



## **GENERAL TERMS AND CONDITIONS FOR RENT AND RENTAL OF VESSELS JACHTHAVEN | MOTEL BORGER**

### **ARTICLE 1 – DEFINITIONS**

The following definitions apply in these conditions:

- a. Entrepreneur: Jachthaven | Motel Borger that concludes an agreement with a consumer for the provision of a vessel against payment of a rental price.
- b. Consumer: a natural person who enters into an agreement with the entrepreneur for the use of a vessel against payment of a rental price. The consumer does not conclude the contract in the name of his profession or company, but in a personal capacity.
- c. Parties: the entrepreneur and the consumer, as described under a and b.
- d. Vessel: an object made to stay on the water and move on it, including the equipment and inventory that goes with it. These conditions explicitly concern a vessel that is intended for fishing or leisure activities.
- e. Open sailing and / or motor boat: vessel without cabin.
- f. Rental agreement: an agreement whereby the entrepreneur undertakes to use a vessel without crew for use by the consumer.
- g. Electronic: by e-mail or website.
- h. Inventory list: list of items that belong to the vessel.
- i. Condition list: list on which the parties record the state of the vessel and the possible damage present before departure.
- j. Disputes Committee: the Water Recreation Disputes Committee in The Hague. All amounts stated in these terms and conditions include VAT.

### **ARTICLE 2 - APPLICABILITY OF THESE TERMS**

These general terms and conditions apply to every offer and every agreement that the entrepreneur and consumer conclude for the rental / rental of vessels.

### **ARTICLE 3 - OFFER / QUOTATION**

1. The entrepreneur makes his offer or quotation orally, in writing or electronically.
2. An oral offer expires if it is not immediately accepted, unless the entrepreneur has immediately given a period to accept the offer.
3. A written offer or an electronic offer must include a date. If a period of validity is specified in the offer, the entrepreneur may not change or withdraw his offer within that period. If no period is specified, the entrepreneur may not change or withdraw his offer up to and including 14 days after the date.
4. The offer contains a complete and accurate description of the vessel to be rented and states in any case: - the rental period and the port of departure / arrival; - the rent with any additional costs and payment method; - the amount of the insurance deductible; - the amount and method of guarantee; - the cancellation scheme.
5. For each offer, the entrepreneur supplies a copy of these general terms and conditions via its own website; [www.jachthavenborger.nl](http://www.jachthavenborger.nl).



#### **ARTICLE 4 – AGREEMENT**

1. There is an agreement as soon as the consumer accepts the entrepreneur's offer. If he accepts this offer electronically, the entrepreneur will send a confirmation electronically to the consumer.
2. Each agreement is preferably recorded in writing or electronically.
3. With a written agreement, the entrepreneur must always give the consumer a copy.

#### **ARTICLE 5 - PRICE AND PRICE CHANGES**

1. The entrepreneur and the consumer agree in advance: - which rental price and any additional costs the consumer must pay; and - whether the entrepreneur may change the price in the interim and, if so, under what conditions.
2. The entrepreneur can always pass on changes in taxes, duties and other similar government levies to the consumer

#### **ARTICLE 6 - PAYMENT TERMS**

1. The consumer must pay the rent within 14 days after receipt of the invoice, but in any case on the starting date of the agreed rental period. He can pay the rent at the entrepreneur's office or by transferring the money to a bank account determined by the entrepreneur.
2. If the consumer does not pay on time, he is in default without the entrepreneur having to declare him liable. Nevertheless, the entrepreneur sends one free payment reminder to the consumer after the payment date has passed. In it, he draws the consumer's attention to his omission and gives him the opportunity to pay the bill within 14 days. In the payment reminder, the entrepreneur also mentions the extrajudicial collection costs that the consumer owes in the event of late payment.
3. If the 14-day period referred to in paragraph 2 has expired and the consumer has not yet paid, the entrepreneur is authorized to demand payment of the amount due, without having to further declare the consumer liable. He may reasonably charge the consumer for the extrajudicial collection costs associated with this. Maximum amounts apply for this, which are stated in the Extrajudicial Collection Costs Reimbursement Decree. Subject to legal changes, these maximum amounts have been set at: - 15% over the first € 2,500, with a minimum of € 40; - 10% on the following € 2,500; - 5% over the following € 5,000; - 1% over the following € 190,000; - 0.5% over the excess, with a maximum of € 6,775.

