

These are the General Terms and Conditions for Sailing School Het Veerse Gat.

#### ARTICLE 1 – DEFINITIONS

The following definitions apply in these terms and conditions:

- a. Consumer: a natural person who concludes an agreement with Zeilschool Het Veerse Gat. This is an agreement for the receipt of lessons or other forms of instruction, whether or not on board a vessel or renting (overnight) accommodation and/or vessels. This consumer does not conclude the agreement in the name of his profession or company, but in a personal capacity.
- b. Course participant: a natural person who, whether or not on board a vessel, takes lessons or receive other forms of instruction. This person does not receive the lessons in the frame of his profession or business, but as a private person.
- c. Vessel: An object designed to stay on and rest on water exercise, and that is intended for sports and leisure activities. Under the vessel also includes the equipment and inventory associated with it.
- d. Group: a group that receives lessons or other forms of instruction or rents (overnight) accommodation and/or vessels for payment, whether or not on board a vessel. This group consists of natural persons and is represented by the consumer who has concluded the contract. The members of the group do not receive the lessons in the context of their profession or business, but as private persons.
- e. Agreement: an agreement between Sailing School Het Veerse Gat and the consumer, whereby the Sailing School Het Veerse Gat undertakes to provide lessons or other forms of instruction against payment to the consumer or to one or more other persons for whom this is agreed to meet. These lessons may or may not take place on board a vessel.  
An agreement between Sailing School Het Veerse Gat and the consumer, whereby Sailing School Het Veerse Gat undertakes to make (overnight) accommodation and/or vessels available for payment to the consumer or to one or more other persons for whom this has been agreed.
- f. Service: the rental, the stay or the course period.
- f. Electronically: by email or website.

All amounts stated in these terms and conditions include VAT.

#### ARTICLE 2 – APPLICABILITY OF THESE TERMS AND CONDITIONS

These terms and conditions apply to every agreement that is concluded between the consumer and Sailing School Het Veerse Gat.

#### ARTICLE 3 - OFFER/QUOTE

1. Sailing School Het Veerse Gat makes its offer or quote verbally, in writing or electronically.
2. An oral offer will lapse if it is not immediately accepted, except if Sailing school Het Veerse Gat has immediately given a term to accept the offer.
3. A written or electronic offer must be dated. Will there be a validity period in the offer, then Sailing School Het Veerse Gat may not change or withdraw the offer terms within that period. If no term is mentioned, then Sailing School Het Veerse Gat may not change or withdraw his offer up to and including 10 working days after the date.
4. Sailing school Het Veerse Gat states in its offer in any case:
  - the nature, content and scope of the services he will provide;
  - the amount and any additional costs;
  - the date and time at which the instruction begins and ends.
5. Sailing School Het Veerse Gat must provide a copy of these general terms and conditions with every offer.

#### ARTICLE 4 – AGREEMENT

1. There is an agreement as soon as the consumer accepts the offer of Sailing School Het Veerse gat. If he accepts this offer electronically, Sailing School Het Veerse Gat will send electronically confirmation to the consumer.
2. Each agreement is preferably recorded in writing or electronically.
3. In the event of a written agreement, Sailing School Het Veerse Gat must always send a copy to the consumer.

## ARTICLE 5 - PRICE AND PRICE CHANGES

1. Sailing school Het Veerse Gat and the consumer agree in advance:

- how much the consumer has to pay and any additional costs;
- whether Sailing School Het Veerse Gat may change the prices in the meantime and if so, under which requirements.

2. If Sailing School Het Veerse Gat changes its prices within 3 months after the conclusion of the agreement, then the agreed price remains the same.

3. Sailing School Het Veerse Gat can always pass on changes in taxes, excise duties and other similar government levies to the consumer.

## ARTICLE 6 – PAYMENT TERMS

1. The consumer must pay the amount due at the start of, or during the course week or stay. He can pay the amount due at the office of Sailing School Het Veerse Gat, by pin or cash.

2. If the consumer does not pay on time, he is in default without the need for Zeilschool Het Veerse Gat to inform him. Nevertheless, Sailing School Het Veerse Gat will send after the expiry of the payment date one more free payment reminder to the consumer. In it points he informs the consumer of his default and he still gives him the opportunity to close the invoice to be paid within 14 days. Sailing school Het Veerse Gat also mentions in the payment reminder of the extrajudicial collection costs incurred by the consumer in the event of a late payment.

