

General conditions dakanook

Definitions

In these conditions apply:

- **lessor:** Bart Dewaele, Veerstraat 2, 9031 Gent and enterprise number 0718.766.139, with tradename "dakanook"
- **lessee:** every natural and legal person who - whether are not in return for payment - uses the lessors goods under the lease agreement.
- **lease agreement:** the agreement between lessor and lessee. This lease agreement allso includes all the equipment: attributes delivered by the lessor to the lessee. Those include - among other things - life jackets, paddles, barrels...
- **equipment:** means all materials, being canoes and optional attributes provided by the lessor, such as, but not limited to, life jackets, paddles, barrels, ... to the lessee, as described in the lease agreement. **rental location:** the place where the equipment is provided to the lessee, being Veerstraat 2, 9031 Drongen.
- **working day:** every calenderday on which belgian banks are open for business.

General

The lease agreement (including the current general conditions) automatically comes into being between lessor and lessee in case the lessee uses - whether in return for payment or free of charge - an canoe without crew from the lessor or after a valid reservation to this end as defined under section reservations in these terms of use

The lessor reserves the right to refuse a lessee without providing any reasons.

The lessee has to legitimise him/herself by means of a legally recognized and valid proof of identity. A copy thereof will be attached to the lease agreement.

Duration and termination

The lease agreement is entered into for the period agreed between lessor and lessee and will be automatically extended until all used materials are returned by the lessee to the lessor.

The lease will in principle be per half or per full day unless otherwise agreed by both parties. The parts of the day are from 9.30 A.M. To 1.30 P.M., From 2 p.M. To 6 p.M. And from 6.30 P.M. To 9.30 P.M.

In case the lessee uses or (wishes to use) the equipment longer than the period agreed upon, the lessee will immediately notify the lessor.

In case the leased equipment is returned after the agreed time, an extra 25 euros (excl vat) will be charged for each half-hour started. The amount must be paid in cash during the drop off.

The lessor has the right to immediately terminate the lease agreement without any restitution (even a part) of the rent paid in case of misconduct by the lessee.

The lessor has the option to terminate the lease agreement at any time with immediate effect, as soon as the agreed rental period agreed upon has expired.

The lessee has the right to immediately terminate the lease agreement in case the reserved equipment is not available within 30 min after the agreed upon time, for whatever reasons. In that case the lessor will refund the lessee the rent paid by the lessee within 5 working days. The lessee however will in that case not be entitled to any compensation.

The lessee has the right to cancel a reservation and thus to terminate the lease agreement subject to compliance with the provisions listed under section cancellation of a reservation of these general conditions.

In case the lessee signs up at the rental location to receive the necessary equipment more than 30 minutes after the agreed time, the lease agreement is deemed to have been - unilaterally terminated by the lessee, whereby the rent (paid or still to be paid) will definitely be acquired by the lessor. To avoid any misunderstanding: in that case, the lessor will no longer be required to provide the equipment to the lessee and the lessor will not be required to refund any rent to the lessee.

Reservations

Reservations are advised.

Making a reservation for one or several canoes can be done through the internet or by telephone. Reservations will be valid, following a written confirmation of the completed form by the lessee and after the full payment of the rental price.

In cases of prior reservations, the lessor provides the lessee with an invoice after the lessee has payed the full rental price.

In case the lessor uses the canoe longer then the agreed rent period, the lease agreement will be automatically prolonged.

Due to other reservations a prolongation of the lease agreement may not be possible. Therefore, the lessor has the option to terminate the the lease agreement with immediate effect, as soon as the agreed time is exceeded.

In cases of rental of equipment on site, without reservations, payement has to be in cash and before take-off. An invoice will be drawn up on site or sent afterwards.

Cancellation of a reservation

Cancellation of a reservation can be done by email taking into account the following:

- If a reservation is cancelled 3 calendar days or less before the agreed date: no refund will take place.
- In a reservation is cancelled more than 3 calendar days before the agreed date: the lessor will refund the lessee half of the rental price within 5 working days. The other half of the agreed rental price will then be definitively acquired by the lessor.

Weather conditions

In case of bad weather or dangerous sailing weather the lessor can opt, in consultation with the lessee, to postpone the lease to a later date.

Weather conditions can never give cause to a unilateral termination of the lease agreement nor refund of the paid rent.

