

Terms & Conditions when using our Website and Service

Rental with Captain:

1. RENTAL: The renter (either the boats owned by Boat Rent Italy or any of our collaborators) shall grant the agreed boat in rental to the client for the period of time indicated in the contract. The boat shall be handed over in perfect conditions and supplied with the obligatory safety equipment and documents for navigation.
2. CLIENT'S OBLIGATIONS: The client shall: a) Exhibit a personal identification document when required; b) Pay the rental costs or deposit on the way explained to him/her during the booking process; c) Pay for any damages or missing items incurred to the boat and boat owner's property during the rental; d) Take responsibility for any passengers travelling with the person signing the rental contract and ensure they respect the same obligations.
3. BOAT RENT ITALY'S ROLE: Our website is a network of family owned businesses on different Italian destinations. The owner and director of Boat Rent Italy personally operates in the Lake Maggiore area. Each collaborator to our network (personally chosen by us) operates on our different destinations shown on our website. The Client will pay directly for the service requested to the boat owner and they will be required to sign their specific contract at the time of the rental. Although Boat Rent Italy has ascertained that each client has the highest standard of the industry and are highly honourable in the way of conducting business, we are not under any circumstances responsible for any collaborators wrongdoing and it is the client's responsibility to read the rental contract beforehand. In the case of a dispute with any of our collaborators, Boat Rent Italy can act as a mediator in order to resolve any situation, it is on our most important interest to achieve 100% customer satisfaction therefore we will do our best to help our clients into resolving any situation with our website collaborators. We have a 0% complaint and dispute record and we are committed to keep it that way.
4. CLIENT'S DECLARATION – The client declares that: a) He/she is aware of, and accepts all the conditions of their rental contract and the renter's rules; b) He/she has received adequate instructions from the renter regarding the principal rules, b) He/she accepts sole responsibility for the behaviour of all passengers and animals (if allowed) on board.
5. BAD WEATHER: In case of bad weather the rental time or route initially agreed will need to be adapted or modified for the safety of the passengers. None of the boat owners will be economically or legally liable for bad weather and the impact it may have for the consequences on the rental time or route modification. Equally, the boat owner is not economically or legally liable for any consequences due to any technical problems that may arise to the boat during the boat rental.
1. CANCELLATION POLICY: It is the client's responsibility to check the cancellation policy as this varies between each boat offered on our website. On the majority of the boats offered on our website, after paying the reservation deposit no cancellation is permitted so if the client decides to cancel, the booking deposit will be kept by the boat owner in order to safeguard the existence of the business (due to bookings being loss by the client's reservation). However we can change the date of rental if possible should the client have a major cause for doing so (also in the case of bad weather not permitting to initiate the boat rental period). Each case will be treated at the boat owner's discretion and on an individual basis and each boat owner's commitment is to deal with every case with a fair approach to all parties involved.
6. LAWS AND CONTROVERSY – For any instances not covered by this contract, the Italian law shall apply. Any controversy will be dealt with in the court of the boat owner's preference and location.
7. TREATMENT OF PERSONAL INFORMATION – In accordance with the law UE n. 2016/679 on ensuring privacy, the client expresses his/her consent, and is informed that the boat owners and staff will use his/her personal details in order to complete the contract in a lawful way (see privacy policy).

Rental without Captain (Only available in Lake Maggiore)

