



Terms & conditions

Article 1 - Definitions

1. In these terms and conditions, the following terms are used with the following meanings, unless expressly stated otherwise:
 - a. **Terrasboot:** Terrasboot V.O.F., the user of these terms and conditions. Terrasboot can also be referred to as the lessor of vessels.
 - b. **Tenant:** The natural or legal person who enters into an agreement with Terrasboot or to whom Terrasboot has submitted a quotation to which these terms and conditions apply.

Article 2 - General provisions

1. These general terms and conditions apply to all (rental) agreements of Terrasboot.
2. Deviation from these conditions is only possible if both parties have expressly and in writing agreed to it in advance. The applicability of any general terms and conditions used by the Tenant is expressly rejected. Such application can only be valid if the parties have expressly and in writing agreed to it in advance.
3. Matters not regulated in these general terms and conditions, or where there is any ambiguity, shall be assessed in accordance with the spirit and purpose of these conditions.
4. Terrasboot reserves the right to amend or supplement these general terms and conditions. Changes of minor importance can be implemented at any time. If the Tenant does not wish to accept a change, they may terminate the agreement as of the date on which the new conditions come into effect.

Article 3 - General rules

1. Terrasboot rents out vessels. The Tenant is required to comply with these general terms and conditions and is responsible for ensuring that all passengers on board comply with the rules set out in these general terms and conditions. If it is found that the Tenant (or a person in the Tenant's party) does not comply with



Terrasboot's general terms and conditions, Terrasboot reserves the right to immediately terminate the agreement with the Tenant. In such a case, there is no right to a refund of any already paid fees.

2. The Tenant must be 18 years of age or older.
3. Vessels are designed for a specific maximum number of persons, as indicated on the certification mark on the vessel. Exceeding this number is strictly prohibited. Any consequences of exceeding this maximum are entirely the responsibility and risk of the Tenant. Terrasboot reserves the right to withhold the security deposit if an excess number of persons on board is found.
4. Operating a vessel under the influence of alcohol and/or drugs is prohibited.
5. Bringing a soundbox on board, even when it is turned off, is not allowed. Access to the boat may be denied if a music box is brought on board.
6. The Tenant shall not leave the vessel unmanned during the rental period at a location other than the rental location.
7. Navigation rules that the Tenant must always comply with:
 - a. Safety comes first, do not take risks.
 - b. Always navigate on the starboard (right) side at a speed that does not create excessive waves. Always adhere to the maximum speed of 4.5 kilometers per hour.
 - c. Commercial vessels (including tour boats) always have the right of way.
 - d. Ensure that it is clear to others in which direction you are navigating. Approach bridges in a way that you are visible to potential oncoming traffic.
 - e. Operating a vessel under the influence of alcohol or drugs is prohibited.
 - f. Do not moor to trees, under or to bridges, and in places where it is indicated by prohibition signs.
 - g. Amplified sound is not allowed on the boats and/or pier.
 - h. People live on and around the water. Respect their privacy. Do not cause any disturbance on the water or upon departure/return to the pier.
8. Subleasing or otherwise allowing third parties to use the vessel is not permitted without prior written permission from Terrasboot.
9. During the boating trip, the Tenant must be reachable at the phone number provided during the reservation unless otherwise agreed in advance with Terrasboot.



Article 4 - Reservation and payment

1. A reservation is considered confirmed by Terrasboot upon receipt of full payment and confirmation. Reservations can be made through our online booking system or on-site.
2. For online bookings, full payment is required at the time of making the reservation through the payment methods available in our system.
3. For on-site reservations, payment must be made immediately and in full using the available on-site payment methods.
4. Failure to make full payment in a timely manner may result in the cancellation of the reservation by Terrasboot without further obligations.

