

General Terms and Conditions

For customers of ghesia.com · Last updated: 20 October 2026

These general terms and conditions apply to every use of ghesia.com and its booking systems (together the “Platform”) and to every booking you make via Ghesia. Please read them carefully before you book a boat, jet ski or water activity. You accept these terms when you complete a booking.

Last updated: 20 October 2026. This is an English translation of the Dutch Algemene Voorwaarden. In case of any difference in interpretation, the Dutch version prevails.

Article 1 – Who we are

- Name: Ghesia (sole proprietorship)
- Registered address: Antoon van der Heijdenstraat 8, 5527 BV Hapert, the Netherlands (no visiting address)
- Chamber of Commerce number: 78597560
- VAT number: NL003350878B53
- E-mail: info@ghesia.com
- Telephone: +31 497 234 777

Article 2 – Definitions

- Ghesia: the business named in article 1, also referred to as “we” or “us”.
- Platform: the website ghesia.com, the booking system and all other online services of Ghesia.
- Rental Partner: the local, independent business that offers a Vessel or a Water Activity via the Platform and acts as a professional provider (trader).
- Customer: the person who makes a Booking via the Platform, and every person who sails along or uses the Vessel.
- Vessel: the boat, jet ski or other vessel, including accessories and any skipper, booked via the Platform.
- Booking: the reservation of a Vessel for a specific date and time, confirmed via the Platform.
- Rental Agreement: the agreement for the rental of the Vessel, concluded directly between the Customer and the Rental Partner.
- Rental Terms: the terms and house rules of the Rental Partner.
- Cancellation Terms: the cancellation and refund rules of the Rental Partner, shown with the Vessel and in your booking confirmation.
- Total Price: the price you pay when booking, including VAT and all mandatory costs.
- Boating Activity: the use of the Vessel and all related activities on or near the water.
- Water Activity: an activity on, in or under water that is booked via the Platform and organised and operated by the Rental Partner, such as snorkelling, diving, banana boat, parasailing, flyboarding, water skiing, wakeboarding, SUP or kayaking, including the equipment and any vessels used.
- Participant: any person taking part in a Water Activity, including the Customer.

Article 3 – Applicability

These terms apply to the use of the Platform and to every Booking. The Rental Terms of the Rental Partner also apply to the Rental Agreement; you can see them before completing your Booking. In case of conflict, the Rental Terms prevail with regard to the performance of the rental on site. Articles 6 and 7 of these terms always apply to the Total Price, payment and cancellation.

Article 4 – The role of Ghesia

4.1 Ghesia is an online booking platform and intermediary. Ghesia is not an owner, lessor, carrier, skipper, instructor or tour operator, and does not itself carry out rentals or boat trips.

4.2 Ghesia acts as an intermediary on behalf of the Rental Partner. Ghesia confirms Bookings on behalf of the Rental Partner and receives payment on behalf of the Rental Partner. The Rental Agreement is concluded directly between you and the Rental Partner. Ghesia is not a party to the Rental Agreement.

4.3 Ghesia receives a commission from the Rental Partner for its intermediary services. This commission is included in the Total Price; you do not pay Ghesia any separate service fee.

4.4 Every offer and your booking confirmation state which Rental Partner is the lessor. Ghesia only mediates in the rental of a Vessel and does not offer a package travel or linked travel arrangement.

Article 5 – Conclusion of the booking

The Rental Agreement is concluded as soon as you have completed and paid for the Booking and Ghesia has confirmed it on behalf of the Rental Partner. You will receive a confirmation by e-mail with the details of the Rental Partner, the Vessel, date, time, location, the Cancellation Terms and the Rental Terms. Please check the confirmation and contact us immediately if anything is incorrect.

Article 6 – Prices, payment and deposit

6.1 The Total Price on the Platform includes all mandatory costs and the VAT and local taxes owed by the Rental Partner on the rental. Ghesia itself charges no VAT on the rental. After payment you receive a payment receipt on behalf of the Rental Partner; you can request an invoice for the rental from the Rental Partner through us. Any costs you may pay on site (such as fuel if not included, extra hours or optional extras) are clearly stated before booking.

6.2 You pay via a recognised payment service provider on the Platform. With that payment you have paid the Rental Partner.

