



Partner Agreement

Application and agreement for boat & jet ski rental partners

Thank you for your interest in joining the Ghesia Partner Network. Ghesia is an online booking platform: we connect your fleet and calendar to our website so travellers can book your boats and jet skis online. This document is your **application and your agreement** in one: you complete part A (pages 1 to 6), part B contains the terms, and you sign on the last page. Fields marked * are required.

How it works: 1. Complete this PDF form digitally (e.g. in Adobe Acrobat Reader or Preview on Mac) and read part B. 2. Tick the declarations and sign on the last page. 3. Email the PDF with the documents listed on page 6 to partners@ghesia.com. 4. We review your application, fill in the commission per vessel and countersign. Only then does the agreement take effect and do we put your offer online.

Connected via Bókun? Then you can skip the fleet pages (3 and 4): we take your products, prices, availability and cancellation policy directly from Bókun.

Company details

Legal company name *		Trading name (shown to customers)	
Legal form *	Company registration no. *	VAT number (if VAT-registered)	
Tax identification number (TIN) and issuing country *		Authorised signatory (name) *	
Registered company address *		Country *	
Website	Instagram / Facebook	Years in operation	
Sole traders / natural persons only: date of birth (DAC7)		Sole traders only: place and country of birth	

Contacts

We use separate addresses so bookings, questions and invoices always reach the right person.

Primary contact — full name *	Position / role
Primary contact — email *	Mobile / WhatsApp (incl. country code) *
Booking notifications email * (new bookings are sent here)	Email for invoices and payout statements *
Phone for guests on the day of rental *	Languages spoken by your staff



Location & Operations

Where and when guests collect the boat or jet ski

Rental location

Beach / marina / harbour name *	Town / resort *	Country *
Exact pick-up address *		
Google Maps link or GPS coordinates *		
Meeting-point instructions for guests (where to park, where to report, what to bring)		
Additional locations (if any) — name and address		

Season & opening hours

Season — from (date) *	Season — to (date) *	Days open
Daily opening hours *	Earliest departure	Last return
Guests must arrive ... minutes before departure	Minimum booking notice (hours)	
Same-day bookings accepted?		
☐ Yes ☐ No		

Bad weather: you decide on the day whether it is safe to go out. If a trip cannot go ahead for that reason, the guest chooses: a free rebooking or a full refund (see article 8.4). You and Ghesia receive nothing for the refunded part.

Prices & cancellation policy

Enter **your own price** per boat or jet ski (the Partner Price): in EUR, **including local VAT, taxes and mandatory costs**. Ghesia adds its commission (mark-up) on top; the guest sees one total price without extra fees. **Your own cancellation policy applies** to bookings via Ghesia. If you use a booking system such as Bókun, we take the policy set there. Otherwise, describe it below. You are responsible for its content; we show it to guests before they book.

Your cancellation policy (only if it is not set in a booking system) — e.g. free cancellation up to 48 hours before departure, after that no refund



Fleet (1/2)

One block per boat or jet ski model

Connected via Bókun or a similar booking system? You can skip pages 3 and 4: we take your products, prices, availability and cancellation policy from that system.

Vessel 1

Type *

☐ Boat ☐ RIB ☐ Jet ski ☐ Catamaran / sailboat ☐ Other

Brand & model *

Year built	Length (m)	Engine (hp)	Registration no.
Max. passengers *	Identical units	Min. driver age	Security deposit (€)
Licence required *		Skipper	
☐ None ☐ Boat licence ☐ Jet ski licence		☐ No ☐ Optional ☐ Included	
Price 1 hour (€) *	2 hours (€)	Half day / 4 h (€)	Full day / 8 h (€)
Fuel		Cancellation policy *	
☐ Included ☐ Charged extra		☐ As set in my booking system ☐ As stated on page 2	
Deposit is paid			
☐ On site to me ☐ When booking via Ghesia ☐ No deposit			
Included / optional extras with price (life jackets, cooler, snorkel gear, towable ...)			

Vessel 2

Leave blank if not applicable.

