



- RENTAL TERMS & CONDITIONS -

1- General Rental Terms and Conditions:

Reserving the rental of the floating platform and leisure nautical equipment implies acknowledging and wholeheartedly accepting the specific terms and conditions outlined below.

Renting the floating platform and leisure nautical equipment, such as canoes, kayaks, stand-up paddle boards, snorkeling gear, and floating mats, is strictly prohibited for individuals unable to swim. All minors must be accompanied by a parent and remain under the supervision and full responsibility of their parents or designated guardians. The utilization of the floating platform and nautical leisure equipment entails inherent risks. Failure to adhere to safety instructions poses a risk of injury or fatality.

A rental contract, hereinafter referred to as 'the Tenant', will be signed by the applicant before the equipment is made available. LE RADEAU BLEU or the Lessor holds no responsibility for the manner in which the Tenant uses the equipment. The Tenant is informed of the specific conditions outlined below regarding the use of said equipment, acknowledges having been informed, and commits to adhere to them: The Tenant must be cognizant of their technical and physical capabilities to undertake the planned routes. Indeed, LE RADEAU BLEU particularly underscores to the Tenant the extent of the genuine physical effort that the utilization of navigation equipment can entail, especially facing prevailing winds and sea currents. The use of a canoe-kayak and stand-up paddle boards necessitates a certain level of navigational mastery. LE RADEAU BLEU reserves the right to prohibit the departure of any client deemed incapable of performing the navigation.

2- Reservation:

The reservation becomes effective upon acceptance of the general rental conditions, receipt of the signed rental contract with the notation 'read and approved,' and the submission of the deposit.

3- Cancellation:

In the event of a reservation cancellation less than 24 hours before the scheduled arrival, the deposit remains due, except in exceptional circumstances. In cases of inclement weather or various events that may impede the practice of the activity, LE RADEAU BLEU reserves the right to cancel and propose a reservation rescheduling or refund the deposit.

4- Payment:

A minimum deposit of €50 is required. The remaining balance is due on the day of rental or upon placing the order. Accepted payment methods include VISA, MASTERCARD, AMERICAN EXPRESS credit cards, € Euros, or \$ USD in cash.

5- Duration of Rental:

Full-day rental: from 10 am to 5 pm, or half-day rental: from 10 am to 1 pm or 2 pm to 5 pm. The Tenant is expected to adhere to the appointment schedule. Failure to comply with these timings gives the Lessor the right to modify or cancel the initial service.

6- Security Deposit:

Not applicable.

7- Rental Details:

The floating platform is designed for a maximum of 12 people, including children. All furnishings, such as a picnic table, poufs, outdoor cushions, mats, storage chests, etc., are provided to the Tenant during the entire rental period under their complete responsibility.

-Canoes and kayaks are available for use by a maximum of 3 people (2 adults and a child up to 12 years old). At least one tandem rider must be 18 years of age.

-Stand-up paddle boards are available for use by a maximum of 2 people (1 adult and a child up to 12 years old).

-The floating mat is available for use by a maximum of 8 to 10 people. The mat should not be used for navigation or in shallow water. Jumping on the mat and storing items on it that could tear it (stand-up paddle boards, kayaks, chairs, paddles, etc.) are strictly prohibited. It is not a personal flotation device. Users of this product must exercise caution and good judgment at all times. Failure to comply with these instructions may pose a risk of injury or death. Generally, the Tenant is responsible for all equipment once it is in their possession and is placed under their complete responsibility. Damages or bodily or material accidents caused by their use or by that of third parties will not be covered by LE RADEAU BLEU.

8- Safety Instructions:

Users must wear appropriate attire for outdoor and open-sea activities (to protect themselves from the natural elements they will come into contact with, such as seawater, sun, wind). LE RADEAU BLEU disclaims any responsibility in case of stains, tears, loss of clothing, or objects, or injuries.