2. RENTAL: The renter (either the boats owned by Boat Rent Italy or any of our collaborators) shall grant the agreed boat in rental to the client for the period of time indicated in the contract. The boat shall be handed over in perfect conditions and supplied with the obligatory safety equipment and documents for navigation.
3. CLIENT'S OBLIGATIONS: The client shall: a) Exhibit a personal identification document and original boat license when required; b) Pay the rental costs or deposit on the way explained to him/her during the booking process; c) Pay the deposit in cash upon taking possession of the boat, as a guarantee of his obligations under the contract signed at the time of the rental; d) Pay for any damages or missing items incurred to the boat and boat owner's property during the rental or ascertained after the boat return; e) Take responsibility for any passengers travelling with the person signing the rental contract and ensure they respect the same obligations; e) Take responsibility for any fines incurred during the rental period, irrespective of whether levied against him/her or the renter and/or owner of the boat; f) Respect and obey fully all the terms and conditions shown on the contract signed before the boat rental takes place (usually this is sent before-hand to the client by e-mail or whatsapp for the client to read previous to the rental).
4. BOAT RENT ITALY'S ROLE: Our website is a network of family owned businesses on different Italian destinations. The owner and director of Boat Rent Italy personally operates in the Lake Maggiore area. Each collaborator to our network (personally chosen by us) operates on our different destinations shown on our website. The Client will pay directly for the service requested to the boat owner and they will be required to sign their specific contract at the time of the rental. Although Boat Rent Italy has ascertained that each client has the highest standard of the industry and are highly honourable in the way of conducting business, we are not under any circumstances responsible for any collaborators wrongdoing and it is the client's responsibility to read the rental contract beforehand. In the case of a dispute with any of our collaborators, Boat Rent Italy can act as a mediator in order to resolve any situation. It is on our most important interest to achieve 100% customer satisfaction therefore we will do our best to help our clients into resolving any situation with our website collaborators. We have a 0% complaint and dispute record and we are committed to keep it that way.
5. PROHIBITION: The client shall not: a) Allow anyone else rather than the contract holder to drive the boat; b) Drive the boat under the influence of alcohol; c) Tow persons, objects, water ski or similar d) Smoke on board; e) Grant the use of the boat to third persons, even temporarily; f) Sub-rent the boat or use the boat for profit; f) Any other prohibited behaviour or action expressed on the rental contract which will be signed on taking the boat for rent.
6. CLIENT'S DECLARATION: The client declares that: a) He/she is aware of, and accepts all the conditions of the contract signed and the renter's rules; b) He/she has received adequate instructions from the renter regarding the principal rules, governing navigation, and the use of the boat and the safety equipment. In particular, he/she is fully aware that it is not permitted to navigate within 300m of the coast, and that it is forbidden to moor at buoys and near entrances to harbours; c) He/she accepts sole responsibility for the safety of all passengers, objects and animals (if allowed) on board.
7. RETURN: If the boat is returned late through the fault of the client, he/she shall be liable for the charges explained in the rental contract. The boat must be returned to the same place as agreed between the client and the boat owner.
8. DAMAGES: Damages of any nature must be declared to the renter and must not be repaired without being authorized, unless there is a risk of sinking or if lives of passengers are endangered. In case of damage being discovered by the renter upon return either to the boat, engine, safety equipment or documents, the renter has the right to debit the whole amount of the damage and the client has the responsibility of immediately pay for such damages.
9. CONFISCATION – If the boat is confiscated due to any action on part of the client, the client shall pay any direct and indirect damages that may incur to the renter. For example, loss of earnings, cost of releasing the boat, any repairs.

10. **BAD WEATHER:** In case of bad weather it is up to the boat owner (liaising with the renter) to decide whether or not to suspend the service. The rental time or route initially agreed will need to be adapted or modified for the safety of the passengers and the renter must obey any decisions made by the boat owner. None of the boat owners will be economically or legally liable for bad weather and the impact it may have for the consequences on the rental time or route modification. Equally, the boat owner is not economically or legally liable for any consequences due to any technical problems that may arise to the boat during the boat rental.
11. **CANCELLATION POLICY:** It is the client's responsibility to check the cancellation policy as this varies between each boat offered on our website. On the majority of the boats offered on our website, after paying the reservation deposit no cancellation is permitted so if the client decides to cancel, the booking deposit will be kept by the boat owner in order to safeguard the existence of the business (due to bookings being lost by the client's reservation). However we can change the date of rental if possible should the client have a major cause for doing so (also in the case of bad weather not permitting to initiate the boat rental period). Each case will be treated at the boat owner's discretion and on an individual basis and each boat owner's commitment is to deal with every case with a fair approach to all parties involved.
12. **LAWS AND CONTROVERSY –** For any instances not covered by this contract, the Italian law shall apply. Any controversy will be dealt with in the court of the boat owner's preference and location.
13. **TREATMENT OF PERSONAL INFORMATION –** In accordance with the law UE n. 2016/679 on ensuring privacy, the client expresses his/her consent, and is informed that the boat owners and staff will use his/her personal details in order to complete the contract in a lawful way (see privacy policy). The client also gives his/her consent to the renter to use electronic systems to track the geographical position of the boat (GPS) and the navigation in real or delayed time (see privacy policy).

Boat Rent Italy.com