Type

☐ Boat ☐ RIB ☐ Jet ski ☐ Catamaran / sailboat ☐ Other

Brand & model

Year built	Length (m)	Engine (hp)	Registration no.
Max. passengers	Identical units	Min. driver age	Security deposit (€)
Licence required		Skipper	
☐ None ☐ Boat licence ☐ Jet ski licence		☐ No ☐ Optional ☐ Included	
Price 1 hour (€)	2 hours (€)	Half day / 4 h (€)	Full day / 8 h (€)
Fuel		Cancellation policy	
☐ Included ☐ Charged extra		☐ As set in my booking system ☐ As stated on page 2	
Deposit is paid			
☐ On site to me ☐ When booking via Ghesia ☐ No deposit			
Included / optional extras with price (life jackets, cooler, snorkel gear, towable ...)			



Fleet (2/2)

More than four models? Attach your fleet list as a spreadsheet

Vessel 3

Leave blank if not applicable.

Type

☐ Boat ☐ RIB ☐ Jet ski ☐ Catamaran / sailboat ☐ Other

Brand & model

Year built	Length (m)	Engine (hp)	Registration no.
Max. passengers	Identical units	Min. driver age	Security deposit (€)
Licence required		Skipper	
☐ None ☐ Boat licence ☐ Jet ski licence		☐ No ☐ Optional ☐ Included	
Price 1 hour (€)	2 hours (€)	Half day / 4 h (€)	Full day / 8 h (€)
Fuel		Cancellation policy	
☐ Included ☐ Charged extra		☐ As set in my booking system ☐ As stated on page 2	
Deposit is paid			
☐ On site to me ☐ When booking via Ghesia ☐ No deposit			
Included / optional extras with price (life jackets, cooler, snorkel gear, towable ...)			

Vessel 4

Leave blank if not applicable.

Type

☐ Boat ☐ RIB ☐ Jet ski ☐ Catamaran / sailboat ☐ Other

Brand & model

Year built	Length (m)	Engine (hp)	Registration no.
Max. passengers	Identical units	Min. driver age	Security deposit (€)
Licence required		Skipper	
☐ None ☐ Boat licence ☐ Jet ski licence		☐ No ☐ Optional ☐ Included	
Price 1 hour (€)	2 hours (€)	Half day / 4 h (€)	Full day / 8 h (€)
Fuel		Cancellation policy	
☐ Included ☐ Charged extra		☐ As set in my booking system ☐ As stated on page 2	
Deposit is paid			
☐ On site to me ☐ When booking via Ghesia ☐ No deposit			
Included / optional extras with price (life jackets, cooler, snorkel gear, towable ...)			



Booking & Payouts

How we connect to your calendar and how you get paid

Booking & calendar connection

Bookings made on Ghesia appear automatically in your own calendar and inbox. Tell us what you use today.

Current booking / calendar software *

☐ Google Calendar ☐ Outlook ☐ FareHarbor ☐ Bókun ☐ Rezdy ☐ Own system ☐ Paper / none

Name of software / other system

Who manages availability (name)

API or iCal export available?

☐ Yes ☐ No ☐ Not sure

Technical / IT contact — name

Can you block availability in real time?

☐ Yes ☐ No

Technical contact — email

Payout

Guests pay online via our payment provider Mollie. Ghesia receives the money on your behalf and pays out your Partner Price.

- ☐ **Mollie Connect** — only for companies in the EEA, the UK or Switzerland. After approval you receive an invitation to connect a (free) Mollie account; your share is paid out automatically after the rental date.
- ☐ **Bank transfer** — for all other countries (e.g. Curaçao, the Caribbean, the Middle East). Ghesia transfers your Partner Price no later than **7 days after the rental date**, with a statement per booking.

Do you already have a Mollie account?

☐ Yes ☐ No

Account holder name *

Is your company VAT-registered?

☐ Yes ☐ No

IBAN / account number *

BIC / SWIFT *

Bank name and address

Account currency

Email for the Mollie invitation (Mollie Connect only)

Email for the monthly commission invoice *

VAT in short: the customer price is your revenue; you account for local VAT and taxes in the country of rental. Ghesia does not invoice the guest in its own name but issues a payment receipt on your behalf. You receive a monthly commission invoice: Dutch partner 21% VAT, EU partner VAT reverse-charged, partner outside the EU no Dutch VAT. See article 7.



