice and taking into account the connections to the cities and other islands guaranteed by public transport, we are in a position to offer an alternative to navigation.

#### 14. PETS

Your friends are welcome. In order to satisfy their requirements, you need to provide everything for them as use of the materials provided with the boat is forbidden to pets. A flat sum (on the price list) will have to be added to compensate for the additional cleaning required arising from keeping animals on board.

IN THE EVENT OF DISPUTES, THE COMPETENT COURT IS THAT OF PADUA.