



General Terms and Conditions Multi-Day Package Tours of Rederij Clipper Stad Amsterdam 2023

If you book a sailing trip with Rederij Clipper Stad Amsterdam B.V. that includes an overnight stay or covers a period of at least 24 hours, this constitutes a package tour within the meaning of the Directive (EU) 2015/2302 on package travel and linked travel arrangements. These General Terms and Conditions of Travel of Rederij Clipper Stad Amsterdam to inform you about your rights and duties in connection with your package tour.

ARTICLE 1. DEFINITIONS

- 1.1 The terms used in these General Terms and Conditions of Travel, as well as in an Agreement, should be interpreted as follows:
- a. **Company:** Rederij Clipper Stad Amsterdam B.V.
 - b. **Applicant** the person who enters into an Agreement on behalf of or for the benefit of another, this other being the Passenger
 - c. **Passenger:** any natural person with whom the Company enters into an Agreement, either through or without an Applicant. The Passenger shall be the Company's contracting party.
 - d. **Agreement:** the agreement that is concluded between the Company and the Passenger, as well as any changes or additions to such agreement, pursuant to which the Company is under the obligation with the Passenger to make a Sailing Trip aboard the Vessel. The Agreement is recorded in a document setting forth the specifications and conditions (including these General Terms and Conditions of Travel) of the Sailing Trip.
 - e. **Sailing Trip:** the entire stay aboard the Vessel throughout the period stipulated in the Agreement. The days of embarkation and disembarkation shall be considered to be one whole day each, irrespective of the times of embarkation or disembarkation. Journey time to and from the port of embarkation and port of disembarkation are not included in the travel time. If the Sailing Trip includes an overnight stay or covers a period of at least 24 hours, then the Sailing Trip becomes a package tour within the meaning of the European Directive 2015/2302 on package travel and linked travel arrangements.
 - f. **Luggage:** The Luggage that the Passenger carries on or with them in the form of easily transportable items that are either portable or manually wheelable.
 - g. **Vessel:** The Vessel as stipulated in the Agreement or the Vessel which is used to carry out the Sailing Trip.
 - h. **Travel Sum:** the price for the Sailing Trip as stipulated in the Agreement, including taxes and, if applicable, all additional fees, surcharges and other costs, excluding the other (optional) costs which are not necessary for the occurrence of the Sailing Trip in itself, including 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 of Travel are part of the Agreement and apply to all legal relationships between the Company and the Passenger, by virtue of or in connection with an Agreement and/or any legal relationship that relates thereto or arises therefrom.
- 2.2 Any changes and/or additions to one or more provisions of the Agreement and/or these General Terms and Conditions of Travel shall be valid only if said changes and/or additions have been agreed to by the Company and the Passenger in writing and such changes and/or additions shall apply to the relevant Agreement only.
- 2.3 Any offer by the Company shall be without obligation and may 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 shall be permitted. In such event, the Passenger shall be entitled only to reimbursement of any amounts paid.
- 2.4 Manifest errors and manifest mistakes shall not be binding on the Company. Manifest errors and manifest mistakes shall be understood to mean errors and mistakes which - from the perspective of the average Passenger - are or should be instantly recognisable as such.
- 2.5 Any changes and/or additions to one or more provisions of the Agreement and/or these General Terms and Conditions of Travel shall be valid only if said changes and/or additions have been agreed to by the Company and the Passenger in writing and such changes and/or additions shall apply to the relevant Agreement only.
- 2.6 The Passenger cannot derive any rights from general information in photographs, brochures, advertisements, websites and other information about the Sailing Trip. This applies mutatis mutandis to any promises that have been made and/or expectations that have been raised by third parties. The Company is responsible only for the information laid down in the Agreement.
- 2.7 The Applicant shall be jointly and severally liable for the performance of all obligations of the Passengers ensuing from the Agreement. The Applicant shall ensure that the Passenger accepts the Agreement in its entirety. The Applicant shall indemnify the Company for any claims the Passenger may make against the Company for which the Company would not have been liable under the Agreement.
- 2.8 If, for whatever reason, any provision in these General Terms and Conditions of Travel is held to be invalid, this will not affect the validity of the remaining provisions of these General Terms and Conditions of Travel. The invalid provision shall be deemed to have been replaced by a provision whose purport and scope approximates the invalid provision as closely as possible.
- 2.9 The Passenger shall be the Company's contracting party. The Passenger shall at all times comply fully with the obligations arising out of the Agreement and these General Terms and Conditions of Travel as well as with the prohibitions contained therein.



