



General Travel Terms and Conditions Daytrip of Rederij Clipper Stad Amsterdam

ARTICLE 1. DEFINITIONS

The terms used in these General Terms and Conditions, as well as in an Agreement, should be interpreted as follows:

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| a. | Company: | Rederij Clipper <i>Stad Amsterdam</i> BV. |
| b. | Traveler: | Any natural or legal person with whom the Company enters into an Agreement. |
| c. | Agreement: | The Agreement that is concluded between the Company and the Traveler, including any changes and/or additions to this Agreement, in which the Company is obligated towards the Traveler to make a Sailing Trip aboard the Vessel and upon which these General Terms and Conditions are applicable. |
| e. | Sailing Trip: | The entire stay on the Vessel throughout the period stipulated in the Agreement. The days of embarkation and disembarkation shall be considered to be one whole day, regardless of the times of embarkation and disembarkation. The journey to and from the port(s) of embarkation and disembarkation are not included in the travel time. |
| f. | Luggage: | The luggage that the Traveler carries on or with him in the form of easily transportable items that are either portable or can be manually wheeled. |
| g. | Vessel: | The Vessel as stipulated in the Agreement. |
| h. | Travel Sum: | The Price for the Sailing Trip as stipulated in the Agreement, excluding the other (optional) costs which are not necessary for the Sailing Trip, such as (but not limited to) the price for airplane tickets, hotel accommodations, alcoholic consumptions and so on. |

ARTICLE 2. APPLICABILITY

- 2.1 These General Terms and Conditions are part of the Agreement and apply to all legal relationships between the Company and the Traveler, based on a travel agreement or other kind of agreement. These Terms and Conditions are also applicable to all pre-contractual relations between the Company and the Traveler from the moment the Company has submitted a copy of said General Terms and Conditions to the Traveler.
- 2.2 Any changes in and/or additions to one or more of the provisions in the Agreement and/or these General Terms and Conditions shall only be valid if said changes and/or additions have been agreed to by the Company and the Traveler in writing and shall only apply to the Agreement in question.
- 2.3 The Agreement and these General Terms and Conditions reflect all rights and obligations of the Company as well as the Traveler.
- 2.4 The offer of the Company is free of obligation, and can be withdrawn by the Company, if necessary. Withdrawal due to a correction of errors in the calculation of the Travel Sum or of other errors is permitted. In such cases, the Traveler is only entitled to prompt reimbursement of any amounts paid.
- 2.5 Manifest errors and manifest mistakes are not binding on the Company. Such errors and mistakes are errors and mistakes which – from the point of view of the average Traveler – are or should be recognizable as such at first sight.
- 2.6 The Company is not liable or responsible for any information, pictures, brochures, adverts, websites and other information media, about the Sailing Trip as drafted or provided by a third party as well as promises made and expectations created as a result of statements of third parties. The Company is only responsible for the information as determined in the Agreement.
- 2.7 The Company is entitled to terminate the Agreement with immediate effect if the number of bookings is lower than the required minimum number which is required to make the Sailing Trip.
- 2.8 A person who enters into an obligation in the name of or on behalf of another person (the booking party) is jointly and severally liable for all the obligations of the Traveler(s) arising from the Agreement.
- 2.9 In the event of any provision in these General Terms and Conditions being invalid for whatever reason, all other provisions in the General Terms and Conditions shall remain in force. The invalid provision shall, with respect to its content, be deemed to have been replaced by a provision that will come as close to the invalid provision as possible.
- 2.10 The Traveler shall be the Company's other party. The Traveler shall at all times comply fully with the obligations on the Traveler's part resulting from the Agreement and these General Terms and Conditions as well as the prohibitions included in it.
- 2.11 These General Terms and Conditions also extend to all natural and legal persons whom the Company, in the broadest sense of the word, involves or has involved while concluding and/or performing its obligations under the Agreement.
- 2.12 In the event of a conflict between the Agreement and these General Terms and Conditions, the provisions in the Agreement shall be decisive.

