

2025 GENERAL RENTAL CONDITIONS RANDSTAD RECREATIES BV

IMPORTANT RENTAL CONDITIONS IN BRIEF:

- The rental rates include VAT, fuel and/or electricity.
- The lessee must be insured at least third-party liability.
- The skipper must be at least 18 years old for our whisper sloops (boats) in Delft and Rijswijk and at least 21 years old for our sloops (boats) MEREL, LUCA and LOBKE.
- When renting a sloop (boat), a cash deposit of at least € 100.00 (one hundred euros) applies (deposit amount depends on the selected sloop (boat)) and is also the 'OWN RISK' in case of sailed damage. The deposit will be refunded immediately after sailing if no damage has occurred. Alternatively, you can also leave a debit or credit card for our whisper sloops (boats) in Delft and Rijswijk or leave your passport, ID or driver's license for our sloops (boats) MEREL, LUCA and LOBKE. If damage occurs, the 'OWN RISK' (in the form of the amount of the relevant deposit) must still be paid on site.
- Before departure, the lessee's identity document is checked for authenticity and validity.
- If the agreed end time is exceeded, a minimum of **€15.00 (fifteen euros) per 15 minutes** (height amount depending on the type of boat) will be charged. This will be deducted from the deposit or will be charged and must be paid on the spot.
- The lessee must return the sloop (boat) in reasonably clean and complete condition. If the sloop (boat) is not returned in reasonably clean condition after sailing, at least **€ 20.00 (twenty euros) extra cleaning costs** (height amount depending on the type of boat) will be charged and will be deducted from the deposit or must be paid on the spot.
- Any waste must be removed from the ship by the lessee. There are sufficient waste bins at the locations.
- In the event of damage or breakdown, always contact us immediately by telephone **+31 (6) 4282 6100**.

DEFINITIONS:

In these general rental conditions, the following definitions apply:

LESSOR: Randstad Recreaties bv

LESSEE: natural person who enters into the agreement with the lessor on his own behalf, or on behalf of a group, not acting in the exercise of a profession or business (consumer).

RENTAL AGREEMENT: the agreement whereby the lessor undertakes to give the lessee a sloop (boat) without a crew for use in return for payment.

SLOOP (BOAT): The entire sloop (boat), including motor, all built-in electronics and equipment.

GENERAL RULES:

The lessor rents out the sloops (boats) in time blocks of 2, 4, 8 or a maximum of 10 hours. In all cases, the sloops (boats) must be back at the same rental location at the agreed end time, unless otherwise agreed in advance (in writing or by telephone). The maximum number of people on board per sloop (boat) varies from 6 to 14 adults depending on the selected sloop (boat) and may never be exceeded. When booking on site, the lessee must sign a rental agreement made out by the lessor before departure and identify himself by means of a passport, driver's license, or ID card. The sloop (boat) is only handed over after signing the rental agreement and payment of the rental amount and the deposit.

The minimum age to rent and/or sail a sloop (boat) from the lessor is at least 18 years (depending on the selected sloop (boat)). It is forbidden to sail the sloop (boat) under the influence of alcohol or other narcotics. No waste may be thrown overboard or left on the quay.

NOT ALLOWED ON BOARD:

- Smoke
- Open fire
- Mooring in the canals of Delft or The Hague
- Swimming from the boat
- Loud music
- Alcohol, drugs or other narcotics behind the wheel
- Black soles and stiletto heels

The lessee and his fellow passengers must not cause any nuisance to others on the water and to local residents or burden the environment. The lessee must safely moor the sloop (boat). The sloop (boat) may not be left unattended.

In case of bad weather (visibility of max. 25 meters, persistent rain, thunderstorms, strong winds or from weather code 'yellow'), the lessor reserves the right to cancel bookings or to reschedule them in consultation or to offer another reasonable alternative. This usually happens about 24 hours before departure.

The lessor can consider the rental agreement to be dissolved without the intervention of the court and immediately take back the sloop (boat) if the lessee does not comply with the general terms and conditions and (sailing) rules. In these cases, the lessor is not obliged to repay the rent paid.

SAILING RULES AND SAILING AREA:

The lessor's sloops (boats) may be used on inland waterways within a radius of up to 30 kilometers measured from the rental location. The use of the sloops (boats) outside this area is not allowed unless in written or oral allowed. In connection with the safety of the lessee, the fellow passengers and the sloop (boat), it is only allowed to sail through canals as indicated on the provided sailing chart. This is due to the limited clearance height of certain bridges and the extreme number of aquatic plants in certain canals.

The lessee must sail on the right side (starboard) as much as possible. The lessee must adhere to water traffic signs (see chart '**SAFE BOATING TIPS**' in the information folder). The lessee must at all times take into account fellow users on the water and in particular at bridges, crossings and narrow sections. It is not allowed to moor in the canals of Delft and The Hague. Non-motorized sloops (boats) such as SUP boards, canoes, rowing boats, tour boats, cargo ships, other professional sloops (boats) and (other) ships larger than 20 meters have priority at all times.

