



General Terms and Conditions Waterhuisjes / Huren Houseboat

Article 1 – Definitions

In these general terms and conditions, the following terms shall have the following meanings:

1. **Entrepreneur:** the landlord who offers recreational accommodations under the name Huren Houseboat, Huren houseboat oder Marina Mookerplas.
2. **Renter:** the natural person or legal entity who enters into an agreement with the entrepreneur.
3. **Co-guests:** the persons who use the accommodation together with the renter.
4. **Accommodation:** the rented houseboat, including associated facilities, inventory, jetty, terrace, hot tub, floating platform, parking facilities, and other parts included in the booking, where applicable.
5. **Stay:** the agreed rental period.
6. **Booking:** the reservation of the accommodation via the entrepreneur's website, by email, by telephone, or via an external booking platform.
7. **Booking platform:** a third party through whom a reservation is made, such as Booking.com, Airbnb, Vipio, Natuurhuisje, or similar parties.
8. **Agreed price:** the price for the stay, exclusive or inclusive of additional costs insofar as stated in the booking confirmation.

9. **Additional costs:** including but not limited to cleaning costs, linen, tourist tax, pet surcharge, administration costs, and costs for extra services, where applicable.
 10. **In writing:** by letter, by email, through the booking system, or through another durable electronic means of communication.
 11. **Force majeure:** any circumstance beyond the reasonable control of the entrepreneur which makes performance of the agreement temporarily or permanently impossible.
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Article 2 – Applicability

1. These general terms and conditions apply to all offers, bookings, agreements, and stays offered by the entrepreneur.
 2. Deviations from these conditions shall only be valid if confirmed in writing by the entrepreneur.
 3. If a booking is made via a booking platform, these general terms and conditions shall remain applicable insofar as they do not conflict with mandatory law or binding platform rules.
 4. If platform conditions also apply in addition to these conditions, the following order of precedence shall in principle apply in the event of conflict:
 - first mandatory law;
 - then the agreements in the booking confirmation;
 - then the applicable platform conditions for the booking and payment process;
 - and for all other matters these general terms and conditions.
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Article 3 – Nature of the stay

1. The accommodation is made available exclusively for recreational short-stay purposes.
2. The accommodation is not a navigable object during use by the renter. Sailing the houseboat is not permitted, unless the entrepreneur has explicitly confirmed otherwise in writing.
3. Permanent residence, main residence, registration at the address of the accommodation, and use other than recreational use are not permitted.

4. The renter shall use the accommodation in accordance with its intended purpose and in compliance with these conditions, the house rules, and reasonable instructions from the entrepreneur.
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Article 4 – Offer and conclusion of the agreement

1. All offers made by the entrepreneur are non-binding unless stated otherwise in writing.
 2. Obvious errors, mistakes, typographical errors, or obvious omissions in prices, texts, images, or availability shall not bind the entrepreneur.
 3. The agreement is concluded as soon as:
 - the entrepreneur confirms the booking in writing; or
 - the booking has been finalized through the booking system or platform.
 4. The entrepreneur may refuse a booking without stating reasons, provided this does not conflict with the law.
 5. The person making the booking shall be jointly and severally liable for all obligations arising from the agreement, also on behalf of the co-guests.
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Article 5 – Information, images and expectations

1. The entrepreneur shall make every effort to describe the accommodation, location, facilities, and furnishings as accurately as possible.
 2. Images, floor plans, impressions, and descriptions serve as a realistic representation, but minor differences in layout, colour scheme, inventory, view, or location shall not give rise to termination, compensation, or discount.
 3. Natural conditions, weather conditions, water levels, vegetation, animals, insects, sounds from the surroundings, and mobile or internet coverage form part of the environment and shall in principle not constitute a defect.
 4. The renter must assess for themselves whether the accommodation is suitable for their specific wishes, unless the entrepreneur has explicitly provided a written guarantee in this regard.
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Article 6 – Price and additional costs

1. The agreed price is stated in the booking confirmation.

2. Additional costs shall be listed separately insofar as they are not included in the rental price.
 3. The entrepreneur may not increase the price after booking, except insofar as this is permitted by law and clearly described in the conditions, for example in the event of changes in taxes or levies directly relating to the stay.
 4. Obvious pricing errors may be corrected by the entrepreneur.
 5. Discounts, promotions, and special offers cannot be applied retroactively.
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Article 7 – Payment