#### **ARTICLE 7 – CANCELLATION**

1. If the consumer wants to cancel the lease, he must inform the entrepreneur in writing or electronically as soon as possible. If the consumer cancels, the entrepreneur can claim a fixed (fixed) compensation of: - 15% of the agreed rental sum in the event of cancellation up to 3 months before the start of the rental period; - 50% of the agreed rental amount if canceled up to 2 months before the start of the rental period; - 75% of the agreed rental amount if canceled up to 1 month before the start of the rental period; - 100% of the agreed rental amount if canceled within 1 month before the start of the rental period or on the start date of the rental period. A minimum of € 65 applies to all the aforementioned compensation amounts.



2. If the consumer cancels a rental agreement with a rental sum of € 250 or less, other compensation amounts than those mentioned in paragraph 1 apply. In these cases the entrepreneur can claim a fixed (fixed) compensation of: - 10% of the agreed rent for cancellation up to 1 week before the start of the rental period; - 50% of the agreed rental amount if canceled up to 2 days before the start of the rental period; - 100% of the agreed rental amount if canceled within 2 days before the start of the rental period.

3. The entrepreneur can cancel a rental agreement for an open sailing and / or motor boat if the rental period is a maximum of 2 days. He must inform the consumer in writing in good time.

4. If the consumer cancels a rental agreement, he can ask the entrepreneur if another person can take over the agreement via a "substitution". If the entrepreneur agrees, the consumer will owe change costs. These change costs amount to 10% of the agreed rent with a minimum of € 45.00 and a maximum of € 115.00.

#### **ARTICLE 8 - OBLIGATIONS OF THE ENTREPRENEUR**

1. At the start of the rental period, the entrepreneur makes the vessel available to the consumer. The entrepreneur must ensure that the vessel is in good condition, that it can be used for the use for which it is intended and that it is equipped with sound safety equipment that is geared to the agreed sailing area.

2. The entrepreneur is obliged to adequately insure the vessel for the benefit of the consumer against legal liability, hull damage and theft. This insurance only applies to the use of the vessel in the area where the trader and the consumer have agreed. There is a reasonable deductible for the insurance that is in line with the value of the ship.

3. Before departure, the Parties shall record the condition of the vessel in a condition list signed by both Parties. The entrepreneur gives the consumer a copy of the signed condition list.

4. The entrepreneur provides the consumer with an inventory list before departure.

5. At the end of the rental period, the entrepreneur receives the vessel at the agreed place and time, unless he has agreed otherwise with the consumer.

6. The entrepreneur must ensure that the necessary (emergency) telephone numbers are present at the consumer's own website.

#### **ARTICLE 9 - OBLIGATIONS OF THE CONSUMER**

1. The consumer must have sufficient sailing skills. If the consumer does not have a relevant CWO diploma (Water Sports Training Committee) or an equivalent diploma (this is at the discretion of the entrepreneur), then he must be at least 18 years of age or older.

2. The consumer must ensure that the crew required for the voyage abstain from excessive use of alcohol and / or drugs during the voyage.

3. The consumer must adhere to the instructions of the entrepreneur to preserve the vessel and to preserve the rights of the entrepreneur. This also includes a ban on leaving the port or returning to the marina, and an order to sail directly to a mooring place to be determined by the entrepreneur due to bad weather conditions and / or excessive alcohols / or drug use.



4. Before departure, the consumer receives an inventory list from the entrepreneur. The consumer is obliged to check whether the inventory on this list is present in the vessel. He must also check whether the vessel is fitted with safety equipment that is tailored to the sailing area in question.

5. If the inventory on board does not correspond to the inventory on the inventory list, or if the safety equipment is incomplete or unsound, the consumer must report this to the entrepreneur before departure. That does not affect the obligation that the entrepreneur has on the basis of article 8 paragraph 1.

6. Before departure, the consumer must sign the condition list for approval.

7. The consumer uses the vessel as a good family man and good skipper and in accordance with the destination. The consumer may not make any changes to the vessel and may not give the vessel to someone else to use without written permission from the entrepreneur.

