

Rental conditions

Rental conditions motorboats and sloops Klinkhamer Watersport.

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These conditions apply to the rental of motorboats and sloops of Klinkhamer Watersport. In cases where the conditions are not provided for, Klinkhamer Watersport will determine whether or not rental will take place or can take place. The purpose of these conditions is to provide clarity about the rights and obligations of the lessor and the lessee.

Terms

- A. The lessor is Klinkhamer Watersport.
- B. The lessee is a person or organization that rents a boat or several boats from the lessor
- C. Rental boat means the vessel that is rented out to the lessee.
- D. The sailing area concerns the area where the lessee may sail with the rental boat.

Article 1. Age, sailing qualities and life jackets

1. The lessor applies a minimum age for lessees and shippers of 18 years. Identification is mandatory.
2. The lessee must have sufficient sailing qualities. The lessor has the right to refuse potential lessee on the basis of this article.
3. The lessor shall provide life jackets to everyone on board if the lessee asks for it.

Article 2. Reservation, payment and cancellation

1. The lessee can reserve boats with the lessor. The reservation is final as soon as the lessor has received a confirmation by e-mail from the lessee.
2. The lessee must pay the rent in cash before the start of the rental period.
3. For open motorboats and sloops the rent includes fuel.
4. If the lessee does not return the rental boat at the agreed time, the lessor has the right to increase the rent proportionally and also to charge any costs of consequential damage to the lessee.
5. Cancellation up to 14 days before the start of the rental period is free of charge. Up to 7 days before the start of the rental period, the cancellation costs are 50% of the rent. In case of cancelling within 7 days before the start of the rental period, the cancellation costs are 100% of the rent.
6. The lessor can cancel the reservation due to (extreme) weather conditions. The lessor will contact the lessee before the start of the rental period. In the event of force majeure, no cancellation fees will be charged.

Article 3. Sailing, rules of conduct and sailing area

1. The lessee will use the rental boat as intended; with professional care and due diligence
2. The lessor shall provide the lessee with a map of the permitted sailing area.
3. It is not allowed to leave the Vinkeveense Plassen.
4. The lessee must comply with the maximum number of people on board applying to the rental boat.
5. The lessee must comply with the Inland Waterways Police Regulations and the maximum sailing speeds in the sailing area.
6. The lessee must ensure that the skipper of the rental boat is not under the influence of alcohol and/or narcotics.
7. The lessee must return the rental boat to the lessor in a clean and tidy manner at the end of the rental period.

Article 4. Deposit, damage and liability

1. The lessor ensures that the rental boat is in good condition before the start of the rental period.
2. The lessor will provide adequate third-party and Casco insurance for the rental boat.
3. The lessee has an excess of EUR 250, - in case of damage to or loss of the rental boat or damage to third parties. In the event of damage, the lessee must pay the excess directly to the lessor, in cash or by debit card.
4. The lessee must report loss of and/or damage to the rental boat and/or third parties directly to the lessor by phone number 0294-291545.
5. In the event of damage due to gross negligence and/or damage occurring outside the permitted sailing area, not only the excess, but the full amount of the damage will be charged to the lessee.
6. The lessor is not liable for physical injury and/or damage to the lessee's private property.
7. The lessee is not allowed to repair the rental boat without permission of the lessor.