1. Payment must be made in accordance with the payment terms stated in the booking confirmation.
 2. Unless otherwise agreed:
 - a deposit may be due at the time of reservation;
 - the remaining balance must be paid no later than before arrival.
 3. If payment is not made, the entrepreneur shall have the right to send the renter a written reminder and grant a reasonable period for payment.
 4. If payment is still not made thereafter, the entrepreneur shall be entitled to:
 - cancel the booking;
 - offer the accommodation again;
 - and charge the cancellation costs or damages payable under these conditions.
 5. If the full amount due has not been paid on the day of arrival, the entrepreneur may refuse access to the accommodation.
 6. Reasonable extrajudicial collection costs and statutory interest may be charged if the renter remains in default after notice.
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Article 8 – Liability of the renter (no security deposit)

1. The entrepreneur does not require a security deposit for the stay.
2. The renter is fully liable for all damage to the accommodation, inventory, and associated facilities arising during the stay.

3. Damage shall also include breakage, loss, pollution, improper use of facilities (including the hot tub), extra cleaning costs, and repair costs.
 4. The renter shall also be liable for damage caused by co-guests, pets, or third parties present with the renter's permission.
 5. The entrepreneur is entitled to charge the renter afterwards for the actual damage and costs incurred.
 6. The renter is obliged to pay these costs within a reasonable period after invoicing.
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Article 9 – Cancellation by the renter

1. Cancellation by the renter must be made in writing.
 2. In the event of cancellation, the renter shall owe compensation. Unless otherwise confirmed in writing by the entrepreneur, the following cancellation fees shall apply:
 - for cancellation more than 90 days before arrival: 15% of the agreed price;
 - for cancellation from 90 to 60 days before arrival: 50%;
 - for cancellation from 60 to 30 days before arrival: 75%;
 - for cancellation within 30 days before arrival: 90%;
 - for cancellation on the day of arrival or later: 100%.
 3. If the entrepreneur's actual loss is demonstrably lower than the applicable percentage, the entrepreneur may charge a lower amount. If the actual loss is demonstrably higher and this is permitted by law, the entrepreneur may claim that higher loss, provided it is reasonably substantiated.
 4. A change of date, location, or accommodation shall in principle be regarded as a cancellation plus a new booking, unless the entrepreneur agrees in writing to a change against reasonable amendment costs.
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Article 10 – Cancellation or amendment by the entrepreneur

1. The entrepreneur may cancel or amend the agreement if:
 - the renter fails to pay on time;
 - force majeure occurs;
 - the accommodation is unexpectedly unavailable;

- the accommodation cannot responsibly be used due to damage, malfunction, or safety reasons;
 - or if the reason is described in these conditions.
 - 2. If the entrepreneur cancels for a reason not attributable to the renter, the entrepreneur shall:
 - offer a suitable alternative; or
 - refund the amounts already paid for the unused part.
 - 3. If the entrepreneur makes a substantial amendment, such as a different accommodation of clearly lower standard or a significant limitation of essential facilities, the renter may refuse that amendment. In that case, the entrepreneur shall offer a reasonable alternative or refund the relevant part of the payment.
 - 4. The entrepreneur shall not be liable for additional damage suffered by the renter, unless there is intent or deliberate recklessness on the part of the entrepreneur or mandatory law provides otherwise.
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Article 11 – Arrival and departure

1. The standard check-in and check-out times are stated on the website, in the booking confirmation, or in the pre-arrival information.
 2. Unless otherwise stated, the following shall in principle apply:
 - check-in from the stated time on the day of arrival;
 - check-out no later than the stated time on the day of departure.
 3. Upon departure, the renter must leave the accommodation swept clean, tidy, and in accordance with the departure instructions.
 4. Additional costs resulting from late vacation of the accommodation, excessive pollution, or failure to follow departure instructions may be charged to the renter.
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Article 12 – Occupancy and use by third parties

1. The accommodation may only be used by the number of persons stated in the booking and within the maximum capacity of the accommodation.
2. Receiving extra visitors, overnight guests, or third parties is only permitted if this is compatible with the accommodation, the safety rules, and the house rules.

Extra visitors, overnight guests, or third parties may not stay overnight. Only registered visitors, overnight guests, or third parties may stay overnight.

