



MARINA & RESORT
Waterland
SURINAME RIVER
DISTRICT PARA

MARINA & RESORT WATERLAND GENERAL TERMS AND CONDITIONS FOR THE HIRE OF MOORING PLACES *for vessels*

ARTICLE 1 - DEFINITIONS

In these conditions the following words mean:

- a. *Proprietor*: natural or legal person who draws up a contract relating to a vessel or part of a vessel.
- b. *Client*: natural person who enters into a contract relating to a vessel.
- c. *Berth*: a space the proprietor makes available to the client or transient user for placing a vessel and/or part of a vessel either on the quay or in the water.
- d. *Vessel*: an object that is constructed to remain in water and to move in it, including the contents. Also, the hull of a vessel being built.
- e. *Transient user*: a third party who concludes a hire agreement with the proprietor concerning a mooring place, for which the rental is charged per day
- f. *Hire agreement*: the agreement in which the proprietor undertakes to grant use of a berth to a client or transient user in return for payment
- g. *Digital*: via e-mail or website.
- h. *Premises*: the marina and the area, including car park and buildings that go with it.
- i. *Port regulations*: rules with respect to safety, housekeeping, behaviour and order at Marina Waterland.

ARTICLE 2 - APPLICABILITY

1. These Terms and Conditions apply to agreements for the hire of berths for vessels.
2. The hire agreement also refers to the space necessary for parking not more than one dinghy, provided these do not take up more room than the proprietor has hired out to the client in question.
3. These Terms and Conditions are translated from Dutch into the English language. Should there be any differences in the texts as a result of the translation, the Dutch text prevails.

ARTICLE 3 - THE CONTRACT

1. The contract is finalised when the client accepts the offer.
2. The contracts are preferably recorded either in writing or by email.
3. If the contract is in writing, a copy should be sent to the client.

ARTICLE 4 - PAYMENT

1. When a contract is drawn up, the proprietor can agree with the client a payment in advance of:
 - 50% of the rent when a booking is made within three months of the date of commencement of the hire period;
 - 25% of the rent when a booking is made more than three months before the date of commencement of the hire period.
2. The client owes the whole of the rent even if he temporarily does not make use of the rented items.
3. The full amount must be paid not later than the start date of the agreed rental period, by transfer to a bank account designated by the proprietor or by a bank approved form of payment.

ARTICLE 5 - CONDITIONS OF PAYMENT

1. The client is in default once the payment date has passed. The proprietor sends a payment reminder once the date has passed and gives the client the opportunity to pay within 7 days of receiving this payment reminder.
If, after the date stated in the payment reminder, there is still no payment and the client is not able to plead circumstances beyond his control, the proprietor has the right to charge interest, once the payment date has passed. This interest is equal to the statutory interest plus 3% on an annual basis over the amount due.
2. If the client remains in default of paying the amount owing after the payment reminder has been sent, the proprietor also has the right to increase the amount by adding the collection charges.
3. Complaints about invoices, must be submitted, preferably explained in writing, within 14 days after receipt of the invoice.



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ARTICLE 6 - CANCELLATION

1. If the client wishes to cancel the agreement he must inform the proprietor in writing or by email.
2. If the *first* hire agreement is drawn up more than three months before commencement of the hire period, the client may cancel the agreement up to three months before commencement of the hire period.
In that case, the consumer owes 25% of the agreed rental.
3. If cancellation takes place within a period of three months to two weeks before commencement of the hire period, the client owes 50% of the agreed rental.
4. If cancellation takes place within two weeks of commencement of the hire period, the client owes the whole of the agreed rental.

ARTICLE 7 - DURATION AND EXTENSION OF HIRE

1. The hire agreement is made for a period of one year unless the parties have agreed otherwise.
2. Any hire agreement which applies for one year is tacitly renewed under the same conditions and for the same period, unless the agreement is terminated by one of the parties either in writing or by e-mail no later than three months before the commencement of the new hire period.
3. The proprietor can change the rent no later than three months before the commencement of the new hire period.
In that case, the client still has the right to cancel the hire agreement within fifteen working days of receiving the information. The latter does not apply if the rent is changed as a result of increased financial burden on the part of the proprietor because of changes in taxes, levies and suchlike that also concern the client.

ARTICLE 8 - RIGHT OF RETENTION AND OF SALE

1. The proprietor is entitled to retain the vessel of a client who is in default until this client has paid in full the amount owing. The costs ensuing from this right of retention are also chargeable.
2. The proprietor's right of retention lapses if there is a dispute as referred to in Article 15, the client has brought this dispute before the court referred to in that article, and the client has further-more sent a confirmation to the proprietor that he has deposited the amount owing with the notary.
3. If the client, after receiving a letter of demand, still neglects to pay the amount due, the proprietor has right of sale and delivery, without legal intervention, provided:
- the proprietor has demanded payment from the client by registered letter and the client still has not paid the amount owing six months after the date of this registered letter, or has disputed the claim in writing, giving reasons, and - after the aforesaid period of six months has passed, the proprietor has served a writ on the client demanding that the client pay the amount owing within 15 working days, and payment has still not been made.
4. The proprietor is subject to the obligation to pay to the client, if possible, any difference between the sales proceeds and the amount the client owes.
5. The client is obliged in all cases to agree to deregistration if the vessel is registered in his name.

