

# Terms and Conditions Kajaks Korenlei

Kumulus BV (acting under its trademark 'Kajaks Korenlei') is a limited liability company, incorporated under Belgian law, with offices at 9000 Gent, Sint Michielsplein 21, and registered in the Crossroad Bank of Enterprises under number BE0844.125.969, hereinafter referred to as '**Kajaks Korenlei**'.

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## Definitions

In these Terms and Conditions the following definitions apply:

Terms and Conditions:	These terms and conditions
Service(s):	Rental of kayaks, in the historic center of Ghent, where the medieval harbor used to be.
Service Provider:	Kumulus BV (acting under its trademark 'Kajaks Korenlei') is a limited liability company, incorporated under Belgian law, with offices at 9000 Gent, Sint Michielsplein 21, and registered in the Crossroad Bank of Enterprises under number BE0844.125.969.
Customer:	Any natural person of legal age, or any legal entity that makes a booking, concludes an agreement with the Service Provider and thereby accepts the General Terms and Conditions.
Offer:	An offer from the Service Provider (via website, on-site reporting, social media or e-mail)
Agreement:	The agreement between Service Provider and Customer after acceptance of the price and the General Terms and Conditions by the Customer
Parties:	The Service Provider and the Customer together
Written:	Written communication such as e-mail or registered letter where necessary
Website:	<a href="https://www.kajaskorenlei.be">https://www.kajaskorenlei.be</a>

## Article 1. General

These General Terms and Conditions apply to all reservations, bookings and payments at Kajaks Korenlei. Deviations from these General Terms and Conditions are only valid if they have been expressly agreed in advance and in writing.

The Customer is solely responsible to Kajaks Korenlei for compliance with the General Terms and Conditions and the applicable guidelines as stated in Article 2 of these General Terms and Conditions.

The Customer must be 18 years or older.

If the Customer makes a reservation for multiple people, the Customer guarantees that the people for whom he makes the reservation will comply with these General Terms and Conditions and the applicable guidelines.

By renting kayaks from Kajaks Korenlei, the Customer agrees to the application of these General Terms and Conditions and confirms that these are the only conditions that apply to the rental.

## **Article 2. Guidelines to be observed**

The Customer accepts that kayaking always takes place at his own risk and declares that he will observe at least the following safety rules:

- Young people up to the age of 16 must always be accompanied by an adult;
- Swimming is prohibited;
- Each participant declares that he or she can swim sufficiently to reach safety;
- Wearing a life jacket is mandatory;
- Always keep to the right on the water;
- Always give priority to motorized vessels;
- Keep sufficient distance from the side and do not moor the kayak;
- The use of alcohol and/or drugs before and/or during the tour is strictly prohibited;
- The kayak must be carried to the departure and stop point by yourself. The material must be stored by the Customer in the designated location.

Failure to comply with these guidelines by the Customer and/or his party may lead to mandatory premature termination of the kayaking tour and the Agreement. Such premature forced termination does not give the Customer any right to reimbursement or compensation.

## **Article 3. Reservation, booking and cancellation**

Every reservation is only final if expressly accepted by Kajaks Korenlei and paid in full by the Customer.

The prices as shown in the booking module of Kajaks Korenlei are the current rental prices.

To make a reservation for individuals and small groups of up to 11 people, the online booking system on our official website ([www.kajaskorenlei.be](http://www.kajaskorenlei.be)) must be used.

Reservations for larger groups (12 people or more) must be requested directly from Kajaks Korenlei, either via the contact form at the bottom of the Website or by email ([info@hosteluppelink.com](mailto:info@hosteluppelink.com)). Online bookings for larger groups are not permitted.

If the Customer wishes to cancel the booking, the price paid by the Customer remains due in full. No refund, even partial, will take place, unless otherwise agreed between the Parties.

Without prejudice to the foregoing, bookings of up to 11 people can be moved free of charge up to 24 hours before departure. Notification of the wish to move is done by means of a response to the original confirmation email. In that case, Kajaks Korenlei will send a voucher that can be used by the Customer to pay for the new, rescheduled appointment.

## **Article 4. Duration of the Agreement**

The Agreement has a fixed term and applies for the duration of the rental of the kayaks.