Safety & Insurance

How we confirm standards

Insurance & permits

Ghesia acts only as a booking platform and is not the owner or operator of listed vessels. Minimum cover: see article 11.

Valid liability insurance for rentals? *

☐ Yes ☐ No

Life jackets for every guest, incl. child sizes? *

☐ Yes ☐ No

Insurer (vessels) *

Policy number *

Cover per event (€) *

Valid until *

General business liability — insurer and policy no. *

Cover (€) *

Valid until *

Passenger / accident insurance?

☐ Yes ☐ No ☐ Not required

Safety briefing given before every rental? *

☐ Yes ☐ No

Local operating permit / licence no.

Issuing authority

Do you use your own rental contract / T&Cs? *

☐ Yes ☐ No

Documents to attach

☐ Company registration extract

☐ Business liability insurance certificate

☐ Vessel registration papers

☐ Photos: min. 5 per vessel or product (high-res)

☐ Company logo (optional)

☐ Fleet list (if more than 4 models)

☐ Vessel liability insurance certificate

☐ Operating permit(s)

☐ Your rental terms & conditions

☐ Bank statement or account confirmation

☐ Cancellation policy (if not in a booking system)



Part B — The terms

Partner agreement between Ghesia and the Partner

These terms apply between Ghesia (sole proprietorship, Antoon van der Heijdenstraat 8, 5527 BV Hapert, the Netherlands, Chamber of Commerce 78597560, VAT NL003350878B53) and the Partner in part A. Also available online at ghesia.com/partner-agreement. The Partner Terms (ghesia.com/partner-terms) apply to this agreement.

Article 1 – Definitions and order of precedence

1.1 Capitalised terms have the meaning given in the Partner Terms. In addition: **Partner Price** is the price the Partner sets per vessel or product and per duration, in part A or in its booking system, including local VAT, taxes and mandatory costs; **Mark-up** is Ghesia's commission, as a percentage of the Partner Price; **Customer Price** is the Partner Price plus the Mark-up, rounded up to whole euros; **Rental Date** is the (last) day of the rental; **Cancellation Policy** is the Partner's own cancellation and refund policy as referred to in article 8.1.

1.2 In case of conflict, this order applies: (1) this agreement (part A, part B and the commission on the last page), (2) the Partner Terms, (3) Ghesia's General Terms and Conditions for customers. The Partner's own general terms do not apply between the Partner and Ghesia; they do apply as rental terms towards the customer, insofar as they do not conflict with what Ghesia promises the customer regarding price and payment.

Article 2 – Role of Ghesia and authority

2.1 Ghesia is an online booking platform and acts as intermediary (commercial agent) in the name and on behalf of the Partner. Ghesia is not a lessor, owner, operator, carrier or tour operator.

2.2 The Partner authorises Ghesia to, on its behalf: (a) offer its vessels and products on the platform and through marketing channels; (b) confirm bookings within the availability provided by the Partner; (c) receive payments from customers; and (d) handle cancellations and refunds in line with the Partner's Cancellation Policy and this agreement.

2.3 The rental agreement is concluded directly between the customer and the Partner. Ghesia states the Partner as the lessor with every offer and in every booking confirmation.

2.4 There is no exclusivity and no price parity: the Partner may also rent out via its own channels and other platforms, at prices it sets itself.

Article 3 – Offer

3.1 The Partner offers the vessels and products it has listed in part A (Fleet) or in its booking system, with type, capacity, licence and skipper requirements, prices, Cancellation Policy, deposit, and included and excluded costs.

3.2 The Partner provides photos of the actual vessel and correct, complete information, and keeps it up to date. Ghesia may translate and format texts without changing their content.

3.3 The Partner reports new vessels and changes via partners@ghesia.com or in its booking system. They apply once Ghesia has processed them; confirmed bookings remain unchanged.

3.4 If the Partner is connected via Bókun or a similar booking system, Ghesia takes product information, photos, prices, availability and the Cancellation Policy from that system. This information counts as provided by the Partner under this agreement, and the price set there is the Partner Price. A commission percentage agreed in that system does not change the Mark-up under article 5.