Jumping or diving from the floating platform, pushing, climbing the shading structure, and diving under the platform are strictly prohibited. Making a fire on the platform is not allowed. Only cooking appliances and equipment provided by the Lessor are

LE RADEAU BLEU

SARL au capital de 1000€ - SIRET 98363807300012 - RCS Basse-Terre B 983 638 073

Adresse : Résidence Port Caraïbes, bât. Typica 32, Anse Marcel, 97150 SAINT-MARTIN

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permitted. Littering in the sea or on the route, feeding fish, turtles, or any other marine animals is prohibited. Smoking under the shading structure is prohibited. Drug consumption is strictly prohibited. Alcohol consumption is dangerous and not recommended for this type of activity. LE RADEAU BLEU disclaims any responsibility in case of an accident. Failure to comply with safety instructions poses a risk of injury or death. Bringing individuals onto the platform other than those who have booked the rental is prohibited (for obvious safety and insurance reasons). Failure to comply with any of these instructions will result in the forfeiture of the security deposit and will lead to the termination of the rental contract by the customer, and LE RADEAU BLEU will terminate the rental. No compensation or refund can be requested. Life jackets, a lifebuoy, as well as first aid equipment, are provided to users on the platform. All children under 10 years old MUST wear a personal flotation device (PFD).

9- Access Restriction to the Offered Service:

LE RADEAU BLEU cannot accommodate individuals who do not meet the physical and moral conditions necessary for this type of activity at sea, and, in general, anyone suffering from a condition incompatible with this type of activity (consult a doctor in case of doubt).

10- Special Conditions:

LE RADEAU BLEU offers an unconventional floating platform rental, the activity of which takes place outdoors in seawater. The floating platform is in constant motion and lacks a safety barrier in case of a fall. The shading structure on the platform is not watertight in case of rain. LE RADEAU BLEU cannot be held responsible for an early departure due to cold, rain, humidity, heat, or other reasons related to discomfort. Customers must dress appropriately and bring towels if necessary.

11- Animals:

Our domestic animal friends are not permitted on the floating platform.

12- Complaints:

Any complaint related to the rental must be submitted via registered mail with acknowledgment of receipt within 30 days following the rental to the following address: LE RADEAU BLEU, Residence Port Caraïbes, bât. Typica 32 - Anse Marcel, 97150 SAINT-MARTIN.

13- Personal Items Brought by the Client:

The Tenant must bring a fully charged mobile phone. Personal electrical, gas, charcoal, or other cooking appliances are not allowed on the platform. Mobile phones, cameras, and any equipment or items susceptible to water must be adequately protected by a suitable cover. The waterproof bags and storage chests provided by LE RADEAU BLEU do not constitute sufficient protection. LE RADEAU BLEU disclaims any responsibility in case of loss, damage, or theft of the Tenant's personal effects, including those in vehicles left in the parking area.

14- Insurances:

LE RADEAU BLEU recommends that the Tenant ensure they are covered by valid individual liability insurance on the day of the rental.

15- Specific Conditions for Group Rentals:

In the case of group rentals, the obligations contained in this document are binding only on its signatory. The Tenant undertakes to inform the members of said group of the obligations contained in this document. The Tenant, for themselves as well as for all participants they represent, will use the platform and nautical leisure equipment at their sole risk and will be considered solely responsible for their actions.

16- Dispute:

In case of dispute, only the jurisdiction of the Lower Land Tribunal is recognized. In the event of a disagreement over the interpretation or execution of the clauses of these general conditions, the parties will endeavor to settle their dispute amicably.

17- Right to Image:

The Tenant acknowledges that, during the rental period, photos and videos may be taken for promotional, security, or archival purposes. By accepting these general terms, the Tenant grants the Lessor the right to use their image captured in a non-intrusive manner. If the Tenant or individuals associated with the rental prefer not to appear in such images, they are requested to notify the Lessor at the time of rental. The Lessor is committed to complying with applicable regulations regarding the right to image and to consider privacy requests to the extent possible.

18- Information/Safety/Emergencies:

Lessor's Phone: (+590) 690 511 579

Firefighters: 18

SAMU: 15

Police: 17

S.N.S.M. (sea rescue): (+590) 690 767 500

CROSS (sea rescue): 196

Le RADEAU BLEU wishes you an amazing day and thanks you for your trust!

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