OBLIGATIONS:

Before departure, the lessee and the lessor check whether the standard equipment included in the rental agreement is present, complete and sound. The lessee and lessor check the sloop (boat) for any existing damage before departure. Existing damage to the sloop (boat) or standard equipment will be noted on the rental agreement.

The lessee must at all times adhere to the instructions of the lessor and/or its employees or additional instructions on board. The lessee is expected to have sufficient skills for safe handling of the sloop (boat). The lessee is not allowed to tow other sloops (boats) or objects.

The lessee will use the sloop (boat) as a good skipper and in accordance with the destination and these general conditions and will not make any changes to the sloop (boat). The lessee will not give up the sloop (boat) in use without written permission from the lessor, neither in whole nor in part. The equipment (such as sailing charts, life jackets, paddles, cushions, etc.) that the lessee receives from the lessor or is on board must be in the same condition sailing as before the departure. In the event of loss or damage, the lessor will charge the lessee an appropriate amount (see list of costs standard equipment).

LIST OF BOAT AND STANDARD EQUIPMENT (including VAT):

<i>Epropulsion Spirit 1.0 Evo Electric Motor</i>	€	2489,00
<i>Epropulsion Navi 3.0 Electric Motor</i>	€	3899,00
<i>Epropulsion Digital Speed Lever</i>	€	450,00
<i>Epropulsion: E80 battery</i>	€	3499,00
<i>Epropulsion E175 battery</i>	€	4499,00
<i>Cushion set</i>	€	500,00
<i>"Bimini" solar roof (location Rijswijk)</i>	€	600,00
<i>Fenders</i>	€	25,00
<i>Mooring lines</i>	€	20,00
<i>Peddle with hook</i>	€	25,00
<i>Life jacket</i>	€	40,00
<i>lifebuoy</i>	€	90,00
<i>Fire extinguisher</i>	€	40,00
<i>Boat table</i>	€	150,00
<i>Pouring spade</i>	€	20,00

The lessee is responsible for providing fellow passengers who cannot swim with a life jacket, whether or not provided by the lessor. Life jackets are available at all locations and can be booked via the booking system. The lessee is not allowed to let children under the age of 12 sail the boat.

DEPARTURE AND RETURN:

The departure time and return time of the booked time block are stated on the (digital) rental agreement. If the lessee is not going to meet the agreed time of return for whatever reason, the lessee must inform the lessor by telephone as soon as possible to discuss this. If the sloop (boat) is handed over later than the agreed return time without notification, the lessor will charge **an additional minimum €15.00 (fifteen euros)** (height amount depending on selected sloop (boat)) **per 15 minutes**, and the lessor is entitled for compensation for any further (consequential) financial damage, unless the late return cannot be attributed to the lessee. The extra costs will initially be deducted from the deposit or must be paid on the spot. If the sloop (boat) is so late that the next lessee is disadvantaged, the lessor has the right to take the entire deposit and recover the further consequential financial damage from the lessee. In case of emergencies, in whatever form, the lessee must contact the lessor by phone as soon as possible.

At the end of the rental period, the lessee must return the sloop (boat) to the lessor in the same condition in which he received the sloop (boat). The sloop (boat) is delivered clean and must also be returned reasonable clean. If the sloop (boat) is not returned in reasonably clean condition after sailing, **a minimum € 20.00 (twenty euros) extra cleaning costs** (height amount depending on the rented sloop (boat)) will be charged and deducted from the deposit or charged on the spot. Waste must be taken off board yourself. There are sufficient waste bins at the locations.

LIABILITY AND DAMAGES:

The lessor ensures that the sloop (boat) is insured for third-party liability for the purpose of rental. For each sloop (boat), the lessee has a non-redeemable **'own risk'** of at least a minimum of **€ 100.00 (one hundred euros)** (height amount 'own risk' depending on selected sloop (boat)) per case in the event of damage to danger. In the event of loss or theft during the rental period of the sloop (boat) and its standard equipment, the lessee is in all cases fully liable for the financial damage.

In the event of serious negligence, recklessness and/or failure to comply with the general sailing rules and instructions of the lessor and/or his employees, the insurance will not be invoked, but the lessee himself is fully liable. The lessee is also in default if it turns out that he does not comply with obligations under these general rental conditions. In the event of non-compliance with this and/or notification of nuisance as a result, the lessee is fully liable for (consequential) damage, costs that the lessor must incur and (consequences of) any claims from third parties to the lessor.

The lessee is liable for damage to the sloop (boat) as well as for damage caused by him and/or fellow passengers to third parties, insofar as not covered by the lessor's insurance, occurring during the time that he has the sloop (boat) in his possession. The lessor cannot be held liable for personal injury or damage of any kind, regardless of the cause, before, during or because of renting a sloop (boat) from the lessor. Damage is also understood to mean consequential damage. An exception to this is the legal obligation to pay compensation due to demonstrable intent or gross negligence on the part of the lessee.

