

General conditions/ Canal Motorboats/ English

Article 1. Definitions In these general terms and conditions.

The following terms are used in the following meanings, unless explicitly stated otherwise:

Canal Motorboats: Canal Motorboats is the user of these general terms and conditions and can also be regarded as the lessor. Tenant: The person who enters into an agreement with Canal Motorboats or to whom Canal Motorboats has issued a quotation to which these general terms and conditions apply.

Article 2. General

1. Canal Motorboats rents out vessels. The tenant must behave in accordance with these general terms and conditions and at all times ensure compliance with all rules included in the general terms and conditions by all persons on board. If it appears that the tenant (or a person from the tenant's party) does not behave in accordance with Canal Motorboats' general terms and conditions, Canal Motorboats reserves the right to immediately terminate the agreement. In such a case, there is no right to a refund of any monies already paid.
2. These general terms and conditions apply to all (rental) agreements of Canal Motorboats. Entering into an agreement by the tenant without comment, referring to these general terms and conditions, is considered consent to the application of these general terms and conditions.
3. Deviations from these general terms and conditions are only possible if the parties have explicitly agreed in writing in advance. The applicability of any general terms and conditions used by the tenant is expressly rejected. Such application can only take place validly if the parties have explicitly agreed in writing in advance.
4. Situations not regulated in these general terms and conditions, or about which there is uncertainty, should be assessed according to the spirit and purpose of these general terms and conditions.
5. Canal Motorboats reserves the right to change or supplement these general terms and conditions. Changes of minor importance can be made at any time. If the tenant does not accept a change, he may terminate the agreement until the date on which the new conditions become effective.
6. Canal Motorboats ensures that the vessel is in good condition, complete with the extras mentioned in the contract, and that it can serve the purpose for which it is intended. The lessor also ensures adequate third-party and comprehensive insurance of the vessel (max. €250.00 deductible).
7. Renting a boat is at your own risk. Canal Motorboats is not liable for damage to goods or for any physical injury/accident unless such damage and/or injury/accident is the direct result of a defect in the vessel provided by the lessor.
8. Canal Motorboats may not allow the tenant to depart or may require returning to the marina or immediately to a designated mooring place due to bad or dangerous weather conditions and/or excessive use of alcohol and/or other narcotics. It is strictly forbidden to have amplified music on board.

Article 3. General obligations of the tenant

1. The minimum age to rent/drive a vessel from the lessor is 18 years.
2. The use of conflict, fireworks, rice, etc., is not allowed on board.
3. No waste may be thrown overboard. After the rental period, the tenant can dispose of the waste in the garbage bin at the rental location. If the vessel is not free of waste when leaving the vessel, the tenant is then liable for a cleaning fee of at least €50.
4. The tenant must comply with all navigation rules and sign rules.
5. The tenant may not sail in areas where it is not allowed. This is indicated by signs and on the provided map (including the IJ).
6. The tenant may not sail close to houseboats or photograph inside houseboats.
7. The tenant must at all times comply with the instructions of the lessor.
8. The tenant is assumed to have sufficient skills for careful and safe handling of the vessel.
9. The tenant shall not lend the vessel without written permission from the lessor.
10. Only if agreed in writing in advance, may the tenant return the vessel at a different location.
11. If the tenant is unable to return the vessel for any reason, they must inform the lessor by phone as soon as possible. If the vessel is transferred more than fifteen minutes later than the agreed time at the agreed place, the lessor charges €30 per quarter-hour extra and is entitled to compensation for any further consequential damage, unless the late return cannot be attributed to the tenant.
12. It is prohibited to have more persons on board on the vessel than stated in the agreement. All consequences thereof are at the expense and risk of the tenant. If it is found that more than the maximum number of people are on board, Canal Motorboats reserves the right to withhold the own risk of the tenant. If a control by the law enforcement authorities shows that this rule is being violated, all associated costs will be entirely at the tenant's expense.
13. It is prohibited to operate a vessel under the influence of alcohol and/or drugs.
14. In twilight, it is mandatory to use the provided light visibly.
15. The tenant must ensure as little nuisance as possible for others on the water and for residents.
16. Music is not allowed on the vessel. It is therefore not allowed to bring loudspeakers on board, even when they are turned off. A deposit of €140 will be withheld, and the sloop can be denied, when a music box is brought on board and/or music is played.
17. If the tenant leaves the vessel in an emergency, they must inform the lessor as soon as possible.
18. Children (under 18 years) are the responsibility of their parents.
19. The boats may not be used to express general political or social commentary/personal rants in the broadest sense of the word while sailing or from the boat. If this does happen, statements that comply with this will be immediately removed.

If this condition is not respected, a fine and immediate cancellation of the reservation will follow.

