

#### **RENTAL CONDITIONS BIRTHING BATHS**

Below you will find the conditions for rent of a birthing bath. No rights can be derived from this document.

#### **Parties**

The rentor is Het Geboorte-atelier, located at Edvard Munchweg 16B, 1328 MA at Almere. The rentee is the counterparty of Het Geboorte-atelier in this agreement. Rentee has agreed to these terms.

#### General

The Birth pool in a Box is a birthing bath that can be used during the labor. A warm bath helps the mom-to-be relax, reduces discomfort and helps the mom-to-be due to the buoyancy of the water. It makes it possible to easily diversify between and adopt natural childbirth positions.

The Geboorte-atelier is and remains the owner of the Birth pool in a Box and the birth set. The Geboorte-atelier informs the rentee and they will pay a fee.

### **Duration/cancellation**

The duration of the rental period is 5 weeks: 3 weeks before due date up to 2 weeks after the due date. The rental period starts when the Birth pool in a Box and the birthing kit has been collected by the rentee. The rental period can be extended after a written request and permission from Het Geboorte-atelier, but only if the pool is available (and not rented out again). No rights can be derived by the rentee in these cases. For an extended rental period no extra fees will be charged. However, the rentee must return the bath immediately after birth in case of an extended rental period. Cancellation is possible up to the moment you collect the Birth pool in a Box and the birthing set. After pick up there is a legal payment obligation for the rentee.

### Content of the products

The Geboorte-atelier rents out the Birth pool in a Box including an extensive birth set user manual.

The birth set consists of:

- a personal disposable inner sleeve
- an electric pump to inflate the bath / pump air out of the bath
- various crane options
- a thermometer
- scoop net
- a floor protection carpet

- a non-toxic water hose (10 m.)
- clear user manual

### **Condition of the products**

The Geboorte-atelier supplies the Birth pool in a Box and the birth set without any defects that could hinder usage.

After collection of the Birth pool in a Box and the birthing set, the tenant is obligated to check both for any defects. If the tenant discovers defects, the tenant is obligated to inform the Geboorte-atelier within three days (in writing). If the Geboorte-atelier has not received notice of defects three days after delivery, the Birth pool a Box and/or the birthing set, is deemed to be without defects.

If during the rental period and/or after, the birth pool in a box and/or the birth set has been returned with a defect or in any way damaged or not returned at all, the rentor is obligated to inform the Geboorte-atelier as soon as possible, but no later than three days.

Repair, defects or compensation for damage that has been caused during the rental period are always at the expense of the rentee. It is a rentee only allowed to repair defects in the Birth pool in a Box and/or the birthing set, after consultation with and permission from the Geboorte-atelier.

If the Birth pool in a Box and/or the birthing set during the rental agreement, after it has been collected, is damaged to such extent that replacement is necessary, or if the birth pool in a Box and/or the birth set is stolen or lost (whether or not due to a criminal offense), the rentee is obligated to fully compensate the rentor's replacement costs, which is set at a minimum of €300.

### Rental/refund policy

A rent of €170 including VAT is to be paid for rental periods of 5 weeks. The rent must be paid in advance. In addition, the deposit is €100 including VAT.

These amounts must be paid in cash and upon collection of the bath.

If the tenant returns the Birth pool in a Box and the delivery set before the end of the rental period, there will be no refund of (part of) the rental costs.

If due to medical indication no delivery can take place in the bath, and the hygienic cover is unused and the packaging unopened, the tenant will receive € 40.00 back.

If, without consultation and permission from Het Geboorte-atelier regarding extension of the rental period, at the time of expiry of the first term and after 5 weeks, the Birth pool in a Box and the birth set are not returned to Het Geboorte-atelier, a new rental period of 5 weeks starts automatically. In such situation the rentee is obligated to return the Birth pool in a Box and the birthing set as soon as possible. The additional rent due is not calculated pro rata.

If the tenant uses the Birth pool in a Box and the birthing kit without consultation with and without permission from Het Geboorte-atelier and longer than the agreed term of 5 weeks, the rentee is also liable to pay a fine of €100 additional to any other costs made.

The rentee is bound within fourteen days after the start of a rental period to pay the rental costs and any additional fine in cash.

# Damage/risk

Het Geboorte-atelier is in no way liable for any damage or medical injury resulting from the use of the product.

## Sublet/loan

The tenant is not permitted to give the Birth pool in a Box and/or birthing set to third parties for rent or loan purposes.

# **Return policy**

When returning the product the rentee must put the Birth pool in a Box and the complete birthing set (black bag and transparent box) to be handed in clean and packed. The white box with disposables does not have be returned to The Geboorte-atelier, due to hygiene purposes. Without explicit permission it is not allowed to post the bath through mail order packaging.