6.3 Many Rental Partners require a deposit. The amount and method of payment are stated with the Vessel before booking. Usually you pay the deposit on site to the Rental Partner. For some Vessels the deposit is collected via the Platform at the time of booking; Ghesia then receives and holds it solely on behalf of the Rental Partner. The Rental Partner decides on any deduction for damage or loss and explains it; the part not withheld is refunded within 14 days after the end of the rental. Ghesia is not liable for the Rental Partner's decision regarding the deposit.

6.4 If a price contains an obvious mistake or typing error, the Rental Partner is not obliged to honour it. You will then receive a full refund of the amount paid, or you can choose to keep the Booking at the correct price.

Article 7 – Cancellation, changes and no-show

7.1 No right of withdrawal. For the rental of a Vessel on a fixed date there is no statutory 14-day right of

withdrawal (article 6:230p Dutch Civil Code, based on the EU Consumer Rights Directive). You can, however, cancel according to the rules below.

7.2 Cancellation Terms of the Rental Partner. Every Booking is subject to the Cancellation Terms of the Rental Partner. You see them with the Vessel before booking and they are included in your booking confirmation. They state until when you can cancel free of charge and which part of the Total Price you get back after that, counted from the start time of your Booking. Ghesia makes the refund on behalf of the Rental Partner. Articles 7.4 and 7.5 always apply; if the Cancellation Terms are more favourable to you, they prevail.

7.3 How to cancel. Cancel via your booking confirmation or by e-mail to info@ghesia.com. The moment we receive your message counts.

7.4 Weather and safety. If, according to the Rental Partner, sailing is unsafe or not permitted (for example due to strong wind, high waves or a sailing ban), you choose: a free rebooking to another date or time, or a full refund. If a trip has to be ended early for that reason, you receive the part of the Total Price corresponding to the unused time.

7.5 Cancellation by the Rental Partner. If the Rental Partner cancels your Booking for any other reason, you receive the full Total Price back. Ghesia will help you find a comparable alternative where possible.

7.6 Late arrival or no-show. If you are more than 30 minutes late without notice, this counts as a cancellation on the day of departure: you receive what the Cancellation Terms provide for that moment (usually nothing). If you are less late, the Rental Partner may shorten your rental time. Please contact us as soon as possible in case of delay.

7.7 Refusal on site. If the Rental Partner refuses the handover because you do not meet the requirements of article 9 (such as a boating licence or minimum age) or because you are under the influence, this counts as a cancellation on the day of departure (see article 7.6).

7.8 Changes. Changing the date, time or number of persons is possible if the Rental Partner has availability. Please contact us for this. A change to a later date within the cancellation period is not considered a cancellation if the Rental Partner agrees to it.

7.9 Refunds. Refunds are made within 14 days, via the same payment method.

Article 8 – Your obligations and risks

As a Customer, you are responsible for:

- correct and complete information when booking, including the number and age of the participants;
- a valid identity document and, where required, a valid boating licence;
- following the instructions, house rules and safety briefing of the Rental Partner;
- complying with local navigation rules, sailing bans and restricted zones;
- sailing sober: never operating a Vessel under the influence of alcohol, drugs or medication that affects your ability to operate it;
- wearing life jackets and other required safety equipment, and supervising minors and other participants sailing with you;
- immediately reporting damage, defects, injuries or incidents to the Rental Partner;
- damage caused by you or your fellow passengers, in accordance with the Rental Agreement and the law.

Boating and water sports involve risks, such as injury, collisions and damage caused by weather conditions. Assess your own skills and those of your group honestly and refrain from sailing if the conditions give reason to do so.

Article 9 – Boating licence, age and health

The requirements for boating licences, minimum age and experience differ per country and type of Vessel. The requirements for your Booking are stated with the Vessel. Before departure, check whether you and your fellow passengers meet the requirements and are physically able to sail safely.

Article 9a – Water Activities

9a.1 Through the Platform you can also book Water Activities, such as snorkelling, (introductory) diving, banana boat, parasailing, flyboarding, water skiing, wakeboarding, SUP and kayaking. A Water Activity is organised, guided and operated by the Rental Partner. Where these terms refer to the “rental”, “Rental Agreement” or “Rental Terms”, this also means, for a Water Activity: participation in the Water Activity, the agreement on it with the Rental Partner and the Rental Partner’s participation terms.