The kayaks are rented for a duration of three (3) hours, unless expressly agreed otherwise between the Parties. If the Customer does not return the kayaks to the designated stopping point within this time, a new rental period of three (3) hours will be charged until the Customer has returned the kayaks to the scheduled stopping point and stored the materials at the place provided and designated for this purpose. Failure to comply with this provision correctly constitutes a breach of contract on the part of the Customer, which may give rise to a claim for damages by Kajaks Korenlei.

## **Article 5. Liability**

Kajaks Korenlei commits itself to maintaining the kayaks and the infrastructure it makes available in good condition at all times and will always act to the best of its ability, in accordance with the prevailing standards of care and good workmanship. This concerns a best efforts obligation on the part of Kajaks Korenlei.

Use of the kayaks and infrastructure made available to the Customer by Kajaks Korenlei (such as lockers, sanitary facilities, etc.) is exclusively at the risk of the Customer.

Kajaks Korenlei is only liable for direct damage suffered by the Customer and can in no case be liable for or be obliged to pay compensation for immaterial, indirect or consequential damage, such as - but not limited to - loss of opportunity, loss of profit, loss of income, claims from third parties,...

The total contractual and non-contractual liability for direct damage will always be limited to payment of compensation equal to the amount paid by the Customer for the rental that gave rise to the damaging event.

The Customer is obliged to Kajaks Korenlei to compensate for all direct damage suffered by Kajaks Korenlei as a result of errors, mistakes, shortcomings, carelessness of any nature whatsoever committed by the Customer. The Customer also confirms that he will indemnify Kajaks Korenlei against any claims from third parties arising from an error, shortcoming, carelessness or mistake committed by the Customer in the context of the rental and use of the kayaks. This provision applies to damage caused by the Customer himself as well as damage caused by persons belonging to the Customer's company.

## **Article 6. Force Majeure**

If Kajaks Korenlei is affected by a force majeure situation, it will inform the Customer within a reasonable period and in any case within 72 hours after becoming aware of the force majeure situation.

Force majeure is seen as the situation in which the performance of the agreement is prevented, temporarily or otherwise, by circumstances beyond the control of Kajaks Korenlei, amongst others - but not limited to - the following: fire, epidemic, quarantine, electrical, computer, Internet, or telecommunications malfunctions, government decisions or interventions, errors or delays attributable to third parties.

Kajaks Korenlei shall not be required to prove the unaccountable and unforeseeable nature of the circumstance constituting Force Majeure.

Kajaks Korenlei will make all reasonable efforts to limit the consequences of the force majeure situation.

However, under no circumstances can Kajaks Korenlei be held liable for failure to comply with its obligations in the event of force majeure. In that case, the obligations of Kajaks Korenlei will be suspended for as long as the force majeure situation lasts.

However, if it appears that it is permanently impossible to complete or continue the Services, the Agreement will be revised or terminated by mutual agreement between the Parties.

## **Article 7. Data Processing**

Kajaks Korenlei is controller for the processing of personal data in accordance with the provisions of Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, known under the General Data Protection Regulation and subsequent national laws.

By making a reservation at Kajaks Korenlei, the Customer agrees to the processing of the personal data. These Terms and Conditions need to be read together with the 'Privacy Policy' of Kajaks Korenlei, which is consultable on our Website.

All personal data of the Customer will be processed within the scope of Customer management and are necessary for the performance of the Services Kajaks Korenlei.

## **Article 8. Completeness and nullity**

These Terms and Conditions need to be read together with the Agreement and the reservation and booking details and constitute the entire Agreement between the Customer and Kajaks Korenlei. They replace every former agreement, orally and/or written between the parties regarding the same subject.

If any provision (or a part thereof) of these Terms and Conditions are unenforceable or in conflict with any legal or regulatory provision, this shall not affect the validity and enforceability of the other provisions of these Terms and Conditions, nor the validity and enforceability of that part of the relevant provision which is not unenforceable or in conflict with any legal or regulatory provision. In such a case, the Parties shall negotiate in good faith to replace the unenforceable or conflicting provision with an enforceable and legally valid provision that is as close as possible to the purpose and scope of the original provision.

## **Article 9. Transferability**

Parties cannot transfer their rights and obligations arising from the Agreement and these Terms and Conditions except with the express prior consent of the other Party.

## **Artikel 10. Legal Jurisdiction**

The Agreement and these Terms and Conditions are subject to Belgian law. In case of dispute only the court of the judicial district of East-Flanders, department Ghent, is competent to settle the dispute.