



Your Trusted Marine Lifestyle Experts

Water Toys Rental

Rental Terms and Conditions

Last updated: December 14, 2022

Article 1. Applicability and definitions

1.1 These terms and conditions apply to all offers made by La Marca International and to all agreements concluded by La Marca International concerning the rental of Water Toys.

1.2 La Marca International Pte Ltd ("La Marca International") is incorporated under Singapore law, having its main office at 50 Kaki Bukit Place, #04-01 Jean Yip Building, Singapore 415926. Company registration number 200416275C.

1.3 La Marca International rents out water equipment, such as, but not limited to, SeaBob, Sublue, SUP and Aquabanas (together, "Water Toys"). The natural person or legal entity renting these Water Toys from La Marca International is referred to in these terms and conditions as "Renter".

1.4 The applicability of other terms and conditions is explicitly rejected, unless agreed otherwise in writing.

Article 2. Fees and payment terms

2.1 All prices offered by La Marca International are in Singapore dollars, Goods and Services Tax (GST) is applicable, unless indicated otherwise.

2.2 Renter will pay a rental fee, delivery and pick-up fee and GST (if applicable) for each rental of Water Toys. In addition, Renter is obligated to pay a security deposit to La Marca International. The total fee (rental fee + delivery and pick-up fee + GST + security deposit) is payable on the following terms:

A 100% of rental, delivery and pick-up fee is payable after signing Rental agreement.

Security deposit is payable before the scheduled delivery.

2.3 Payment of invoices must be made no later than the payment date indicated on the invoice. If no such date is indicated, payment must be made before the rental of Water Toys commence. Renter does not have the right of suspension or set-off. If any payment term is exceeded, Renter will be in default by law and will owe late payment interest equal to the prevailing statutory interest.

2.4 If debt collection efforts are taken in respect of a Renter who is in default, the Renter will have to pay all legal costs and extrajudicial expenses relating to the collection of the claim.

2.5 If the payment term referred to in Section 2.2 and 2.3 of these terms and conditions is exceeded, La Marca International will be entitled to suspend performance of the engagement or – after written demands have been served – to dissolve or terminate the agreement.

Article 3. Security deposit

3.1 La Marca International will require Renter to make a security deposit for each Water Toy rented.

3.2 The security deposit shall be held by La Marca International and may be used in, or towards, discharging any damage or liability that Renter may incur under the provisions of the rental agreement.

3.3 La Marca International will inspect the Water Toys during pick-up. Inspection will be carried out during pick up and/or at La Marca International workplaces, depending on the nature of the rented Water Toys. If the Water Toys are returned in accordance with Renter's obligations under the rental agreement, the security deposit shall be refunded without charges to Renter.

Article 4. Obligations of La Marca International

4.1 La Marca International shall deliver the agreed Water Toys to Renter at the agreed location in a complete, good and seaworthy condition. Water Toys running on fuel and/or batteries will be delivered with a full fuel tank and/or fully charged.

Article 5. Obligations of Renter

5.1 Renter will inspect the Water Toys at delivery. Any damages upon delivery must be reported to La Marca International in writing and supported with photos.

5.2 Renter shall use the Water Toys with care and in accordance with their nature. Renter declares he/she is fully aware of how to operate the Water Toys. The Water Toys shall not be used for any illegal purpose. It is prohibited to sub rent Water Toys without La Marca International's explicit written authorization.

5.3 Repairs to the Water Toys during the rental period without La Marca International's prior authorization are prohibited.

5.4 In the event of damage to or loss of the Water Toys, be it Renter's fault or not, Renter will immediately contact La Marca International. Renter is liable for payment of all damages. In the event where Renter loss the Water Toys, Renter will be billed for new Water Toys.

5.5 Renter will return the Water Toys at the agreed time and place. Renter will return the Water Toys undamaged, working, complete, rinsed and cleaned.