- 2.10 These General Terms and Conditions of Travel shall extend to all natural persons and legal entities whose services the Company, in the broadest sense, makes or intends to make use of in the conclusion and/or execution of the Agreement.
- 2.11 In the event of any conflict between the terms of the Agreement and these General Terms and Conditions of Travel, the provisions of the Agreement will prevail. These General Terms and Conditions of Travel can be consulted on the website of the Company.

ARTICLE 3. DATA PROVIDED BY THE PASSENGER; PRIVACY

- 3.1 Before or no later than at the time of conclusion of the Agreement, the Passenger shall provide to the Company the personal data of each of the Passengers that are relevant for the conclusion and/or the performance of the Agreement, including but not limited to the date of birth, nationality, mobile telephone number and email address of each of the Passenger(s) concerned.
- 3.2 In addition, for each of the Passengers information shall be provided about the physical and/or mental condition of the Passenger(s) (including the use of alcohol, drugs and medicines) if this physical and/or mental condition might cause any danger or risks to the Passenger concerned or to other passengers (the crew included) or the personal property of the Company or third parties. The Passenger is aware that the Company and/or the captain may refuse the Passenger the right to (continued) transportation if the information proves incomplete or incorrect or is not provided at all. Information shall also be provided regarding Passengers with limited mobility, and on the necessity of accompanying minor and disabled Passengers, pregnant women, persons who are ill and other Passengers requiring assistance. The Passenger is aware that the Company reserves the right to require a medical statement with regard to specific medical conditions and, in the event that no such statement is presented, to refuse the Passenger the right to (continued) transportation.
- 3.3 The Passenger shall also provide details concerning the capacity or the composition of the group of Passengers for which they have made a booking to the extent that such details may be of importance for the proper performance of the trip by the Company.
- 3.4 The Company is obliged to provide a Passenger List, because the Vessel is highly likely to moor at one or multiple passenger terminals. On these locations, rules are in force, designed to protect the safety of the port, the vessels and the people present there. The Passenger List is necessary for the port authority and the crew of the Vessel to determine which persons are allowed to enter the passenger terminal and/or board the Vessel. For this reason, the Passenger is required to carry proof of identity with photo, such as a passport or identity card, on them at all times during the Sailing Trip.
- 3.5 The processing of personal data within the context of the provision of services shall be in accordance with the applicable laws and regulations for the protection of personal data, including the General Data Protection Regulation (GDPR) (Applicable Privacy Law). For the purpose of the provision of services, the Company shall be understood to be the controller. The Company shall process the personal data of the Passengers in accordance with the



Applicable Privacy Law. For information about the processing of personal data under its responsibility the Company refers to the information set forth in its Privacy Policy.

ARTICLE 4. PAYMENT, INTEREST AND COSTS OF COLLECTION

- 4.1 At the conclusion of the Agreement, a deposit must be paid equalling 50% of the total agreed Travel Sum.
- 4.2 Payment arrangements deviating from this requirement shall apply only if confirmed in writing by the Company.
- 4.3 The remainder of the Travel Sum must be in the possession of the Company no later than sixty (60) days before the day of departure. The Passenger shall be in default if payment is not made on time. The Passenger shall be reminded thereof in writing by or on behalf of the Company, following which reminder the Passenger has a period of seven (7) working days to effect payment of the amount due after all. If payment is still not effected within said period, the Agreement will be deemed to be cancelled with effect from the day of expiry of said period. The Company shall then be entitled to charge the cancellation fee owed in this context. In that event, the provisions of article 7.5 shall apply and all amounts paid shall be set off against the cancellation fee.
- 4.4 If the Agreement is concluded within eight (8) weeks before the set day of departure, the entire Travel Sum must be paid at once.
- 4.5 Any Passenger who has not fulfilled a financial obligation to the Company in good time shall owe interest at the statutory rate on the remaining amount payable. The Passenger shall also pay any extrajudicial costs of collection reasonably incurred by the Company.