ARTICLE 3. INFORMATION PROVIDED BY THE TRAVELER

- 3.1 By entering into the Agreement, the Company has only obligated itself to apply itself to effect the Sailing Trip.



- 3.2 The itinerary shall be determined by the Company.
- 3.3 In the event of the Vessel being inadvertently unavailable, the Company shall exert itself to put into service an equivalent Vessel. If this proves impossible, the Company is entitled to dissolve the agreement.

ARTICLE 4. OBLIGATIONS ON THE PART OF THE TRAVELER AND PRIVACY

- 4.1 Before or no later than at the time the Agreement is concluded, the Traveler will provide the Company with all information regarding him/herself and the Travelers for which he/she has made a booking which is of importance in the conclusion and/or realization of the Agreement, including (but not limited to) the date of birth, nationality, mobile telephone number and e-mail addresses of the Traveler.
- 4.2 Furthermore, the Traveler must provide information concerning the physical and/or mental condition of the Traveler(s) (including the use of alcohol, drugs or medicines) if this physical and/or mental condition could result in discomfort, danger or risks to the Traveler or to other Travelers (passengers and/or crew) or the property of third parties. The Traveler is aware that the Company and/or captain can refuse the Traveler the right to further transport if the information turns out to be incorrect or has not been provided. Information must also be provided on any limited mobility, and on the necessity for accompaniment for minor and disabled Travelers, pregnant women, persons who are ill and other accompanying Travelers. The Traveler is aware that the carrier reserves the right to require a medical declaration with regard to specific medical conditions, and in the event that no such a medical declaration is presented, to refuse the Traveler the right to (further) transport.
- 4.3 The Traveler must also indicate any details which could be of importance to the proper realization of the travel package by the Company in terms of the capacity or composition of the party for which he/she has made a booking.
- 4.4 The Company is obligated to provide a passenger list, because the Vessel will most likely be moored at a passenger terminal. In these locations there are measures in force designed to protect the safety of the port, the ships and the people there. These measures are similar to those in force at airports. The passenger list is needed by the port facility and the ship to control who can enter the passenger terminal or the ship. This list must be completed and in our possession 72 hours before the daytrip or in port event. Embarking guest must be able to present a photo ID, such as a passport or an ID-card, to enable security personnel to verify their identity.
- 4.5 If the Traveler does not comply with his/her obligations to provide information, and this results in said Traveler(s) being excluded from (further) participation in the travel package in accordance with the provision in Article 13.3, the costs referred to in said Article will be charged to him/her.
- 4.6 The processing of personal data in the context of the provision of services takes place in accordance with the applicable laws and regulations regarding the protection of personal data, including the General Data Protection Regulation (prevailing Privacy Law). In the context of the provision service, the Company can be regarded as the controller. The Company processes the personal data of Travelers in accordance with Applicable Privacy Law. For inquiries regarding the processing of personal data that fall under its responsibility, the Company refers to the information listed in its Privacy Terms.

ARTICLE 5. PAYMENT INTEREST AND COLLECTION COSTS

- 5.1 At the moment the Agreement is realized, a deposit must be paid of 50% of the total agreed Travel Sum.
- 5.2 Deviating payment arrangement shall only apply if they are confirmed in writing by the Company.
- 5.3 The remainder of the Travel Sum must be in the possession of the Company no later than 60 days before the day of departure. The Traveler will be in default if payment is not made on time. If the Traveler does not pay on time, the Company will send the Traveler a payment reminder, giving the Traveler a further 7-day period to make the payment. If payment has still not been made by that time, the Agreement will be deemed to have been cancelled on the day of default. The Company is entitled to charge the cancellation costs owed in this context. In such cases, the provisions of 8.6 are applicable, and the cancellation fee will be deducted from the amounts already paid.
- 5.4 If the Agreement is realized less than eight (8) weeks before the date of departure, the entire Travel Sum must be paid immediately, in full.
- 5.5 A Traveler who does not comply with a financial obligation to the Company in good time will owe the statutory interest rate on the remaining amount owed. The Traveler will also be required to reimburse any collection costs reasonably incurred by the Company.