Article 5 - The rental period: start, extension, and end

1. The rental period commences at the agreed-upon time. If the Tenant is not present at the agreed-upon time to take possession of the vessel, they are not entitled to compensation in the form of an adjustment of the rental period to a later end time. The Tenant also has no right to a refund of any already paid amounts.
2. If the Tenant wishes to extend the rental period during the boating trip, they must first contact Terrasboot by phone at **+31 6 15 44 47 54**. If the reservation can be extended (Terrasboot reserves the right to refuse), the regular hourly rate (as stated on the Terrasboot website) with any applicable surcharges will apply. Terrasboot will then extend the boating trip until the desired time.
3. If the Tenant does not return the vessel at the agreed-upon time at the end of the rental period, double the hourly rate will be charged for any additional time. The Tenant is also responsible for compensating Terrasboot for any damages incurred as a result of the late return of the vessel.
4. At the end of the rental period, the Tenant is required to return the vessel to Terrasboot in a clean condition, free of waste. If the vessel is returned dirty, Terrasboot may charge cleaning fees.
5. Upon returning the vessel, the Tenant must properly moor the vessel using the designated lines.
6. In the event that the Tenant returns the vessel earlier than agreed-upon, the Tenant is not entitled to a refund unless expressly agreed upon with Terrasboot.



7. Any adjustments to the duration, start, and/or end times of the reservation can only be made by phone or email with Terrasboot. However, an adjustment by email is only effective when confirmed by email. No rights can be derived from any other form of communication with Terrasboot, and Terrasboot reserves the right to maintain the reservation under the initially agreed-upon terms.
8. The Tenant must return the boat to the starting location at the end of the boating trip. Unless otherwise agreed upon, additional costs will be charged, up to the amount of the security deposit, if the boat is left at a different location than the starting location.
9. At the end of the rental period, the Tenant shall hand over the vessel to Terrasboot at the agreed-upon place and time. The vessel, including the provided inventory, must be in the same condition as at the start of the rental period.

Article 6 - Catering and packages

1. Catering must be ordered at least 48 hours prior to the start of the booking. If catering is ordered less than 48 hours before the booking, Terrasboot reserves the right not to provide catering. In the event that catering is not provided, the Tenant is entitled to a refund of up to the amount paid for the catering.
2. Refunds for catering expenses are not possible, even in the event of cancellation of the boating trip.
3. An order for catering and/or arrangements can be modified up to 48 hours before the start of the booking. Any additional costs resulting from modifications will be passed on to the Tenant.
4. The barbecue must be used responsibly. In the event of any damage to the barbecue caused by the Tenant's use, the cost of repairs will be charged to the Tenant.

Article 7 - Use of the vessel

1. The Tenant must use the vessel carefully and in accordance with its intended purpose. In the event of irresponsible use, any potential damage to the vessel or inventory may be charged to the Tenant.



2. At the start of the rental period, Terrasboot will provide instructions on how to use the vessel to the Tenant. If the Tenant does not properly follow these instructions, any resulting damage to the vessel or inventory may be charged to the Tenant.
3. The Tenant shall use the vessel as a "good householder" and only for the purpose for which the vessel is suitable by its nature. The Tenant shall not make any alterations to the vessel. Any repairs shall be carried out solely by Terrasboot, unless otherwise agreed upon in writing.
4. The Tenant shall use the vessel in accordance with the instructions and guidelines provided by Terrasboot and/or specified in the operating instructions, etc. The Tenant is liable for any damage resulting from failure to comply with or fully observe these instructions and guidelines provided by Terrasboot and/or specified in the operating instructions, etc.

Article 8 - Deposit

1. Upon entering into the rental agreement, the Tenant is required to pay a security deposit of €150. This deposit serves as security for the Tenant's obligations and covers any costs resulting from damage, loss, or theft of the rented vessel, as well as any fines or penalties.
2. The security deposit will be refunded at the end of the rental period, provided that the boat is returned in good condition and there is no damage, loss, or fines/penalties. The deposit will be refunded within a period of 14 days after the return date.
3. If the damage or costs exceed the amount of the paid deposit, the Tenant remains liable for the additional amount. Terrasboot has the right to recover these costs from the Tenant.
4. If the Tenant returns the vessel later than the agreed-upon time, a penalty of double the hourly rate will be imposed. The penalty applies to each started hour beyond the agreed-upon rental period and will be calculated per minute.
5. Terrasboot also has the right to withhold the security deposit if there is an excess number of persons on board beyond the maximum indicated on the certification mark.
6. Terrasboot has the right to withhold (a portion of) the security deposit if the Tenant sails outside the permitted navigation area, both within and outside the agreed-upon rental period.