ARTICLE 5. TRAVEL SUM

- 5.1 Unless otherwise stipulated, the Travel Sum shall be per person.

The Travel Sum shall only include the costs of the services and facilities specified in the Agreement and itemised or not itemised as separate cost elements. The Travel Sum shall also include the costs which are known at the time of conclusion of the Agreement and which are to be considered unavoidable costs in connection with the Sailing Trip. The term 'unavoidable additional costs' shall be understood to include costs that are inextricably linked with the Sailing Trip. These do not include the costs of additional products and/or services provided by the Company or third parties at the request of the Passenger, such as among other things consumptions, excursions, insurance premiums, and costs charged per party at the time of booking and which vary according to the size of the party, and reservation fees which may vary according to the sales channel.

- 5.2 The Travel Sum published is based on the prices, levies and taxes as were known by the Company at the time of publication.



ARTICLE 6. TRAVEL DOCUMENTS AND PASSENGER'S REQUIRED TRAVEL DOCUMENTS

- 6.1 The Passenger is responsible for having all required documents with them during the Sailing Trip, such as a valid passport, or, where this is permitted, an identity card and such visas, proof of immunisation and vaccination, driving licence and green card (certificate of motor vehicle insurance) as may be required. If the Passenger is unable to undertake all or part of the trip as a consequence of not being in the possession of any document (or of any document not being valid), any and all consequences thereof shall be at the own expense of the Passenger, unless the Company has undertaken that it would arrange the document in question and the absence thereof can be attributed to the Company. The Company shall inform the Passenger of any passport and visa requirements.

ARTICLE 7. TERMINATION BY THE COMPANY AND CANCELLATION BY THE PASSENGER

- 7.1 The Company shall be entitled to give notice of immediate cancellation of the Agreement if the number of applications is smaller than the minimum number which in the Company's opinion is required to make the Sailing Trip. In that event the Passenger shall not be entitled to claim compensation. The Company shall inform the Passenger accordingly subject to a notice period stipulated in the Agreement, and ultimately:
- a. Twenty (20) days before the start date of the Sailing Trip, if this Sailing Trip takes more than six (6) days;
 - b. Seven (7) days before the start date of the Sailing Trip, if this Sailing Trip takes two (2) to six (6) days;
 - c. Forty-eight (48) hours before the start date of the Sailing Trip, if this Sailing Trip takes less than two (2) days.
- 7.2 In addition, the Company shall have the right to give notice of termination of the Agreement for compelling circumstances. The Company shall notify the Passenger of such compelling circumstances and of the termination of the Contract without delay. If notice of termination due to compelling circumstances is given, the Company will not be liable to pay compensation to the Passenger.

Compelling circumstances shall be understood to mean any unavoidable and extraordinary circumstances of such nature that the Company cannot in all fairness be required to be bound by the Agreement.

A compelling circumstance is deemed to have arisen in any event for the Company if the Contingency Committee of the Contingency Fund (Calamiteitenfonds) has declared a cover limitation (dekkingsbeperking) or payout eligibility situation (uitkeringsvatbare situatie) for the area in question.

- 7.3 If the Vessel is unavailable for whatever reason, the Company will exert itself to put into service an equivalent Vessel. If this proves impossible, the Company will be entitled to give notice of termination of the Agreement. Save for events of force majeure, the Company shall reimburse to the Passenger the Travel Sum already paid. In all instances, the Company's further liability shall be limited to no more than 5% of the Travel Sum.