3. If the payment terms, referred to in paragraph 1, have expired and the consumer has not yet paid, then Sailing School Het Veerse Gat is authorized to withhold payment of the amount due without having to give the consumer further notice of default. The extrajudicial collection costs associated with this, may reasonably be charge to the consumer. There are maximum amounts that are stated in the Decision on reimbursement of extrajudicial collection costs. Subject to legal changes, these maximum amounts are set at:

- 15% on the first € 2,500, with a minimum of € 40;
- 10% on the next € 2,500;
- 5% on the next € 5,000;
- 1% on the next €190,000;
- 0.5% on the excess, with a maximum of € 6,775.

## ARTICLE 7 – OWN RISK VESSEL RENT

1. In the event of damage to a rented vessel by the consumer, the consumer's excess is €200.

2. This amount must be paid immediately after returning the vessel, together with the full rental amount.

## ARTICLE 8 – CANCELLATION

1. If the consumer wishes to cancel the agreement, he must do so as soon as possible inform Sailing School Het Veerse Gat in writing or electronically.

2. If the consumer cancels, Sailing School Het Veerse Gat has the right to receive a fixed (fixed) claim compensation from the consumer. This compensation amounts to:

- 15% of the agreed amount in case of cancellation up to 3 months before the start of the service;
- 50% of the agreed amount in case of cancellation up to 2 months before the start of the service;
- 75% of the agreed amount in case of cancellation up to 1 month before the start of the service;
- 100% of the agreed amount in case of cancellation within 1 month before the start of the service.

A minimum of €75 applies to all compensation amounts mentioned.

3. If a group of 10 or more students cancels, different compensation amounts other than those referred to in paragraph 2. In that case, Sailing School Het Veerse Gat has the right to demand a fixed (fixed) compensation from the consumer of:

- 25% of the agreed amount in case of cancellation up to 6 months before the start of the service;
- 50% of the agreed amount in case of cancellation up to 4 months before the start of the service;
- 75% of the agreed amount in case of cancellation up to 2 months before the start of the service;
- 100% of the agreed amount in case of cancellation within 1 month before the start of the service.

4. If the consumer cancels the agreement, he must pay the cancellation costs in accordance with the provisions of paragraphs 2 and 3. If the consumer or Sailing School Het Veerse Gat can demonstrate that the actual damage is significantly higher or lower than the cancellation costs (according to paragraph 8.2 or 8.3), then the consumer must compensate the actual damage. The damage is considered as the loss or lost profit of Sailing School Het Veerse Gat.

5. If the consumer cancels the agreement, he can ask Sailing School Het Veerse Gat whether another person may take over the agreement through a 'substitution'. If Sailing School Het Veerse Gat agrees to this, then he has the right to charge administration costs for this to take into account.

## ARTICLE 9 - RIGHTS AND OBLIGATIONS OF THE VEERSE GAT . SAILING SCHOOL

1. Sailing school Het Veerse Gat will provide the instruction to the student(s) in a professional manner.
2. Sailing School Het Veerse Gat guarantees that the accommodation and/or vessels offered are safe and meet all requirements.
3. If items of Sailing School Het Veerse Gat are used in the instruction, Sailing School Het Veerse Gat guarantees that these items:
  - are in good condition; and
  - can be used for their intended purpose; and
  - meet the safety requirements that apply to the agreed use.
4. If Sailing School Het Veerse Gat uses its own items for instruction, it is obliged to insure those items against legal liability, hull damage and theft. The coverage of the insurance must apply in the area where the instruction is given.
5. If Sailing School Het Veerse Gat is obliged on the basis of the agreement to provide accommodation he does so for the agreed period.
6. The costs directly related to the normal use of the vessel are for bill of Sailing School Het Veerse Gat. This includes harbour, bridge, quay, lock and demurrage and fuel costs.
7. Sailing School Het Veerse Gat strongly advises consumers not to bring any valuables with them. In doing so, he points out to the consumer the limitation of liability that described in article 10 paragraph 2 of these terms and conditions.
8. Sailing school Het Veerse Gat has the right to replace the instruction on the water with an instruction on shore, if the weather conditions in combination with the knowledge level of students make this necessary.
9. Sailing School Het Veerse Gat draws the attention of the consumer to the obligations in Article 9, paragraphs 5 and 6.

