

General terms and conditions for hiring vessels of Bootverhuur de Vlietlanden

1. Definitions

In these conditions the following terms shall have the following meanings:

- a) lessor: v.o.f. De Plug, acting under the name Bootverhuur de Vlietlanden;
- b) Lessee: (natural or legal) person who on his/her own behalf, or on behalf of a group, concludes the agreement with the lessor;
- c) hire agreement: the agreement whereby the lessor undertakes to give the lessee, against payment, a vessel without crew for use for a specific period of time agreed in advance
- d) vessel: the vessel of the lessor, including all built-in electronics and further accessories.

2. General

- 1) Lessor shall rent out vessels for a day or parts thereof. In all cases the craft must be back at the hire location before sunset, unless otherwise agreed in writing in advance.
- 2) A vessel may be crewed by up to 7 persons at a time, depending on the type of boat.
- 3) The minimum age to rent and/or drive a vessel with the lessor is 18 years.
- 4) It is forbidden to drive the vessels of lessor under the influence of alcohol and/or drugs, whereby the same rules apply as in road traffic.
- 5) No waste may be thrown overboard. After the rental period the lessee can dispose of the waste in the garbage can at the rental location. If the vessel is not left free of waste by the lessee, he will owe an amount of at least € 10,- for cleaning costs.
- 6) The lessee should take care of the least possible inconvenience for others on the water and for the neighbours. Live music and/or electric amplified music on board is not allowed.
- 7) It is not allowed to leave the boat unattended.
- 8) In case of bad weather (very dense fog, persistent rain, thunderstorms or storm) the lessor reserves the right to immediately (partially) terminate the agreement, the boot rental compagny will reimburse half of the unsailed time of the duration of the rental.
- 9) Lessor may terminate the agreement immediately and take back the vessel immediately, if lessee does not comply with the general conditions. Lessee is also then obliged to pay the full rental price over the pre-agreed period.

3. Sailing area and sailing rules

- 1) The vessels may be used on the inland waterways. The use of the vessels outside this area is not permitted. In connection with the safety of the lessee and passengers, it is absolutely forbidden to drive the vessels on the IJsselmeer. The map supplied at the start of the rental period shows the areas reported.
- 2) Lessee should drive as much as possible on the right side.
- 3) Lessee must comply with the Dutch Sailing Regulations.
- 4) Lessee must at all times take good account of fellow users of the water and especially at bridges, crossings and narrow areas. This also means not taking the bends too wide.
- 5) The most important rules will be handed over to the lessee in writing at the start of the rental period.

4. Obligations of the lessor

- 1) At the start of the rental period the lessor hands over the vessel to the lessee.
- 2) Before the start of the rental period the lessor points out to the lessee any existing damage to the craft.

5. Obligations of the Lessee

- 1) Lessee shall at all times comply with the instructions of lessor.
- 2) Lessee is supposed to have sufficient skills for a careful and safe handling of the vessel.
- 3) Lessee shall use the vessel as a good skipper and in accordance with its purpose and these general conditions and shall not make any changes to the vessel.
- 4) Lessee shall not hand over the vessel for use without written permission of lessor.
- 5) The vessel and the inventory (such as paddle, bailer's can, cushions, fenders, mooring lines, etc.) which the lessee receives from the lessor must be delivered after the rental period in the same condition as in which they were at the start of the rental. In case of loss or damage the lessor will charge the lessee an amount equal to the replacement/repair value.
- 6) Before departure, the lessee must check whether the inventory included in the rental agreement is present, complete and sound. If this is not the case, the lessee must inform the lessor of this before departure.
- 7) Before departure, the lessee should check the vessel for any damage not recorded by the lessor. If the lessee discovers that there is damage which has not been recorded by the lessor, the lessee must notify the lessor of this before departure.
- 8) If for any reason the lessee is not going to make the agreed time of return, the lessee should inform the lessor of this by telephone as soon as possible. If the vessel is handed over more than 15 minutes later than the agreed time, the lessor will charge € 25,- per half hour extra and the lessor will be entitled to compensation for any further (consequential) damage, unless the late return cannot be attributed to the lessee.
- 9) In case of calamities the lessee should contact the lessor as soon as possible.