7.4 If the cause of the termination by the Company can be attributed to the Passenger, any resulting loss or damage will be for the expense of the Passenger.

7.5 The Passenger can cancel the Agreement for any reason. If the Passenger cancels the Agreement, the following percentages of the Travel Sum will be due and payable ("Cancellation Fee"):

- a. Cancellation 180 up to 60 days before the start date of the Sailing Trip: 10%
- b. Cancellation 59 up to 30 days before the start date of the Sailing Trip: 50%
- c. Cancellation 29 days or fewer before the start date of the Sailing Trip: 100%

The Company may set off the paid part of the Travel Sum with the Cancellation Fee to be paid and shall repay the remainder to the Passenger within fifteen (15) working days. If so desired, the Passenger shall take out travel cancellation insurance.

7.6 Cancellation of the Agreement must at all times be effected in writing. The date of receipt of the notice of cancellation by the Company shall be deemed the date of cancellation.

ARTICLE 8. CHANGES BY THE COMPANY

8.1 The Company has the right to change the agreed services for compelling circumstances, as described in more detail in article 7.2. The Company shall notify the Passenger of any changes within three (3) calendar days after the Company became aware of the compelling circumstances. In the event of any changes within a period of ten (10) days or fewer before departure (in the case of private transportation trips: before the date of arrival at the first accommodation booked) the Company shall notify the Passenger within one (1) calendar day. Any changes that are related to the destination, itinerary, stay, means of transportation, accommodation, meals, excursions or the size of the party shall be notified to the Passenger by the Company without delay.

8.2 If the change pertains to one or more essential points, the Passenger will be entitled to reject the change (or changes).

8.3 If the change pertains to one or more non-essential points, the Passenger will be entitled to reject the change (or changes) only if the change causes a disadvantage to the Passenger of more than minor significance.

8.4 In the event of a change, the Company will make the Passenger an alternative offer, if possible. The Company shall do so within three (3) calendar days after the Company was notified of the change. From ten (10) calendar days before departure, a period of one (1) calendar day shall apply.

8.5 The alternative offer shall at least be equivalent to the original. The equivalence of alternative accommodation shall be assessed on the basis of objective standards and be determined according to the following circumstances, which must be apparent from the alternative offer:

- a. the location of the accommodation at the destination;
- b. the nature and class of the accommodation;



- c. any other facilities the accommodation offers.
- 8.6 The assessment referred to above must take into account:
- a. the composition of the travelling party;
 - b. the special characteristics or circumstances of the Passenger(s) involved, deemed by the Passenger(s) involved to be of essential importance, made known to the Company and confirmed by the Company in writing;
 - c. the deviations from or additions to the programme requested by the Passenger(s), which have been confirmed in writing by the Company.
- 8.7 A Passenger who makes use of their right to reject the change or an alternative offer pursuant to the preceding paragraphs must give notification thereof within three (3) calendar days after receipt of the notice of the change and/or of the alternative offer. From ten (10) calendar days before departure, a period of one (1) calendar day shall apply.
- 8.8 If the Passenger rejects the change and/or the alternative offer, the Company will have the right to give notice of immediate termination of the Agreement. On penalty of forfeiture, the Company must exercise this right within three (3) days of receipt of the notice of rejection by the Passenger. From ten (10) calendar days before departure, a period of one (1) calendar day shall apply. In that event, the Passenger shall be entitled to remission or reimbursement of the Travel Sum (or, if part of the Sailing Trip has been effected, to reimbursement of a proportionate part thereof) within two (2) weeks after the moment of cancellation/termination, without prejudice to the Passenger's potential right to compensation within the meaning of article 8.10.
- 8.9 If a period referred to in this article ends on a Sunday or public holiday, the relevant period will be extended to 12:00 noon on the next working day.
- 8.10 If the cause of the change can be attributed to the Company, any resulting loss or damage incurred by the Passenger will be for the expense of the Company. Whether or not this is the case shall be determined in accordance with the provisions of article 10. If the cause of the change can be attributed to the Passenger, any resulting loss or damage will be for the expense of the Passenger. If the cause of the change cannot be attributed to either the Passenger or the Company, each party will bear their own loss as specified in article 11.
- 8.11 If a major part of the services to which the Agreement pertains cannot be provided following the commencement of the Sailing Trip, the Company will ensure that suitable alternative arrangements are made with a view to continuing the Sailing Trip. If no such arrangements are possible, the Company will provide the Passenger(s) with equivalent means of transport, which will return the Passenger(s) to the place of departure or to another place of return agreed with the Passenger(s). Any costs incurred in connection with the alternatives referred to in this article 8.11 shall be divided in accordance with the provisions of article 11.
- 8.12 Without prejudice to the provision of article 13.5 and 13.6, the Company shall notify the Passenger(s) of any change to the departure time implemented by the Company. With regard to the return trip, this obligation does not apply to Passengers who have book transportation only and/or whose accommodation address is unknown.



