

General terms and conditions for hiring boats from Canal Explorers

These general terms and conditions are translated from Dutch. If there is a difference between the Dutch version and the translated version, the Dutch text prevails. The Dutch version of these general terms and conditions was deposited on April 11th of 2008 at the Chamber of Commerce in Amsterdam.

1. Definitions

1.1 The following definitions apply:

- a) letter: Canal Explorers, acting under the name of 'Boaty';
- b) hirer: natural person (consumer) who on behalf of himself, or on behalf of a group, rents a boat;
- c) rental agreement: the agreement that letter and hirer use to agree upon paying for the temporary use of a boat;
- d) boat: the whole vessel, including electronic parts.

2. General rules

- 1) Letter lets boats for a complete day or a part of it. The boats must in all cases be returned before sun set, unless letter and hirer agreed differently in advance in written form.
- 2) The boats may be used by a maximum of 6 persons per boat.
- 3) The minimum age for renting and/or operating a boat is 18 years.
- 4) Operation of the boat is prohibited under the influence of alcohol and/or drugs.
- 5) The use of confetti, fire works, rice, etc. is not permitted
- 6) It is forbidden to throw rubbish out of the boat. Hirer gets a plastic dirt bag with every rental. Upon return, hirer can leave the dirt bag in the dust bin at the rental location. If the boat is returned in a dirty state, letter may charge a cleaning fee of at least 25 euros.
- 7) Hirer must ensure to cause as little hassle as possible to others. Live music and/or electrically reinforced music is not permitted on board.
- 8) At dawn, hirer is obliged to use the light that letter provides.
- 9) It is not allowed to leave the boat out of sight.
- 10) In case of bad weather conditions (visibility of less than 50 meters, constant rain, thunder, lightning, strong winds) letter is entitled to cancel the rental agreement while offering a reasonable alternative to hirer.
- 11) At any given time letter is entitled to cancel the rental agreement and take back the boat if hirer does not stick to the general terms and conditions. Nevertheless, hirer must pay the rent.

3. Rules on the water and geographic borders

- 1) The boats may be used on the Amsterdam canals and the Amstel river. Taking the boat to other areas is not permitted. For the sake of safety, it is forbidden to take the boat on: Nieuwe Herengracht, IJ, the port area, Amsterdam-Rijnkanaal and the Westerkanaal/Kostverlorenvaart/Schinkel route. However, this latter route may be crossed.
- 2) Hirer must sail as much as possible at the right-hand side of the water.
- 3) Hirer must obey traffic signs and traffic lights.
- 4) Hirer must always be aware of other boats on the water, in particular at bridges, junctions and narrow passages.
- 5) It is prohibited to moor at bridges, junctions and house boats.
- 6) Give priority to tourist boats, cargo liners and other profession boats and all vessels larger than 20 meters, even if they come from the left.

4. Obligations of letter

- 1) At the start of the rental period letter hands the boat over to the hirer. Letter ensures that the boat is in a good state and that it can serve for the use for which it is intended.
- 2) Letter informs hirer of possible damage before the start of the rental period and confirms this in written form.
- 3) The costs of regular maintenance of the boat are at the expense of letter. Letter does not compensate for repairs carried out by hirer himself or for hirer by third parties.

5. Obligations of hirer

- 1) Hirer must obey all indications of letter and/or his staff.
- 2) Hirer is considered to have sufficient skills for careful and safe handling of the boat.
- 3) Hirer will take good care of the boat, will use it in accordance with these general terms and conditions and will not make any alterations to the boat.
- 4) Without written authorisation of letter it is not allowed to give, rent or sell the boat to others, nor entirely nor partially.
- 5) Inventory (such as maps, life vests, oars, lights, etc.) must be returned in the same state they were received in. Missing or damaged inventory will be charged to the hirer.
- 6) Before departure hirer must check if the inventory is present, complete and working. If not, hirer has to inform letter immediately.
- 7) Before departure hirer must check the boat for possible damage not recorded by the letter. If there is any damage not recorded by the letter, hirer must inform letter before departure.
- 8) At the end of the rental period hirer must return the boat in the same state and at the same place. Only if agreed upon before in written form, hirer is allowed to return the boat at another place.
- 9) Should hirer for whatever reason not be able to return the boat at the time agreed upon, he shall inform letter by telephone as soon as possible. If the boat is returned more than 15 minutes later than the time agreed upon, letter will charge an additional euro 15, - per 15 minutes. On top of that, letter is entitled to charge any other possible damage resulting from the delay to hirer, unless hirer is clearly not to blame for the delay.
- 10) In case of any problems hirer must inform letter as soon as possible by telephone.