ARTICLE 6. TRAVEL SUM

- 6.1 The published Travel Sum is per person, unless otherwise indicated. This includes only the services and provisions stated in the publication, whether or not specified in separate cost elements, including unavoidable additional costs which the Traveler must pay for the services offered which are known at the moment of publication. The term unavoidable additional costs shall include costs which are inextricably linked with the service offered. This does not include the costs of additional services which are provided at the request of the Traveler by the Company or by third parties, such as insurance premiums and costs charged per party at the time of booking and which vary depending on the size of the party, and reservation fees which can vary by sales channel.



- 6.2 The published Travel Sum is based on the prices, levies and taxes that were known to the Company at the time of its publication.

ARTICLE 7. TRAVEL AGREEMENT DOCUMENTS AND TRAVELERS' REQUIRED TRAVEL DOCUMENTS

The Traveler him/herself is responsible for having the necessary travel documents with him/her, such as a valid passport or, where permitted, an identity card and any necessary visas, proofs of immunizations and vaccinations, driving license and international motor insurance certificate. If the Traveler is unable to undertake all or part of the travel package as a result of not being in possession of any document, or of such a document not being valid, any and all consequences of this will be at the Traveler's expense, unless the Company has undertaken that it would arrange the document in question, and its absence can be imputed to the Company.

ARTICLE 8. CANCELLATION BY THE COMPANY

- 8.1 The Company is entitled to terminate the Agreement due to exceptional circumstances.
- 8.2 The term exceptional circumstances is deemed to mean circumstances which are of such a nature that it cannot reasonably be expected of the Company that it remains bound by the Agreement.
- 8.3 An exceptional circumstance for the Company is deemed to exist in any event if a "Dekkingsbeperking" (cover restriction) or a "Uitkeringsvatbare situatie" (payout eligibility situation) as determined by the Calamity Committee of the Calamity Fund is applicable before the date of departure, for the area in question.
- 8.4 If the cause of the cancellation can be attributed to the Traveler, the loss arising from this will be borne by the Traveler.
- 8.5 If the cause of the cancellation can be attributed to the Company, the loss arising from this will be borne by the Company. Whether this is the case is determined on the basis of Article 10. If the cause of the termination cannot be attributed to either the Traveler or the Company, each of the parties will bear their own loss as stated in Article 11.
- 8.6 In the event of the Traveler cancelling (*opzegging*) the Agreement, the following percentages of the price shall apply:
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| a. Cancellation 180 to 60 days before commencement of the Sailing Trip: | 10 % |
| b. Cancellation 59 to 30 days before commencement of the Sailing Trip: | 50 % |
| c. Cancellation 29 days or less before commencement of the Sailing Trip: | 100 % |
- 8.7 Cancellation of the Agreement must be effected in writing. The date of receipt of the notice of cancellation by the Traveler shall be regarded as the date of cancellation.

ARTICLE 9. CANCELLATION BY THE COMPANY

- 9.1 The Company is entitled to change the agreed service provision due to exceptional circumstances as described in greater detail in Article 8.2. The Company will notify the Traveler of changes within three calendar days of being notified of the change. As of 10 calendar days before departure the Company will notify the Traveler within one calendar day regarded as the date of cancellation.
- 9.2 If the change pertains to one or more essential points, the Traveler can reject the change(s).
- 9.3 If the change pertains to one or more essential points, the Traveler can only reject the change if the change does not cause a disadvantage to the Traveler which is more than of slight significance.
- 9.4 In the event of a change, the Company will make the Traveler an alternative offer, if possible. The Company will do this within three calendar days of being notified of the change. As of 10 calendar days before departure a period of one calendar day applies for this.
- 9.5 The alternative offer must be at least equivalent. The equivalence of alternative accommodation must be evaluated on the basis of objective standards and must be determined according to the following circumstances which must be apparent from the replacement offer:
- the siting of the accommodation in the destination location;
 - the nature and class of the accommodation;
 - the other facilities which the accommodation offers.
- 9.6 The evaluation referred to above must take into account:
- the composition of the party;
 - the special characteristics or circumstances of the Traveler(s) involved, deemed by the Traveler(s) to be of essential importance, made known to the Company and confirmed by the Company in writing;
 - the deviations from or additions to the program requested by the Traveler, which have been confirmed by the Company in writing.
- 9.7 A Traveler who makes use of his/her right to reject the change or alternative offer pursuant to the previous paragraphs must make this known within three calendar days of receipt of the notice on the change or of the alternative offer. As of 10 calendar days before departure, a period of one calendar day is applicable to this.