- 8.13 The itinerary of the Sailing Trip shall be determined by the Company. Any change to the itinerary of the Sailing Trip shall not constitute a change to the Agreement, unless this marks a change of any explicit agreement laid down in the Agreement.

ARTICLE 9. SUBSTITUTION

- 9.1 The Passenger may put in a request with the Company to have another substitute for them. The following conditions apply to substitution:
- a. the substitute person fulfils all the requirements of the Agreement; and
 - b. the request is filed no later than seven (7) days before departure or at least in such good time as to allow for the paperwork and formalities to be dealt with; and
 - c. the terms and conditions of the service provider involved in the execution do not oppose the substitution.

If the request cannot be granted, the tour operator will inform the Passenger accordingly, stating the reasons.

- 9.2 The Applicant, the Passenger and the substitute passenger shall be jointly and severally liable to the Company for the payment of the Travel Sum still unpaid, the fees connected with the name change and any additional costs associated with the substitution. The Passenger shall ensure that the person substituting for them accepts the Agreement in its entirety. The Passenger shall indemnify the Company for any claims the substitute passenger may make against the Company for which the Company would not have been liable under the Agreement.

ARTICLE 10. EXPECTATIONS OF THE PASSENGER

- 10.1 The Passengers shall accept the Vessel in the state 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 Passenger may have on the basis of the Agreement and the expectations raised by the Company, the Passenger will be required to give notice thereof as soon as possible in accordance with the provisions of article 14.1.
- 10.3 The Passenger shall be entitled to an appropriate reduction of the Travel Sum for the period during which the Sailing Trip fails to meet the expectations referred to in article 10.2, unless the failure can be attributed to the acts or omissions of the Passenger himself.
- 10.4 If the trip fails to meet the expectations referred to in article 10.2 and without prejudice to the provisions of article 11, article 12 and article 13, the Company will be obliged only to reimburse the Passenger for any loss suffered, if the failure in the performance shall be attributed to the Company or to a person whose assistance the Company has engaged as part of the execution of the Agreement. In the following situations, the Company's liability shall in any event be excluded:



- a. the failure in the performance of the Agreement is attributable to the Passenger; or
- b. the failure in the performance of the Agreement could not be foreseen and/or not be neutralised and is attributable to a third party that is not involved in the provision of the services included in the Sailing Trip; or
- c. the failure in the performance of the Agreement is attributable to an event that the Company or the party whose assistance the Company engages as part of the execution of the Agreement could not have foreseen or neutralised, despite exercising all due care; or
- d. the failure in the performance of the Agreement is attributable to circumstances as referred to in article 10.5.

10.5 The Passenger's inability to reach the port of departure or inability to reach it on time as a consequence of weather conditions, government measures and/or other unforeseen circumstances that make it impossible to reach the port of departure on time shall be for the risk of the Passenger. The Passenger is hereby informed of this risk and the insurability of such risks.

