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General Terms and Conditions for Package Trips

Compiled on the basis of the EU Package Travel Regulation, 2015/2302/EU

Article 1 - Definitions

In these General Terms and Conditions, the following definitions apply:

a. *Operator:* a natural person or legal entity who/which enters into a contract with a customer.
b. *Customer*: a natural person or legal entity who/which enters into a contract with the operator regarding a cruise with captain, including accommodation on board a ship for the customer and/or their guests.
c. *Captain:* skipper/captain who has command over the ship.
d. *Guest:* a person on board the ship at the invitation of the customer and with the permission of the operator.
e. *Ship:* the ship as referred to in the contract or an equivalent ship.
f. *Contract:* any contract between the operator and the customer in which the operator undertakes to transport the customer and/or the customer's guests on a ship for a fee.
g. *Cruise:* all the passages on the ship, with accommodation on board, for the period stated in the contract.
h. *Electronic:* by e-mail or website.

Article 2 - Scope

1. These general terms and conditions are applicable to contracts entered into by the operator with the customer.
2. These general terms and conditions are applicable between the operator and the customer. The customer shall draw their guests' attention to the rules under these general terms and conditions. The customer indemnifies the operator against all claims by the guest towards the operator, insofar as the liability of the operator is excluded if the customer submits such a claim against the operator.
3. These general terms and conditions also apply to all natural persons and legal entities that the operator, in the broadest sense of the word, engages or has engaged upon entering into and/or executing the contract.
4. These general terms and conditions exclude and explicitly override any applicable conditions utilized by the customer, unless the parties expressly agree otherwise in writing.
5. If the cruise does not include an overnight stay or if it comprises a period of less than 24 hours or where, as a one-off occurrence, the cruise is provided to a restricted group of customers without making a profit, articles 13 and 14 and the provisions of the Standard Information Form Package Travel shall not apply.
6. These conditions can have been translated from Dutch into another language. In the case of possible differences in the texts that result from this translation, the Dutch text will prevail.

Article 3 - The offer

1. A general offer from the operator in the form of brochures, advertisements or websites is free of obligation and should be viewed as an invitation to negotiation.
2. The operator shall issue the individual offer in writing or electronically.
3. The written or electronic offer shall be furnished with a signature to confirm the date of issue of the offer, and is irrevocable for the period indicated or, if a period has not been indicated, for 14 days after the date of issue of the offer.
4. The offer shall state, in all cases:

   ✓ the nature, the content and the extent of the services to be provided by the operator;
   ✓ the total price of the cruise, for individual bookings per person and for group bookings per group, and the percentage that must be paid in advance;
   ✓ the method of payment and the payment period;
   ✓ the date and time of embarkation and disembarkation;

- ✓ the maximum number of guests per ship;
- ✓ for individual bookings, the proviso for cancellation by the operator (plus the period within which this is possible), if the minimum number of reservations required has not been reached;
- ✓ a copy of these general terms and conditions, if they have not been issued previously;
- ✓ the Standard Information Form Package Travel

Article 4 - Contract

1. The contract is established by acceptance of the offer. If the customer accepts the offer electronically, the operator shall send confirmation to the customer electronically.
2. The contracts must be documented in writing or electronically.
3. In the case of a written contract, a copy of the contract shall be issued to the customer.

Article 5 - Payment conditions

1. Payment must take place within 14 days of receipt of the invoice, or in any case on the start date of the cruise, at the office of the operator or by transfer to a bank account to be specified by the operator.
2. If the customer does not pay on time, from a legal perspective they shall be in default, without the need for any prior notice of default. Nevertheless, after the payment deadline has passed, the operator shall send a payment reminder free of charge, in which the operator draws the customer's attention to their failure to pay and offers them the opportunity to make the payment within 14 days of receipt of the payment reminder, stating the extra-judicial collection costs that will be payable as a result of failure to pay within the aforementioned period.
3. After the 14-day period referred to in paragraph 1 has passed, the operator is authorized, without issuing further notice of default, to proceed to collection of all the amounts owed. If the operator proceeds to collection, the associated extra-judicial costs shall be charged to the customer, in accordance with standards of reasonableness. The maximum collection costs that the operator can charge to the customer are stated below.
   Percentage of the principal sum that the collection costs compensation may not exceed:
   (subject to statutory modifications)
   Over the first € 2,500.00: 15% Minimum € 40.00
   Over the next € 2,500.00: 10%
   Over the next € 5,000.00: 5%
   Over the next € 190,000.00: 1%
   Over the rest: 0.5% Maximum € 6,775.00