- 9.8 If the Traveler rejects the change of the alternative offer, the Company is entitled to terminate the Agreement with immediate effect. The Traveler must make use of this right within three calendar days of receipt of the change, on penalty of forfeiture. As of 10 calendar days before departure a period of one calendar day applies for this. In such cases, the Traveler is entitled to a waiver of the Travel Sum or reimbursement of the Travel Sum (or, if the travel package has already been partially taken, to reimbursement of a proportionate part thereof) within two weeks, without prejudice to any right the Traveler may have to compensation for loss as referred to in Article 9.10.
- 9.9 If the period referred to in paragraphs 1, 2 and 3 of this Article ends on a Sunday or a public holiday, the period will be extended to 12 noon on the next working day.
- 9.10 If the cause of the change can be attributed to the Company, the loss of the Traveler arising from this will be borne by the Company. Whether this is the case is determined on the basis of Article 10. If the cause of the change can be attributed to the Traveler, the loss arising from this will be borne by the Traveler. If the cause of the change cannot be attributed to either the Traveler or the Company, each of the parties will bear their own loss as stated in Article 11.
- 9.11 If a significant portion of the services to which the Agreement pertains cannot be provided after the commencement of an agreed travel package, the Company will ensure that suitable alternative arrangements are made with a view to continuation of the journey. (For the costs of this, see Article 11). If such arrangements are not possible, the Company will provide the Traveler(s) with an equivalent means of transport, if necessary, which will bring him/her to the departure location or another return location agreed with the Traveler(s). (For the costs of this, see Article 11.)
- 9.12 Without prejudice to the provisions in Article 13.5, the Company is required to notify the Traveler(s) of a change to the departure time implemented by the Company. With regard to the return journey, this obligation does not apply to Travelers who have only booked transport and/or whose accommodation address is unknown.

ARTICLE 10. EXPECTATIONS OF THE TRAVELER

- 10.1 The Travelers shall accept the Vessel in the form and condition it is in at the start of the Sailing Trip.
- 10.2 If the Sailing Trip fails to meet the reasonable expectations the Traveler may have in accordance with these general terms and conditions, the Traveler is required to notify the parties involved as quickly as possible, as referred to in Article 14.1.
- 10.3 If the travel package fails to meet the expectations referred to in Article 10.2, the Company is possibly required to reimburse the Traveler for any loss, without prejudice to the provisions in Article 11 Article 12 and Article 13, unless the failure in the performance is not attributable to the Company or to the person assisting him in the fulfilment of the Agreement, because:
- a. the failure in the performance of the Agreement is attributable to the Traveler; or
 - b. the failure in the performance of the Agreement could not be foreseen or could not be neutralized and is attributable to a third party who was not involved in the provision of the services included in the travel package; or
 - c. the failure in the performance of the Agreement is caused by an event which could not be foreseen or rectified, despite exercising all due care, by the Company or by the person assisting with the fulfilment of the Agreement; or
 - d. the failure in the performance of the Agreement is caused by force majeure as referred to in Article 10.5
- 10.4 Contrary to Article 10.3, if a Traveler is unable to reach the port of departure, or unable to reach it in time, as a result of the flight to the port of departure being unable to leave due to extreme weather conditions and/or government measures which make the flight impossible, this will be at the risk of the Traveler. The Traveler has hereby been informed of this risk and its insurability.
- 10.5 The term force majeure is deemed to include abnormal and unforeseen conditions which are independent of the will of the person invoking it, and the consequences of which could not be avoided, despite all precautionary measures.

