

General terms and conditions of HappyWhale International B.V.

Article 1. General

1. In these general terms and conditions, the following terms are used in the following meanings unless expressly stated otherwise.

HappyWhale:

HappyWhale International B.V., the user of these general conditions.

HappyWhale can also be regarded as the lessor of vessels.

Tenant:

The natural person who enters into an agreement with HappyWhale or to whom HappyWhale has made an offer to which these general terms and conditions apply. On agreements between HappyWhale and a legal person the general terms and conditions of HappyWhale for the business market .

2. These general terms and conditions apply to all (rental) agreements of HappyWhale. The Renter's entering into an agreement referring to these general terms and conditions without comment constitutes consent to the application of these general terms and conditions.
3. Deviation from these general terms and conditions is only possible if the parties have expressly agreed in writing in advance. Applicability of any general terms and conditions used by the Renter is expressly rejected. Such application can only validly take place if the parties expressly agree in writing and in advance.
4. Situations not covered by these general terms and conditions, or about which is ambiguity, should be judged according to the spirit and purpose of these general terms and conditions.
5. HappyWhale reserves the right to modify or supplement these terms and conditions. Changes of minor importance may be made at any time.

carried through. If the Renter does not wish to a change, until the date the new terms take effect, the Renter may terminate the contract by this date.

Article 2. General rules

1. HappyWhale rents out vessels. Tenant must behave in accordance with these general conditions and ensure that all persons on board comply with all rules contained in the general conditions at all times. If it appears that Tenant (or any person in the company of Tenant) does not behave in accordance with HappyWhale's general conditions, HappyWhale reserves the right to immediately terminate the contract with Tenant. In a case there is no right to a refund of monies already paid.
2. HappyWhale has two types of registered users:
(Paid) Membership: the Renter pays membership fees and can rent a vessel at a reduced rate. Hours flown are collected afterwards by automatic debit. See article 3 for more on membership; **Registered User:** registration allows the Renter to easily rent a vessel at regular rates.
3. *It is also possible rent a vessel without having taken out a membership and/or registration.* General opening hours of HappyWhale are Monday through Sunday from 9:00 am to 9:00 pm. During these opening hours Tenant can rent a sloop immediately. In the period from October 15 to the last day of February a boat can only be rented if a reservation is made at least 24 hours in advance. Within these 24 hours a boat can only be rented after telephone consultation.
4. HappyWhale reserves the right to charge adjusted daily rates during events.
5. Tenant must be 18 years of age or older.
6. Vessels are suitable for carrying maximum number of persons as communicated through the website. If Renter decides to have more persons aboard the vessel, all possible consequences of this will be at the Renter's expense and risk.

7. It is prohibited to operate a vessel under the influence of alcohol and/or drugs.
8. Tenant shall not, if the vessel is still activated, leave it unmanned.
9. Sailing rules:
 - Safety , never take risks.
 - Always sail starboard (right) at a speed that does not a nuisance wave. Observe maximum speeds at all times.
 - Commercial shipping (including tour boats) always has the right of way.
 - Make sure it is clear to others in which direction you are traveling. Approach bridges so that you are visible to any oncoming traffic.
 - It is prohibited operate a vessel under the influence of alcohol or drugs.
 - You may sail only on inland waterways, to which expressly does not belong: Wadden Sea, North Sea and IJsselmeer.
 - You may not moor to trees, under or on bridges and in places where it is indicated by a prohibition sign.
 - People live on and around the water. Please respect their privacy. Please do not cause unnecessary (noise) nuisance.
 - It is mandatory to bring enough life-saving equipment on board. The blue cushions (in the sloop or at the dock) are rescue equipment. 1 pillow is suitable for 2 persons. If there not enough cushions on board, ask a harbor employee for them or call HappyWhale.

Article 3. Membership

1. The Renter who takes out a membership with HappyWhale does so for a of at least three calendar months. Termination of the membership is possible with a notice period of one calendar month. Termination can be done by sending an email to [.info@happywhale.nl](mailto:info@happywhale.nl) -
2. Members can rent a vessel at discounted rates. Different rates apply during peak hours than during off-peak hours. Off-peak hours are Monday Friday from 10 a.m. to 4 p.m., excluding weekends and holidays.

All other hours are peak hours. Only peak hours also apply on King's Day and during Gaypride. The rates of peak and off-peak hours (may) differ per boarding location. The rates can be found on the HappyWhale website.