Article 4 – Calendar and availability

4.1 Ghesia connects the platform to the Partner's calendar or reservation system (part A, Booking). If a connection is not (yet) possible, the Parties agree how the Partner provides its availability.

4.2 The Partner keeps its availability up to date. A booking confirmed on the basis of that availability is binding. A double booking caused by an error on the Partner's side counts as a cancellation by the Partner (article 8.5).

4.3 Every booking automatically appears in the Partner's calendar and inbox, with the customer details needed for the rental, the partner amount and the commission.

Article 5 – Price and commission

5.1 The Partner sets its own Partner Price, including local VAT, taxes and all mandatory costs (such as harbour fees or a mandatory tourist tax).

5.2 Ghesia charges the customer the Customer Price. The Mark-up per vessel is stated on the last page (Commission per vessel). If nothing is stated for a vessel or product, the standard mark-up applies. The rounding difference forms part of the Mark-up.

5.3 Example: Partner Price € 100 with a 20% Mark-up gives a Customer Price of € 120. The Partner receives € 100 and Ghesia's commission is € 20.

5.4 The Mark-up is always included in the displayed price; the customer pays no separate service fees. The Partner does not charge any costs on site that were not stated on the platform in advance.

5.5 A price change by the Partner only applies to new bookings. Ghesia announces a change of the Mark-up at least 30 days in advance by email; the Partner may then terminate free of charge.

Article 6 – Payment and payout

6.1 The customer pays the full Customer Price online when booking, via a recognised payment service provider (Mollie). Ghesia receives this payment solely on behalf of the Partner; by paying Ghesia, the customer has paid the Partner. Ghesia keeps these funds separate from its own funds.

6.2 Payout follows the method in part A (Payout): via **Mollie Connect** (only Partners in the EEA, the United Kingdom or Switzerland; the partner share is forwarded automatically after the Rental Date and Mollie's terms apply), or by **bank transfer** no later than 7 days after the Rental Date, with a statement per booking.

6.3 The Partner receives the Partner Price; the Mark-up has already been deducted. Refunds to the customer under article 8 and set-offs under article 6.6 are deducted from it.



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6.4 Ghesia pays out in euros. For payouts in another currency, the exchange rate of the payment service on the day of payout applies. Mollie's transaction fees are borne by Ghesia. Bank and currency exchange charges for payouts to an account outside the SEPA zone are borne by the Partner.

6.5 Ghesia may suspend a payout while the details in part A are missing, in case of a reasonable suspicion of fraud, or – only for the amount the customer may get back – while a complaint about the performance of that booking is pending. Ghesia pays out no later than 7 days after the reason has ceased to exist.

6.6 Ghesia may set off against payouts: the Mark-up owed by the Partner in case of cancellation by the Partner, chargebacks resulting from a failure on the Partner's side, and refunds to customers for which the Partner is responsible. Ghesia specifies every set-off.

6.7 The Partner reports any objection to a statement within 30 days. After that, the statement is deemed correct, except in case of an obvious error.

Article 7 – VAT, invoices and taxes

7.1 The Customer Price is the Partner's revenue. The Partner is itself responsible for VAT, sales tax and any other taxes on the full Customer Price in the country where the vessel is made available, and for filing and paying them.

7.2 Ghesia does not invoice the rental in its own name and charges no VAT on it. The customer receives a payment receipt on behalf of the Partner. If a customer asks for an invoice, the Partner provides it within 14 days, directly or via Ghesia.

7.3 Ghesia sends the Partner a monthly commission invoice with a statement per booking. The commission has already been deducted; nothing is payable. VAT on the commission: Partner in the Netherlands 21% VAT (included in the commission); Partner in another EU member state VAT reverse-charged (the Partner provides a valid VAT number); Partner outside the EU no Dutch VAT. Any local tax on the commission in the Partner's country is borne by the Partner.

7.4 As a platform, Ghesia must report data on providers and their income to the Dutch Tax Administration (DAC7) where the law requires this. The Partner provides the details in part A and is itself responsible for its tax returns.