ARTICLE 11. HELP AND ASSISTANCE

- 11.1 Depending on the circumstances, the Company is required to provide the Traveler with help and assistance if the travel package does not meet the expectations which the Traveler could reasonably have on the grounds of the Agreement. The costs arising from this shall be borne by the Company if the failure in the performance of the Agreement is attributable to the Company in accordance with Article 10.3.
- 11.2 In the event that the cause is attributable to the Traveler, the Company is only required to provide help and assistance inasmuch as this can reasonably be expected of it. In such cases, the costs will be borne by the Traveler.
- 11.3 In the event that the travel package does not meet the expectations which the Traveler could reasonably have had as a result of circumstances which are attributable to neither the Traveler nor the Company, each party will bear its own loss. For the Company, this will include extra manpower; for the Traveler this will include additional accommodation and repatriation costs.



ARTICLE 12. EXCLUSIONS AND RESTRICTIONS TO LIABILITY OF COMPANY

- 12.1 In the event that a service included in the travel package is subject to a Convention, bye-law or law which awards or permits an exclusion or limitation of liability on the part of the service provider, the liability of the Company is also accordingly excluded or limited.
- 12.2 The Company is also not liable if and inasmuch as the Traveler is able to recover his/her loss under an insurance policy, such as a travel insurance and/or cancellation cost insurance policy. The Traveler shall provide the Company with the insurance policy as mentioned in Article 13.8 upon first request of the Company as soon as possible.
- 12.3 In the event that the Company is liable vis-à-vis the Traveler for loss of travel enjoyment, the payment will be a maximum of one time the Travel Sum.
- 12.4 The Company cannot be held liable for any damages caused by delays (whatever the cause and moment of occurrence i.e. before, during or after the Sailing Trip) or by whatever deviation from the agreed commencement and finishing time of the Sailing Trip, except if this damage is the immediate result of deliberate recklessness or intent on the part of the Company.
- 12.5 Without prejudice to the provision in the previous paragraphs of this Article, the liability of the Company for loss other than that caused by the death of or injury to the Traveler is limited to a maximum of three times the Travel Sum, except in cases of intent or gross negligence on the part of the Company. In such cases, the Company's liability is unlimited.
- 12.6 The Company is also not liable for damage as a result of the actions of Travelers which are not in accordance with Article 13.1, including (but not limited to) climbing parts of or on board of the Vessel.
- 12.7 The exclusions and/or limitations of liability of the Company contained in this Article also apply to employees of the Company and the service providers involved, as well as their staff, unless a Convention, bye-law or law excludes this.

