

# TERMS AND CONDITIONS N LOT OF CARP

## A. OBLIGATIONS LOT OF CARP

Lot of Carp, hereinafter referred to as 'owner', is obliged:

1. To appear on time and at the place as agreed in this agreement;
2. The boat in good condition and complete with agreed inventory and accessories to be delivered;
3. Deliver the fuel and gas tanks filled;
4. Provide the tenant with sufficient instructions in advance for the use of the boat, the inventory and accessories.

## B. CLIENT'S OBLIGATIONS

The client is obliged:

1. To pay the rent and deposit owed, or cancellation costs respectively, even if he does not use the boat or for part of the rental period;
2. Ensure that he has some boating experience;
3. Use the boat as a careful skipper, in accordance with the information guide;
4. Follow the instructions of the landlord and river authorities;
5. Not to give or rent the boat to anyone other than those specified in this agreement;
6. The boat must be returned to the owner on time (as agreed in this agreement) and in the same condition as at the start of the rental period - barring normal wear and tear. The client can choose not to clean afterwards. In this case, the cleaning costs amount to € 80.

## C. CAUTION

At the start of the rental period, the client pays a deposit of € 500 to the owner. This amount will be refunded to the client by the landlord, without deduction of administration costs or the like, after deduction of what the tenant still owes the owner.

## D. CANCELLATION CLIENT

1. The client must cancel in writing or by e-mail.
2. In the event of cancellation, the tenant owes the following cancellation costs:
  - 15% of the rental price in case of cancellation more than 3 months before the start date of the rental period;
  - 50% of the rental price in case of cancellation more than 2 months but not more than 3 months before the start date of the rental period;
  - 70% of the rental price in case of cancellation more than 1 month but no longer than 2 months before the start date of the rental period;
  - 90% of the rental price in case of cancellation from 1 day but no longer than 1 month before the start date of the rental period;
  - 100% of the rental price if canceled on the start date of the rental period.

## E. CANCELLATION CLIENT DURING STAY

If the client decides to leave one or more days earlier during the stay, the client will consult with the owner. The owner then tries to bring the boat change forward one (or more) days. If this is not possible, the client owes € 75 per day in connection with extra work for the owner.

## F . CANCELLATION/CHANGE OWNER

Lot of Carp reserves the right to make a change, as well as the right to cancel, in case of force majeure (for example bad ( weather ) conditions, technical problems, boat damage, engine damage, etc.). Owner also reserves the right to cancel the booking to cancel under certain circumstances. Owner has the right to make substantial changes to the booking, including but not limited to changing the sailing area, changing the travel date and changing to a less luxurious boat type. If a major change in booking is made (other than due to failure to pay), the owner will:

- a) Offer an alternative trip of the same or better quality (if available)
- b) Offer an alternative trip of a lower quality and reimburse the price difference; or
- c) Cancel the trip and refund the full travel sum.

## G. NON-PERFORMANCE

1. If one of the parties does not fulfill its obligations, the other has the right to dissolve the agreement in whole or in part. In the event of dissolution, there is also a right to compensation for any damage, if the shortcoming can be attributed to the other party.
2. In the event of dissolution or partial dissolution due to a shortcoming on the part of the owner, he will refund any rent and deposit paid in proportion to the dissolution.
3. If the client returns the boat later than agreed, the owner is entitled to a proportional increase in the rent and compensation for the resulting damage during the rental period.

## H. COSTS DURING RENTAL

1. The costs that are directly related to the use of the boat (fuel and the like) are for the account of the client during the rental period. The fuel tank is delivered full by the client when the boat is returned.
2. The necessary costs of normal maintenance, repair, towing assistance and storage due to mechanical defects will be borne by the owner. In such situations, the client must contact the owner immediately. Reimbursement of costs incurred will be made upon presentation of specified invoices. If possible, the client will take back replaced parts for the owner.

## I . INJURY/DAMAGE

1. In the event of theft, seizure or significant damage to the boat, inventory and accessories, the client will consult with the owner. The client adheres to the instructions of the owner.
2. The client is liable for all damage incurred during the rental period, including to third parties, and related towing and salvage costs.
3. The owner is never liable for damage to and/or loss of the client's properties. The client takes all his or her belongings on board at his or her own risk. The owner is never liable for damage caused by death or injury of the client, unless caused by intent on the part of the owner. The owner is never liable for damage to persons or property of the client that occurs when entering the items used by the owner, including the boarding jetty and the boats. The client enters these matters at his own risk.
4. The client is liable for damage to property of the owner, property of third parties, if these arise from and/or are related to non-compliance and reckless act. The client undertakes to report damage caused by any cause whatsoever during or immediately after it has occurred to the owner in writing and orally. The client represents and guarantees that each of the passengers is aware that they enter the boat at their own risk, is aware of the risks of entering and sailing with the boat and indemnifies the owner against all third-party claims related to damage that is incurred on board the boat.

## J. INSURANCE

Damage or theft to/of the boat or its contents is not insured. The client is liable for all damage incurred during the rental period. The client has travel and/or liability insurance.