5.6 If Renter fails to meet any of its obligations under clause 5.5, Renter will be charged with the following fees:

- Late return with prior notice: daily rental fee for each day.
- Late return without prior notice: daily rental fee for each day + rental losses incurred from next rental.
- Unrinsed/dirty return: From SGD 200.
- Damaged return: Cost for damaged parts + Repair charges + rental losses incurred from next rental.
- Incomplete return (missing parts): Cost of missing part(s) + Installation charges + rental losses incurred from next rental.

La Marca International may use the security deposit for any of the fees mentioned above. If the fees exceed the security deposit, Renter will be charged for the remaining fees.

Article 6. Cancellations and refunds

6.1 In the event of a cancellation by Renter, La Marca International will issue refunds as follows:

- 4 weeks or more before the start of the rental period: 80% refund.

- In between 1 and 4 weeks before the start of the rental period: 50% refund.
- 1 week or less before the start of the rental period: no refund.

6.2 If a Water Toy fails during the rental period and the failure is not the result of incorrect use by Renter, accidents or other circumstances beyond La Marca International's control, Renter is entitled to a credit note towards the next rental. No refunds will be given.

6.3 In the event of a late delivery by La Marca International, Renter is, in any event, not entitled to a refund in the following situations:

- Late delivery is due to force majeure, including, but not limited to, traffic jams, broken delivery vehicle and extreme weather conditions.
- Late delivery is due to Renter's late confirmation, or a last-minute change of delivery location made by Renter.
- Delivery at the agreed location is not possible due to location regulations, absence of slips, ramps, cranes or manpower necessary to safely launch or on-board Water Toys, unless La Marca International was notified in advance of the necessity to provide such slips, ramps, cranes or manpower and agreed to provide these to Renter.

Article 7. Liability of Renter and indemnification

7.1 Renter is liable for damages to the Water Toys caused during the rental period (including damage through loss or theft) and for any indirect, incidental or consequential damages as a result, including the loss of next rentals by La Marca International.

7.2 Renter understands and accepts the risks associated with the operation of Water Toys. Renter agrees to indemnify and to hold harmless La Marca International from any injuries to individuals, third parties or third-party property. For the avoidance of doubt, Renter fully and irrevocably waives Renter's right to seek any compensation or damages from La Marca International.

7.3 Renter agrees to indemnify and to hold harmless La Marca International for all fines and penalties due to violations of the law incurred with respect to the use of the Water Toys during the rental period.

7.4 The provisions of this article do not apply if Renter proves that the amount owed by Renter are a result of a defect of the Water Toys that was already present at the start of the rental period.

Article 8. Liability of La Marca International

8.1 The liability of La Marca International in connection with the rental of the Water Toys, whether based on contract, tort, or any other legal ground, is excluded, unless the damage is caused by willful acts or gross negligence of La Marca International's Staff.

8.2 Paragraph 7.4 applies accordingly.

Article 9. Privacy

9.1 La Marca International may process your personal data when you rent the Water Toys. Please consult our Privacy Policy for information about how we use your personal data.

Article 10. Plurality of Renter

10.1 If two or more persons and/or legal entities rent Water Toys from La Marca International, each of these persons or entities is jointly and severally liable for all obligations under the rental agreement.

Article 11. Non-performance and termination

11.1 La Marca International has the right to terminate the rental agreement at any time, without notice of default, with immediate effect by an extrajudicial statement if, in La Marca International's opinion, the Water Toys are not used with care or if the Water Toys are not returned within agreed rental period.

11.2 La Marca International also has the right to terminate the rental agreement in the event of bankruptcy or (provisional) suspension of payment of Renter, without notice of default, with immediate effect by means of an extrajudicial statement.

Article 12. Miscellaneous

12.1 If any part of the rental agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect.

12.2 If you have any complaints about our rental services, please contact us at rental@lamarca-marine.com. We are committed to working with you to find a resolution.

12.3 The English version of these terms and conditions is the official version. Translations in other languages will not be made available.

Article 13. Applicable law

13.1 The rental agreement is governed by the laws of Singapore.

13.2 Any dispute arising out of or relating to the rental agreement shall be brought before the competent court of Singapore.

Copyright © 2004-2023 La Marca Marine Singapore. All Rights Reserved.
A Division of La Marca International Pte Ltd (Reg. No. 200416275C)