



## Terms and Conditions Private Canal Cruises

### 1. Definitions

These Terms and Conditions include:

A. Services: The Private Canal Cruises, under these terms and conditions, offer and supply services that are offered to the other party / client, of one or more trips with one or more vessels for a number of persons, as further defined in the agreements concluded between these parties.

B. Client: The party to whom Private Canal Cruises has made an offer or with whom an agreement has been entered into, as well as the persons / passengers for whom the other party has entered into the agreement.

C. Contractor: Private Canal Cruises, which is commissioned by the client or provides services as described above, hereafter referred to as "Private Canal Cruises".

### 2. Applicability of these conditions

A. These Terms and Conditions apply to all offers and agreements of Private Canal Cruises. Unless otherwise agreed in writing, these terms shall be deemed to be accepted by the client of Private Canal Cruises. These conditions can only be deviated from if Private Canal Cruises has confirmed this in writing.

B. Anyone participating in the trips/services offered by Private Canal Cruises is considered to know and agree with the contents of these terms and conditions.

C. These Terms and Conditions shall be treated as the permanently customary terms of Private Canal Cruises and are deemed to be applicable on (future) follow-up and / or additional offers, as well as agreements and / or the creation or execution thereof.

D. Any terms and conditions used by the other party shall not apply unless these are explicitly accepted by Private Canal Cruises. Client documents that are signed by Private Canal Cruises in which such conditions apply or are stated, do not apply as a written acceptance by Private Canal Cruises.

### 3. Offers

A. Unless a period of validity is explicitly stated in the offer, all offers from Private Canal Cruises are non-committal.

B. Private Canal Cruises reserves the right to refuse an assignment without mentioning reasons.

C. If Private Canal Cruises has started fulfillment, at the request of the other party, of a private offer made by Private Canal Cruises to the relevant other party, the other party is deemed to have, from the date of implementation with Private Canal Cruises, entered into an agreement in accordance with the requirements of Private Canal Cruises offer.





#### **4. Establishment and implementation of the agreement**

A. The agreement is established by written confirmation from Private Canal Cruises to the Client that the assignment is accepted or by signing the agreement by the client's party. In urgent cases, the agreement can also be concluded verbally. The client's party must pay the transfer and any catering immediately, unless agreed differently with Private Canal Cruises. Payments must be signed by both parties.

B. The client is not entitled to transfer the agreement with Private Canal Cruises without the prior written consent of Private Canal Cruises in whole or in part to third parties.

C. Private Canal Cruises determines the manner in which the assignment is executed within the limits of what has been agreed in writing by both parties.

#### **5. Modified fulfillment**

If, before or during the fulfillment of the agreement it appears that, due to unforeseen circumstances, the agreement or a part thereof can only be carried out by implementing a change, the party that is first aware of these circumstances shall consult with the other party. Private Canal Cruises will indicate the financial consequences to the other party.

#### **6. Changes**

Changes to the agreement and deviations from these terms and conditions will only apply if they have been agreed in writing between the parties. If changes lead to an increase or decrease in the costs, resulting in a change in the price, these changes need to be agreed between the parties in writing.

#### **7. Cancellation by the other party**

Under the conditions set out below, the other party is entitled to cancel the agreement that is agreed between the two parties. Cancellation is made by a written, signed for notice to Private Canal Cruises. The cancellation date is the date on which Private Canal Cruises receives the notice.

In case of cancellation, a percentage of the invoiced amount is due. This depends on the number of weeks or hours prior to the booked trip.

Up to 3 weeks prior the booked trip: 10% is due

1 to 3 weeks prior the booked trip: 50% is due

2 to 7 days prior the booked tour: 75% is due

Within 48 hours of the booked trip: 100% is due

#### **8. Payments**

A. Payments by the other party to Private Canal Cruises must be made in accordance with the billing terms on the invoice without settlement or suspension for any reason whatsoever. In the absence of such conditions, payment must be made within fourteen days of the invoice date. If the payment has not been received within the agreed term, then the other party is in default.

B. Objections relating to the invoice must be submitted in writing to Private Canal Cruises within 8 days after the invoice date.

C. Private Canal Cruises reserves the right to claim advance payment.



D. In case of non-cash payment, the date of payment is the date the account of Private Canal Cruises is credited. For cash payment, only the receipt given by Private Canal Cruises is valid as proof of the time of payment.

E. Payment must be made within the specified time limits. In the absence thereof the other party is in default.

### **9. Costs in case of non-payment or non-timely payment**

A. From the date of default, the other party is owed a contractual interest rate of 2% per month, whereby part of the month is being counted as a whole month. Furthermore, Private Canal Cruises is then entitled to suspend the fulfillment of the agreement. It is the client's party that is accountable for all costs, both in and out of court, which Private Canal Cruises must incur as a result of non-compliance with its obligations.

