

General Conditions CGN-EXCLUSIVE

1. Generalities

The rental of boats by CGN is governed by these general conditions. A rental contract is concluded only when a signed order of the Client is followed by a written contract confirmation from CGN. Any deviation from these general conditions must be agreed in writing.

2. Purpose of the Contract

2.1. CGN makes one or several boats available to the Client exclusively according to the terms set forth in the contract. If the term "Client" as is used herein relates to several persons, each one is severally responsible for the obligations deriving from the contract.

3. Rent of price

3.1. The rental is calculated in accordance with CGN's current schedule of rates. The schedule of rates can be modified at any time. Boats can normally be rented between 06:00 hours and 02:00 hours. The duration of the rental is calculated between departure and return to its home port. The duration of the rental is indicated in the contract confirmation. Any change in the scheduled time and any change in the schedule must be agreed in writing and is subject to availability. A price increase may be applied.

The following rules apply:

- a) An extra charge is payable after midnight.
- b) If an empty journey is necessary, the fare is charged 100%.
- c) For the waiting time and stop-over at a wharf the time charge shall be the same as in navigation. CGN wharfs only can be used for stop overs.
- d) For any reservation made less than three business days before the cruise, the rental price will be increased by 30% by no less than CHF 1000.-.

3.2. For any rental contract concluded more than 30 days before the cruise, CGN is entitled to increase the rental price if the price of fuel has increased by at least 50% since CGN made the offer. The reference rate is based on the diesel price at the AGIP gas pump located in Lausanne-Ouchy, on the day in which this document was created; CHF 1.55 for one liter.

3.3. Boats are made available to the Client for passenger boarding in principle 15 minutes before the departure of the cruise. If the number of passengers exceeds 350 the boarding time is extended to 30 minutes. For disembarkment, 15 minutes are allowed in principle, respectively 30 minutes for more than 350 people.

3.4. Subject to the prior agreement of CGN, the Client may access the ship one hour before boarding if the cruise requires special preparation (decoration, orchestra, etc.). The preparation will be made under the supervision of a crew member. Access more than one hour before boarding will be charged.

3.5. Any last minute changes in the schedule requested by the Client can increase the price. They can be requested at the latest 5 days before the cruise. Anyway, CGN reserves the right to decline or to accept those changes depending on the case. The same will be applied regarding the extensions. In case of delay of the Client, the waiting time at the pier will be charged on the current rates.

4. Ship Equipment, Safety, Adjustments and Etiquette

4.1. The ship is made available to the Client in its normal state for regular service (furnished, neat and clean). A plan of the ship is available upon request. Any change to the fittings will be charged on the basis of a written offer.

4.2. Furniture aboard can be moved only with the written agreement of CGN. All handling services must be done under the supervision of crew.

4.3. The Client can bring on board decorative elements or electrical equipment (sound, lights) only with the written permission of CGN. Such equipment shall not compromise the structural integrity nor the stability of the ship and they must comply with the regulations for fire control (OFT norm). The electrical equipment must correspond to the technical parameters as defined by the CGN. The electrical current available on-board may not be sufficient for the Client's needs. In this case, the Client will provide an additional energy source (diesel generator).

It is forbidden to use screws, nails or tacks, or to lay down tape on the walls of the boat. Open flames (candles, etc.) are strictly forbidden on board.

4.4. The name of the boat must always remain visible wherever it is displayed (on the hull, life-belts etc). It is forbidden to remove or to hide national flags and any other flags, including the CGN flag. It is forbidden to take off or to cover the information panels as well as the CGN logos displayed on board, on the wharf or on the quay.

The Client may display promotional stands outside the ship or on the wharf with the written agreement of CGN. CGN reserves the right to charge a special fee for this.

4.5. At the end of the cruise, the Client must leave the ship and all furniture in good condition and disembark immediately any equipment or installations provided by him. If it appears after the cruise that special cleaning or repairs are necessary, the Client will pay all expenses resulting therefrom as well as an indemnity if the ship is blocked.

4.6. In accordance with the law prohibiting smoke in public areas, smoking is only allowed on the outside decks of the ships.

5. Catering

Catering on-board (meals and drinks) shall be provided by CGN's exclusive caterers. External caterers are not allowed. The Client and the caterer will agree directly on catering services on board.

