

# General Terms and Conditions (GTC)

for the rental of Hello Floaty

## 1. Scope of Application

These General Terms and Conditions (GTC) apply to all rental agreements between the lessor and the renter concerning the use of the floating caravan Hello Floaty (Hello Floaty).

By completing a booking, the renter expressly agrees to these GTC.

## 2. Requirements & General Rental Conditions

1. The renter confirms that they are able to swim and assumes full responsibility for themselves and all passengers.
2. The Hello Floaty must be operated carefully, responsibly, and while sober at all times.
3. The maximum number of persons on board is four (4) and must not be exceeded.
4. The Hello Floaty may only be operated within the designated operating area (in particular on Lake Zug, unless otherwise agreed).
5. All instructions issued by the lessor must be followed without exception.

## 3. Insurance & Deductible

1. The rental vessel is fully comprehensive insured by the lessor.
2. The deductible amounts to CHF 500 per damage event and must be borne by the renter (e.g. bodywork damage, paint damage, glass breakage).
3. The renter confirms that they hold valid personal liability insurance. Damage to third parties is not covered by the vessel's insurance.

## 4. Rental Commencement, Handover & Return

1. The Hello Floaty is handed over to the renter in a clean and proper condition and must be returned in the same condition.
2. Damage, additional cleaning, or towing services will be charged to the renter (CHF 50 per hour).
3. Late returns may result in additional charges and compensation for loss of use.
4. Any damage or defects must be reported immediately.
5. The lessor will inspect the vessel and equipment after return.

## 5. Damage, Defects & Breakdowns

1. The renter is obliged to report any damage or defects immediately.
2. In the event of an accident or breakdown, the lessor decides on the further course of action (e.g. vessel transfer).
3. In cases of gross negligence or intentional misconduct, the renter is fully liable without limitation.

## 6. Duty of Care

The renter undertakes in particular:

- to treat the Hello Floaty as their own property,
- to follow the operating instructions,
- to comply with all cantonal navigation and waterway regulations,
- not to make any technical or structural modifications to the vessel.

## 7. Further Obligations & Rules of Use

1. The Hello Floaty may be used exclusively for private leisure purposes and not for any commercial activities.
2. Other vessels may be towed only in emergencies.
3. In the event of forecast wind speeds of 4 Beaufort / 30 km/h or more, a sheltered harbour must be entered or the trip must not be started.
4. Operation on flowing waters is prohibited.
5. A 0.0‰ alcohol limit applies when operating the vessel.
6. The Hello Floaty may only be operated on approved lakes; use on other Swiss lakes is subject to separate regulations and may incur additional fees.

## 8. Safety

1. Life jackets are mandatory for all persons on board.
2. In the event of strong winds, thunderstorms, or unsafe conditions, the trip must be terminated immediately.
3. The lessor must be contacted immediately in case of danger or problems.
4. The kill switch (safety lanyard) must be worn while operating the vessel.

## 9. Liability

1. The renter alone is liable for all consequences of violations of traffic or navigation regulations (e.g. fines, penalties).
2. The lessor assumes no liability for personal belongings of the renter or passengers.
3. Normal wear and tear is excluded from liability.

## 10. Rescheduling by the Lessor

1. If weather conditions (storm, thunderstorms, etc.) make operation unsafe, the lessor may cancel or reschedule the trip at any time.
2. In such cases, an alternative date will be offered. Further claims are excluded.

## 11. Cancellation by the Renter

1. Cancellations are possible subject to the following fees:
  - up to 30 days before rental start: CHF 50 processing fee

- up to 14 days before rental start: 50% of the rental price
  - thereafter: 100% of the rental price
2. If the lessor is able to re-rent the vessel for the same period and price, the rental price will be refunded minus CHF 50.
  3. No refund will be granted for early return.
  4. The renter is advised to take out cancellation insurance at their own expense.

## **12. Passenger Insurance**

Passenger insurance is mandatory if persons are carried who do not live in the same household and are not in an employment relationship (children and pensioners excluded).

Obtaining such insurance is the renter's responsibility.

## **13. Photographic Documentation**

1. The lessor is entitled to take photographs of the vessel before and after the rental.
2. These photographs serve exclusively to document the condition of the vessel.
3. No personal photographs of guests will be taken without explicit consent.

## **14. ID Copy & Data Protection**

The renter expressly agrees that:

- a copy of their passport or ID may be taken,
- the copy is used exclusively for identification, security, contract processing, and damage claims,
- the data is stored securely and deleted no later than 12 months after completion of the rental, provided no claims are pending.

Withdrawal of this consent renders contract conclusion impossible.

## **15. Applicable Law & Jurisdiction**

1. Swiss law shall apply, in particular the Swiss Code of Obligations.
2. Place of jurisdiction is the Canton of Zug.