Article 4. Damage, loss, inventory, liability

1. The lessor shall ensure that the vessel is insured for the tenant for legal liability (WA) and hull damage for the navigation in the area agreed between the lessor and the tenant. Per vessel, the tenant has a non-deductible own risk of €250 per case for W.A. and hull damage.
2. The tenant is obliged to immediately report any damage that occurs during the rental period (both to the vessel and to third parties) immediately to the lessor. If the tenant does not do so, the damage is not covered by the insurance and the tenant is fully liable for the full costs to repair the damage.
3. In case of serious incompetence, negligence, recklessness, and/or non-compliance with instructions from the lessor and/or his personnel, the lessor will not make a claim under the insurance, but the tenant is fully liable for all suffered consequential damage for the lessor and/or third parties.
4. The vessel and inventory (such as maps, life jackets, paddles, cushions, blankets, etc.) that the tenant receives from the lessor must be delivered in the same condition as they were at the beginning of the rental. In case of loss or damage, the lessor will charge the tenant an amount equal to the replacement value/repair value.
5. In case of loss or theft of the vessel, the tenant is fully liable for the lessor's suffered damage in all cases.
6. Before going on the canals, the tenant must check whether the inventory listed in the rental agreement is present, complete, and in good condition before departure. If this is not the case, the tenant must inform the lessor before departure.
7. The tenant must check the vessel for any damage not recorded by the lessor before departure. If the tenant discovers that there is damage not recorded by the lessor, the tenant must inform the lessor before departure.
8. At the end of the rental period, the tenant must return the vessel, in the same condition as when received, at the agreed time and place regardless of weather conditions.
9. The tenant is liable for any consequential damage and/or loss of the vessel, as far as not covered by the insurance, occurring during the time he has the vessel under his possession. The tenant is not liable if he can demonstrate that the damage and/or loss is not attributable to him or any of his fellow passengers.
10. The lessor cannot be held liable for personal injury or damage of any kind, regardless of the cause, before, during, or as a result of renting a vessel from the lessor. Damage also includes consequential damage.
11. An exception to this is the legal obligation for compensation for damage due to demonstrable intent or gross negligence by the lessor. This legal compensation by the lessor to the tenant will be a maximum of the amount that the lessor gets reimbursed from his legal liability insurance for the incident in question.
12. The lessor is not liable for theft and/or damage to property that the tenant brings on the vessel.

Article 5. Reservation, payment, cancellation

1. In the case of reservations, the lessor may request an advance payment. If the tenant fails to make the advance payment on time or fails to take possession of the rented item on time, they shall forfeit any rights stemming from the reservation. Reservations for one or more vessels can be made via the internet or by phone. Reservations are only considered valid after confirmation by the lessor, either via the internet or in writing.
2. Up to 48 hours before the reservation start time, the tenant may reschedule the reservation free of charge, for up to one year after the originally booked date. Complete cancellation? In such an event, the tenant owes Canal Motorboats 50% of the total agreed rental rate to Canal Motorboats. If the booking is cancelled, the reservation, discount code or gift voucher may be rescheduled free of charge once only, provided the cancellation conditions have been met. A second change is not possible.
3. In the event of hazardous weather conditions (such as storms or thunderstorms), only Canal Motorboats can reschedule the reservation free of charge for a date to be determined by them. Up to one year after the originally booked date. This is subject to the condition that the payment for the canceled reservation will be converted into a credit; there will be no refund of the paid amount. Canal Motorboats will contact the tenant accordingly. King's Day, Gay Pride, and other events cannot be canceled at all.
4. If the tenant is more than 1 hour late, rescheduling or cancellation is not possible.
5. If the tenant is more than 1 hour late, the tenant owes the full rental amount, and the lessor has the right to rent the vessel to another party. In such a case, the tenant has no right to an alternative. The lessor may terminate the agreement immediately and repossess the vessel if the tenant fails to comply with the general terms and conditions. The tenant is also obligated to pay the full rental price for the previously agreed-upon period.
6. If a reserved vessel is not available at the agreed location 1 hour after the start of the reserved rental period, and the lessor cannot offer a reasonable alternative, the tenant is entitled to a refund of the agreed rental amount, unless the lessor has notified the tenant of the unavailability of the reserved vessel at least two hours before the agreed time. The tenant has no claim to additional compensation.
7. If the tenant returns the vessel earlier than the agreed rental period at the rental location, there is no entitlement to a refund of the paid rental amount or any portion thereof. Even without a reservation, it may be possible in some cases to rent a vessel. Payment is then made on-site before the commencement of the rental agreement, in cash.
8. A rescheduled booking cannot be rescheduled again.

Article 6. Events

1. Canal Motorboats reserves the right to charge adjusted daily rates during King's Day, the Gay Pride, the Prinsengracht Concert, SAIL, and other events.
2. The cancellation conditions do not apply during events and on the days mentioned above. Cancellation by the tenant is not possible. Only the lessor can cancel the agreement.

Article 7. Visual material

It is possible that Canal Motorboats will take photos or video material during the boat trip. By agreeing to these general terms and conditions, you agree that Canal Motorboats may use this material for commercial purposes.

Article 8. Complaints and disputes

1. In case of complaints, the tenant must inform the lessor in writing within a week of the rental date, with a proper explanation and substantiation of the complaint.
2. Dutch law applies to the rental agreement. Only the competent court in Amsterdam is authorized to take cognizance of disputes. If the tenant has received a version of these conditions translated from Dutch and this leads to differences in the texts, the Dutch text prevails.
3. If the tenant has received a version of these conditions translated from Dutch and this leads to differences in the texts, the Dutch text prevails.