Article 6 - Cancellation

1. If the customer wishes to cancel the contract, they must inform the operator as soon as possible in writing or electronically. The date of receipt by the operator shall be regarded as the date of cancellation.
2. In the event of cancellation, the customer shall owe to the operator a fixed compensatory payment, at a percentage of the agreed price, namely:
   Compensation for the ship:
   15% in the case of cancellation up to 6 months before the start of the cruise;
   20% in the case of cancellation up to 5 months before the start of the cruise;
   30% in the case of cancellation up to 4 months before the start of the cruise;
   40% in the case of cancellation up to 3 months before the start of the cruise;
   50% in the case of cancellation up to 2 months before the start of the cruise;
   75% in the case of cancellation up to 1 month before the start of the cruise;
   90% in the case of cancellation up to 1 day before the start of the cruise;
   100% in the case of cancellation on the start day of the cruise.

3. Compensation for catering and other services:
   15% in the case of cancellation up to 2 months before the start of the cruise;
   25% in the case of cancellation up to 1 month before the start of the cruise;
   50% in the case of cancellation up to 2 weeks before the start of the cruise;
   75% in the case of cancellation up to 1 week before the start of the cruise;
   95% in the case of cancellation up to and including 1 day before the start of the cruise;
   100% in the case of cancellation on the start day of the cruise.
4. The customer can request the operator's consent for a third party to take their place, up to 7 days before departure. The person replacing the customer must fulfil all the conditions associated with the contract. The customer and the person replacing them shall be jointly and severally liable for payment of the amount still owed for the cruise, the alteration costs of € 50.00 and any extra costs.
5. The customer who cancels the contract is obliged to pay the cancellation costs in accordance with the paragraphs above, unless the actual damage is demonstrably 15% higher or lower than the fixed amount, in which case the customer shall owe that demonstrably higher or lower amount. This amount may not exceed the maximum price of the contract. Damage is understood to mean losses and lost profits.
6. The operator can cancel the contract if they cannot execute the contract as a result of exceptional and unavoidable circumstances and the operator informs the customer immediately and before the start of the cruise.
7. The operator can cancel the contract within the period stated in the offer in the event that the number of reservations for the cruise is smaller than the minimum number of participants required, which the customer was made aware of prior to the booking.
8. In the cases referred to above in paragraphs 6 and 7, the operator shall repay to the customer all amounts already paid for the cruise, without being liable to pay damage compensation.

Article 7 - Rights and obligations of the operator

1. The operator shall ensure that the ship and the crew comply with the legal regulations and that the ship is equipped with the minimally required proper safety equipment.
2. The route of the cruise will be determined by the operator and/or the captain in consultation with the customer, unless agreed otherwise.
3. The operator and/or the captain is authorized to modify the cruise at all times for (anticipated) nautical and/or meteorological reasons. This includes changing the location of departure and/or arrival and temporarily suspending departure. Nautical and/or meteorological reasons are understood to mean, among others, weather conditions, the tide, obstruction of waterways/shipping lanes, and the condition of the ship.
4. In the cases referred to in the previous paragraph, the operator and/or the captain shall endeavour to find an alternative solution, in consultation with the customer. Any extra costs, as far as is reasonable, shall be charged to the customer. The operator and/or the captain shall decide whether the chosen solution can reasonably be implemented.
5. If the agreed ship and/or captain is/are unexpectedly unavailable, the operator shall be entitled to deploy an equivalent ship and/or another captain. If this is not possible and the unavailability is the result of a cause that a conscientious operator could not have prevented, the operator shall be entitled to terminate the contract.
6. The operator can increase the price in connection with changes to the transport costs (including fuel costs), or the taxes and other charges payable, up to 20 days before commencement of the cruise. If this provision is applied, the operator shall indicate how the price increase has been calculated. In the case of an increase of more than 8%, the customer shall be entitled to terminate the contract without charge, within 10 days of receiving written notification of the price increase.
7. If the costs referred to in the previous paragraph decrease after the contract is established and before the start of the cruise, the customer shall be entitled to a price reduction. In that case, the operator shall be entitled to deduct from the repayment any administrative costs incurred.
8. The operator can cancel the contract within the period stated in the offer in the event that the number of reservations for the cruise is smaller than the minimum number of participants required, which the customer was made aware of prior to the booking.

