

General terms and conditions for the rental of sup materials from Sportcentrum Olympos

Article 1: Definitions

1.1 Rental Terms: The general terms and conditions for the rental of (sup) materials from Sportcentrum Olympos.

1.2 Lessor: The Utrechtse Studenten Sportstichting Mesa Cosa (hereinafter USS Mesa Cosa), statutory seat at Uppsalalaan 3, 3584 CT, Utrecht and registered under number 41184528 at the Kamer van Koophandel (Chamber of Commerce) in Utrecht. The USS Mesa Cosa manages and operates Sportcentrum Olympos. Lessor is represented by its personnel.

1.3 Lessee: The person who rents (sup) material from Lessor and whose name is mentioned on the Rental agreement.

1.4 Director: the director of the USS Mesa Cosa.

1.5 Rented object: the (sup) materials mentioned on the Rental agreement.

1.6 Rental period: The times (start to end, within one date) of the rental of the (sup) materials, consisting of periods of two hours.

1.7 Rental agreement: the agreement between Lessee and Lessor.

1.8 Personal Data: All data provided by Lessee to Lessor as included in the Rental agreement.

Article 2: Applicability

2.1 These Rental Terms apply to all legal relationships between Lessor and each Lessee.

2.2 Deviations from these Rental Terms are only valid if agreed in advance and expressly in writing.

Article 3: Rental agreement

3.1 The Lessee's completed Rental agreement and these Rental Terms collectively constitute the complete representation of the rights and obligations of Lessee and Lessor and supersede all previous written and oral announcements, agreements and all other correspondence.

3.2 Lessee shall ensure that all information - which the Lessor indicates is desirable or which the Lessee should reasonably understand is necessary for the performance of the Rental agreement - is provided to the Lessor in good time.

3.3 The Rental agreement is personal and the Lessee is not entitled to transfer to third parties all or part of the rights and obligations arising from the Rental agreement concluded under these Rental Terms.

3.4 Lessor has the right to unilaterally amend these Rental Terms.

3.5 The minimum age to rent (sup) materials independently is 16 years. Persons under 16 years of age are only accepted as Lessee if at the same time (sup) materials are rented by at least one accompanying Lessee of at least 21 years of age.

3.6 Lessee declares to be in good health and in possession of at least a basic swimming certificate, or to have good swimming skills.

3.7 Lessee will at all times observe the standards of decency applicable on and around the water. The participant will respect the natural environment and its rules.

3.8 Lessee declares not to be under the influence of drugs and/or alcohol. Use and/or being under the influence of drugs and/or alcohol is not allowed during the rental period.

Article 4: Fees, payment and cancellation terms

4.1 The fee for renting the (sup) materials consists of two components:

- A valid OlymPas of Sportcentrum Olympos; this requires at least an OlymPas day pass.
- The SUP fee at €7.50 per rental period.

4.2 Lessor reserves the right to index and change its rates.

4.3 Lessee must have paid the rental rate to Lessor before the start of the rental period. This is a condition of the Rental agreement.

4.4 If the Lessee has reserved and paid in advance via the Lessor's website and cancels the reservation at any time, the Lessor shall charge the Lessee €7.50 for the administrative processing of the cancellation. This

amount will be offset against the refund of the SUP fee (see 4.1).

4.5 In the event of bad weather, heavy rain or thunderstorms, there will be no SUP activity. Lessee will then have the option to book another day at no extra cost. Bad weather means rain predicted for more than an hour, temperature lower than 10 degrees, thunder/lightning and storm from wind force 5.

Article 5: Termination of Rental agreement by Lessor

5.1 The Lessor has the right to terminate the Rental agreement with immediate effect if, in the Lessor's opinion, the Lessee is guilty of inadmissible behaviour.

Article 6: Liability

6.1 The Lessor is not liable for any accidents or consequences of accidents through or on the Rented object, unless the accidents are the result of a demonstrable defect of the Rented object.

6.2 All damages not related to a demonstrable defect of the rented object are excluded for compensation by the Lessor.

6.3 Lessor is not liable for damaging, changing, or losing property of Lessee and/or third parties.

6.4 Lessee accepts that SUP activity, with the chance of falling into (cold) water, may involve risks both for Lessee himself and for his property. The Lessee expressly accepts possible consequences of SUP activity.

6.5 Lessee is liable for damage caused to Lessor's property, if such damage is the result of negligence of and/or fault by Lessee.

6.6 The exclusions and limitations of liability as mentioned in this Article 6 are equally stipulated for and on behalf of personnel of the Lessor and any other person whose assistance the Lessor makes use of in the performance of the Rental agreement.

Article 7: Conduct by Lessee, damage to the Rented object

7.1 Lessee shall strictly follow directions given by the Lessor's personnel on duty.

7.2 Lessee is obliged to take all measures to prevent damage to the Rented object.

7.3 Upon the occurrence or discovery of defects or damage to the Rented object, the Lessee is obliged to immediately inform the Lessor. The costs of repairing damage and the Lessor's loss of income following the damage caused to the Rented object shall be borne by the Lessee, if they were caused by the Lessee's negligence, neglect or otherwise, all at the Lessor's discretion.

7.4 The Rented object must be handed over by the Lessee to the Lessor in an orderly manner after use.

Article 8: Personal data

8.1 Lessee accepts that it provides certain personal data to Lessor, such as full name, date of birth and telephone number.

Article 9: Applicable law

9.1 The letting shall take place subject to the customary clauses insofar as the above has not deviated therefrom and furthermore according to the provisions of civil law.

9.2 Disputes concerning the interpretation of the letting and the Rental Terms shall be decided by the legally designated bodies.

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