8. At the end of the rental period, the consumer transfers the vessel to the entrepreneur at the agreed time and place and in the same condition in which he received the vessel.

9. The costs that are directly related to the use of the vessel are for the account of the consumer. This includes, for example, port, bridge, quay, lock and mooring fees and fuel costs.

10. If the consumer wants repairs, he needs permission from the entrepreneur. The entrepreneur pays the repair costs back to the consumer if he submits specified invoices.

11. The costs of normal maintenance and repair of defects are borne by the entrepreneur.

12. The consumer must report damage of any nature to the entrepreneur as soon as possible. This also applies to facts and / or circumstances that could reasonably lead to damage.

#### **ARTICLE 10 - LIABILITY**

1. The consumer is liable for damage and / or loss of the vessel in the period that he has rented the vessel. This only applies to damage and / or loss to the extent that it is not covered by the insurance. The consumer is not liable if he can prove that the damage and / or the loss was not caused by him or by one of his co-passengers or cannot be attributed to him and / or his own. Damage also means consequential damage.

2. The consumer is always liable for (consequential) damage that he causes if: - he intentionally uses the vessel outside the sailing area that he has agreed with the entrepreneur; and / or - he knowingly does not adhere to the instructions of the entrepreneur to preserve the vessel and / or to preserve the rights of the entrepreneur.

3. This liability is limited to an amount of € 500 plus the deductible and applies regardless of the insurance of the vessel.

4. The entrepreneur is not liable for damage to property or for any personal injury or accident. He is only liable for this if that damage and / or injury / accident is the direct result of a defect in the rented vessel.



#### **ARTICLE 11 - FAILURE TO COMPLY WITH THE AGREEMENT**

1. If the entrepreneur does not fulfill his obligations under the lease, the consumer can terminate the lease without having to go to court for this. The entrepreneur must then immediately repay all amounts that the consumer has already paid.
2. The consumer can also claim compensation for any damage he has suffered, unless the shortcoming on the part of the entrepreneur cannot be attributed to the entrepreneur.
3. The above does not apply if the entrepreneur offers an alternative solution that is reasonable for both parties.
4. If the consumer transfers the vessel later than at the agreed time and / or not at the agreed location, the entrepreneur is entitled to a proportional increase in the rental sum and to compensation for further (consequential) damage. This right expires if the delayed transfer of the vessel and / or the other transfer location cannot be attributed to the consumer.
5. If the consumer does not transfer the vessel in the same state in which he received it, the entrepreneur has the right to repair the vessel in the said state at the expense of the consumer. He may also do this if the consumer has not complied with the obligations in Article 9 of these terms and conditions. The consumer does not have to pay the repair costs insofar as these are covered by the insurance. This does not apply if there is a situation as referred to in article 10 paragraph 2.

#### **ARTICLE 12 – COMPLAINTS**

1. If the consumer has complaints about the implementation of the agreement, he must report this to the entrepreneur by letter or electronically. He must do this within a reasonable (appropriate) time after he has discovered or could have discovered the defects. He must adequately describe and explain the complaints.
2. If the consumer has complaints about an invoice, he should preferably report this to the entrepreneur by letter. He must do this within a reasonable (appropriate) time after he has received the relevant invoice. He must adequately describe and explain the complaints in his letter.
3. If the consumer does not submit his complaint in time, it may lead to him losing his rights in this area. If the fact that he did not complain in time cannot reasonably be attributed to the consumer, he will retain his rights.
4. If it has become clear that the complaint cannot be resolved by mutual agreement, then there is a dispute.

#### **ARTICLE 13 - DISPUTE SETTLEMENT**

If the consumer and the entrepreneur have a dispute, either of them can submit this dispute to the Water Recreation Disputes Committee, Bordewijklaan 46, Postbus 90600, 2509 LP The Hague ([www.sgc.nl](http://www.sgc.nl)).

#### **ARTICLE 14 - DEROGATION FROM THE CONDITIONS**

Additional provisions or provisions that deviate from these general terms and conditions must not be to the detriment of the consumer and must be recorded either in writing or in such a way that they can be stored in an accessible manner on a durable medium by the consumer.



**ARTICLE 15 - LEGAL CHOICE**

All disputes relating to this agreement are governed by Dutch law, unless other national law applies on the basis of mandatory rule