B. All costs incurred by Private Canal Cruises for the purpose of enforcing its rights, including all extrajudicial costs in the event of the appointment of an authorized representative, attorney or bailiff, shall be borne by the client.

C. The extrajudicial costs amount to at least 15% (excluding VAT) of the amount due with a minimum of € 235, - (excluding VAT) per claim. If Private Canal Cruises can demonstrate to have reasonably been required to make higher extrajudicial costs, these will also come for the account of the other party. All costs incurred in judicial collection will be accountable to the other party including those of the judicial execution.

D. Private Canal Cruises has, towards the other party who has not paid, without prejudice towards its other rights under the terms and / or the law, the right:

To claim immediate payment in respect of the other party and/or demand security for the payment of all current agreements;

Suspend its performance (s), also from other agreements with the other party, without prejudice to her right to claim simultaneous or later security for the payment;

To dissolve the agreement in question, in whole or as far as not fulfilled in part, by a written statement from Private Canal Cruises;

To dissolve one, more or all of the current agreements, in respect of which the other party is not in default, in whole or as far as not fulfilled in part, by a written statement from Private Canal Cruises;

To demand payment in full, even if payment has been agreed upon in terms of the full amount.

E. Except in case of use of the right of dissolution, Private Canal Cruises may at any time change its options from the rights mentioned in this article.

### **10. Price**

All prices are inclusive of VAT and any other charges imposed by the government. All prices are based on the circumstances that were applied, such as those at the time of closing the agreement. If these circumstances change after the conclusion of the agreement, Private Canal Cruises is entitled to change the prices, indicating more or less costs that are increasing or decreasing the agreed prices by the amount with which the costs are increased or decreased. Among the circumstances mentioned are: taxes domestic or foreign, wages, price and exchange rate fluctuations.





### **11. Confidential Information**

The parties are obliged to secrecy regarding confidential information from the other party. Each party will take all reasonable measures to fulfill the obligation as well as possible.

### **12. Co-operation from the other party**

A. The client will provide Private Canal Cruises with all necessary information in a timely manner.

B. If the information required for the fulfillment of the agreement is not available to Private Canal Cruises or not on time or not in accordance with the arrangements or the other party otherwise fails to fulfill its obligations towards Private Canal Cruises, this may lead to suspension of the compliance with the obligations of Private Canal Cruises. This may incur additional costs that will be charged to the client.

C. The other party is obliged to follow up the instructions of (the employees of) Private Canal Cruises immediately. Access to the boat and the jetty can be refused by Private Canal Cruises without mention of reasons, if deemed necessary in connection with, for example, security and public order.

D. There can be no deviation from the starting time of the trip. The boat leaves at the agreed time. The late or non-arrival of (part of) the passengers is at the the risk and account of the other party. On request and then confirmed by written request by the other party, it is possible to wait until all passengers are present. Deviations from the agreed departure time is entirely at the expense and risk of the other party. The duration of the boat trip will then be shortened to the same length as the delay that has taken place. In the event of a possible extension of the trip, the price will be automatically and proportionally higher and will then be recalculation.

### **13. Objections**

A. Objections are understood to mean all the other party's complaints regarding the fulfillment of the agreement by Private Canal Cruises.

B. Objections can only be validly made if they are in writing and have been motivated and submitted within 8 business days after the services / performances have been provided by Private Canal Cruises, without prejudice to the provisions in the following articles.

C. Small variations considered in the daily traffic or in the fulfillment of the agreement cannot provide grounds for objections.

D. The submission of objections does not suspend the obligatory payment from the other party.

E. If, within the above periods, the client has not objected, then the client deemed to have approved the services and / or invoices provided. Failure of notification shall void all claims from the other party.



#### **14. Liability for damages**

A. Private Canal Cruises is not liable for damage resulting from a defective or non-timely fulfillment of the agreement, nor is it liable for any other direct and / or indirect damage or injury, of the other party, unless such damage is the result of gross negligence, recklessness or intent.

B. In all cases where Private Canal Cruises is held for any damages, this will not be more than the amount of the underlying contract Private Canal Cruises is due to invoice or has invoiced to the client (excluding VAT).

C. After the objection period referred to in article 13, Private Canal Cruises is no longer liable for her shortcomings, unless there is a written agreed warranty.

D. Private Canal Cruises expressly excludes all liability to all persons for which Private Canal Cruises has enabled services.

E. The legal action of the other party for compensation for damages is void and is therefore not admissible if it is set one year after fulfillment of the relevant agreement. The other party indemnifies Private Canal Cruises for damages suffered by a third party in the fulfillment of the agreement between the parties.