3. Subletting, allowing use by third parties, commercial activities, parties, bachelor parties, and events are not permitted unless agreed in writing.
4. The renter shall remain responsible at all times for all co-guests and third parties present with the renter's permission.

Article 13 – Pets

1. Pets are only permitted if this has been expressly stated in advance or permitted in writing.
2. If pets are permitted, additional conditions or costs may apply.
3. Pets may not cause nuisance, pollution, or damage.
4. Pets may not be allowed on beds, sofas, or other furniture if this is prohibited in the house rules.
5. Additional cleaning or repair costs due to pets shall be borne by the renter.

Article 14 – Use of the accommodation and house rules

1. The renter shall use the accommodation carefully and as a good renter.
2. The following is, among other things, not permitted:
 - smoking in the accommodation, unless the entrepreneur has indicated otherwise in writing;
 - using open fire, fire baskets, candles, torches, fireworks, or dangerous substances, except with written permission;
 - barbecuing, gourmet cooking, etc. is also not permitted;
 - causing noise nuisance;
 - moving or altering the accommodation or operating technical installations other than in accordance with instructions;
 - leaving waste outside the designated facilities;
 - using the accommodation contrary to the law, public order, or public morals;
 - organising parties, gatherings, or activities that may cause nuisance.

3. The renter must immediately follow instructions from the entrepreneur, manager, or staff.
 4. The renter is responsible for closing windows, doors, hatches, and for handling keys, access codes, and equipment with due care.
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Article 15 – Peace, safety and surroundings

1. The renter and co-guests must take into account other guests, local residents, nature, and the marina environment.
 2. Quiet hours, parking rules, walking routes, jetty rules, and safety instructions form part of the agreement.
 3. Swimming, fishing, use of jetties, stairs, roofs, terraces, and decks shall be at the renter's own risk, unless mandatory law provides otherwise.
 4. Children must at all times be under appropriate adult supervision and, if they cannot swim, wear a life jacket when outside the houseboat.
 5. The renter and co-guests must prevent noise nuisance and disturbance of the peace. Parties and group gatherings are not permitted.
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Article 16 – Hot tub, sauna and outdoor facilities

1. Use is only permitted in accordance with instructions.
 2. Use is at the renter's own risk.
 3. The renter is responsible for safe use.
 4. It is not permitted to:
 - ignore instructions;
 - alter technical settings;
 - use water level or filters improperly;
 - use glassware or substances in the hot tub;
 - use the hot tub outside the hours of 10:00 a.m. to 10:00 p.m.
 5. The entrepreneur may temporarily restrict use.
 6. Malfunction or unavailability does not automatically entitle the renter to a refund.
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Article 17 – Water, internet, electricity and technical facilities

1. The entrepreneur shall make every effort to ensure that utilities and technical facilities, such as water, electricity, internet, Wi-Fi, television, heating, and air conditioning, function properly.
 2. Temporary failures in these facilities may occur and shall in principle not entitle the renter to compensation, discount, or termination of the agreement.
 3. If a malfunction occurs, the renter must report it as soon as possible so that the entrepreneur has a reasonable opportunity to remedy it.
 4. The entrepreneur shall not be liable for damage resulting from temporary failure of facilities, unless there is intent or deliberate recklessness on the part of the entrepreneur or a defect that, despite being reported, was not remedied within a reasonable period while this would have been possible.
 5. Unless expressly guaranteed otherwise, Wi-Fi and internet are offered as an additional service and do not form an essential part of the agreement.
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Article 18 – Cleaning, inventory and damage

1. The renter must use the accommodation carefully and keep it in a neat condition during the stay.
 2. Any damage, defects, or missing inventory must be reported to the entrepreneur immediately upon discovery.
 3. Upon arrival, the renter must report visible defects or deviations as soon as possible, preferably on the day of arrival.
 4. The renter is fully liable for all damage, loss, breakage, pollution, or additional wear and tear occurring during the stay as a result of the acts or omissions of the renter, co-guests, or third parties present with the renter's permission.
 5. The entrepreneur is entitled to charge the renter in full for repair costs, replacement costs, extra cleaning, and other damage.
 6. Normal wear and tear and signs of use that may reasonably be expected from normal use do not fall under the renter's liability.
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Article 19 – Maintenance, works and emergency situations

1. The entrepreneur is entitled to carry out necessary maintenance, inspections, repairs, and safety measures to the accommodation and associated facilities.