Article 9 - Visual Material

1. Terrasboot reserves the right to take photos and/or videos of the passengers during the rental period.
2. At the time of entering into the rental agreement, the Tenant and all passengers give Terrasboot permission to use this visual material for promotional and other commercial purposes.
3. The visual material may be used on the Terrasboot website, in printed media, on social media, and on other platforms where Terrasboot is active.
4. Terrasboot ensures that the privacy of the passengers is respected in accordance with the General Data Protection Regulation (GDPR). Specifically, Terrasboot will not publish any visual material that unreasonably portrays passengers in a negative light.
5. If a passenger objects to the use of their image in any material published by Terrasboot, they may request Terrasboot to remove this material. Terrasboot will consider this request in a reasonable and fair manner.

Article 10 - Damage and Liability

1. The Tenant is liable for any damage to the vessel occurring during the rental period, unless such damage is due to normal wear and tear.
2. The Tenant is liable for any damage to the inventory on the vessel occurring during the rental period, unless such damage is due to normal wear and tear.
3. Terrasboot is not liable for any damage, loss, or theft of the Tenant's belongings during the rental period.
4. In the event of damage, the Tenant must immediately inform Terrasboot. Failure to report damage (in a timely manner) will result in the Tenant being held responsible for the damage.
5. In cases of recklessness, negligence, and/or failure to comply with Terrasboot's instructions and/or instructions from its employees, the Tenant can be held fully liable for any resulting damages.
6. The Tenant is liable for any damage to the vessel as well as for damage caused by the Tenant and/or fellow passengers to third parties during the time they have the vessel in their possession.



7. In all cases, the Tenant is fully liable for any (consequential) damage caused if they use the vessel outside the agreed-upon navigation area.
8. Terrasboot cannot be held liable for personal injury or any (consequential) damage of any kind, regardless of the cause of such injury or damage, prior to, during, or as a result of the rental agreement between Terrasboot and the Tenant, unless it is established that such injury or damage was caused by willful intent or gross negligence of Terrasboot and/or its employees. The liability of Terrasboot is in all cases limited to the amount of the rental agreement.

Article 11 - Cancellations

1. Reservations may not be cancellable. If this is the case, Terrasboot will inform the Tenant prior to placing the reservation.
2. Subject to Article 11.1, a reservation can be canceled without providing a reason up to 48 hours before the start of the reservation. In such a case, the Tenant is liable to Terrasboot for 25% of the amount of the rental agreement.
3. In the event of a weather warning/alert issued by the Royal Netherlands Meteorological Institute (KNMI) (code yellow, orange, or red) for the province where the boating trip was scheduled to take place, the boating trip can be rescheduled to a mutually agreed-upon date, up to one year after the original booked date. This is under the condition that the payment for the canceled reservation will be converted into a credit. Therefore, there will be no refund of the paid fees.
4. A cancellation can only be made by phone to Terrasboot.

Article 12 - Force Majeure

1. Force majeure, as used in these general terms and conditions, is understood to mean, in addition to what is understood by it in law and jurisprudence, all external causes, foreseen or unforeseen, that are beyond the control of Terrasboot and prevent Terrasboot from fulfilling its obligations.
2. Terrasboot also has the right to invoke force majeure if the circumstance that prevents (further) performance of the agreement occurs after Terrasboot should have fulfilled its obligation.



3. During force majeure, the delivery and other obligations of Terrasboot V.O.F. are suspended. If the period in which performance of the obligations by Terrasboot is not possible due to force majeure lasts longer than two months, both parties are entitled to dissolve the agreement without any obligation to pay damages.
4. If Terrasboot has already partially fulfilled its obligations upon the occurrence of force majeure, or can only partially fulfill its obligations, Terrasboot is entitled to separately invoice the already delivered or deliverable part, and the Tenant is obliged to pay this invoice as if it were a separate contract.

Article 13 - Complaints and Disputes

1. In case of complaints, the Tenant must notify Terrasboot in writing with supporting documentation within a reasonable time.
2. These general terms and conditions are subject to Dutch law. Disputes will be submitted to the competent court in Utrecht.