

GENERAL RENTAL CONDITIONS FOR BOAT AND EQUIPMENT RENT 2024

Rights and obligations of lessor:

- 01 The lessor ensures that the vessels are complete, in good condition and can be used for the intended purpose.
 02 The lessor ensures that all boats have a liability insurance. Any damage will be recovered from the tenant.
 03 In the event of damage, the lessor reserves the right to withhold the entire deposit and to charge any residual damage to the tenant.
 04 We **recommend taking out Safety Tool damage insurance via our website**, unfortunately the camping raft (Treibgut) is not covered by this insurance.
 05 The lessor is not liable for damage to personal belongings, bodily injury or accidents of all persons on board.
 06 The lessor is not liable for theft or loss of goods during the rental period.
 The lessor may, due to bad weather conditions (wind force 5 or more) and/or excessive use of alcohol and/or other narcotics, prohibit the renter from sailing or return to the marina or to a mooring place designated by him. In this case the lessor is not obliged to reimburse rents.
 07 The lessor has the right to use any taken photos and film material for promotional purposes, unless otherwise agreed in writing in advance.
 08 **By signing the booking forms (on paper / or online) you agree to the general rental conditions for boat and equipment rental 2024.**

Rights and obligations of renter:

- 10 The renter has the right to use the vessel rented by him and will receive the vessel at the agreed time, boarding and explanation of the boat falls within the rental time or rental period.
 Before departure, the renter checks the boat for damage and the available inventory, if necessary, using the "**rental inspection form and/or inventory list**".
 11 **Defects, damage or shortages will be reported to the renter immediately before departure**, with special attention to scratches on the vessel. On a sailing boat, extra attention is required for the standing and running rigging (mast & stays, lines/halyards, shackles, etc.) of the vessel.
The renter must use the vessel with due care and good skipper, in accordance with the destination (also in terms of persons on board). The renter is deemed to have sufficient skills.
 12 The renter must be able to show valid identification upon request. Without prejudice to the fact that the renter must have sufficient skills and knowledge, a minimum age of 16 years applies to renters without a relevant diploma for sailing and motorboats, with the exception of sloops, minimum age 20 years and Treibgut camping raft, minimum age of 18 years.
 13 The renter is aware of (local) laws and regulations and applies the priority rules that are common on the water. Fines in connection with violation of the rules will be charged to the renter.
 14 It is not permitted to navigate the Maas with a sailing boat or pedal boat without a motor.
 15 At the end of the agreed rental period, the renter must hand over the vessel to the lessor clean and damage-free, at the agreed location, regardless of the (weather) conditions. Getting out and possibly cleaning falls within the rental period or rental period. If the renter leaves the vessel in an emergency, he must inform the lessor as soon as possible.
 16 The renter is liable for the (consequences of) damage and/or loss of the vessel that occurs during the time that he has access to the vessel. The lessor's permission is required in all cases to carry out repair work and/or replace missing items.
 17 Subsequently discovered, unreported damage or missing items will always be charged to the tenant.
 18 Damage to buildings, grounds and/or scaffolding will be recovered from the perpetrator or lesser.
 19 Late returns of the rented property will be charged at the applicable rental prices with a minimum of **€ 20,00 per boat per hour started**.
 20 Relief actions carried out by rescue brigade or Sailcenter Limburg staff will be charged at **€ 75,00 per hour** with a minimum of **€ 45,00**, per case

Reservation, payments, deposit, damage, invoices, cancellation;

- 21 In case of reservation, the lesser requires advance payment of the applicable rental price, unless otherwise agreed.
 22 Improper use of discount codes will always be corrected at the applicable rental prices.
 23 If the renter does not receive the rented property at the agreed time, he cannot derive any rights from his reservation. The lessor can also re-rent the rented property 1 hour after the agreed arrival time. Always notify the lesser in case of delays.
 24 The full rental amount and the deposit must be paid (by bank transfer to account number **BE53235042839353**, **stating your booking number or in cash on the day itself**) **at the latest on the start date of the rental period and before departure**.
 25 **For payment of the deposit by card payment, € 7,50 administration costs will be charged.**
 26 The deposit for SUP, canoe or pedal boat is € 25,00, for sailing boats and motorboats € 100,00, for sloops and Treibgut camping raft € 300,00.
 27 The deposit will be returned at the end of the rental period, minus the amount that the tenant still owes to the landlord for damage, loss, towing, late return, fuel consumption, etc. If the damage amount is greater than the deposit, a damage invoice will be drawn up.
 28 Deposits paid by bank will be returned within 7 days after the rental period according to conditions.
 29 Invoices are payable within 14 days of the invoice date. By operation of law and without any notice, late payment interest of 12% per year is due on the balance of the invoice from the due date until the date of full payment.
 30 Art. 1139, 1147 and 1152 of the Civil Code is applicable, after the payment term has expired, the unpaid amount of the invoice will be increased by 10% by operation of law, without any notice of default being required, with a minimum of € 125,00 by way of contractual lump sum compensation.
 31 All disputes regarding the present invoice are under the exclusive jurisdiction of the Peace Court in Bree and the Commercial Court in Tongeren.
 32 **Cancellation and possible costs:**
 Cancellation is not possible for reservations to which discounts; benefit coupons or coupon codes apply (or have previously been applied).
 Cancellation up to 14 days before departure, you'll receive a refund of the booking amount minus € 12,50 cancellation costs for amounts up to € 200,00.
 Cancellation up to 14 days before the departure, you'll receive a refund of booking amount minus € 17,50 cancellation costs for amounts greater than € 200,00.
 Cancellation up to 3 days before departure, you pay 50% of the booking amount;
 Cancellation less than 3 days before departure, you pay 100% of the booking amount.
 If you make use of the flexible cancellation/relocation conditions, you'll pay € 12,50 administration costs if you cancel up to 12:00 noon the day before departure (for day rental) or 48 hours before the start of the rental period (for multi-day rental) if notified by email to info@sailcenterlimburg.com
 33 **In the event of a no-show, the full booking amount will be charged.**