

A | Contracting Parties

The contract for the boat rental is concluded between the boat rental company „deinboot gmbh“ (lessor) and the hirer. It is composed of the contract on the boat rental or the online confirmation of the lessor about the boat rental and these general terms and conditions. By booking, the customer agrees to these general terms and conditions. The general terms and conditions consist of one A4 page and chapters A-F, as well as subsections and corresponding accompanying sentences.

B | Obligations of the lessor

1. The booked boat will be handed over to the hirer clean, seaworthy and sufficiently fuelled or charged.
2. The rental price includes the use of the boat for the defined period of time, the value added tax, the boat accessories, the final cleaning and the legally required insurance of the boat as a rental boat.
3. In addition, the rental price also includes the fuel or battery power which the hirer uses during the rental period.
4. If the boat is not in a seaworthy condition on the day of the rental due to a technical defect or similar, the lessor undertakes to offer the hirer another time to carry out the boat rental. If this is not successful, any amounts already paid in advance for the lost hire shall be refunded to the hirer.

C | The hirer undertakes

1. to behave reasonably and prudently on the lake.
2. to respect the legal regulations of the country.
3. to keep the legally prescribed minimum distance from the shore of 150 meters, except when departing from and returning to the lessor's jetty in Hergiswil. Customers who do not comply with these rules may have their rental terminated prematurely without the hirer being entitled to a refund for the unused time.
4. not to drive to any jetty or pontoon except the jetty of the lessor in Hergiswil.
5. not to leave the boat during the rental period. When bathing in the lake, there must be at least one person on board at all times who is authorised to drive the boat.
6. not to leave the rental boat at the disposal of third parties and never to leave it unattended.
7. not to use the boat for the transport of dangerous cargo during the rental period.
8. not to exceed the prescribed maximum number of persons on the boat at any time during the rental period.
9. not to make any alterations to the boat or its accessories.
10. to hand over the boat at the end of the hire in a tidy and reasonable condition. In the event of disproportionate soiling, the lessor shall be free to charge additional cleaning costs.
11. to inform the lessor immediately in the event of damage to the boat, an accident with the boat or any other unusual occurrence with the boat (theft, confiscation, etc.). If damage is caused to the boat or persons, the hirer is obliged to write a detailed report, which is countersigned by the competent authority. In case of grounding, photos of the affected areas and a detailed report must be given immediately.
12. to carry small children on board only with their lifejacket on.
13. in the event of damage, which must be reported to the insurance company, and which has occurred during the rental period, to pay the full excess of the insurance company immediately on site. The excess amounts to 500 Swiss francs.
14. to ensure that under no circumstances cigarettes or similar are smoked on the boat. Burn holes on the vinyl floor, seats etc. must be charged to the hirer.

D | Liability

1. The lessor is not liable for any damage caused to the hirer during the rental period.
2. The lessor is not liable for damage caused or facilitated by inaccuracies and faults in the existing nautical equipment and electronic apparatus.
3. Claims by the hirer against the lessor in the event of the boat being unusable due to damage caused by the hirer or his crew during the hire period shall not be permitted.
4. The lessor is not liable for events or problems during the rental period which affect the rental and are beyond the control of the lessor (such as unforeseen weather changes, local laws and regulations, etc.).

5. The Owner shall not be liable for any lost, abandoned or damaged boat equipment or personal belongings of the Hirer during the period of hire.
6. The lessor reserves the right to change the rental prices at any time and without prior notice, except for boat rentals that have already been booked by the hirer with an advance payment.
7. The lessor is not liable for commissions, fees or delays in chargebacks which are the responsibility of the hirer's bank or credit card institution. Furthermore, the lessor is not liable for any losses due to currency conversions or exchange rates.
8. The hirer takes over the boat at his own risk.
9. For any act or omission by the hirer as a result of which third parties make claims against the lessor, the hirer shall fully indemnify the lessor for all consequences and costs.

E | Payment, cancellation, no-show, late return

1. The advance payment of the rental price is a compulsory condition for the reservation of the boat on the agreed rental date and time. With the successful prepayment the hirer accepts these general terms and conditions and the contract between the hirer and the lessor comes into force.
2. In the event of unexpected delays of any kind, the lessor reserves the right to postpone the handover of the boat by up to one hour. In this case, the lessor will, if possible, extend the return of the boat by the period of the delay.
3. In the event of damage to the boat and boat accessories, cancellation of the hire by the hirer is not permitted, provided that the seaworthiness of the boat and the use of the boat are not impaired to a reasonable extent.
4. Any claims for compensation by the hirer in excess of the hire price are excluded.
5. If the hirer wishes to cancel a booked boat rental, he must inform the lessor immediately. If the request for cancellation of the booking by the hirer is made later than 72 hours before the start of the rental period, the lessor is entitled to charge 50% of the advance payment as compensation. The lessor is entitled to charge the complete advance payment, if the hirer fails to arrive at the agreed location without prior notice or is more than one hour late. If the request for cancellation is made earlier than 72 hours before the start of the rental period, the lessor may charge the hirer 10% of the rental price, up to a maximum of 50 Swiss francs.
6. If, in the opinion of the lessor, the weather or water conditions do not permit a safe and pleasant journey, then the booking will be postponed, if possible, in consultation with the hirer. Otherwise, the lessor will return the hirer's advance payment to the Hirer's account within 10 working days. A 10% fee will be charged for this by the lessor up to a maximum of 50 Swiss francs.
7. In the event of a late arrival of the hirer, the pre-arranged return time shall nevertheless apply without the right to a free extension on the part of the hirer.
8. An extension of the rental period is only possible with the agreement of the lessor.

F | Validity, Jurisdiction

1. If any part of this agreement is found to be invalid or void, this shall not affect the validity of the remaining parts of this agreement.
2. Waiving the right to separate jurisdiction at the place of residence of the hirer, the hirer expressly agrees that for any legal disputes relating to this contract the sole instance for legal action shall be the competent court in Stans and that only Swiss law shall apply.
3. The renter understands and accepts these general terms and conditions as an integral part of the boat rental agreement.