9. The operator draws the customer's attention to the obligation under article 8, paragraph 9.
10. The operator shall make mutual agreements with the customer regarding the payment of port, bridge, lock and pilot costs, local taxes and other types of charge such as tourist tax and fuel costs.
11. If, due to exceptional and unavoidable circumstances, the return transport of the customer and/or the guests cannot be provided as agreed in the contract, the cost of the necessary accommodation, not exceeding three overnight stays per customer/guest, shall be borne by the operator.

Article 8 - Rights and obligations of the customer

1. The customer must provide the operator or their representative with a list of names of the guests, including telephone numbers of contact persons, at the start of the cruise at the latest.
2. At the end of the agreed cruise period, the customer must ensure that the ship is left in the same condition as it was at the start of the agreed cruise period, as far as this is within the customer's sphere of influence.
3. If the customer has not acted in accordance with the provisions of the previous paragraph, the operator shall be entitled to return the ship, at the expense of the customer, to the condition that it was in at the start of the agreed cruise period. This latter provision does not apply when the costs referred to are covered by insurance.
4. The customer and their guests must follow the instructions of the operator and/or the captain and/or other crew members at all times. This especially applies to the regulations and instructions that are important for order and safety.
5. If meals are not eaten on board, an amount for catering for the captain and crew shall be included in the rental price.
6. The baggage of the customer and their guests must be of such dimensions and stowed in such a way that it does not cause an obstruction. This shall be judged by the captain. Permitted baggage consists of the usual necessary portable items for the personal use of the customer and/or guest, not including food and/or drink, that a customer and/or guest can easily carry with them at any one time; packed in suitcases, bags, duffle bags and/or backpacks.
7. The customer and guests are prohibited from bringing on board hazardous materials, weapons, drugs or contraband.
8. Without express prior permission, the customer and guests are prohibited from bringing pets on board the ship.
9. The customer shall draw the guests' attention to the provisions of these terms and conditions that are applicable to them.

Article 9 - Non-conformity

1. If one or more services are not provided in accordance with the contract, the operator shall ensure that this non-conformity is rectified, unless this:
   a. is impossible; or
   b. entails disproportionate costs, taking into account the extent of the non-conformity and the value of the services concerned.
2. The customer must immediately inform the operator of the non-conformity.

Article 10 - Dissolution and suspension

1. Should one of the parties fail to fulfil their obligations under the contract, the other party shall be entitled to suspend their corresponding obligation or to dissolve the contract, unless the failure does not justify the suspension or dissolution, considering its special nature or limited significance.
2. Dissolution of the contract is in any case possible:
   - if the other party is declared bankrupt, is granted suspension of payments, is subject to debt restructuring, or enters into receivership;
   - if the other party fails to fulfil their obligations under the contract within 14 days of notification of this failure;

- by the operator if a situation arises as referred to in article 8, paragraphs 4, 6, 7 or 8;
- if the ship in question, due to unforeseen circumstances, is not available and, despite adequate efforts on the part of the operator, it is not possible to provide another equivalent ship in time;
- by the operator in the event that the number of reservations for the cruise is smaller than the minimum number of participants required, which the customer was made aware of prior to the booking.

3. Notification of termination or dissolution of the contract must be issued in writing, stating the grounds on which this is based. The contract shall be deemed to have dissolved extrajudicially after the notice of termination has been received, but in any case 5 days after dispatch of the notice of termination.
4. If the cause of the termination or dissolution can be attributed to the customer and/or guests, the resulting damage shall be charged to the customer.
5. In the event of termination by the operator, the customer can claim compensation for any damage suffered, unless the failure cannot be attributed to the operator. This damage compensation shall be limited to the agreed price of the cruise.