3. Members may pay membership dues once a year or . In all cases direct debit will be used, The months of November, December, January and February are excluded from the membership fee. In case of monthly payment, no amount will be collected in these months. The monthly direct debit will always take place in the last week of the month prior to the month to which the direct debit relates (e.g. at the end of March the direct debit will take place for the month of April).
4. The annual membership fee is collected in the last week of February. If the annual membership is started in the months of November through February, the full amount of 200 euros will be collected. If the year membership is started in the remaining months, a recalculation is made based on the remaining part of the boating season compared to the amount paid. HappyWhale then calculates the remaining number of months, times the amount of 25 euros, minus 1 month. A month is included in this calculation if the application is made before the 16th of the month in question. Here HappyWhale assumes registration if the registration forms have been sent or a reservation has been made after logging in with data linked to a membership.
5. If the annual membership is not discontinued by February 1, the 200 will be collected in full during the last week of February.
6. HappyWhale's boating season runs from March 1 through October 30. From Nov. 1 through the last day of February, HappyWhale keeps a limited number of sloops in service that can be by members at the discounted rate. Reservations during this winter period must be made 24 hours in advance or telephone contact must have been made first.
7. At the start of the membership, Tenant will pay a deposit of 50 euros. The deposit will returned to Tenant at the end of the membership. If there are still outstanding items be paid by direct debit, the deposit will be returned within 10 days after the direct debit has taken place. Any reversals of 1 or more direct debits will be deducted from the deposit.

Article 4. The rental period: beginning, extension, end

1. The rental period commences at the previously agreed time. A Renter who is not present at the agreed time to take possession of the vessel is not entitled to compensation in the form of adjustment of the rental period to a later end time.
2. If the Renter wishes to extend the rental period during the cruise, HappyWhale must first be contacted by phone to check if this is possible. If the reservation can be extended (HappyWhale reserves the right to refuse this) then the regular hourly rate (as found on HappyWhale's website) will apply. HappyWhale will then extend the cruise until the desired time.
3. If Tenant fails to return the vessel at the end of the rental period at the agreed time, the total deposit paid will be retained. Renter is also liable to compensate HappyWhale for all damages by HappyWhale as a result of the failure to return the vessel in a timely manner.
4. Tenant will return the vessel to HappyWhale at the end of the rental period clean and debris-free. If the vessel is returned dirty, Tenant may a cleaning fee. This will be deducted from the deposit paid.
5. Upon returning the vessel, Renter must properly tie down the vessel with the lines/carabiners provided. Also, Renter must reconnect the plug into the outlet so that the vessel can immediately recharge for subsequent use.
6. The deposit may be withheld on the following observations with the corresponding deductions.
 - The boat is not left clean (€20,00)
 - The boat is not put on power (€15,00)
 - The boat has damage(€50.00), without insurance this could be up to(€500.00).
 - The boat was returned late (€0.75 Per)
 - The boat is not turned off with the deactivation link (€50.00). The reason for this is that the next customer cannot turn the boat on, and it cannot seen how long you have sailed.

- You had a dog on board and not click on a "Dog on " add-on. You must +31(0)853032787 leave the boat tidy at all times.
(€25,00)

Article 5. Obligations of HappyWhale and Tenant

1. At the time of commencement of the rental HappyWhale will ensure that Tenant can dispose of the vessel in question. In doing so HappyWhale will ensure that the craft is in a good condition and that it is equipped with the agreed safety equipment. HappyWhale's craft will be suitable for the agreed use.
2. HappyWhale will also arrange appropriate insurance for the vessel (third-party liability, hull and theft), applicable to the agreed sailing area.
3. The renter is not allowed hand over the boat to third parties. The renter remains responsible at all times until the moment the boat is moored at the HappyWhale jetty. If the boat, whether activated or not, is moored / left somewhere other than the (departure) dock, the full deposit will be retained. Any additional charges will be recovered from the Renter.
4. Renter must comply with all applicable boating regulations. If Renter is not aware of the boating rules, Renter should contact HappyWhale. Renter is expected to have all skills necessary for safe boating.
5. The hirer must check that all the necessary safety equipment is present before starting the trip. If this proves not to be the case he must inform HappyWhale before the start of the cruise.
6. Tenant shall use the vessel as a "good housekeeper" and use it only for the purpose for which the vessel is suitable by its nature. Tenant shall not make any changes to the vessel. Any repairs will be made solely by HappyWhale unless otherwise agreed.
7. Tenant shall use the vessel in compliance with directions and/or instructions from HappyWhale and/or rules of use etc. For all damages resulting from the failure to observe or comply fully with those directions and/or instructions of HappyWhale and/or instructions for use, etc., Tenant is liable.

8. At the end of the rental period, Tenant shall the vessel to HappyWhale at the agreed place and time. The vessel, including the inventory present, must then be in the same condition as at the start of the rental period.
9. Children under the age of 10 (ten) are required to wear a life jacket Θ during the rental of a Happywhale sloop. If this obligation is not met and personal damage occurs, Happywhale can never be held responsible for this damage.

Article 6. Deposit and payment

1. Tenant shall pay to HappyWhale a deposit in the amount of 50 euros. This deposit will be paid to Tenant within 10 working days after the end of the rental period.
2. be returned. Tenant shall pay the agreed upon rate to HappyWhale upon placing the reservation.
3. A Renter who is a member of HappyWhale will pay this deposit once at the start of membership. The deposit will be returned to Renter within 10 business days at the end of membership. Members of HappyWhale pay by direct debit.
4. HappyWhale is authorized to retain all or part of the deposit in case of damage or if the hirer fails to return the vessel to HappyWhale at the agreed time, in case of an agreed extension. Additional and/or excess time will be deducted proportionally from the deposit rounded off per 15 minutes.
5. If the Renter fails to pay the rent due, he is deemed to be in default by operation of law. HappyWhale may then terminate the rental agreement without judicial intervention and take immediate possession of the vessel. HappyWhale is entitled to calculate and legal interest on the amount due. Any costs made by HappyWhale - in and out of court - in order to obtain satisfaction of the payment from Tenant will be for the account of Tenant.

