



Amsterdam Boats

High-quality luxury boats and hospitality

Conditions of use and disclaimer

Version: August 2018

Amsterdam Boats B.V.

Registered with the Chamber of Commerce under number: 34331505.

Established at the Cruquiusweg 40 in (1019 AT) Amsterdam.



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1. AMSTERDAM BOATS websites

boothurenamsterdam.com, rentaboatamsterdam.com and amsterdam-boats.com are websites of AMSTERDAM BOATS B.V. ('AMSTERDAM BOATS websites'). AMSTERDAM BOATS B.V. is a private company with limited liability, having its registered office in Amsterdam, number with the Chamber of Commerce: 34135743, (hereinafter referred to as: '**AMSTERDAM BOATS**').

2. Acceptance of conditions of use

By making use of one or more AMSTERDAM BOATS websites you are deemed to have taken note of and to agree with the following conditions for use. Read these conditions of use carefully before making use of (one of) the AMSTERDAM BOATS websites. As a user of one or more of the AMSTERDAM BOATS websites you must in all respects adopt an attitude and act as can be expected of a responsible and diligent user of the Internet. If you do not agree with one or more conditions of use then you cannot make use of the AMSTERDAM BOATS websites.

3. Information about the AMSTERDAM BOATS websites

The AMSTERDAM BOATS websites were compiled with care. AMSTERDAM BOATS makes every effort to regularly update and/or supplement the content of the AMSTERDAM BOATS websites. AMSTERDAM BOATS may at any time adjust the AMSTERDAM BOATS websites or parts thereof and/or temporarily and/or permanently take (have taken) the same offline without making any statement about it. AMSTERDAM BOATS shall not be liable for the consequences of any adjustment and/or (temporary) termination.

It may be that, despite the dedicated care, the AMSTERDAM BOATS websites contain information that is incomplete and/or incorrect. AMSTERDAM BOATS does not guarantee that the information and material offered on the AMSTERDAM BOATS websites is up to



date, complete and/or accurate. AMSTERDAM BOATS neither guarantees that the information offered on the AMSTERDAM BOATS websites is free from bugs and/or viruses.

AMSTERDAM BOATS does not provide any guarantee regarding the correctness or completeness of the information available on the AMSTERDAM BOATS websites. The information on the AMSTERDAM BOATS websites is exclusively meant as general information. Rights cannot be derived from the information on the AMSTERDAM BOATS websites.

The information that is made available to you can only be used for personal purposes. Other use, including the commercial exploitation of the said information, is not allowed.

4. Services and conditions

If AMSTERDAM BOATS supplies services to you regarding: (i) the transport of one or more persons within the framework of a sailing trip with one or more boats and/or (ii) the supply of (catering) services and/or consumptions (beverages) on board of one or more boats and/or (iii) the supply of additional and/or other services and/or goods then the terms and conditions as determined in the specific agreement with the relevant customer(s) are applicable and the General Delivery Terms and Conditions are part of the said agreement. If you are, via one of the AMSTERDAM BOATS websites, in contact with a shipping company and you conclude an agreement with the said shipping company then the terms and conditions of this shipping company are applicable.

5. Intellectual property rights

The AMSTERDAM BOATS websites are subject to intellectual property rights that exclusively belong to AMSTERDAM BOATS or that were (exclusively) licensed to AMSTERDAM BOATS. Except for any statutory exceptions, nothing of the AMSTERDAM BOATS websites can be duplicated or disclosed without the prior written consent of AMSTERDAM BOATS.



6. Reviews

The reviews that you can find on the AMSTERDAM BOATS websites are personal experiences and opinions of guests who booked a boat via the AMSTERDAM BOATS websites and who completed a questionnaire after their trip. A review only provides the opinion of the relevant reviewer and is not a review of employees of AMSTERDAM BOATS and/or of guests who did not book a boat via (one of) the AMSTERDAM BOATS websites. AMSTERDAM BOATS posts the reviews without revising them and automatically but reserves the right to remove (and/or edit) reviews to the extent that there is reasonable cause to it. This could, for instance, happen in case of:

- discriminatory or insulting comments;
- improper use of language;
- the use of a language other than Dutch or English;
- improper or objectionable conduct;
- posing as another person;
- the posting of commercial messages;
- acting in violation of the legislation and/or regulations;
- the posting of texts that were copied from other sources (e.g. websites, newspapers, magazines and books);
- the posting of texts that are not related to a sailing trip booked via (one of the) AMSTERDAM BOATS websites;
- the inclusion of privacy-sensitive data without having obtained the required consent.

By sending a review to the AMSTERDAM BOATS websites you give consent to use of your review in the expressions and/or publications of AMSTERDAM BOATS on the AMSTERDAM BOATS websites and/or advertising expressions, e.g. brochures. Reviews are read prior to posting by AMSTERDAM BOATS and AMSTERDAM BOATS always reserves the right not to approve or post them. It is not allowed to fully or partly copy, process or publish reviews of the AMSTERDAM BOATS websites without written consent of AMSTERDAM BOATS.



7. Links

Potential links to websites and sources of third parties (hyperlinks) are exclusively offered in view of user convenience and do not imply that AMSTERDAM BOATS approves or endorses the linked websites and sources. AMSTERDAM BOATS does not guarantee the availability of the said websites. As these sources are updated by third parties, AMSTERDAM BOATS shall not be responsible for the correctness or any other aspect of the information and AMSTERDAM BOATS shall not be liable for the content thereof.

8. Other disclaimers

Any use you make of the information on the AMSTERDAM BOATS websites is at your own risk. AMSTERDAM BOATS shall not be liable for damages that are the result or could be the result of (in)direct use of information on the AMSTERDAM BOATS websites or for the potential impossibility of consulting (a part of) the AMSTERDAM BOATS websites. AMSTERDAM BOATS shall neither be liable for damages deriving from or related to the use, or the impossibility of it, of material that is available on the AMSTERDAM BOATS websites. AMSTERDAM BOATS shall neither be liable for (the content of the) services and/information of third parties that are, in any way whatsoever, offered via the AMSTERDAM BOATS websites. AMSTERDAM BOATS shall not be liable for damages resulting from the use of electronic means for communication with (one or more of) the AMSTERDAM BOATS websites, including – but not limited to – damages resulting from failing delivery of or delay in delivery of electronic messages, interception or manipulation of electronic messages by third parties or by software / equipment used for electronic communication and transfer of viruses. You indemnify AMSTERDAM BOATS against any and all damages resulting from claims of third parties regarding the violation of or the non-compliance with these conditions for use and against claims that are otherwise related to or derive from your use of (one or more of) the AMSTERDAM BOATS websites.



9. Contact

In case of doubt about the correctness of the data or if inaccuracies are observed, AMSTERDAM BOATS requests you to immediately inform AMSTERDAM BOATS accordingly by sending an email. [Click here for our contact form.](#)

10. Applicable law and competent court

Dutch law is applicable to these conditions for use. Where permitted by law, any dispute arising out or in relation to the AMSTERDAM BOATS websites, including these conditions of use shall be subject to the exclusive jurisdiction of the District Court in Amsterdam, The Netherlands.

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