6. Noise control

The Client must comply with the applicable noise regulations, namely the "Regulation of 11 June 1997 on the Mandatory Control of Sound Amplification Installations and on Laser Beams" and the "Directive of 10 March 1999" concerning the Determination and Evaluation of Sound nuisance in connection with the Exploitation of Public places. A copy of these texts is available on request (in French).

The sound produced by amplification equipment or by an orchestra may not exceed an average level of 93 decibels in the most exposed place inside the ship (including the dance floor).

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Likewise, the following rules must be observed:

- The most reduced and most dispersed sound diffusion as possible.
- No loudspeaker facing the outside.
- No screaming or other vocal excesses, no whistles or horns, etc.
- Keeping sounds below 75 decibels when the distance from the coast is below 300 m and 85 decibels between 300 m and 1000 m from the coast.
- Stopping all music when the ship enters the harbour.

CGN will make checks with a calibrated sonometer and the results will be recorded. The captain has the authority to enforce the noise regulations. If the Client does not comply with his orders, the captain can stop the music. The captain will select routes avoiding populated areas. State authorities regularly conduct checks on the ships. All expenses in this connection will be borne by the Client.

The Client shall reimburse CGN for any fines imposed by the state authorities as a result of breaches of the rules.

7. On-board Safety

All passengers on board are subject to the captain's authority. The captain can refuse access on board or disembark any person who:

- is drunk or is under the influence of narcotics;
- behaves indecently;
- does not observe the rules applicable on board or does not respect the orders of the captain.

If necessary, the captain can request the help of the police. He may interrupt the cruise to hand over a person to the police. The ship's crew receives orders from the captain only.

8. Reservation and Conditions for Payment

8.1. The Client must make a down payment as a non-refundable guarantee equal to:

- 30% of the price for clients set in Switzerland and 70% of the price for clients set abroad if the contract is concluded more than 30 days before the cruise.
- 50% of the price for clients set in Switzerland and 70% of the price for clients set abroad if the contract is concluded between 29 and 8 days before the cruise.
- 100% of the price if the contract is concluded less than 8 days before the cruise.

CGN can request a higher deposit. In case of non-payment of the guarantee, CGN may cancel the rental.

The price will be billed after the cruise and payable net within 10 days. For payments by credit card, costs will be charged to the Client.

9. Cancellation of the Cruise

By the Client

9.1. If the Client wishes to cancel the cruise, he must send a written notice to CGN.

9.2. Cancellation fees due by the Client depend on the day when the cancellation notice is received by CGN:

- 30 days or more before the cruise, the Client must pay 30% of the price.
- Between 29 and 8 days before the cruise, the Client must pay 50% of the price.
- Less than 8 days before the cruise, the Client must pay the entire price.

By CGN

9.3. CGN can cancel the cruise when it is unable to take place due to circumstances beyond its control, for example when weather conditions render navigation unsafe or because of a ship breakdown or any case of force majeure.

9.4. In this case, the Client can choose in agreement with CGN:

- To use the ship alongside the quay. The agreed price will then be reduced by 10%.
- To postpone the cruise to a later date. CGN will endeavour to organise a replacement cruise at a date chosen by the Client.
- To cancel the cruise and claim reimbursement of any guarantee.

9.5. The Client must advise CGN of his decision in writing as soon as he is aware of the cancellation of the cruise, failing which he is deemed to have chosen the solution as per article 9.4. a).

9.6. The Client cannot claim any damages in the cases referred to in article 9.3.

10. Responsibility

10.1. The Client is responsible for any damages that he or any passenger allowed by him on the ship could cause to CGN or to third parties.

10.2. CGN is not responsible for theft, loss, or damage to passengers' clothing or belongings.

10.3. CGN is not responsible for any damage caused to equipment provided by the Client.

11. Taxes

For cruises open to the public by sale of tickets sale or with musical animation, the Client must obtain a special authorisation from the competent authority.

The Client shall pay all taxes and fees due in connection with such administrative authorisations as may be required.

12. Jurisdiction

Any dispute between the parties relating to the present contract will be subject to the exclusive competence of the tribunals of Lausanne, Vaud, Switzerland.

These general conditions are an integral part of any contract between CGN and the Client.

CGN SA

Date: _____

Signature: _____

The Client, «Read and approved»

Date: _____

Signature: _____