6. Liability

- 1) Letter ensures that the boat is insured for third party liability and damage to the boat in the geographical area agreed upon. In case of damage there is an excess of euro 250, -
- 2) In case of loss or theft, hirer is completely responsible and will be charged the entire purchasing value of a new boat.
- 3) Hirer is also completely responsible in case of severe ignorance, failure, recklessness and/or neglecting of indications by letter and/or his staff.
- 4) In case of non-compliance to these general terms and conditions and/or complaints from third parties as a result from this, hirer is completely responsible for any damage and costs, including possible resulting claims from third parties against letter.
- 5) During the rental period hirer is responsible for any damage to the boat, to himself, to his passengers and to third parties that is not covered by the insurance.
- 6) Letter can not be held responsible for any damage whatsoever before, during or resulting from the rental period. The only exception is when letter has made deliberate and severe mistakes. Then the maximum compensation is limited to the rental fee.
- 7) Hereby letter informs hirer about the risks of joints that get stuck between the boat and other objects and the heating of the aluminium that the boat is made of. Letter can not be held responsible for any damage resulting from this.
- 8) Parents are responsible for their children.
- 9) Letter is not responsible for theft or damage to personal belongings that hirer brings along on the boat.
- 10) Hirer must inform letter as soon as possible about any damage, facts or circumstances that may result to other damage. Anything of this matter that is not reported to letter will be charged to hirer and is excluded from the insurance.
- 11) In case of usage outside the geographical area agreed upon, hirer is completely responsible for any damage.
- 12) If the boat is not returned in the same state it was received in, letter is entitled to charge any necessary repairs to hirer. This does not apply when the damage is covered by the insurance. Then the hirer only has to pay the excess of euro 250.

7. Reservations

- 1) Reservations for one or more boats can be made via telephone or internet. They are valid only after confirmation from the letter by internet.
- 2) Payment occurs directly after making the reservation, by means of Ideal or credit card, unless agreed differently in written form.
- 3) In case of cancellations, hirer is not entitled to a refund. However, in case of bad weather forecasts hirer has the right to alter his reservation up to 24 hours before the beginning of the rental period. This is possible by phone or internet and free of charge. The reservation can be switched to another date, with a maximum of one year after the initial rental period.
- 4) Cancellations of a reservation less than 24 hours before the start of the rental period and no shows will be charged the complete rental amount. Hirer is not entitled to alter the reservation to another date.
- 5) When hirer is more than one hour late without prior telephone notice the full rental amount will be charged and letter is entitled to rent the boat to someone else. Hirer is not entitled to an alternative.
- 6) Hirer may ask the letter to let someone else use the reservation.
- 7) When a reserved boat is not available at the place agreed upon one hour after the start of the rental period agreed upon and letter and hirer can not agree on a reasonable alternative, hirer is entitled to a compensation of at most 25% of the rental amount, unless letter informed hirer at least two hours before the start of the rental period that the reserved boat will not be available.
- 8) If letter cancels the reservation due to bad weather forecasts (visibility of less than 50 meters, constant rain, storm, thunder, lightning) hirer is entitled to a refund of the full rental amount, but not to aforementioned compensation of up to 25% of the rental amount agreed upon. Never, hirer is entitled to a compensation of more than 25% of the rental amount agreed upon.

8 Renting without a reservation

- 1) It may be possible to rent a boat without a reservation. Than, payment will take place at the rental location before the beginning of the rental period, by means of Ideal, credit card or PIN. Letter does not accept cash payments, unless agreed differently before in written form.

9 Deposit

- 1) Before the start of the rental period, hirer has to present a valid ID together with a valid credit card, unless agreed differently before in written form. Both must be on the name of hirer. A credit card slip signed by hirer in combination with a copy of the ID is used as a deposit. Letter does not accept cash money, identification documents or any other matters as a deposit. Letter will ask for an authorisation of euro 250,- as a deposit in case of damage. If there is no damage letter destroys the credit card slip at the end of the rental period.

10 Complaints and disputes

- 1) Hirer must inform letter of complaints directly after the rental period, with proper argumentation.
- 2) Dutch law applies to this rental agreement. Only the Amsterdam court is competent to deal with disputes that result from the agreement.