Sailing regulations

During the duration of the lease agreement, the lessee will respect all sailing regulations as well as all other terms of the lease agreement which apply to the lessee. The lessee also undertakes to ensure that all users of the equipment will respect during the term of the lease agreement, all sailing regulations and all terms of the lease agreement which apply to the lessee.

During the canoe trip the lessee will always behave in a decent way and act as a normal prudent person.

No use of any equipment is allowed when under influence of drugs or alcohol. The lessee is in any case responsible for the equipment during the duration of the lease.

Garbage must be deposited in the dedicated waste containers. In case they are not present, the lessee will bring back the garbage to the rental location to deposit it in the dedicated waste container.

The lessee needs to comply to the sailing regulations. The sailing regulations will be communicated and are present in the canoe.

The lessee will at all times take into account sailing zones/routes which are suitable for canoes. The lessor is committed to notify the lessee of all possible sailing routes.

Whenever possible the lessee needs to sail on the right hand side.

The lessee needs at all times to take into account all other wateroccupants. The lessee also needs to take into account all fishermen along the waterfront. He will cross them at a wide distance and leave them at ease.

Lightning is mandatory when using the canoe at night during dark moments (night, nightfall, morning). Mooring a canoe at the shore will always take place in accessible places where no damage is done to nature. Mooring at private properties is not allowed.

Out of respect for the surroundings the use of audio or other soundproducing appliances is advised against.

The lessee will at all times comply with all applicable laws, regulations, orders and instructions, in the broadest sense, from any government or administration, which (in case of conflict) shall always take precedence over the provisions of this agreement.

Equipment and use

The lessor will make sure that all the equipment to be used by the lessee will be complete and in good condition.

Any damage to the equipment used by the lessee will be registered in a separate document. Both lessor and lessee will sign this document to confirm that the description is truthful. No document will be drawn up in case the equipment is free of damage.

The lessor will provide all lessees with life jackets. Not wearing a life jacket is at own risk and is the responsibility of the user. The use of life jackets is mandatory for children. The correct use of life jackets is the responsibility of the lessee.

All users of the equipment need to be able to swim. The lessee, by signing the lease agreement hereby states that this is the case.

The lessee needs to follow at all times the instructions given by the lessor and his personnel and appointees.

The lessor will use the canoe in accordance with the provisions of the lease agreement, taking into account all applicable laws and regulations and will not make any changes to the canoe.

The lessee undertakes not to use the canoe with more than the allowed number of people. The lessor informs him of this number.

It is not allowed to leave the canoe and/or any rented equipment unattended.

All equipment needs to be returned to the lessor at the rental location and at the agreed time, or at any other location insofar as agreed upon between the lessor and the lessee.

In cases of immediate termination of the lease agreement by the lessor, as mentioned in the general terms under section duration and termination, all equipment needs to be immediately returned to the lessor at the rental location, or at any other location indicated by the lessor in order to enable an immediate hand-over of the equipment.

Liability for use including accidents

The lessee is liable for the equipment and the use of it, be it by himself or other users, this towards the lessor as well as towards third parties.

Without prejudice to the above, every user of the equipment not being a lessee is also liable for the equipment and the use of the equipment by that user, this towards the lessor as well as towards third parties.

In cases of damage to or loss of the equipment the lessor will be entitled to pass on all costs for repair or replacement to the lessee and/or user.

Under no circumstances the lessor can be held liable for the use of the equipment by the lessee or by any user not being a lessee, either towards the lessee, towards any user and/or towards any third party.

The liabilities referred to in this section "liability for use including accidents" also include all accidents with regard to material damage and harm to individuals.

Photographic or other recordings

During the use of the equipment, it is possible that the lessor or third parties make photographic recordings for promotional use (e.g. Website). The lessor will therefore obtain an explicit and written consent from the lessee in advance.

The lessee has the right to revoke abovementioned consent at any time. This can be done by simply contacting the lessor using the stated address at page one of these general conditions. The lessor will ensure that the concerned recordings will be immediately removed.

Applicable law and competent courts

The rental agreement is subject to Belgian law, with the exception of provisions of international private law which would lead to the application of a foreign (i.e. Non Belgian) law.

All disputes and contestations with regard to the execution of the rental agreement or the interpretation thereof, will exclusively be submitted to the jurisdiction of the courts of the judicial arrondissement oost-vlaanderen, department Ghent.