Article 11 - Liability

1. The liability of the operator for damage is limited to three times the price of the cruise, unless there is personal injury or the damage is caused by deliberate or negligent act(s) on the part of the operator.
2. If an EU treaty or regulation is applicable to a service being provided, the operator shall be entitled to invoke the exclusion or limitation of liability included in that treaty or regulation. [1]
3. The limitation period for submitting a claim for damage compensation is two years.
4. The operator is not liable if the customer/guest was able to claim the damage under an insurance policy of that customer/guest.
5. If the operator proves that the fault or neglect of the customer and/or guest gave rise to the damage or contributed towards it, the operator shall be exempted from their liability, in whole or in part.
6. The operator is not liable for loss of or damage to baggage or property (including cash, jewellery, electronic devices or other valuable items), if this is the result of inadequate care on the part of the customer, including the leaving of valuable property on the ship unattended.
7. The customer is liable for damage, caused by them and/or guests/visitors who stay on board the ship at the invitation of the customer, unless the damage is attributable to the acts or omissions of the operator and/or the captain.
8. The operator is not liable for damage caused by delay, deviation from the agreed start and/or end time of the cruise or the provision of a replacement ship because the agreed ship is not available due to unforeseen circumstances.

Article 12 - Force majeure

1. Force majeure is understood to mean any unforeseen circumstance delaying or preventing the execution of the contract, insofar as this circumstance cannot be prevented by the operator and cannot lawfully, or on the grounds of the contract or social convention, be ascribed to the operator.
2. Force majeure is also understood to include damage to the ship whereby the ship can no longer be deployed for the agreed purpose, where the damage is not attributable to circumstances that the operator could have or should have foreseen or prevented.
3. If the captain takes the view that, given the meteorological conditions, whether or not in combination with the nature of the ship and the group of passengers, it is not responsible to proceed with the cruise, this shall also be considered force majeure.

[1] In order to ensure consistency, it is appropriate to align the provisions of this Directive with international conventions regulating travel services and with the Union passenger rights legislation. Where the organiser is liable for failure to perform or improper performance of the travel services included in the package travel contract, the organiser should be able to invoke the limitations of the liability of service providers set out in such international conventions as the Montreal Convention of 1999 for the Unification of certain Rules for International Carriage by Air ([6]), the Convention of 1980 concerning International Carriage by Rail (COTIF) ([7]) and the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea ([8]). EUR-Lex - 32015L2302 - EN - EUR-Lex (europa.eu) Preamble nr 35.

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4. After dissolution of the contract on the grounds of force majeure, the operator shall be entitled to compensation for the costs incurred, insofar as these costs were incurred before the situation of force majeure which led to dissolution of the contract arose, and insofar as the customer benefits from this.

Article 13 - Assistance and support

The operator is obliged to provide the customer and the guests with assistance and support if they come into difficulty. If the cause of the difficulty is attributable to the customer and/or guests, the cost of the assistance shall be charged to the customer and/or guests.

Article 14 - Insolvency

The operator shall take the necessary measures to ensure that, should the operator, for reasons of monetary incapacity, fail to fulfil or cannot continue to fulfil their obligations towards the customer, either these obligations are transferred to a third party or the price of the cruise is repaid or, if the cruise has partially taken place, a proportional part of the price is repaid. Where applicable, the operator shall also take care of the repatriation of the customer and guests.

Article 15 - Complaints

1. Complaints regarding the execution of the contract should be made during the cruise as quickly as possible, so that a solution can be sought. If this does not lead to a satisfactory result, or if the issue giving rise to the complaint is only discovered after the cruise, the complaint should be submitted to the operator in writing or by e-mail, clearly described and explained, within a reasonable time of discovering the issue underlying the complaint.
2. Complaints about invoices should be submitted to the operator, preferably in writing and clearly described and explained, within a reasonable time of receiving the invoice in question.
3. Failure to submit the complaint on time may result in the customer losing their rights in this regard, unless the failure to abide by the time limit cannot reasonably be invoked against the customer.
4. If it becomes clear that the complaint cannot be resolved in mutual discussion, the situation shall be deemed to be a dispute.

Article 16 - Disputes and forum selection

All disputes relating to this contract shall be governed by Dutch law, unless a different law is applicable on the grounds of mandatory regulations.