The lessor explicitly points out the danger of trapping limbs between the sloop (boat) and other objects. The lessor cannot be held liable for this either. Children are the responsibility of the skipper, parents or fellow passengers.

The lessor is not liable for theft and/or damage to property that the lessee takes with him on the sloop (boat). The lessee must report damage of any kind, or facts and/or circumstances that can reasonably lead to damage, to the lessor as soon as possible. Damage that has not been reported (both to the sloop (boat) and to third parties) will be fully recovered from the lessee and is not covered by the lessor's insurance.

The lessee is in all cases fully liable for the (consequential) damage caused by him if he uses the sloop (boat) outside the agreed sailing area between him and the lessor. If the sloop (boat) is not in the same condition as the lessee received the sloop (boat), the lessor is entitled, at the expense of the lessee, to restore the sloop (boat) to the condition in which it was at the start of the rental period. The latter does not apply if the costs in question are covered by insurance. Then the lessee only owes the 'own risk' of at least € 100.00 (one hundred euros) (height amount 'own risk' depending on the rented sloop (boat)).

The lessee may not sublet the sloop (boat) or any part thereof. The lessee is responsible for any damage, mechanical or otherwise, that is directly the result of misuse of the sloop (boat) by the lessee, For example, damage to the boat, engine or damage due to irresponsible use.

The lessee may not transport dangerous, toxic or flammable items in or on the sloop (boat).

The lessee is not allowed to sail the sloop (boat) if he is under the influence of alcohol, drugs or other intoxicants.

BOOKINGS:

Making a reservation for one or more sloops (boats) is possible via the booking system on our website or in certain cases via a request by e-mail or phone. Reservations are only valid after confirmation via email by

the lessor. Unless otherwise agreed, payment is made after making the reservation via the booking system or by means of an ING payment request or cash payment of the rent and deposit on the spot.

DEPOSIT:

The deposit for renting our sloops (boats) is at least **€ 100.00 (one hundred euros)** (height amount depending on the booked sloop (boat)). Unreported damage and/or losses of inventory are not covered by the deposit and will be charged in full to the lessee. If damage is caused to the sloop (boat) or to the inventory, this damage will initially be deducted to the paid deposit. In the event of damage caused by gross negligence, willful intent and as a result of irresponsible alcohol and/or drug use, the lessee will be held liable for the entire damage, be it direct, or indirect regarding consequential financial damage. The lessee must at all times comply with the instructions of the lessor, its employees, the harbor master, the police, the town enforcers and the waterway authorities. Before departure, the lessee receives instructions on how to sail the sloop (boat) safely.

CANCELLATION OF A BOOKING:

- Cancellations must always be made in writing or by e-mail via info@randstadrecreaties.nl.
- Up to 72 hours (3 days) before departure, a reservation can be changed or cancelled. For this we charge €10.00 administration fee and the paid service costs.
- For cancellations up to 24 hours before departure, we charge a 25% administration fee of the paid rental amount and the paid service costs.
- In case of cancellation within 24 hours before sailing or if no show is made, the full rental amount and the paid service costs will be charged and there is no right to a refund. After all, we have booked the boat for you and may have had to say 'no' to others who wanted to rent the boat.
- If a booked sloop (boat) is not available 1 (one) hour after the start of the booked rental period and the lessor cannot offer a reasonable alternative, the lessee is entitled to a refund of the paid rent and the paid service costs.

BAD WEATHER CLAUSE:

In case of bad weather (prolonged rain, strong winds, thunderstorms or from 'code yellow' indicated by the weather authorities), the lessor reserves the right to cancel all bookings or to move them to another date and time block of preference of the lessee.

TERMINATION OF RENTAL:

The lessor can unilaterally terminate the rental agreement at any time during the rental period, without having to refund all or part of the rent paid if:

- The lessee does not comply with the general sailing rules and/or rental conditions,
- The lessee causes nuisance in or around the sailing routes and marinas, all this at the discretion of the lessor on the basis of any report of this.

DAMAGE, BREAKDOWN OR CALAMITIES WHILE SAILING:

In case of damage, breakdown or calamities, the lessee must always contact the owner immediately via phone number +31 (6) 42826100. The lessee must carry out the directions and instructions of the lessor or its employees in the event of malfunctions, damage or calamities as indicated. The lessor accepts no liability or obligation to compensate for expenses incurred by the lessee as a result of a malfunction of the sloop (boat). If compensation is justified, it will consist of a refund of the sailing time lost as a result of the malfunction that makes the sloop (boat) unusable.

PRIVACY:

Randstad Recreaties B.V., located at van den Bruggenstraat 8W in Delft, is responsible for the processing of personal data as shown in our privacy statement.

COMPLAINTS AND DISPUTES:

In the event of complaints, the lessee must notify the lessor in writing or by e-mail as soon as possible, with a proper explanation and substantiation of the complaint. Dutch law applies to the rental agreement. Only a court has jurisdiction to judge disputes and to rule on them.

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