

Partner Terms

For partners offering boats, jet skis or water activities via ghesia.com · Last updated: 20 October 2026

These partner terms apply to all rental companies ("Partners") that offer boats, jet skis or water activities via ghesia.com. Together with the signed partner agreement and, for water activities, the signed Water Activities Partner Agreement, they form the arrangements between Ghesia and the Partner. In case of any conflict, the signed agreement prevails.

Version 20 October 2026. English translation of the Dutch Partnervoorwaarden; in case of any difference in interpretation, the Dutch version prevails.

1. About Ghesia

Ghesia (sole proprietorship), Antoon van der Heijdenstraat 8, 5527 BV Hapert, the Netherlands (no visiting address), Chamber of Commerce no. 78597560, VAT NL003350878B53. Contact for partners: partners@ghesia.com.

2. Role of Ghesia

- Ghesia is an online booking platform and acts as an intermediary in the name and on behalf of the Partner. Ghesia is not a lessor, owner or operator of vessels.
- The rental agreement is concluded directly between the customer and the Partner, under the Partner's terms. The Partner authorises Ghesia to confirm bookings on its behalf within the availability provided by the Partner.
- Ghesia states the Partner's name as the lessor with every offer and in every confirmation.
- There is no exclusivity: the Partner may also rent out via its own channels and other platforms.

3. Obligations of the Partner

- Hold all locally required licences and registrations, and provide a copy before the start and annually thereafter.
- Hand over vessels that are safe, seaworthy, maintained and equipped with the mandatory safety equipment (including life jackets in suitable sizes).
- Give every customer a safety briefing and check the boating licence and minimum age; refuse the handover if the customer does not qualify or appears to be under the influence.
- Only deploy qualified, locally certified skippers.
- Assess for itself whether it is safe to sail, and not allow departure if it is not.
- Keep all information on the platform correct and up to date (photos of the actual vessel, capacity, licence requirements, included and excluded costs, deposit, cancellation terms, location).
- Not charge any costs on site that are not stated on the platform.
- Be reachable and respond within 24 hours during the boating season; report serious incidents within 24 hours.

4. Calendar and availability

Ghesia connects the platform to the Partner's calendar or reservation system. The Partner keeps its availability up to date. A booking confirmed on the basis of the Partner's availability is binding. A double booking caused by an error on the Partner's side counts as a cancellation by the Partner (article 7). If the Partner is connected via Bókun or a similar system, Ghesia takes product information, photos, prices, availability and cancellation terms from that system; this information counts as provided by the Partner, and the price set there is the Partner Price.

5. Prices and payment

- The Partner sets its own price (Partner Price), including VAT and mandatory costs. Price changes only apply to new bookings.
- Ghesia charges the customer the Partner Price plus a mark-up (Customer Price). The Customer Price counts as the Partner's revenue; the mark-up is Ghesia's commission. The Customer Price is rounded up to whole euros; the rounding difference forms part of the mark-up. The mark-up is always included in the displayed price; customers pay no separate service fees.
- Customers pay via a recognised payment service provider. Ghesia receives the payment as an intermediary solely on behalf of the Partner; payment via the platform counts as payment to the Partner. Ghesia keeps these funds separate from its own funds.
- Where split payments via Mollie Connect are active (only possible for Partners in the EEA, the UK and Switzerland), the Partner receives its share directly via the payment service provider. Otherwise Ghesia pays out the Partner Price by bank transfer no later than 7 days after the rental date, with a specification per booking. The commission has then already been deducted.
- The transaction fees of the payment service provider are borne by Ghesia. Bank and currency exchange charges for payouts to an account outside the SEPA zone are borne by the Partner, unless otherwise agreed in the partner agreement.
- VAT and local taxes: the Customer Price counts as the Partner's revenue. The Partner is itself responsible for VAT and any other local taxes on the full Customer Price in the country where the vessel is made available, and pays these. Ghesia charges no VAT on the rental and does not issue an invoice in its own name to the customer; the customer receives a payment receipt on behalf of the Partner. If a customer asks for an invoice, the Partner provides it.
- Ghesia may set off chargebacks resulting from a failure on the Partner's side.
- The Partner settles the deposit and on-site extras directly with the customer, insofar as these are stated on the platform in advance.

6. Commission

The amount of the commission is set out in the partner agreement and may differ per vessel. Ghesia sends a monthly commission invoice with a specification per booking; VAT on the commission: for Partners in the Netherlands, Ghesia charges 21% VAT; for Partners in another EU country, VAT is reverse-charged to the Partner (the Partner provides a valid VAT number for this); for Partners outside the EU, the commission is not subject to Dutch VAT. Any local tax on the commission in the Partner's country is borne by the Partner. Ghesia announces any change to the commission at least 30 days in advance; the Partner may then terminate free of charge. A commission percentage agreed in Bókun or a similar system does not change Ghesia's mark-up under the partner agreement.