ARTICLE 9 - RIGHTS AND OBLIGATIONS OF THE CONSUMER

1. The client must comply with the marina regulations and the instructions concerning the hire agreement drawn up by or on behalf of the proprietor.
2. The instructions given by the proprietor in the interest of order and security must be followed by the client.
3. The client is not permitted to have objects on board that may bring the health or safety of themselves or others at risk. This means, explosives, hazardous substances, contraband, weapons, ammunition and narcotics.
4. In the event of any differences between the text of these Terms and Conditions and that of the marina regulations, these General Terms and Conditions prevail.
5. The client is obliged to keep his vessel in a good state of repair
6. On the marinapremises, any work not concerning daily maintenance may only be carried out by the client with the permission of the proprietor.
7. Subleasing or loan of that which is being hired is not permitted.
8. The client is required to insure his vessel and fittings to cover third-party liability during the period he makes use of the mooring space. The proprietor is entitled to inspect the relevant policy taken out by the hirer.
9. The client is also advised to insure his vessel and fittings to cover hull damage.
10. The client is forbidden to use either the vessel moored in the marina or the mooring place for commercial activity. The latter is understood to include placing signs, announcements, notices etc to that effect in the marina and/or on the vessel, as well as offering the vessel for sale in the marina.



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ARTICLE 10 - RIGHTS AND OBLIGATIONS OF THE PROPRIETOR

1. The proprietor is obliged to monitor affairs at the harbour premises and on the vessels sufficiently well to ensure everything runs smoothly.
2. If there is an imminent risk of damage or if safety is being threatened, the proprietor is entitled to take the necessary measures, the costs of which are payable by the client. In emergency situations, the proprietor is permitted to do this without giving warning.
3. The proprietor is entitled to hire out a berth that becomes available, provided the client's right to hire is not infringed as a result.

ARTICLE 11 – MUTUAL LIABILITY

1. The proprietor grants the client the possibility of placing his vessel and/or related articles at the pro-prietor's premises. The proprietor is not liable to the client for any damage to the vessel or related items.
2. With regard to the mutual duties, liability and risk, the parties conform on both sides - to the extent that these Terms and Conditions do not contain any varying provisions - to the legal provisions of the Civil Code, these provisions having regard to the hire agreement. This applies regardless of the character of the agreement.
3. The vessels are not (will not be) insured by the proprietor. The client is required to provide for adequate insurance himself. If the client does not adequately insure the vessel to cover hull damage, it is at the client's own risk.
4. The client is liable to the proprietor for any damage that is caused by a shortcoming ascribable to the client, to members of his family, to members of his personnel or to anyone he has invited.
5. The proprietor is not liable for death or injury and/or damage to property caused by circumstances which a diligent entrepreneur could not avoid.

ARTICLE 12 - COMPLAINTS

1. Complaints regarding the implementation of the contract should be made known to the proprietor in written form, within 2 weeks, once the client has noticed or should have noticed the defects.
2. Not submitting the complaint in time can lead to the client losing his right regarding the matter.
3. If it becomes clear that the complaint cannot be resolved in joint consultation, a dispute situation has arisen.

ARTICLE 13 - TERMINATION OF CONTRACT

1. If either a party involved fails its obligation under the agreement, the other party is entitled to terminate the agreement immediately.
2. Cancellation or termination of the agreement, stating the grounds on which it is based be made in writing or by email. The contract shall be deemed to have been extrajudicially dissolved after the client has received the message, at least 5 days after dispatch.

ARTICLE 14 - APPLICABLE LAW Surinam law is applicable in all disputes relating to this contract.

ARTICLE 15 - DISPUTE SETTLEMENT RULES

1. Disputes between client and proprietor regarding the preparation or execution of contracts regarding services and items delivered or to be delivered by this proprietor, and to which these Terms and Conditions apply, can be brought by either the client or the proprietor before the competent Court of Paramaribo.
Surinam law is applicable.

ARTICLE 16 – PORT REGULATIONS MARINA WATERLAND

These regulations apply to everyone in the area - consisting of the Marina (jetty and slipway), the corresponding (parking) land and all buildings on the property - to provide optimal safety for humans, animals and environment.
The client is bound to the provisions of these port regulations and the instructions given by or on behalf of the proprietor of the Marina.