

AGREEMENT

DELIVERY & RENTAL PERIOD

AT AMOTHERWAY, WE UNDERSTAND THE IMPORTANCE OF BEING PREPARED FOR YOUR BIRTH EXPERIENCE. THAT'S WHY WE SEND YOUR BIRTH POOL AT WEEK 36 OF YOUR PREGNANCY, SO YOU HAVE PLENTY OF TIME TO SET IT UP AND PRACTICE USING IT BEFORE YOUR DUE DATE. WE USE POSTNL AND DPD COURIER SERVICES TO DELIVER YOUR BIRTH POOL DIRECTLY TO YOUR PREFERRED LOCATION IN THE NETHERLANDS. THE DELIVERY FEE IS INCLUDED IN THE RENTAL PRICE, SO YOU DON'T HAVE TO WORRY ABOUT ANY ADDITIONAL COSTS.

THE RENTAL PERIOD IS 5 WEEKS (3 WEEKS BEFORE THE DUE DATE AND 2 WEEKS AFTER).

EQUIPMENT

THE BATH ARRIVES IN A PROTECTION BAG, WITH ELECTRIC PUMP, SET OF VARIOUS TAP CONNECTORS, NEW INNER COVER, NEW 10 METER WATER HOSE, WATER PUMP TO EMPTY THE BATH AFTER USE, DUTCH AND ENGLISH MANUAL.

THE BATH HAS 4 HANDLES, A COMFORTABLE SEAT AND A CUP HOLDER TO SERVE YOUR COMFORT AND NEEDS.

CHANGE OF PLANS

IF FOR ANY REASON YOU HAVE NOT BEEN ABLE TO USE THE POOL, €50 WILL AUTOMATICALLY BE REFUNDED IF THE PRODUCTS ARE UNUSED AND UNOPENED. PLEASE NOTE THAT WE DO NOT ACCEPT RETURNS ON ITEMS THAT HAVE BEEN USED OR OPENED FOR SANITARY REASONS.

CANCELLATION

YOU CAN CANCEL YOUR BIRTH POOL RENTAL IF YOUR BIRTH PLAN CHANGES. IF YOU CANCEL BEFORE 36 WEEKS, THERE IS NO CANCELLATION FEE. HOWEVER, IF YOU CANCEL AFTER 36 WEEKS, YOU WILL RECEIVE €50 BACK. WE UNDERSTAND THAT BIRTH PLANS CAN CHANGE AND WE STRIVE TO MAKE THE RENTAL PROCESS AS FLEXIBLE AND STRESS-FREE AS POSSIBLE FOR EXPECTANT PARENTS. WE ENCOURAGE YOU TO CONTACT US AS SOON AS POSSIBLE IF YOU NEED TO CANCEL YOUR RENTAL, AND WE WILL WORK WITH YOU TO FIND A SOLUTION THAT MEETS YOUR NEEDS.

ARTICLE 1: DURATION OF THE AGREEMENT

THE AGREEMENT IS ENTERED INTO FOR A PERIOD OF 5 WEEKS. THE AGREEMENT TAKES EFFECT AS OF **3 WEEKS BEFORE DUE DATE** AND WILL EXPIRE (AROUND) **2 WEEKS AFTER DUE DATE**.

ARTICLE 2: DELIVERY AND RETURN

WE USE POSTNL AND DPD COURIER SERVICES TO DELIVER YOUR BIRTH POOL DIRECTLY TO YOUR PREFERRED LOCATION IN THE NETHERLANDS. THE DELIVERY FEE IS INCLUDED IN THE RENTAL PRICE.

ARTICLE 3: TENANT'S OBLIGATIONS

THE LESSEE IS OBLIGED TO TREAT THE RENTED GOODS WITH CARE AND RESPECT. IT MAY ONLY USE THE GOODS ONLY IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT AND IN PARTICULAR FOR;

- A: NOT TO MAKE ANY CHANGES TO THE RENTED GOODS.
- B: TO REJECT CLAIMS FROM THIRD PARTIES ON THE RENTED GOODS AND TO INDEMNIFY THE LESSOR
- C: SUBLEASE AND MAKE AVAILABLE TO THIRD PARTIES ONLY WITH THE WRITTEN PERMISSION OF THE LESSOR.

