

## Nasta Marine SA Rental terms and conditions

The following terms and conditions govern the legal relationship between the Lessee and NASTA MARINE SA - hereinafter referred to as the Lessor.

### 1. Reservation

The rental term starts and ends according to the information in the rental contract.

### 2. The Lessee's obligations

The Lessee must be over 18.

The Lessee must have a valid boat navigation licence.

The Lessee undertakes not to exceed the maximum number of persons on board, specified according to the boat model.

The Lessee undertakes to keep the boat in good operational condition.

The Lessee will comply with the navigation rules in force on Lakes Neuenburg, Biel and Murten, in particular the rules of the riparian zone and the shallows, etc.

The Lessee may not under any circumstances sub-let the boat.

If a fault occurs, the Lessee must immediately inform the Lessor.

Pets are not permitted on board.

### 3. The Lessor's obligations

The Lessor undertakes to supply a boat in perfect operational condition.

If any faults occur, the Lessor is required to supply the Lessee with an equivalent boat, otherwise the Lessee will have the right to terminate the contract.

### 4. Cancellation

If a cancellation is made 48 hours before the agreed rental period, an amount of CHF 200.00 will be charged to cover the costs. If the cancellation is made less than 48 hours before the agreed rental period, the cancellation fees will be 50% of the rental price.

### 5. Collecting the boat

The Lessee undertakes to collect the boat at the agreed time. If the Lessee is more than 1 hour late than the time stated in the contract for collecting the boat, the Lessor is no longer bound to fulfil the reservation.

The Lessee will confirm, by its signature, that the boat has been collected in perfect working condition.

The Lessee accepts full responsibility for any damage caused, even if the damage is noted after the Lessee has returned the boat.

### 6. Returning the boat

The boat must be returned at the time and to the place agreed in the contract. If this time is not adhered to, every subsequent hour, once started, will be invoiced at CHF 150.00.

The boat must be returned in a clean and tidy condition. The fuel tank must be refilled and waste water also emptied. Any cleaning and emptying not carried out will be invoiced at CHF 120.00 per hour, plus any fuel costs.

### 7. Deposit / Liability for damage

Before collecting the boat, a deposit of CHF 1,000.00 must be paid by the Lessee to the Lessor, in cash or by credit card. This deposit will be returned in full to the Lessee if the conditions of the contract are met and no damage has been noted.

Part of the deposit may be deducted by the Lessor for:  
Cleaning costs, waste water emptying costs, fuel costs  
Any towing costs if the navigation rules are not followed

The Lessee is liable for the excess and any compensation refused by the insurance company, in the event of gross negligence for example.

The Lessee is liable for any damage caused to the boat or its equipment, and for any loss of equipment during the rental period. The excess is the same amount as the deposit of CHF 1,000.00.

#### **8. Force majeure**

The Lessor is not liable, and no reimbursements will be made to the Lessee, if the trip is interrupted due to an event of force majeure, such as blocked canals, floods, drought or any other case beyond the Lessor's control.

#### **9. Accidents and loss of equipment**

The Lessee is required to inform the Lessor immediately of any damage caused to the boat by itself or by a third party. It undertakes to complete the insurance declaration (in the logbook), detailing the causes and stating if any third parties are involved. The Lessee is not authorised to repair the damage without the Lessor's agreement. The Lessee is required to inform the Lessor of any damage, loss or theft that occurs during the rental period.

#### **10. Claims**

The Lessee will immediately inform the Lessor of any complaint or claim so that the Lessor can remedy it immediately. Any claims made after the boat has been returned will not be accepted.

#### **11. Jurisdiction**

The place of jurisdiction is the Lessor's domicile. Swiss Law shall apply.