# **Contract**

	at	,
to	at	
2: The boat will be skipped	by Yves Ducreux, owner o	of the boat and graduated Captain 200.
<u>C</u>	he destination chosen will be modified if agreed by both	beh the customer and the skipper.

- 4: Deposit and Payment Schedule: 25% deposit due upon booking and 75% additional (+ 5% local tax) the day of departure
- 5: Cancelling conditions for the customer

No refunding could be asked if the customer decides to reduce the cruise.

No discount is allowed when the customers are late for the departure.

## 6: Cancelling conditions for the renter

If the boat is not available at the date mentioned at 1. the customer will be refund of the total price without any other compensation.

When the skipper postponed the departure or decides to advance the return, except for imperative meteorological reasons or occurrence of severe weather, the customer will be refund of the days not sailed. In no way Touaou Croisieres could be taken as responsible of the consequences of a late return.

7: The renting price does not include meal and beverages. These are to be purchased by the customer for all the persons embarked. The customers will find complete galley equipment (gas burner stove, cooking utensils, cutlery, etc) to prepare meals at their convenience with the help of the crew.

Supply or full service are proposed in option.

8: Fees include gas-oil used for leaving and entering harbours and anchorages as well as petrol for the tender when used for normal runs between the boat and the land. An extra fee of 1200 Pacific Francs by hour (about 10€) will be due for any other uses when asked by the customer.

#### 9: Insurance

Touaou Croisières has subscribed a full insurance covering all risks occurred onboard for the boat the customers and the crew with an exemption of 200000 Pacific Francs (about1676€). Customers assume responsibility for all costs, expenses or damages caused by their gross or wilful negligence. The amount of cleaning, repair or replacement will be paid by the customer before disembarking.

Touaou Croisières cannot be responsible or liable for loss, damage or theft of personal luggage and belongings. Please check with your insurance agent prior to departure to make sure you are adequately covered for any eventualities.

#### 10: First Aid

Touaou is equipped with a complete set of medicines and tools for any common urgency. Customers have to embark with their specific treatments and declare to the skipper well in advance any disease or problem which can hamper the navigation program.

# 11: Safety

Depend on the crew for the safe navigation of the vessel and shall abide by the judgments of the crew as to the sailing, weather, anchorages and other pertinent matters. Where children are taken on board customers are fully responsible for their safety, conduct and entertainment and no member of the crew shall called upon or be in any way responsible for their safety or entertainment.

12: Customers are liable to domestic cleaning and maintenance as in any renting.

## 13: Activities ashore

Customers must have an additional insurance for every activities off the boat (swimming, kayaking, trekking, climbing, diving...). Touaou Croisières cannot be responsible or liable for any damage or accident occurring during these activities off the boat.

14: Comply with all laws and regulations about fishing zones and shell collection limits.

	cruise as mentioned at 1. and Pacific Francs (or	according to the price list, the €).	total
Nouméa on			

Name and signature of the customer and signature of Touaou Croisières Representative

Name

« Read and approved »