ARTICLE 4: CHECKING THE GOOD CONDITION OF THE GOODS

THE LESSEE IS DEEMED TO HAVE CHECKED THE RENTED GOODS IMMEDIATELY UPON RECEIPT, WHILE IN THE ABSENCE OF AN IMMEDIATE RESPONSE, THE GOODS ARE DEEMED TO BE IN GOOD CONDITION.

ARTICLE 5: INSURANCE

THE RENTER BEARS THE FULL RISK AND RESPONSIBILITY FOR THE RENTED GOODS DURING THE TIME THAT THEY ARE MADE AVAILABLE TO THE RENTER AND THE RENTER WILL, IF NECESSARY, INSURE THE GOODS AND KEEP THEM INSURED AGAINST DAMAGE DUE TO LOSS, THEFT, DAMAGE, ETC., INCLUDING: DUE TO FIRE.

ARTICLE 6: DAMAGE AND DEFECTS

A: THE TENANT IS OBLIGED TO IMMEDIATELY REPORT ANY DAMAGE OR DEFECT TO THE RENTED PROPERTY TO THE LESSOR. THE TENANT MAY NOT CARRY OUT REPAIRS WITHOUT THE LANDLORD'S PERMISSION.

B: CHANGES AND/OR REPAIRS TO THE RENTED GOODS WILL ONLY BE MADE OR CARRIED OUT BY THE LESSOR IN A WORKSHOP DESIGNATED BY HIM.

C: LESSOR IS IN NO WAY OBLIGED TO TAKE BACK DAMAGED ITEMS AND/OR EQUIPMENT OR TO ACCEPT THEM FOR EXCHANGE.

D: IF REPAIRS ARE NECESSARY AS A RESULT OF IMPROPER HANDLING, REPAIRS BY THIRD PARTIES, THE USE OF UNSUITABLE ACCESSORIES OR ANY OTHER CAUSE THAT CANNOT BE REGARDED AS NORMAL WEAR AND TEAR, THE COSTS THEREOF WILL BE CHARGED SEPARATELY AND ADDITIONALLY TO THE RENTER.

ARTICLE 7: LIABILITY

IN PRINCIPLE, THE LESSOR IS NOT LIABLE FOR DAMAGE CAUSED BY THE TENANT OR TO THIRD PARTIES DIRECTLY OR INDIRECTLY AS A RESULT OF THE USE OF THE RENTED GOODS. THE TENANT SHALL INDEMNIFY THE LANDLORD AGAINST ALL CLAIMS FROM ITSELF OR THIRD PARTIES IN THIS RESPECT.

ARTICLE 8: REPLACEMENT

IF THE TENANT IS UNABLE, FOR WHATEVER REASON, TO RETURN THE RENTED GOODS TO THE LESSOR (OR HAVE THEM RETURNED), THE LESSEE MUST PAY THE LESSOR COMPENSATION TO BE DETERMINED BY HIM, AMOUNTING TO THE REPLACEMENT VALUE OF THE RENTED GOODS.

ARTICLE 9: PRICE

THE RENTAL OF THE DELIVERY BATH WITH ACCESSORIES INCL SHIPPING IS €179. IF THE DELIVERY BATH IS NOT USED (FOR EXAMPLE IN CASE OF A MEDICAL DELIVERY) AND THE PERSONAL DELIVERY PACKAGE IS STILL UNUSED AND UNOPENED, THE RENTER WILL RECEIVE A REFUND OF €50.

ARTICLE 10: PAYMENT

THE LANDLORD WILL SEND THE TENANT AN INVOICE FOR THE TOTAL AMOUNT RENTAL OF THE BATH AND DELIVERY PACKAGE INCL DELIVERY FEE): €179,- INCLUDING VAT. THIS PAYMENT REQUEST MUST BE PAID BEFORE DELIVERY TO FINALISE THE RESERVATION. IF THE TENANT IS ENTITLED TO A REFUND OF €50, THE LESSOR WILL REFUND THIS AMOUNT WITHIN 5 WORKING DAYS AFTER TAKING BACK THE GOODS.

ARTICLE 12: APPLICABLE LAW

DUTCH LAW APPLIES EXCLUSIVELY TO ALL AGREEMENTS CONCLUDED AND/OR ACTIONS PERFORMED BY THE LESSOR; THESE AGREEMENTS AND/OR ACTIONS ARE DEEMED TO HAVE BEEN CONCLUDED OR PERFORMED IN THE NETHERLANDS.

LESSOR: *KINGA DUSSEL*
AMOTHERWAY