ARTICLE 13. OBLIGATIONS OF THE TRAVELER

- 13.1 The Traveler(s) is/are required to comply with all instructions of the Company in the context of promoting a good fulfilment of the travel package and is/are liable for loss caused by his/her/their unauthorized behavior, to be evaluated according to the standard of the behavior of a properly behaved Traveler.
- 13.2 The Traveler who causes or could cause hindrance or nuisance to such an extent that a good fulfilment of a travel package is or could be greatly impeded may be excluded from the travel package or the rest of the travel package by the Company, if it cannot reasonably be required of the Company to fulfil the Agreement.
- 13.3 All costs arising from a situation as described in Article 13.2 will be borne by the Traveler, if and inasmuch as the consequences of hindrance or nuisance can be attributed to the Traveler. If and inasmuch as the cause of the exclusion cannot be attributed to the Traveler, he/she will be reimbursed the Travel Sum or part thereof.
- 13.4 The Traveler is required to avoid or limit any loss as much as possible, in particular by complying with his/her reporting obligation as described in greater detail in Article 14.1.
- 13.5 Each Traveler must ascertain the exact time of departure for the return journey from the travel package representative or the local agent of the Company no later than 24 hours before the stated time of departure.
- 13.6 It is not permitted to bring items/goods on board other than Luggage, especially hazardous (in the broadest sense of the word) goods, drugs, smuggled goods and/or pets, unless prior approval of the Company and/or the captain of the Vessel has been obtained.
- 13.7 Luggage is not to cause any hindrance.
- 13.8 The Traveler is obligated to obtain travel insurance with coverage for medical costs, accidents and repatriation. The Company can ask for proof of this before departure. If such insurance is not obtained by the Traveler, this can result in the exclusion from the Sailing Trip. The Company is not liable for any costs which could have been prevented by obtaining such insurance, including (but not limited to) the exclusion from the Sailing Trip.
- 13.9 The Traveler is obligated to act in accordance with all laws, import restrictions, regulations and directives. Not doing is the own responsibility of the Traveler and can lead to prosecution and the consequences as mentioned in Article 13.10 and Article 13.11.
- 13.10 The Traveler which to the standards of the Company engages in such nuisance or trouble that a proper fulfilment of the Sailing Trip is made difficult or could be made difficult, can be excluded from the Sailing Trip, if the Company cannot be reasonably expected to fulfil the Agreement.
- 13.11 All costs resulting from a situation as mentioned in Article 13.10, including (but not limited to) damage to the environment, other Travelers or possession, hotels and ships are for risk and the account of the Traveler, in case and in as far as the consequences of nuisance or burden can be attributed to the Traveler.



ARTICLE 14. COMPLAINTS DURING THE TRAVEL

- 14.1 A failure in the performance of the Agreement as referred to in Article 10.2 must be notified as quickly as possible on site, so that a solution can be sought. In this context, the Traveler must report – in the following sequence – to: the captain, the service provider in question, the local Company representative or, if he/she is not present or available, the Company. In the event that the shortcoming is not removed, and negatively affects the quality of the travel package, this must in any event be notified immediately to the Company in the Netherlands.
- 14.2 If a failure is not resolved satisfactorily on site, the Company will ensure that there is an adequate possibility to record a complaint in writing in the prescribed manner (complaint report).
- 14.3 The Company will ensure that there is information in the travel documents regarding the procedure to be followed on site, the contact details and availability of the persons in question.

ARTICLE 15. COMPLAINTS AFTER THE TRAVEL PACKAGE

- 15.1 If after the Traveler has met its obligations to report and file a complaint in accordance with Article 14 and such complaint has still not been resolved satisfactorily, it must be submitted in writing, giving details, to the Company within one month of the end of the travel package (or the service used), or after the original date of departure if the travel package has not gone ahead. The Traveler must enclose a copy of the complaint report with this.
- 15.2 If the complaint relates to the realization of an Agreement, it must be submitted within one month of the Traveler taking cognizance of the facts to which the complaint relates.
- 15.3 In the event that the Traveler does not submit the complaint in good time, it will not be processed by the Company, unless the Traveler cannot reasonably be blamed for this. The Company will notify the Traveler in this respect in writing or electronically.
- 15.4 The Company will issue a written response no later than one month after receipt of the complaint.

ARTICLE 16. APPLICABLE LAW

- 16.1 Dutch law shall apply to the Agreement and these General Terms and Conditions.
- 16.2 Any disputes arising from the Agreement and/or these General Terms and Conditions shall be exclusively referred to the competent court at Amsterdam. The Traveler/natural person, not acting in a professional capacity or as a company, shall, for the duration of at least one (1) month after the Company has appealed in writing against the settlement by the court referred to in the preceding sentence, be entitled to choose the statutorily competent court for the settlement.

ARTICLE 17. FILING

- 17.1 These General Terms and Conditions have been filed with the court of law in Amsterdam, The Netherlands, under deposit number 89/2018.
- 17.2 The latest version as filed or the version which was attached to the Agreement with the Company.
- 17.3 The Dutch text of the general terms and conditions determines the interpretation of the translated version.