

General Terms and Conditions MarinaParken – Moorings

25.02.2025

Introduction

Clear conditions ensure clear agreements between you and MarinaParken.

Therefore, please read these conditions carefully.

Article 1: Definitions

In these conditions the following definitions apply:

a. Entrepreneur: natural person or legal entity that rents out a berth for payment.

b. Consumer: private individual who rents a berth for private use.

c. Passerby: consumer who rents a berth temporarily (a few days).

d. Parties: entrepreneur and consumer/passer-by.

e. Vehicle: object intended for residence and locomotion on water, including equipment and inventory.

f. Berth: space on land or water for placing a vessel.

g. Rental agreement: agreement whereby the entrepreneur rents out a berth for a fee.

h. Annual rent: rental period from April 1 to October 31 (unless otherwise agreed).

i. Electronic: per e-mail or website.

j. Port area: harbor with associated grounds and buildings.

k. Garden regulations: rules for behavior and order on the port site.

l. Disputes committee: Water Recreation Disputes Committee in The Hague.

All amounts stated in these general terms and conditions include VAT.

Article 2: Applicability

1. These conditions apply to all agreements between entrepreneurs and consumers regarding the rental of moorings for vessels.

2. For daily rentals, the consumer must pay immediately, and Articles 5, 6, paragraphs 1, 7 and 8 do not apply.

Article 3: Offer/quotation

1. The entrepreneur makes an offer verbally, in writing or electronically.

2. An oral offer expires immediately unless an acceptance period has been given.
3. A written or electronic offer contains a date and remains valid for 14 days, unless stated otherwise.
4. The offer describes the berth, rental price, rental period and possible extension/termination.
5. The general terms and conditions can be requested from the harbor master.

Article 4: Agreement/reservation

1. The agreement is concluded as soon as the consumer accepts the offer. Electronic acceptance will be confirmed with a reservation from the rental system.
2. The agreement is preferably recorded in writing or electronically.
3. With a written agreement, the consumer will receive a copy.

Article 5: Rental amount and payment terms

1. An advance payment can be agreed upon:
 - 30% deposit when making the reservation
 - 70% remainder one month before the start of the season
1. The consumer remains liable for the full rental amount, even in the event of temporary non-use.
2. The consumer must pay the rental amount within 14 days of receipt of the invoice, but in any case on the start date of the agreed rental period. He can pay the rent at the entrepreneur's office or by transferring the money to a bank account determined by the entrepreneur.
3. If the consumer does not pay on time, he is in default without the entrepreneur having to give him notice of default. However, the entrepreneur still sends one free payment reminder to the consumer after the payment date has expired. He informs the consumer of his default and gives him the opportunity to pay the bill within 14 days. In the payment reminder, the entrepreneur also mentions the extrajudicial collection costs that the consumer owes in the event of late payment.
4. If the 14-day period referred to in paragraph 2 has expired and the consumer has not yet paid, the entrepreneur is entitled to demand payment of the amount due, without having to give the consumer further notice of default. He may reasonably charge the consumer for the extrajudicial collection costs associated with this June 2018.

Article 6: Cancellation

Cancellation of the berth is no longer possible after (partial) payment of the invoice.

Article 7: Termination, duration and extension

1. The rental agreement for the berth is for one season
2. The rental agreement is tacitly extended unless a party cancels in writing or by e-mail no later than 3 months before the new rental period.
3. The entrepreneur can adjust the rental amount up to 3 months before extension. The consumer may then cancel within 21 days, except in the event of increases due to tax or levy changes that also affect him.

Article 8: Right of retention and sale in case of non-payment

1. In the event of non-payment, the entrepreneur may retain the vessel (right of retention) until full payment, including additional costs.
2. This right lapses if the consumer:
 - reports a dispute to the Disputes Committee (Article 15),
 - deposit the amount due in deposit, and
 - the committee confirms this to the entrepreneur.
3. If payment is not made, the entrepreneur may sell the vessel without judicial intervention if:
 - the value is a maximum of €10,000,
 - the consumer does not pay or respond for 6 months after a registered reminder, and
 - a second reminder via bailiff after 21 days also remains unanswered.
4. Sales are not permitted if the dispute has been reported to the Disputes Committee and the amount has been deposited.
5. Surplus of the sales proceeds is paid to the consumer.
6. Upon sale, the consumer remains obliged to cooperate in the termination of the ascription.

Article 9: Rights and obligations of the consumer

1. The consumer must comply with the port regulations and the rental agreement.

2. The vessel must be well maintained.
3. In the event of any conflict between these conditions and the port regulations, these conditions apply.
4. Permission from the entrepreneur is required for non-daily maintenance or work by third parties, except for warranty work (after notification).
5. Subletting or loan of the berth/storage area is prohibited.
6. Commercial use of the vessel or the mooring is not permitted, nor are sales advertisements in the port.
7. The consumer must have third party liability insurance and show the policy on request.
8. Hull insurance is recommended.

Article 10: Rights and obligations of the entrepreneur

1. The entrepreneur monitors order and safety on the port site.
2. In the event of (imminent) danger, the entrepreneur may intervene at the consumer's expense. In case of urgency without warning, otherwise only after a warning and a reasonable period for the consumer to take action himself.
3. A vacant berth may be rented out temporarily, as long as this does not harm the rights of the consumer.

Article 11: Liability and risk

1. The entrepreneur is only liable for damage to the vessel or other stored items if this is attributable to him or his employees.
2. Parties adhere to the legal provisions regarding rental, unless these conditions provide otherwise.
3. The consumer must arrange his or her own insurance. The entrepreneur does not insure vessels; Uninsured hull damage is at the risk of the consumer.
4. The consumer is liable for damage caused by himself, family members or guests.

Article 12: Complaints

If the consumer has complaints about the performance of the agreement, he must report these to the entrepreneur by letter or electronically.

Article 13: Termination of agreement

If one of the parties fails to fulfill its obligations under this agreement and there is a material breach of contract or attributable shortcoming, the other party is entitled to immediately terminate the rental agreement, without having to go to court. This does not affect the right of this party to demand fulfillment of its obligations. In the event of termination of the rental agreement due to a material breach of contract or an attributable shortcoming, a claim can be made for compensation for any damage and for payment of all claims, including those that are not immediately due and payable.

Article 14: Dispute rules of and force majeure

1. Dutch law applies to these conditions.
2. Disputes must first be submitted to the entrepreneur. If no solution is reached, the case can be referred to the competent Dutch court submitted.
3. In the event of force majeure (such as natural disasters, pandemics or extreme weather conditions), the entrepreneur has the right to unilaterally suspend or terminate the agreement without any obligation to pay compensation or refund. If possible, the entrepreneur will offer an alternative, but no rights can be derived from this.

Final determination

By agreeing to these conditions, the holidaymaker declares to adhere to the rules of MarinaParken.