## ARTICLE 10 - RIGHTS AND OBLIGATIONS OF THE CONSUMER

1. If Sailing School Het Veerse Gat uses a consumer item for the instruction, the consumer has to ensure that the item is insured against legal liability, hull damage and theft. The insurance cover must apply in the area where the instruction is given. This provision does not apply if Sailing School Het Veerse Gat and the consumer have agreed otherwise.
2. If there is a group of students, the consumer must give a list of all students to Sailing School Het Veerse Gat.
3. If the business that Sailing School Het Veerse Gat has made available is used for something other than agreed with the consumer, then the extra costs associated therewith, are at the expense of the consumer. This only applies if Sailing School Het Veerse Gat has reported this to the consumer in a timely manner.
4. If the consumer wants to use his own goods for the instruction, he must ensure that these items are suitable for this purpose and are safe.
5. The consumer must ensure that the student(s) has liability insurance that provides adequate coverage for the agreed activities.
6. The consumer is obliged to truthfully complete his own medical statement and have any additional medical examinations performed before the instruction begins.
7. If the Het Veerse Gat Sailing School is unable to do it due to poor preparation by the consumer considers it responsible to continue with the instruction, he can order the consumer to stop. In that case, the consumer must comply with this immediately.
8. The consumer points out to the group the applicable terms and conditions that apply to them.
9. The consumer is obliged to immediately report all damage and/or defects to rented accommodation and/or vessels to Sailing School Het Veerse Gat.

## ARTICLE 11 – LIABILITY

1. Sailing school Het Veerse Gat is liable for damage that is the direct result of a shortcoming attributable to:
  - to himself; and/or
  - to persons employed by him; and/or
  - to persons he has appointed for the performance of the activities he agreed with the consumer.
2. The liability of Sailing School Het Veerse Gat for damage and/or loss of luggage is limited to an amount of € 200 per student. Sailing school Het Veerse Gat is not liable for consequential loss arising from the loss or damage of baggage.
3. The consumer is fully liable for damage caused by a shortcoming attributable to:
  - to himself; and/or

- to his minor children; and/or
- to the group he represents.

#### ARTICLE 12 – COMPLAINTS

1. If the consumer has complaints about the execution of the agreement, he must report this to Sailing School Het Veerse Gat within a reasonable (appropriate) time by letter or electronically. He must adequately describe and explain the complaints.
2. If the consumer has complaints about an invoice, he should preferably send them to Report sailing school Het Veerse Gat. This he must do within a reasonable (appropriate) time after he received the relevant invoice. He must sufficiently address the complaints in his letter describe and explain.
3. If the consumer does not submit his complaint in time, this may result in his right to recovery or compensation. Can't comprehend the fact that he did not complain in time? reasonably attributed to the consumer, he retains his rights.
4. If it has become clear that the complaint cannot be resolved by mutual agreement, there is there is a dispute.

#### ARTICLE 13 - TERMINATION OF AGREEMENT

1. If one of the parties fails to fulfill its obligations under this Agreement and in this case there is a material breach of contract or attributable shortcoming, the other party is entitled to terminate the agreement immediately, without being need to go to court for that. He can also choose to comply with the obligations, but in that case he cannot dissolve the agreement.
2. In the event of dissolution of the agreement due to a material breach of contract or a attributable shortcoming, the injured party can claim a compensation for any damage and payment of all claims, including the receivables that are not immediately due and payable.

#### ARTICLE 14 - DEROGATIONS FROM THE TERMS AND CONDITIONS

Additions or deviations from these terms and conditions are only possible if they are not in the be to the detriment of the consumer and if these have been recorded in such a way in writing or electronically that the consumer can easily store them.

#### ARTICLE 15 - CHOICE OF LAW

All disputes relating to this agreement shall be governed by Dutch law applicable, unless other national law is applicable on the basis of mandatory rules.- to himself; and/or

- to his minor children; and/or
- to the group he represents.