Article 8 – Cancellation and refunds

8.1 Each booking is subject to the Partner's own Cancellation Policy: the policy set for the vessel or product in the Partner's booking system (such as Bókun) or, without such a connection, the policy stated by the Partner in part A. A vessel or product without a Cancellation Policy is not offered.

8.2 The Partner is solely responsible for the content of its Cancellation Policy and for its compliance with applicable law, including consumer law. Ghesia shows the Cancellation Policy to the customer as provided by the Partner, before booking and in the booking confirmation. A change applies only to new bookings, once Ghesia has processed it.

8.3 If the customer cancels, Ghesia refunds the customer on behalf of the Partner in accordance with the Cancellation Policy. The non-refunded part is split in the same ratio as Partner Price and Mark-up.

8.4 Weather and safety: the Partner's judgement is decisive. The customer then chooses a free rebooking or a full refund; Partner and Ghesia receive nothing for the refunded part. If a trip is cut short for that reason, the customer gets back the part relating to the unused time.

8.5 If the Partner cancels for any other reason (such as a defect or double booking), the customer receives a full refund, the Partner owes Ghesia the full Mark-up and cooperates in providing a comparable replacement. Repeated cancellations may lead to suspension.

8.6 A no-show, arriving more than 30 minutes late without notice, or a refusal on site because the customer does not meet the requirements, counts as a cancellation on the day of the rental, unless the Cancellation Policy provides otherwise. The Partner reports this to Ghesia within 24 hours.

8.7 Ghesia processes refunds on behalf of the Partner within 14 days. If the partner share has already been paid out, Ghesia sets it off against the next payout or the Partner repays it within 14 days.

Article 9 – Deposit

9.1 Part A states per vessel whether the customer pays the deposit on site to the Partner, or via Ghesia when booking.

9.2 If the deposit is collected via Ghesia, Ghesia holds it solely on behalf of the Partner. The Partner decides on any deduction within 48 hours after the rental and substantiates it with a description and photos. Ghesia carries out that decision: the part not withheld is returned to the customer within 14 days, the part withheld goes to the Partner with the next payout. A dispute about the deposit is a matter between customer and Partner; Ghesia is not liable for the Partner's decision.

Article 10 – Performance, safety and licences

The Partner (a) holds all locally required licences and registrations and provides a copy before the start and annually thereafter; (b) hands over safe, seaworthy and maintained vessels with the mandatory safety equipment, including life jackets in suitable sizes; (c) gives every customer a safety briefing, checks the boating licence and minimum age, and refuses the handover if the customer does not qualify or appears to be under the influence; (d) only deploys qualified, locally certified skippers; (e) assesses for itself whether it is safe to sail and does not allow departure if it is not; (f) reports serious incidents within 24 hours and responds to messages within 24 hours during the boating season; and (g) complies with all local laws and regulations, including boating, safety, employment and tax rules.

Article 11 – Insurance

11.1 Throughout this agreement the Partner holds at least: (a) liability insurance for the operation of the vessels, with at least the locally mandatory amount and at least € 1,000,000 per event; (b) general business liability insurance of at least € 1,000,000 per event; and (c) passenger or accident insurance where locally mandatory or customary. The policies are listed in part A (Safety).

11.2 The Partner provides proof of insurance before the first booking and annually thereafter, and reports any change or termination of cover immediately. No valid cover means no rentals via Ghesia.



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Article 12 – Liability and indemnity

12.1 As the lessor, the Partner is fully liable for all damage related to the rental and use of its vessels, including injury, death, damage to property, environmental damage and fines.

12.2 The Partner indemnifies Ghesia against all claims by customers, passengers, authorities and other third parties related thereto, including reasonable legal costs.

12.3 Towards the Partner, Ghesia is only liable for direct damage caused by an attributable failure, up to a maximum of the commission Ghesia received from the Partner in the preceding 12 months. This limitation does not apply in case of intent or deliberate recklessness.

12.4 Ghesia is not liable for the content or application of the Partner's Cancellation Policy, nor for errors in information provided by the Partner or originating from the Partner's booking system. The Partner indemnifies Ghesia against all claims by customers relating to cancellations and refunds under its Cancellation Policy.