2. If necessary, the entrepreneur or persons designated by the entrepreneur may enter the accommodation:
 - for urgent technical or safety reasons;
 - for necessary maintenance;
 - in the event of suspicion of a breach of these conditions.
 3. In doing so, the entrepreneur shall, as far as reasonably possible, take the renter's privacy into account.
 4. Temporary inconvenience due to maintenance work shall not entitle the renter to compensation or termination of the agreement.
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Article 20 – Complaints and duty to report

1. The renter must report complaints about the accommodation or the stay directly and as soon as possible on site to the entrepreneur or manager.
 2. The entrepreneur must be given a reasonable opportunity to investigate and resolve a complaint.
 3. Complaints reported only after departure, which could have been resolved during the stay, may lead to loss of any right to compensation.
 4. If a complaint has still not been resolved after departure, it must be submitted in writing and with reasons within 14 days after departure.
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Article 21 – Liability of the entrepreneur

1. The entrepreneur shall only be liable for direct damage which is the direct result of an attributable failure in the performance of the agreement.
2. The entrepreneur shall not be liable for:
 - theft, loss, or damage to personal belongings;
 - damage caused by weather conditions, natural influences, water levels, animals, or insects;
 - damage caused by acts or omissions of the renter, co-guests, or third parties;
 - damage caused by the use of facilities at the renter's own risk;
 - indirect damage, consequential damage, or loss of income.

3. This limitation of liability shall not apply if the damage is the result of intent or deliberate recklessness on the part of the entrepreneur.
 4. If the entrepreneur is nevertheless liable, such liability shall be limited to the amount paid out under the entrepreneur's liability insurance, increased by the deductible.
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Article 22 – Liability of the renter

1. The renter is fully liable for all damage to the accommodation, inventory, and surroundings arising during the stay.
 2. This liability also includes damage caused by co-guests, pets, or third parties present with the renter's permission.
 3. The renter indemnifies the entrepreneur against third-party claims arising from the renter's use of the accommodation.
 4. The renter is obliged to follow all safety regulations and instructions of the entrepreneur.
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Article 23 – Force majeure

1. Force majeure means any circumstance beyond the entrepreneur's control which makes performance of the agreement impossible.
 2. This includes, among other things: storm, flooding, fire, pandemics, government measures, failures in utilities, and technical defects.
 3. In the event of force majeure, the entrepreneur may amend, suspend, or cancel the agreement.
 4. In the event of force majeure, the entrepreneur shall not be liable for any damage.
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Article 24 – Early termination and eviction

1. The entrepreneur is entitled to terminate the stay with immediate effect if the renter or co-guests:
 - violate these conditions;
 - cause nuisance;
 - endanger safety;

- use the accommodation improperly.
 - 2. In urgent situations, this may take place without prior warning.
 - 3. In that case, there shall be no entitlement to a refund of amounts already paid.
 - 4. Any damage and costs shall be borne entirely by the renter.
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Article 25 – Lost property

1. The entrepreneur may keep found items if this is reasonably possible.
 2. Shipping of found items shall only take place upon request and at the renter's expense and risk.
 3. The entrepreneur is not obliged to keep found items for an extended period.
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Article 26 – Privacy and communication

1. The entrepreneur processes personal data solely for the performance of the agreement and compliance with legal obligations.
 2. The renter shall provide accurate and complete information.
 3. Communication may take place by email, telephone, or booking platform.
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Article 27 – Governing law and disputes

1. All agreements shall be governed exclusively by Dutch law.
 2. Disputes shall preferably be resolved by mutual consultation.
 3. If no solution is reached, the dispute shall be submitted to the competent court in the Netherlands.
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Article 28 – Invalidity and order of precedence

1. If any provision proves to be invalid, the remaining provisions shall remain in force.
 2. The invalid provision shall be replaced by a provision that corresponds as closely as possible to the original intention.
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Article 29 – House rules as a supplement

1. The entrepreneur may establish additional house rules.
 2. These house rules form an integral part of the agreement.
 3. In the event of conflict between the house rules and these conditions, these general terms and conditions shall prevail.
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Article 30 – Damage

1. The renter must report damage immediately.
 2. The renter is liable for damage caused by the renter during the stay.
 3. The entrepreneur may charge the costs on.
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Final provision

These general terms and conditions apply to all agreements concluded by Huren Houseboat.

By making a booking, the renter expressly agrees to these conditions and the accompanying house rules.