7. Cancellation

Each booking is subject to the Partner's own cancellation terms: the terms the Partner has set in its booking system (such as Bókun) or, without a connection, the terms it states in the partner agreement. A vessel or product without cancellation terms is not offered. The Partner is solely responsible for their content and for compliance with applicable law, including consumer law. Ghesia shows the terms to the customer as provided and makes refunds on behalf of the Partner. The non-refunded part is split in the same ratio as Partner Price and mark-up.

- Weather and safety: the Partner's judgement is decisive. The customer then receives a free rebooking or a full refund; Partner and Ghesia receive nothing for the refunded part.
- Cancellation by the Partner 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 replacement vessel. Repeated cancellations may lead to suspension.
- No-show: counts as a cancellation on the day of the rental, unless the cancellation terms provide otherwise; the Partner reports a no-show within 24 hours.

8. Liability and indemnity

- 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.
- The Partner indemnifies Ghesia against all claims by customers, passengers, authorities and other third parties related thereto, including reasonable legal costs.
- 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.
- Ghesia is not liable for the content or application of the Partner's cancellation terms, nor for errors in information provided by the Partner or originating from its booking system. The Partner indemnifies Ghesia against claims by customers relating thereto.

9. Insurance

The Partner holds at least a liability insurance for the operation of the vessels (with at least the locally mandatory cover), a general business liability insurance and, where locally customary or mandatory, a passenger insurance. The exact minimum amounts are set out in the partner agreement. The Partner provides proof of insurance before the first booking and annually thereafter. No valid cover means no rentals via Ghesia.

9a. Water activities

Partners offering water activities (such as snorkelling, diving, banana boat, parasailing, flyboarding, water skiing, wakeboarding, SUP or kayaking) sign the separate Water Activities Partner Agreement for this, in addition to or instead of the partner agreement for boats and jet skis. No water activities are published on the platform without a signed Water Activities Partner Agreement.

For water activities the requirements include: qualified and locally authorised instructors, sound and inspected equipment, a safety briefing and emergency plan, liability insurance of at least € 2,500,000 per occurrence covering the activities, and full liability and indemnity by the Partner. In case of conflict, the Water Activities Partner Agreement prevails over these partner terms.

10. Ranking of offers

The order on the platform is mainly determined by: the customer's search (destination, date, group size), the price compared to similar offers, customer reviews, the Partner's cancellation rate and response time, and the completeness of the information. A higher position cannot be bought. If Ghesia ever offers paid promotion, it will announce this in advance and it will be recognisable to customers.

11. Reviews

Only customers who booked via Ghesia can post a review. The Partner may respond, but does not post fake reviews and offers no reward for positive reviews. Ghesia only removes reviews that are unlawful, offensive or demonstrably incorrect.

12. Customer data

Ghesia and the Partner are each an independent controller under the GDPR. The Partner only receives the data needed to perform the booking and does not use it for its own marketing without the customer's consent. The Partner reports a data breach to Ghesia within 48 hours. For Partners outside the EEA, the EU standard contractual clauses apply.

13. Customers via Ghesia

The Partner does not actively approach customers brought in via Ghesia to conclude or change a booking outside the platform. If a customer later books directly with the Partner on its own initiative, this is permitted.

14. Tax data (DAC7)

As a platform, Ghesia is legally required to report data on providers and their income via the platform to the Dutch Tax Administration (DAC7). For this purpose the Partner provides its (registered) name, address, business registration number, tax identification number, VAT number, bank account and rental addresses. Without this data, Ghesia may suspend payouts and take the offer offline. The Partner is itself responsible for its tax returns.

15. Changes, suspension and termination

- Ghesia announces changes to these terms at least 15 days in advance by e-mail. The Partner may terminate free of charge within that period.
- Either party may terminate with a notice period of 30 days. Ghesia states its reasons when terminating.
- 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, and the Partner may respond.
- The Partner also performs confirmed bookings after termination, unless Ghesia decides otherwise.

16. Complaints by Partners

Do you have a complaint about Ghesia or the platform as a Partner? E-mail partners@ghesia.com. We handle your complaint within 14 days and inform you of the outcome.

17. Applicable law and disputes

These terms and the partner agreement are 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 (NAI) (one arbitrator, place of arbitration Eindhoven, language English), unless otherwise agreed in the partner agreement.

Interested in becoming a partner? Visit [Become a rental partner](#) or e-mail partners@ghesia.com.