ARTICLE 11. HELP AND ASSISTANCE

- 11.1 Depending on the circumstances, the Company is required to provide the Passenger with help and assistance if the Sailing Trip does not meet the reasonable expectations that the Passenger could have on the basis of the Agreement. Any costs ensuing therefrom shall be borne by the Company, if the failure in the performance of the Agreement is attributable to the Company.
- 11.2 If this failure is attributable to the Passenger, the Company will only be obliged to provide help and assistance to the extent this may reasonably be expected from the Company. In that event, any ensuing costs shall be borne by the Passenger.
- 11.3 If the Sailing Trip does not meet the reasonable expectations that the Passenger could have on the basis of the Agreement owing to circumstances that cannot be attributed to either the Passenger or the Company, each party will bear its own expenses. For the Company, this includes the deployment of additional manpower; for the Passenger, this includes additional costs of accommodation and repatriation. If unavoidable and exceptional circumstances prevent the repatriation of the Passenger in accordance with the stipulations of the Agreement, the costs of accommodation, if possible of equivalent category, for a period not exceeding three nights per Passenger, will be borne by the Company.

ARTICLE 12. EXCLUSIONS AND LIMITATIONS OF LIABILITY OF THE COMPANY

- 12.1 In so far as permitted under applicable domestic or international legislation, the liability of the Company is excluded and/or limited in accordance with the provisions of this article 12.
- 12.2 The Company will not be liable if and to the extent that the Passenger is able to recover the damage suffered under an insurance policy, such as a travel insurance and/or cancellation insurance policy.



- 12.3 If the Company is liable to the Passenger for the latter's loss, the amount payable by way of compensation will not exceed the Travel Sum multiplied by three (3).
- 12.4 Any failure in the performance of the Agreement that is attributable to the Company shall oblige the Company to compensate for any loss other than pecuniary loss, if and to the extent such failure caused a loss of enjoyment. The amount payable by way of compensation for such loss shall not exceed the Travel Sum.
- 12.5 The Company shall not be liable for any loss 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 start and finishing time of the Sailing Trip, unless such loss is the direct consequence of gross negligence or intent on the part of the Company.
- 12.6 The Company shall not be liable for damage or loss caused by acts of the Passengers that are in breach of article 13.1, including but not limited to climbing onto parts of the Vessel or other reckless or irresponsible conduct on the part of the Passengers.
- 12.7 The exclusion and/or limitations of the Company's liability as included in this article shall extend to employees of the Company, the booking agency and service providers involved, as well as their staff, unless this is ruled out by any Treaty, Convention, Regulation or law.
- 12.8 The claim for compensation on the part of the Passenger shall expire after two (2) years following the end date of the Sailing Trip (or, if the Sailing Trip was cancelled, after one (1) year following the original start date).

ARTICLE 13. OBLIGATIONS OF THE PASSENGER

- 13.1 The Passenger, or the Passengers, shall comply with all instructions issued by the Company in the context of promoting the proper execution of the Sailing Trip and shall be liable for any damage or loss caused by their unauthorised conduct, to be assessed in accordance with the standard of conduct of a properly behaved Passenger.
- 13.2 Any Passenger who causes or could cause hindrance or nuisance to such an extent as to greatly impede or possibly impede the proper execution of the Sailing Trip may be excluded from the Sailing Trip or the remainder of the Sailing Trip if the Company cannot reasonably be expected to fulfil the terms of the Agreement.
- 13.3 Any and all costs arising out of a situation as referred to in article 13.2, including but not limited to damage or loss to other passengers or assets, hotels and vessels shall be for the expense of the Passenger, if and to the extent the consequences of such hindrance or nuisance can be attributed to the Passenger. If and to the extent that the cause of the exclusion cannot be attributed to the Passenger, the Travel Sum or a part thereof will be reimbursed to the Passenger.
- 13.4 The Passenger shall avoid or limit any damage or loss to the extent possible, in particular by complying with their reporting obligation as described in greater detail in article 14.1.