9a.2 The participation requirements, such as minimum age, swimming ability and health requirements, are stated with each Water Activity. You ensure that you and the other Participants meet them, and before the start you honestly inform the Rental Partner if a Participant has a medical condition, pregnancy, disability or other circumstance that may affect safety. For diving, the Rental Partner may ask for a medical questionnaire or a doctor’s statement.

9a.3 You always follow the safety briefing and the instructions of the instructor or guide, use the equipment provided as intended and do not take part under the influence of alcohol, drugs or medication that affects safety. The Rental Partner may refuse a Participant or end their participation if they do not meet the participation requirements, appear to be under the influence or do not follow instructions; this counts as a cancellation by you under the Cancellation Conditions.

9a.4 Water Activities carry their own risks, such as injury caused by waves, currents, equipment or other participants, hypothermia and, for diving, pressure-related conditions. The Rental Partner may ask you to sign its own participation form or waiver; this never limits the rights you have under mandatory law. If a Water Activity cannot take place due to weather or safety, you receive another date or a refund in accordance with article 7.

9a.5 Ghesia does not organise, guide or operate Water Activities and is not present during them. Ghesia does not offer Water Activities as part of a package travel arrangement; you book each Water Activity as a separate service directly with the Rental Partner.

Article 10 – Responsibility of the Rental Partner

The Rental Partner is responsible for the condition, maintenance, safety and insurance of the Vessel, for the safety briefing, for qualified skippers and for the proper performance of the Rental Agreement, in accordance with local laws and regulations. Before admission to the Platform, Ghesia checks the licences and insurance certificates provided by the Rental Partner and requests them again annually. Ghesia does not inspect Vessels itself and is not present during the rental. For Water Activities, the Rental Partner is also responsible for qualified and authorised instructors and guides, sound and inspected equipment, a safety briefing, appropriate supervision and an emergency and first aid plan. Partners offering Water Activities sign a separate partner agreement with stricter safety and insurance requirements.

Article 11 – Liability

11.1 Ghesia is not a lessor or organiser and does not carry out, guide or provide equipment for the rental, the Boating Activity or Water Activities. Ghesia is therefore not liable for damage arising during or from the rental,

the use of the Vessel, the Boating Activity or a Water Activity (including the instruction, guidance and equipment used), including injury, death, damage to or loss of property, technical defects and damage caused by weather conditions. For such damage you can contact the Rental Partner and its insurer; you are liable yourself for damage you cause.

11.2 Ghesia is responsible for its own services: carefully processing your Booking and payment, and correctly displaying the information provided by the Rental Partner. The Rental Partner is responsible for the accuracy of that information itself. This also applies to the Cancellation Terms: the Rental Partner sets them and is responsible for their content.

11.3 If Ghesia is liable, it is only liable for direct damage and up to a maximum of the Total Price of the Booking concerned. Ghesia is not liable for indirect damage, such as loss of holiday enjoyment, lost profits or consequential damage.

11.4 The limitations in this article do not apply in case of intent or deliberate recklessness on the part of Ghesia, not to damage resulting from death or personal injury caused by an attributable failure of Ghesia itself, and not insofar as mandatory law prohibits them.

Article 12 – Information on the Platform

Descriptions, photos, prices, availability and Cancellation Terms are provided by the Rental Partners, sometimes directly from their own booking system. We do our best to keep the Platform accurate, up to date and accessible, but cannot guarantee that it always works without errors or interruptions. Links to third-party websites are for your convenience only; we are not responsible for their content.

Article 13 – Ranking of offers and reviews

13.1 The order in which boats and jet skis appear is mainly determined by: your search (destination, date, number of persons), the price compared to similar offers, reviews by previous customers, the reliability of the Rental Partner (such as cancellations and response time) and the completeness of the information. Rental Partners cannot buy a higher position. If we ever offer paid promotion, we will clearly indicate this with the offer.

13.2 After your Booking you can post a review. We only publish reviews from customers who booked the boat or jet ski concerned via Ghesia. We only remove reviews that are offensive, unlawful or demonstrably incorrect, and do not alter their content.

