

# Metalacre Ltd t/a MINERVOIS CRUISERS 2010 Booking Form

Please complete in BLOCK CAPITALS – ONE FORM FOR EACH UNIT BOOKED REF

<b>YOUR NAME AND ADDRESS</b>			
<b>YOUR PHONE NUMBER</b>		<b>Home</b>	<b>Mobile</b>
<b>YOUR BOAT SELECTION</b>		<b>Name of Boat/Property:</b>	<b>Base: Le Somail / Meilhan</b>
<b>YOUR HOLIDAY DATES</b>		<b>From</b>	<b>to</b>
			<b>No of days:</b>
<b>YOUR PARTY</b>		<b>Age of children</b>	<b>Tick if adults</b>
<b>Name of crew member</b>		<b>under 16 years old</b>	<b>over 18 years old</b>
_____		_____	_____
_____		_____	_____
_____		_____	_____
_____		_____	_____
_____		_____	_____
_____		_____	_____
_____		_____	_____
<p><b>Please also provide us with the following information:</b></p> <p><b>Expected Arrival Time</b> : _____ p.m.</p> <p><b>Previous Canal Boating experience:</b> Yes / No</p> <p><b>Taxi required to/from Airport:</b> Yes / No <b>from Airport:</b> _____ <b>Flight:</b> _____</p>			
<b>YOUR REQUIREMENTS (Fill in numbers)</b>			
Bedding required:		Number of Doubles _____	Number of Singles _____
Please supply :		_____ bicycles at €40 each per week (poa)	
		_____ Map/guide at €25 (poa)	
Pets :		_____ €50 each per week (poa)	
<b>DON'T FORGET YOU WILL NEED TO PAY AT BASE FOR:</b>			
Diesel Fuel :		Approx €120 (Pay on return of boat depending on usage)	
Extras :		Bicycles, pets, maps	
<b>YOUR HIRE FEE</b>			
Basic Hire/Rental Charge		£ _____.	(from Hire Prices Page)
Damage Waiver		£ _____.	(from Hire Prices Page)
Cancellation Scheme**		£ _____.	(from Hire Prices Page)
TOTAL		£ _____.	
<b>YOUR INITIAL PAYMENT (40% of Total)</b>		£ _____.	
Plus Credit Card Charge (2% of above)		£ _____.	
			<b>£</b> _____
<b>YOUR SIGNATURE</b>			
I declare that I am over 18 years of age. I agree to be held responsible for the balance of hire terms which become due at the place and on the date shown on my Invoice. I agree to be bound by the Conditions of Hire/Rental.			
Signature		Date	
<b>YOUR CREDIT CARD DETAILS (if payment not by cheque)</b>			
CARD TYPE _____	CARD NUMBER _____	EXPIRY DATE _____	
START DATE _____	ISSUE NUMBER _____	SECURITY NUMBER _____	

\*\* Optional - Please note that without Cancellation Insurance deposits and payments are non-returnable.

# *Metalacre Ltd t/a MINERVOIS CRUISERS*

## *HIRE TERMS & CONDITIONS*

**Please read this carefully. When you book your holiday with us you are entering into a contract which binds you and us in various ways. It is understood that "The Company" is the firm which lets the boat and "The Hirer" is the person who signs the booking contract and/or any member of his crew and "The Boat" is the boat rented by the Hirer.**

1. **Making a booking** A boat cannot be hired before the Company has received a booking form correctly filled in and signed and accompanied by a 40% non returnable deposit followed by a payment of the balance at least 8 weeks prior to the start of the holiday. **The Company recommends cancellation insurance is purchased.**
2. **Minors** No booking can be accepted from hirers under 18 years of age.
3. **Place and time of holiday start/finish** Except by prior permission in writing by the company, all rentals start and finish at our base at Le Somail, 11120 Ginestas, France, or Meilhan sur Garonne, Halte Nautique, 47180, France. Unless otherwise agreed, rentals start at 3 p.m. on the first day and finish at 9 a.m. on the last day of rental.
4. **Boat availability** If due to circumstances beyond the control of the company it is unable to provide a boat of the type rented to the hirer or a boat which the company considers to be a reasonable equivalent, the company will reimburse the client with all monies paid to it. The hirer shall then have no other or further claim against the company for whatever reason.
5. **Damage Waiver** A non-returnable Damage Waiver dependant on boat is payable with hire charge This does not cover malicious damage or return of the boat in an unclean condition.
6. **Insurance.** The company holds a full comprehensive insurance policy for all its boats. The company's insurance does not cover the hirer's and his crew's personal effects. The company will not accept responsibility for loss or damage to hirer's goods and personal effects howsoever caused whether on board the boat or at the company's premises unless due to the negligence of the company or its personnel.
7. **Company's rights** The company reserves the right to refuse to handover a boat to any person who in the opinion of the company or its personnel is not suitable to take charge. In such cases all hire charges will be repaid in full and all liability of the hirer and the company shall thereupon cease.
8. **Limits of Navigation** Boats may only navigate within the limits set by the company - normally as far as Agde, Port La Nouvelle and Castets-en-Dorthe. You are not allowed on the River Garrone or Lot but may, when conditions allow, navigate the River Baïse. A free demonstration is given at the time of take-over. No minor may control the boat without the supervision of an experienced adult. Cruising after sunset or before dawn is not allowed and all speed limits and all waterways rules and regulations must be observed.
9. **Boat delays or curtailments** No responsibility will be accepted by the company for loss of time or expenses occasioned through accidental damage to the boat while in the hirer's charge. No liability can be accepted for loss or damage or expense which occurs as the result of any defect or breakdown occurring during the cruise unless this is caused by proven reason of the company's failure to adequately maintain the boat. Any defect, breakdown or accident must be reported immediately to the company by the hirer during the cruise so that steps can be taken to repair the boat or remedy the service. The company shall not be responsible for any delays or restrictions or their consequences arising from obstructions, repairs or damage to waterways or locks or those resulting from "force majeure" ("force majeure" means any event which the company could not even with all due care have foreseen or avoided such as:- war, threat of war, riot, civil strife, industrial action, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions and all similar conditions outside the company's control).
10. **Accidents and losses** The hirer has charge of the boat and is responsible for its safe navigation. In the event of an accident the hirer must immediately notify the company by telephone, fill in a claim form supplied by the company, obtain the names and addresses of the hirers and/or owners of any other craft involved and those of any independent witnesses; The hirer is not authorised to carry out or have carried out any repairs to the boat or its equipment. At the end of the holiday the hirer must notify the company of any losses, breakages or other damage.
11. **Breakdown Service.** The company operates a 7 days per week service during normal working hours, subject to the availability of staff and spare parts, a telephone call to base is all that is required. No compensation claims will be considered for any breakdown of less than 24 consecutive hours. No claim whatsoever will be considered following grounding or stranding of the boat or any boat failure mechanical or otherwise caused by accident or the negligence of the hirer. In the case of negligence the company reserves the right to reclaim from the hirer all costs incurred in rectifying that problem.
12. **Return of boat at the end of holiday** The boat and its equipment must be returned by 9 a.m. on the final day of hire. Late arrivals are charged at twice the daily rate plus any costs or damages
13. **Additional Deposits.** At the discretion of the operator you may be asked for an additional deposit of €100 per head payable in cash only for all male or all female parties or certain large groups.

**E. & O.E. 13/05/10**

Metalacre Ltd trading as Minervois Cruisers  
Napton Marina  
Stockton  
Southam  
CV47 8HX  
UK

Company Name: Metalacre Ltd.  
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