- 13.5 Each Passenger shall ascertain the exact time of departure for the outward journey no later than 72 hours before the stated time of departure with the trip representative or the Company's local agent and be present in time for the departure. The term 'present in time' shall be understood to mean a sufficient amount of time available to handle all the formalities prior to the timely commencement of the Sailing Trip. If the Passenger is not present in time, the Company will no longer be obliged to carry the Passenger, nor will the Company be obliged to reimburse the Travel Sum.
- 13.6 Each Passenger shall ascertain the exact time of departure for the return journey no later than 24 hours before the stated time of departure with the trip representative or the Company's local agent and be present in time for the departure. The term 'present in time' shall be understood to mean a sufficient amount of time available to handle all the formalities prior to the timely commencement of the Sailing Trip. If the Passenger is not present in time, the Company will no longer be obliged to carry the Passenger, nor will the Company be obliged to reimburse the Travel Sum.
- 13.7 It is not allowed to bring items/goods on board the Vessel other than Luggage, and in particular no hazardous (in the broadest sense) items/goods, drugs, contraband and/or pets or other animals, unless with the prior approval of the Company and/or the captain of the Vessel.
- 13.8 Luggage is not to cause any hindrance or to contain prohibited items/objects.
- 13.9 The Passenger shall take out travel insurance providing cover for medical expenses, accidents and repatriation. The Company may require proof of insurance before departure. Failure to take out travel insurance may result in the Passenger being excluded from the Sailing Trip. The Company shall not be liable for any costs ensuing from the failure to take out travel insurance, included but not limited to costs incurred on account of denying the right to participate in the Sailing Trip.
- 13.10 The Passenger shall comply with all laws, import restrictions, regulations and directives. The Passenger shall be responsible in the event of failure to comply on their part, and failure to comply may result in prosecution and the consequences referred to in articles 13.2 and 13.3.

ARTICLE 14. COMPLAINTS DURING THE SAILING TRIP

- 14.1 Any failure in the performance of the Agreement as referred to in article 10.2 must be notified in situ as soon as possible so as to allow a solution to be sought. To this end, the Passenger must report to, in this order: the service provider involved, the captain, the trip representative or, if none of these are present or available, the Company. If the failure is not remedied and negatively affects the quality of the trip, it must in any event be notified without delay to the Company in the Netherlands.
- 14.2 If a failure is not resolved satisfactorily in situ, the Company will ensure that there is an adequate possibility to record a complaint in writing in the prescribed manner (in a written complaint report).



- 14.3 If the Passenger has failed to comply with the obligation to report and file a complaint and the service provider or the Company has consequently not had the opportunity to remedy the failure, the Passenger's possible entitlement to reimbursement may be limited or excluded.
- 14.4 If the Passenger's luggage has suffered damage, this must immediately be reported to the trip representative.

ARTICLE 15. COMPLAINTS AFTER THE SAILING TRIP

- 15.1 If the Passenger has met their obligations to report and file a complaint as arising from article 14 and such complaint has still not been resolved satisfactorily, this fact must be reported in writing and stating details to the Company within two (2) months after the end of the Sailing Trip (or the service rendered) or after the original date of departure if the Sailing Trip was cancelled. The Passenger must enclose a copy of the complaint report referred to in article 14.2.
- 15.2 If the complaint relates to the conclusion of an Agreement, it must be submitted to the booking agency of the Company within two (2) months after the Passenger took cognisance of the facts to which the complaint pertains.
- 15.3 If the Passenger fails to submit the complaint in good time, the Company will not process the complaint, unless the Passenger cannot in good reason be blamed for the late submission. The Company shall notify the Passenger accordingly in writing or by electronic communication.
- 15.4 The Company shall issue a written response within one (1) month after receipt of the complaint.

ARTICLE 16. APPLICABLE LAW

- 16.1 The Agreement and these General Terms and Conditions of Travel shall be governed by the laws of the Netherlands.
- 16.2 Any and all disputes arising from the Agreement and/or these General Terms and Conditions of Travel shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, unless rules of mandatory law confer jurisdiction upon another court.