

Conditions

Apply in all cases, our Dutch business conditions. The following non-binding translation is provided only for your information.

1. The lessee's obligations.

- a. The lesser shall notify the lessee of any sailing licences required before entering into the contract.
- b. Before the vessel is sailed in the sailing area agreed upon by the lessor and the hirer, the lesser is obliged to insure the vessel on behalf of the hirer against third-party liability, damage to the hull and theft.

The lesser is obliged to make the boat available under the following conditions;

- b. It should be made available in good time and in a condition which complies with legal provisions;
- c. It should be in good condition including contents, and fixtures and fittings, regardless of whether the lesser is aware of any defects;
- d. It should be stocked with drinking water, fuel supplies and gas tank(s);
- e. There should have been appropriate prior instruction about use of the boat and the fixtures, fittings and contents, and, in particular, inspection of the fluid levels in the batteries, the oil and lubricant levels.

2. The lessee's obligations.

The lessee is obliged:

- a. To pay the lease price and deposit charged including a cancellation charge, if necessary, even if the boat is not used, or is used for a shorter period than originally envisaged;
- b. To use the boat carefully and appropriately, as a good skipper should, in line with the instruction manual;
- c. To follow the lesser's instructions;
- d. To refrain from sub-letting the boat or otherwise making the same available to third parties;
- e. To ensure that the requisite sailing licences and experience is available on board;
- f. To return the boat to the lessor in the same condition as it was at the start of the lease period – except normal wear and tear.

3. Cancellation on the part of the lessee.

- a. Should the lessee wish to cancel, this must be done by registered mail.
- b. On cancellation, the Lessee shall owe the following cancellation costs:
35% of the lease price if the lease is cancelled longer than three (3) months prior to the start of the lease period;
65% of the lease price if the lease is cancelled longer than two (2) months but not longer than three (3) months prior to the start of the lease period;
75% of the lease price if the lease is cancelled longer than one (1) month but not longer than two (2) months prior to the start of the lease period;
100% of the lease price if the lease is cancelled between one day and one month prior to the start of the lease period;
- c. The lesser shall endeavour to rent out the boat for the same period or a part thereof. If successful, the cancellation costs shall be off-set pro rata. The lesser may retain 10% of the hired sum. With a maximum of € 45,00 of a maximum of € 115,00 and any additional costs to cover administration associated with cancellation.

4. Breaches of contract.

- a. Should one of the parties breach any of its obligations arising from the present contract, the other party shall be entitled to dissolve the contract in whole or in part. This shall only be otherwise if the alleged breach is of such an extraordinary nature or is indeed incidental to further performance under the terms of the contract that dissolution would not be justified. The party claiming a breach of contract shall also be entitled to claim compensation for any damage, unless the other party is not culpable for the breach of contract.
- b. In the event of whole or partial dissolution due to a breach of contract on the part of the lesser, he/she must reimburse any lease price paid/deposit in whole or in part. If the breach of contract stems from the lesser not making the boat available, or making it available late, the lessee shall also be entitled to 25% of the lease price, without prejudice to the right to claim compensation. If a breach of contract on the part of the lesser spoils the holiday in whole or in part, the lessee shall have the right to compensation.
- c. If the lessee returns the boat later than agreed, the lesser shall be entitled to a pro rata increase in the lease price and compensation of further damage, unless the lessee is not culpable for the late return.

5. Sailing area

Dutch waters with the exception of main rivers, the Ysselmeer and Waddenzee. If you are an experienced yachtsman or woman you may sail on the Ysselmeer when weather conditions are good. However permission should be obtained beforehand.

6. Costs incurred during the lease.

- a. Costs directly associated with use of the boat (including harbour dues, bridge tolls, mooring costs, overnight costs, lock fees and berthing charges, and fuel costs, lighting etc. except butane canisters) must be paid for by the lessee, unless they must be paid for by the lesser.
- b. The implicit costs of normal maintenance and repair, tugging and salvage arising from mechanical failure shall be borne by the lesser. If these costs exceed an amount of €15, the lesser must first be contacted in order to solicit permission for the same, unless this is impossible under the circumstances. Itemised invoices should be presented before reimbursement for said costs is made. The lessee must bring back any spare parts for the lesser where possible.

7. Damage.

- a. If the boat, (including its fixtures, fittings or inventory) is lost, stolen, seized or damaged, the lessee shall negotiate with the lesser, unless this is impossible under the circumstances. The lessee shall pay heed to the lessee's instructions.
- b. The lessee is liable for the aforementioned damage and any associated tugging and salvage costs, unless it is not culpable, or is covered by the current insurance policy for the pleasure cruiser/yacht, or should have been insured as a result of this contract.