Article 14 – Insurance

Ghesia is not an insurer and currently does not offer insurance. The Rental Partner is required to insure the Vessels; please ask the Rental Partner for information about cover, excess and deposit. We recommend that you check whether your travel, accident and liability insurance provides sufficient cover for water sports. For higher-risk Water Activities, such as diving, parasailing and flyboarding, we recommend checking that your travel or accident insurance expressly covers the activity. Should Ghesia later offer optional insurance from an insurer, you will take it out directly with that insurer, under its terms.

Article 15 – Indemnification

If third parties (such as fellow passengers, the Rental Partner or authorities) hold Ghesia liable for damage caused by you or your fellow passengers by breaching these terms, the Rental Terms or the law, you will compensate Ghesia for that damage, insofar as it is attributable to you.

Article 16 – Force majeure

Ghesia does not have to fulfil an obligation if this is impossible due to force majeure, such as a failure of internet or payment service providers, power outages, natural disasters, government measures, epidemics, war or terrorism. If your Booking cannot go ahead as a result, you will receive a rebooking or a full refund, as set out in article 7.4.

Article 17 – Gift vouchers

17.1 You buy a Ghesia gift voucher from Ghesia itself. You can spend the voucher on a Booking of any Vessel on the Platform.

17.2 A gift voucher is valid for 1 year from the date of purchase; the expiry date is stated on the voucher. Any unused balance remains available until that date. The voucher cannot be exchanged for cash.

17.3 When you buy a gift voucher online, you have a 14-day right of withdrawal from the purchase, as long as the voucher has not been used. You can withdraw easily via the button on our page Herroepen or with the model form on that page. You will receive an acknowledgement of receipt by e-mail and a full refund within 14 days via the same payment method.

17.4 The same rules apply to a Booking paid with a gift voucher as to any other Booking. In case of a refund under article 7, the part paid with the voucher is credited back to the voucher.

Article 18 – Permitted use of the Platform

18.1 You may not use the Platform for false Bookings, fraud, automated copying of data (scraping) or disrupting the operation of the Platform. In case of (a reasonable suspicion of) misuse, we may refuse or cancel a Booking, and you will receive a refund insofar as you are entitled to one under article 7.

18.2 Notices and point of contact. If you see content on the Platform that you believe is unlawful or misleading, such as an offer, photo or review, please report it to info@ghesia.com with a clear description, the link to the content and the reason for your notice. We handle notices carefully and will let you know what we do with them. This e-mail address is also our single point of contact for authorities and users within the meaning of the Digital Services Act (communication in Dutch or English).

Article 19 – Intellectual property

All rights to the Platform, including the name Ghesia, the logo, the design and the texts, belong to Ghesia or its licensors. You may not use or copy them without our written permission.

Article 20 – Complaints and disputes

20.1 Do you have a complaint about your Booking, the Platform or a Rental Partner? Please report it as soon as possible, preferably within two months, via info@ghesia.com. You will receive a substantive response within 14 days. We forward complaints about the performance of the rental to the Rental Partner and help you find a solution.

20.2 Ghesia is not affiliated with a disputes committee. If we cannot reach a solution together, you can submit the dispute to the competent court (see article 24).

Article 21 – Privacy

How we handle your personal data is explained in our privacy policy and cookie policy (in Dutch).

Article 22 – Changes to these terms

We may change these terms. Your Booking is governed by the terms that applied at the time you booked. The current version is always available on this page.

Article 23 – Transfer

Ghesia may transfer its rights and obligations to a successor, for example in the event of a takeover or conversion to another legal form. If this worsens your position, you may cancel a current Booking free of charge.

Article 24 – Applicable law and competent court

These terms and your Booking via the Platform are governed by Dutch law. If you are a consumer living in another country, you retain the protection offered by the mandatory rules of your country. Disputes are submitted to the competent court in the Netherlands. As a consumer, you can also go to the court of your own place of residence. The Rental Agreement itself may be governed by the law of the Rental Partner's country, as stated in the Rental Terms.

Article 25 – Final provisions

If any provision of these terms is invalid, the other provisions remain in force. If we do not immediately enforce a provision, we do not waive our right to do so.

Article 26 – Contact

Questions about these terms? E-mail info@ghesia.com or use our contact page. Are you a rental company? Please read our partner terms.