

**General conditions:**

By signing this contract slip the captain declares to have taken cognizance of our rental conditions, as described hereafter. He acknowledges to have read and understood the content. The captain on board is responsible for the crew that accompanies him on the trip. The captain is the person sailing the boat. He/she is of age; he/she shall spontaneously show his/her identity card to confirm this. The lessor will reserve the right to refuse handing over material that is not supposed to be competent to assume responsibility for the materials entrusted to him. When the boat is transferred to the lessee the representative of the crew, described in the column as captain on the reservation slip, completely responsible for the crew and the object entrusted to him. Aqua Libra Yachtcharter is in no way responsible for the actions of the captain and his/her passengers/crew members, not even in the event of physical injuries of the captain, passengers/crew members or other persons or in the event of loss of materials. By accepting the boat the captain declares that is sufficiently competent to steer the boat and that he has sufficiently understood the explanation and initiation given to him. When sailing there will be a minimum of 2 adults present. The lessee observes the rules for river navigation - rules of inland navigation - just as instructions by the lessor and the river authorities. The lessee - captain - needs to stay within the territories permitted by the company. The lessee cannot sail at night. He also cannot tow or sublet or lend the boat. Waterways with tidal movement are forbidden without written permission. The lessor is entitled to gain access to the ship at all times, even to places that can be considered private areas of the lessee. If you book via a travel agency all contact will be via this agency.

**Reservations -payment:**

The reservation is only valid between the lessor and the lessee when the reservation slip has been filled out completely oral data has been transmitted and confirmed by e-mail , when the lessor has confirmed the reservation in writing or by e-mail and when an advance of 40% over the total rental price has been paid. The balance needs to be settled 3 weeks prior to departure. If this is not the case the reservation will be nullified and the deposit accrues to the lessor. Bookings during the final three weeks are definite after 100% payment. After the booking is confirmed discounts or offers cannot be applied with retroactive effect. Possible bank or transaction fees are at the expense of the lessee. Extra's that are not booked or paid at the time of reservation shall be charged according to the current seasonal prices (check [www.aqua-libra.be](http://www.aqua-libra.be)). The use of diesel will be charged per hour in accordance with the current valid price. (Informatory: 10 € per hour 01/01/2020 except for Linssen 40.9 AC and 410 AC = 12 €/hour).

**Deposit**

An amount of 1000 - 1200 € cash is transferred to the lessor prior to the start of the rental period as a deposit. This amount shall be refunded at the end of the rental period, provided the boat and her gear return at the agreed place and time in a proper state, undamaged and with equal quantities, meaning in an identical state as at the departure. The amount of the deposit equals at least the exemption of the boat insurance to such an extent that in the even of damage to third parties the amount equal to the exemption can be deducted from the deposit. The deposit shall be used to cover the complete costs stemming from poor maintenance, damage or breakage of the rented boat or the gear, caused by the lessee. In those cases where the deposit is not sufficient to cover the entire amount of the damage the lessor will be entitled to claim the total amount of the damage minus the deposit received from the lessee. The lessor will document the costs with invoices or similar documents. In case the amount for the repair or replacement of the damage is unclear at the time of returning the boat the lessor can impound the total deposit until the moment the exact costs are known. Important: the exemption or deposit for damage caused to the rented boat cannot be redeemed.

**Cancellation of the trip by the lessee:**

This must be reported to the lessor in writing. The date of receipt of the letter will count as the date. For the sake of this cancellation the lessor is entitled to claim or withhold the following amounts from the advance: 1) more than 4 weeks prior to departure: 40% of the total amount. 2) Less than 4 weeks before departure: 100% of the rental price. Aqua Libra Yachtcharter is sovereign in these decisions. Amounts are never refunded.

**Cancellation of the trip by the lessor:**

In case the lessor, against his will, does not have a boat as anticipated according to the reservation of the lessee, the lessor will propose the lessee an equal alternative, either in the country or abroad. However, if this is not possible the lessor shall refund the rental in proportion to the unused rental period, or offer an equal new rental period or extend the rental period. In this case the lessee is not entitled to claim any compensation from the lessor. In case it is not possible to depart due to weather conditions the lessor has the right to oblige the boat to stay on shore without the lessor owing any form of compensation to the lessee. Under no circumstance can the lessor be charged with an extra compensation on top of the rental in case of an interruption of the boat trip.

**Cancellation insurance:"Allianz"**

This insurance needs to be taken out independently of the rental. For this we advise the insurance company "Pantaenius". Details can be found on the website of Aqua Libra Yachtcharter, ([www.aqua-libra.be](http://www.aqua-libra.be)) under the tab : price list.

**Presenting and returning the boat:**

The boat will only be placed at the lessee's disposal in case the following matters are settled: signed contract - copy Identity card - transfer of the balance - transfer of the deposit of € 1000 – 1200 cash - the fixed payment of the options - the inspection of the inventory - initiation - verification and approval of the steersmanship of the captain. The boat needs to be back at the base at the date and hour listed on the contract. Late arrival may incur costs. Retrieval costs within the boating area are fixed at 500 euro (except possible extra costst such as fuel, skipper etc... ). Upon arrival the boat and the inventory need to be in the same condition as upon departure. The lessee is obligated to report any damage or loss of inventory. The lessor is entitled to charge all costs to the lessee in case the boat has not returned to the base according to the contract on time or in case part of the equipment is missing.

**Marine radio:**

On the Belgian waterways you are obligated to have a marine radio on board. As captain you are obligated to listen to the reports. Only in case the captain is in the possession of a licence can he hold conversations. In case the user does not have a licence he can only listen (not have conversations). This will be watched closely. Improper use of the marine telephone is the full responsibility of the lessee.

**Defects:**

The rental includes support from the lessor in case of defects. According to the nature of the defect the lessor can provide the lessee with instructions to resolve the defect or he will take professional action as soon possible to repair the defect. Under no circumstance can the lessee claim any compensation from the lessor as a result of loss of travel caused by the defect. In case the lessee causes the defect all repair costs will be recovered from the lessee. In this case the deposit (1000 – 1200 €) will temporarily be withheld until the repairs have been finalized. Damage to the drive, bow and stern thruster caused by floating debris in the water will always be at the expense of the renter, unless it concerns a technical defect.

**Toilets:**

The boats are fitted with electric toilets. This system grinds of residue. Only regular toilet paper can be used in this toilet. No (baby) wipes, sanitary towels, etc. This will cause blockage. Every intervention is 100€, this is excluding possible extra removal costs or parts. This rate applies to 1 toilet.

**Pets:**

Pets need to be listed when inquiring and are listed on the order form. An additional cost of 100 € per boat is charged (extra cleaning). It is necessary for the lessee to have his/her pet under control at all times.

**Itinerary - loss of/damage to equipment:**

The lessee is allowed, unless this has been made known to the lessor, determine his/her own itinerary on his/her initiative and responsibility. The lessee is not allowed to moor the boat at locations that are not suitable for this manoeuvre. The lessee needs to be aware that any location that is not fitted with mooring facilities can severely damage the boat. You can always have sufficient information about the nearest mooring location. The lessee will care for the goods entrusted to him with prudent care. He/she will need to be aware that any damage of any nature can jeopardize the safety of the persons on board as well as him- or herself.

**Description boat:**

The lessor is entitled to introduce slight changes to the equipment or arrangement of the boat, without making this known.

**Disputes:**

The courts of Limburg and the "justice of the peace" court in Maaseik are exclusively authorized to settle any disputes. All disputes are discussed in the Dutch language. The basic conditions were drafted in Dutch. In case of a dispute the Dutch texts are considered as base.