Article 7. Damages and liability

1. All vessels are insured for damage. The renter pays HappyWhale a deposit which serves as compensation for (part) the excess in case of damage.

2. In case of damage, the Renter must notify HappyWhale immediately. Failure to report damage (immediately) will result in the full deposit being retained, regardless of the final amount of damage. If the damage the retained deposit, the additional amount will still be recovered from the Renter.
3. Failure by Tenant to comply with the provisions of these general terms and conditions may result in full liability for damages and resulting costs.
4. When there is recklessness, negligence and/or failure to follow HappyWhale's instructions, Tenant may be held fully liable
5. for any resulting damages without HappyWhale having recourse to its insurance.
6. The hirer is liable for damage to the vessel as well as for damage caused by him and/or co-pilots to third parties insofar as not covered by insurance, arising during the time he has the vessel in his possession.
7. In all cases, the Hirer shall be fully liable for any (consequential) damage by him if he uses the vessel outside the agreed sailing area.
8. If, upon return, the vessel is not in the same condition as received, HappyWhale is entitled, at the expense of the Hirer, to restore the vessel to the condition in which it was at the commencement of the hire period, unless said costs are covered by HappyWhale's insurance. In that case, the Renter will owe only the excess (= the deposit).
9. HappyWhale cannot be liable for personal injury or (consequential) damage of any kind, regardless of the cause for the occurrence of such injury or damage, prior to, during or as a result of the rental agreement between HappyWhale and Tenant, unless it is established that such injury or damage was caused by intent or gross negligence on the part of HappyWhale and/or its subordinates. HappyWhale's liability in all cases is limited to a maximum of the amount of the rental agreement.
10. HappyWhale is not liable for losing and/or damaging any property that Renter brings on the vessel.
11. The renter must return the rented boat to the boarding location. If this is not done, and the rental location or Happywhale must pick up the boat themselves, Happywhale will hold the renter legally liable for a

amount of up to €500.00 (Five hundred euros). This is not covered by the deductible, and is therefore not waivable.

Article 8. Cancellations

1. Renters who are members of HappyWhale have the option to cancel a vessel at no charge, even on the day of the reservation up to no later than 1 hour before the reserved time. The articles below do not apply to Renters who are members. The only exception to this condition is that event reservations cannot be cancelled.

2. A vessel reserved by a non-member can be cancelled up to 24 hours before the reservation starts without giving a reason. Between 24 hours and 2 hours before the start of the rental period cancellation, tenant will pay 25% of the total agreed rental rate to HappyWhale. Less than 2 hours before the start of the rental period the renter will owe HappyWhale 75% of the total agreed rental rate.

Exception to the cancellation conditions as described in Article 8.2 is when there is very bad weather. Very bad weather is only the case when KNMI issues a weather alarm for the relevant province. In case of a cancellation due to very bad weather the Renter will owe HappyWhale 25% of the total agreed rental rate. However, in such a case the Renter also obtains the possibility to reschedule the reservation free of charge, under the condition that the payment of the cancelled reservation will then be converted into a credit for a next time. Thus, there is no refund of monies paid.

3. If you wish to cancel your trip, you may do so by us at [.info@happywhale.nl](mailto:info@happywhale.nl) -

Article 9. Force Majeure

1. HappyWhale is not obliged to fulfill any obligation towards the Renter if it is hindered to do so as a result of a circumstance that is not due to fault, and neither by virtue of law, a legal act or generally accepted practice. HappyWhale can during the period of force majeure continue the obligations from the

suspend the agreement. If this period lasts longer than two months, either +31(0)853032787

party is entitled to terminate the agreement without any obligation to pay damages to the other . If the aforementioned situation occurs when the agreement has been partially executed, the Renter is obliged to fulfill his obligations towards HappyWhale until that moment. HappyWhale is entitled to invoice separately any part already fulfilled or to be fulfilled. The Renter is obliged to pay this invoice as if it were a separate agreement.

2. In these general terms and conditions force majeure is understood, in addition to what is understood in law and jurisprudence, to include all external causes, foreseen or unforeseen, over which HappyWhale has no influence, but through which HappyWhale is unable to fulfill its obligations. Industrial action in the company of HappyWhale or a third party is included. HappyWhale is also entitled to invoke force majeure when the circumstance preventing (further) fulfillment of the agreement.

Article 10. Complaints and disputes.

1. In case of complaints, Tenant must notify HappyWhale in writing with substantiation within a reasonable time.
2. Dutch law applies to all agreements between HappyWhale and Renter to which these general terms and conditions apply. Only the competent court in Leeuwarden is authorized to take cognizance of disputes.



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