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| **C:\Users\utilisateur\Documents\Touaou Croisières\Achat Cata\Helia 44\PHOTOS HELIA\logo Abaca.jpg** | **Contract** | **ABACA CROISIERES** Bain militaire Baie de l’orphelinat BP 18883 **-** 98857 Nouméa Cedextel : 783560 Email : y.ducreux@laposte.netRIDET : 767939.001ANT 09.001 |

1: This contract is established between Abaca Croisieres represented by Yves Ducreux, owner and skipper of the boat Abaca and the customer(s).,..................................................... ............................................................

For a cruise onboard Abaca, from ……......................................**at…1700**

To...............................**....at…1700** ……….

2: The navigation zone or the destination chosen will be…

Destination and zone can be modified if agreed by both the customer and the skipper, the last deciding in final id the nautical situation command.

3: Deposit and Payment Schedule: 50% deposit due upon booking and 50% additional 7 days before the day of departure

4: Cancelling conditions for the customers

If the customer cancels more than 90 days before the cruise, Abaca Cruises will refund the deposit less bank charges. Beyond that, the sums paid will not be refunded.

Customers will not be entitled to a refund in case of shortening of the duration of the cruise if the decision rests with them. A price reduction cannot be considered in case of delay in the departure due to customers.

5: Cancelling conditions for Abaca Croisieres

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

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

6: Food, Bedding and cleaning

Bedding is included. The customer is to provide the food and beverages for them and the crew and bring all the equipment for cleaning (sponge, tea towel, washing liquid, soap, towels, toilet paper etc…)

If the catering option has been chosen, meals (starter, main course, dessert) are prepared and served on board by the crew. Alcoholic beverages are not included, guests can board the drinks of their choice or order with Abaca Cruises who will charge them separately. The breakfasts are continental. The material arrangements of the boat do not allow à la carte cooking or special diets.

7: Fees include gas-oil an petrol used for normal use. The gasoil and petrol used for customer convenience are to be paid before leaving the boat.

8: Insurance

Abaca Croisieres has subscribed a full insurance covering all damages to the boat and a liability insurance for all damages to the customers and the crew. There is an exemption of 522000 FCFP (about4374€)

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.

Abaca Croisieres 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.

9 : First Aid

Abaca 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.

10: 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. Customers are fully responsible for the safety, conduct and entertainment of their children, no member of the crew shall be called upon or be in any way responsible for their safety or entertainment.

11: Return cleaning included

12: Activities ashore

Customers will be advised to have an additional insurance for every activity off the boat (swimming, kayaking, trekking, climbing, diving…) as they are doing these under their own responsibility. Abaca Croisieres cannot be responsible or liable for any damage or accident occurring during these activities off the boat.

13 : Comply with all laws and regulations about fishing zones and shell collection limits. The boarding of pets is not allowed.

Noumea on …………………………….

Name and signature of the customers

« Read and approved »

Representative of Abaca Croisieres

Yves Ducreux