6. Liability for damages

- 1) The lessee is liable for all damage to the vessel as well as for damage caused by him and/or his fellow crew members to third parties, occurring during the time he has the vessel in his charge, taking into account - and possibly with the exception of - what is reported below.
- 2) In the event of loss or theft of the vessel the lessee shall in all cases be fully liable for the damage suffered by the lessor.
- 3) In case of serious ignorance, negligence, recklessness and/or failure to comply with instructions by the lessor and/or his personnel the lessee is fully liable for all (consequential) damage suffered by the lessor and/or third parties.
- 4) The lessee is in default if it appears that he does not comply with obligations under these general conditions. In the event of non-compliance and/or reports of nuisance as a result, the lessee is fully liable for all (consequential) damage and costs incurred by the lessor and (consequences of) any claims made by third parties against the lessor.
- 5) The lessor cannot be held liable for personal injury or damage of any kind, regardless of the cause, prior to, during or as a result of hiring a vessel from the lessor. Damage is also understood to be consequential damage. Exception to this is the legal obligation to compensate damage caused by demonstrable intent or gross negligence by the lessor. This legal compensation by the lessor to the lessee will be at most the amount that the lessor is reimbursed by his legal liability insurance for the incident in question.
- 6) The lessor explicitly points out the danger of trapping limbs between the vessel and other objects and the fact that the aluminum of which the vessel is made can become very hot in the summer. The lessor cannot be held liable for this either.
- 7) Children (up to 18 years) are the responsibility of their parents.
- 8) The lessee is not allowed to allow dogs on the vessel without prior permission from the lessor. When the permission is granted by the lessor, the lessee will take care of removing the dog hairs from the vessel.
- 9) The lessor is not liable for theft and/or damage of properties which the lessee takes with him on the vessel.
- 10) The lessee must report damage of any kind, or facts and/or circumstances that could reasonably lead to damage, to the lessor as soon as possible. Damage which has not been reported (both to the vessel and to third parties) will be recovered in full from the lessee.
- 11) The lessee is in all cases fully liable for any (consequential) damage caused by him if he uses the vessel outside the sailing areas mentioned in these general conditions as mentioned in article 3.
- 12) If the lessee does not hand over the vessel in the same state as he received it, the lessor is entitled, at the expense of the lessee, to restore the vessel to the state in which it was at the start of the rental period.
- 13) Any damage must be paid for immediately by the lessee after which the lessee will receive an invoice from the lessor for the costs involved.

7. Reservations

- 1) Making reservations for one or more vessels is possible by Internet or telephone. Reservations are only valid after confirmation by the lessor, via internet or in writing.
- 2) Payment is made, unless otherwise agreed in writing, when making the reservation, by means of Ideal, Maestro or V Pay or in cash at the rental location.
- 3) If a confirmed reservation is cancelled less than 48 hours in advance or if the lessee is absent on the reserved date and time, the lessee must pay the entire rental sum and is not entitled to an alternative.
- 4) If lessee is more than 1 hour later than the agreed starting time without prior notice by phone, lessee owes the entire rental amount and lessor has the right to rent the vessel to someone else. The lessee will then have no right to an alternative.
- 5) If a reserved vessel is not available at the agreed place 1 hour after the start of the reserved rental period and the lessor cannot offer the lessee a reasonable alternative, the lessee is entitled to a refund of the agreed rental sum, unless the lessor has informed the lessee at least two hours before the agreed time that the reserved vessel is not available. The lessee shall in no case be entitled to any additional (damage) compensation.
- 6) If lessee returns the vessel at the rental location earlier than the agreed rental period, there is no right to a refund of the paid rental sum or part thereof.

8. On-site rental without reservation

In some cases it is possible to rent a boat without making a reservation. Payment is then made on the spot before the start of the rental agreement, by means of Maestro or V Pay or cash payment.

9. Deposit

Before the rental agreement can take effect, the lessee must pay a deposit of € 50 in cash on the spot and produce a valid ID, unless otherwise agreed in writing in advance. The proof of identity must belong to the lessee. The deposit paid by the lessee in combination with a copy of the identification document shall serve as a guarantee. If the agreement has ended according to the agreed terms and no damage has been found, the deposit will be returned.

10. Complaints and Disputes

- 1) In the case of complaints, the lessee must inform the lessor in writing within one week of the rental date, providing a proper explanation and substantiation of the complaint.
- 2) The rental agreement is governed by Dutch law. Only a competent judge is authorized to take cognizance of disputes. If the lessee has received a Dutch translation of these conditions and this leads to differences in the texts, the Dutch text shall prevail.