Article 13 – Data and privacy

Ghesia and the Partner are each an independent controller under the GDPR. The Partner only uses customer data to perform the booking and not for its own marketing without the customer's consent, and reports a data breach to Ghesia within 48 hours. Ghesia only uses the Partner's data (including bank and tax details) for this agreement, payouts and legal obligations. For Partners outside the EEA, the EU standard contractual clauses apply. See ghesia.com/privacy-policy.

Article 14 – Customers, reviews and ranking

The Partner does not actively approach customers brought in via Ghesia to book or change a booking outside the platform; if a customer later books directly on its own initiative, this is permitted. The Partner Terms apply to reviews and the ranking of offers: a higher position cannot be bought.

Article 15 – Term and termination

15.1 This agreement takes effect on the start date on the last page, once both Parties have signed, and is concluded for an indefinite period. Either Party may terminate with a notice period of 30 days; Ghesia states its reasons when terminating.

15.2 Ghesia may take the offer offline immediately in case of a serious safety incident, missing licences or insurance, fraud or deception, repeated cancellations or structurally poor reviews. Ghesia informs the Partner of the reasons at the latest at that moment; the Partner may respond.

15.3 The Partner also performs confirmed bookings after termination, unless Ghesia decides otherwise. Ghesia makes the final settlement no later than 30 days after the last Rental Date.

Article 16 – Changes

This agreement can only be changed in writing by both Parties; email is sufficient. The Partner updates details from part A (such as prices, vessels, Cancellation Policy or bank account) via partners@ghesia.com or in its booking system. Ghesia announces changes to the Partner Terms at least 15 days in advance and a change of the Mark-up at least 30 days in advance; the Partner may then terminate free of charge.

Article 17 – Applicable law and disputes

This agreement is governed by Dutch law. Disputes with Partners in the EU or EEA are submitted to the District Court of Oost-Brabant (Netherlands). Disputes with Partners outside the EU or EEA are settled by arbitration under the rules of the Netherlands Arbitration Institute, by one arbitrator, in Eindhoven and in English. The Parties first try to resolve any issue together via partners@ghesia.com.

Article 18 – Final provisions

Part A, part B and the commission on the last page, together with the Partner Terms, constitute the entire agreement. The Parties may sign the Dutch or the English version; the signed version prevails. An electronic signature or a signed scan sent by email is valid. If a provision is invalid, the other provisions remain in force and the Parties replace it with a valid provision that comes as close as possible to its purpose.



Commission & Sign-off

Final confirmation of the partnership

Commission per vessel

Completed by Ghesia after reviewing your application, and thereby part of this agreement (article 5). Mark-up as a percentage of your Partner Price.

Standard mark-up (%)	Vessel 1 (%)	Vessel 2 (%)	Vessel 3 (%)	Vessel 4 (%)
Start date	Notes / deviating arrangements			

Declaration

- ☐ The information in this form is complete and accurate, and I am authorised to sign on behalf of the company.
- ☐ The rental agreement is between the customer and my company, under my own terms. My company is the owner/operator and is solely responsible for the vessels, safety, insurance, staff and any damage or accidents.
- ☐ My own cancellation policy applies to bookings via Ghesia (as set in my booking system or stated on page 2), and I am responsible for its content.
- ☐ A safety briefing is given before every rental or trip.
- ☐ I will keep my availability, prices and cancellation policy up to date and honour every booking confirmed through Ghesia.
- ☐ I have read part B (articles 1 to 18) and the Ghesia Partner Terms and agree to them, including the arrangements on commission, payout, VAT, cancellation and liability.
- ☐ I agree to Ghesia processing the data in this form for the partnership, payouts and legal obligations (GDPR, DAC7).

Signed on behalf of the Partner

Full name *	Position *
Place & date *	Signature *

Signed on behalf of Ghesia (after approval)

Name	Position
Place & date	Signature

Please email the completed and signed form to partners@ghesia.com

Include the documents listed on page 6 as attachments. We will contact you once your application has been reviewed.