F. The other party is responsible and liable for the behavior of the passengers they brought on board. The other party is required to take out any necessary insurance, at its own risk.

G. The other party is liable for damage due to the loss and / or damage of property and possessions of Private Canal Cruises caused by the other party or persons for which the other party is liable.

#### **15. Force Majeure**

A. None of the parties are required to fulfill any obligation if this is prevented as a result of a circumstance that cannot be blamed for its fault on anyone and is also, under the law, legally or by accepted valid views not accountable for like storm damage, natural disasters, impediment by third parties, impeding measures of any government, war, strike, fire, malfunction and accidents in third party companies, as well as shortcomings or force majeure of suppliers or third parties whose services are used by Private Canal Cruises.

B. In case of force majeure or other circumstances of such a nature as to reasonably and in fairness (further) compliance with the agreement cannot be required, the fulfillment of the agreement will be suspended or, if such a suspension has lasted uninterrupted for at least three months or as soon as it is clear it will last longer than three months, the other party may end (part of) the agreement with immediate effect, without judicial intervention by means of a registered letter to the other party. This right to termination expires if, before it has been used, the commitment, whose compliance by force majeure was temporarily prevented, will still be met.

C. In case of termination of the agreement due to force majeure, the obligations of the agreement are ended, provided that when the agreement has already been partially met by Private Canal Cruises, the other party has to pay a proportionate share of the agreed price to Private Canal Cruises.



D. In cases of force majeure, the parties may not claim compensation from each other.

### **16. Suspension and termination**

A. If, in the opinion of Private Canal Cruises, the creditworthiness of the other party might be a reason for Private Canal Cruises to ask further security at any time or request for advance payment, in case of failure of this, Private Canal Cruises has the right to suspend the agreement.

B. In the event that the other party fails to comply with one or more of its obligations in a timely or proper manner or suspension of payment is requested or the other party is declared bankrupt or access to its assets are wholly or partially lost, Private Canal Cruises has the right to suspend the fulfillment of the agreement or to dissolve the agreement by a written declaration, to its own choice and without prejudice to any right to reimbursement of her damage, costs and interest.

C. If Private Canal Cruises makes use of her jurisdiction referred to in the preceding paragraph for suspension of the fulfillment of the agreement, this does not change the obligation to the other party of payment of the fee agreed with Private Canal Cruises during the period Private Canal Cruises has suspended the performance of its obligations.

D. The other party can only terminate an agreement when Private Canal Cruises, after a valid written notice of default, whereby Private Canal Cruises is given a reasonable time to meet its obligations, and Private Canal Cruises is still failing to comply with its obligations under the agreement in such a way that the other party cannot reasonably be required to allow the agreement.

E. In case the agreement is terminated by Private Canal Cruises due to breach of contract by the client, Private Canal Cruises retains the right to payment of the full agreed price.

F. The dissolution can only be done by registered letter to the other party; judicial intervention is not required. If the other party at the time of the dissolution of the agreement has already received (partial) fulfillment of the agreement, they can only partially dissolve the agreement and only for the part that Private Canal Cruises has not yet fulfilled. Amounts that Private Canal Cruises has billed before the dissolution in connection with what it has already fulfilled of the agreement or delivered, will remain payable and will become immediately payable at the time of dissolution.

### **17. Covid-19 Virus**

A. From June 2020 onwards you will be requested to confirm if you, or any other person in the reservation, is suffering from Covid-19 related symptoms on the moment of confirmation of the reservation.

B. From June 2020 onwards you will be requested to inform us, upon confirmation, if all persons in your reservation belong to the same household.

C. Private Canal Cruises is entitled to cancel a booking at the start, or anytime during the cruise is taking place, in case there is any suspicion about the health condition of one or more guests, or (when more than 4 persons on board) if there is any doubt if all persons belong to the same household.





D. In case of cancellation of the reservation due to Covid-19 virus when there is no travel restriction issued by the government, Private Canal Cruises is entitled to postpone the booking or issue a voucher. But by no means is Private Canal Cruise entitled to refund the already paid amount.

E. When, after confirmation of the reservation, government measures due to Covid-19 virus become stricter and prevent any (inter)national traffic, which prevents either Private Canal Cruises or the client, or both parties, to fulfil the contract, there will be a full refund of the already paid amount.

#### **18. Proof**

Except in the case of counterproof, agreements concerning these terms and conditions apply and the resulting agreements are decisive in the administrative data of Private Canal Cruises.

#### **19. Applicable law and disputes**

These terms and conditions and all agreements issued by Private Canal Cruises are governed by Dutch law. All disputes that may arise with regard to the explanation or fulfillment of these terms or agreements will be submitted to the competent court in Amsterdam.

Amsterdam, June 2020  
Private Canal Cruises

