HISWA GENERAL TERMS AND CONDITIONS FOR RENTING AND CHARTERING VESSELS

These are the General Terms and Conditions Rental and Rental of Vessels of Vakantiepark De Kuilart based on the general terms and conditions of the RECRON-HISWA.

ARTICLE 1 – DEFINITIONS

In these terms and conditions, the following definitions apply:

a. Entrepreneur: a natural or legal person who enters into an agreement with a consumer for the provision of a vessel against payment of a hire price. This proprietor is a member of HISWA Association.
b. Consumer: a natural person who concludes a contract with an proprietor for the use of a vessel against payment of a hire price. This consumer does not conclude the contract in the name of his profession or business, but on a personal basis.
c. Parties: the proprietor and the consumer, as described under a and b.
d. Vessel: an object made to stay on the water and move about on it, including the equipment and inventory that go with it. These terms and conditions explicitly refer to a vessel that is intended for sports or leisure activities.
e. Open sailboat and motorboat: vessel without cabin.
f. Lease agreement: an agreement by which the proprietor undertakes, against payment, to give a vessel without crew in use to the consumer.
g. Electronic: by e-mail or website.
h. Disputes Committee: the Water Recreation Disputes Committee in The Hague. All amounts stated in these general terms and conditions are inclusive of VAT.

ARTICLE 2 - APPLICABILITY OF THESE TERMS AND CONDITIONS

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

ARTICLE 3 – AGREEMENT

1. There is an agreement as soon as the consumer accepts the offer of the entrepreneur. If he accepts this offer electronically, the entrepreneur shall send an electronic confirmation to the consumer.
2. Each agreement is preferably recorded in writing or electronically.

ARTICLE 4 - TERMS OF PAYMENT

1. The consumer must pay the hire charges within 14 days of receipt of the invoice, but in any event on the commencement date of the agreed hire period.
2. If the consumer fails to pay on time, he is in default without the proprietor being required to declare him in default. The proprietor is entitled to demand payment of the amount owed. The proprietor may reasonably charge the consumer for the extrajudicial collection costs involved.

ARTICLE 5 - CANCELLATION

If the consumer wishes to cancel the rental agreement, he must inform the proprietor of this in writing or electronically as soon as possible. If the consumer cancels, the proprietor can claim fixed (fixed) compensation for this:

- 15% of the agreed hire charges in the event of cancellation up to 3 months before commencement of the hire period.

- 50% of the agreed hire charges in the event of cancellation up to 2 months before commencement of the hire period.
- 75% of the agreed rent in the event of cancellation up to 1 month before commencement of the rental period.
- 100% of the agreed rent in the event of cancellation within 1 month before commencement of the rental period or on the commencement date of the rental period. A minimum of € 65,- applies to all mentioned compensation amounts.

ARTICLE 6 - OBLIGATIONS OF THE ENTREPRENEUR

1. At the start of the hire period, the proprietor makes the vessel available to the consumer. The proprietor ensures that the vessel is in good condition, that it can be used for the purpose for which it is intended and that it is fitted with sound safety equipment that is geared to the agreed sailing area.
2. The proprietor is obliged to take out adequate insurance for the consumer against third-party liability, hull damage and theft. This insurance only applies to use of the vessel in the sailing area agreed between the proprietor and the consumer. The insurance is subject to a reasonable excess that is in line with the value of the vessel.

ARTICLE 7 - OBLIGATIONS OF THE CONSUMER

1. The consumer must have sufficient sailing skills and must be at least 18 years of age or older.
2. The consumer shall ensure that the crew required for the voyage refrain from excessive consumption of alcohol and/or drugs during the voyage.
3. The consumer must comply with the proprietor's instructions to retain the vessel and to preserve the rights of the proprietor.
4. The consumer uses the vessel with due care and diligence and in accordance with its destination. The consumer may not make any changes to the vessel and may not give the vessel to another person for use without written permission from the proprietor.
5. At the end of the hire period, the consumer hands over the vessel to the proprietor at the agreed time and place and in the same condition as when he received the vessel.
6. The costs directly related to the use of the vessel are for the account of the consumer. These include, for example, port, bridge, quay, lock and berthing dues and fuel costs.
7. The consumer must report damage of any kind to the proprietor as soon as possible. This also applies to facts and/or circumstances that can reasonably lead to damage.
8. The consumer has an excess of maximum 250,- per vessel and per damage case. In the event of liability, the proprietor can hold the consumer liable for more than the deductible amount.

ARTICLE 8 - LIABILITY

1. The consumer is liable for damage and/or loss of the vessel during the period that he hired the vessel. This only applies to damage and/or loss insofar as not covered by the insurance. The consumer shall not be liable if he can prove that the damage and/or loss was not caused by him or by one of his co-inhabitants or cannot be attributed to him and/or his crew. Damage is also understood to mean consequential damage.
2. The consumer is always liable for (consequential) damage he causes as:
    - he wilfully and knowingly uses the vessel outside the sailing area that he has agreed with the proprietor; and/or
    - he deliberately fails to comply with the instructions of the proprietor to retain the vessel and/or to retain the rights of the proprietor.

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

ARTICLE 9 - NON-FULFILMENT OF THE AGREEMENT

1. If the proprietor does not fulfil his obligations under the tenancy agreement, the consumer can terminate the tenancy agreement without having to go to court. In that case, the proprietor must immediately reimburse all amounts already paid by the consumer.
2. The above does not apply if a fault is remedied within 4 hours of the statement or if the proprietor offers an alternative solution that is reasonable.
3. If the consumer hands over the vessel later than at the agreed time and/or not at the agreed location, the proprietor is entitled to a proportional increase in the hire price and to compensation for further (consequential) damage. This right lapses if the late transfer of the vessel and/or the other place of transfer cannot be attributed to the consumer.
4. If the consumer does not hand over the vessel in the same condition in which he received it, the proprietor has the right to repair the vessel in that condition at the consumer's expense. He may also do so if the consumer has not complied with the obligations in article 7 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 8 paragraph 2.

ARTICLE 10 – COMPLAINTS

1. If the consumer has complaints about the implementation of the agreement, he must report them by letter or electronically to the entrepreneur. He must do this within a reasonable (appropriate) time after he has discovered or could have discovered the defects. He must sufficiently describe and explain the complaints.
2. If the consumer has complaints about an invoice, he should preferably report them to the entrepreneur by letter. He must do this within a reasonable (appropriate) time after he has received the relevant invoice. He must sufficiently describe and explain the complaints in his letter.

ARTICLE 11 - CHOICE OF LAW

All disputes relating to this agreement shall be governed by Dutch law, unless other national law applies on the basis of mandatory rules.