

**Article 1 - Definitions**

1.1 *Transport Agreement*: an agreement providing for transport by coach of one or more persons and possibly their luggage, otherwise than by public transportation.

1.2 *Transport Provider*: the party undertaking the relevant transport under the Transport Agreement as defined in 1.1.

1.3 *Principal*: the Transport Provider's counterparty under the Transport Agreement. All parties concluding an Agreement as referred to in 1.2 for, on behalf or in the name of the Principal will be deemed to be acting on the Principal's instructions. The Principal will therefore at all times be liable for all costs ensuing from the Transport Agreement and will be obliged to pay the entire fare agreed upon.

1.4 *Traveller*: a person to be transported by the Transport Provider by coach on the instructions of the Principal, including the guide or tour guide designated by or acting on behalf of the Principal, or the Principal's counterparty, or the person whose transport has been stipulated and who has accepted the relevant stipulation.

1.5 *Offer/quote*: a request for a quote submitted by the Principal. All offers will remain valid for one month following the date stated on the relevant offer and will lapse after that month, without any notification to that effect being issued to the Principal.

1.6 *In writing*: a communication from the Transport Provider or Principal, in whatever form, by post, fax or email.

**Article 2 - Conclusion of an Agreement**

2.1 The Principal will request the Transport Provider for transport in writing. The Transport Provider will confirm the said request by means of a written order confirmation. The Principal will return this order confirmation to the Transport Provider. Only order confirmations signed for approval by the Principal will be honoured by the Transport Provider.

**Article 3 - Food and beverages**

3.1 Unless agreed otherwise, it will not be permitted to consume food or – alcoholic or other – beverages in the coach during trips lasting less than one travelling hour.

3.2 In the event that the Transport Provider and the Principal have agreed that the Transport Provider will purchase refreshments, i.e. food or – alcoholic or other – beverages, all [food or] beverages consumed will be charged to the Principal after the end of the transport and the Principal will be obliged to pay for such. In the event that hardly any or no [food or] beverages have been provided or sold, the Principal will be charged a minimum amount of EUR 25 per coach.

3.3 In the event that the Principal purchases refreshments, i.e. food or – alcoholic or other – beverages, itself, without the involvement of the Transport Provider, for consumption in the coach, the Principal will be charged the amount of EUR 25 per coach if this has been announced in advance, and the amount of EUR 50 if this has not been announced in advance, as a contribution to the cleaning costs.

**Article 4 - Various obligations on the Traveller's part**

4.1 In the event that the transport lasts several consecutive days during which the coach driver must spend the night outside the customary place of work, or in the event that the driver is compelled to leave the customary place of work at such time that, prior to further transport, he/she must spend the night outside the customary place of work, or in the event that the driver must spend the night outside the customary place of work following the transport, all ensuing costs will be fully borne by the Principal, unless otherwise agreed in writing. The Principal will be obliged to provide a single room with facilities such as a shower, restroom and washroom for the driver, or, in the event of several drivers, for each individual driver.

4.2 In the event of cross-border transport, the Principal will be obliged a) to provide the Transport Provider with a fully completed passenger list in good time before the transport, and b) to ensure that all participating travellers, including any guides or tour guides, have the required personal documents in their possession. It should be explicitly noted that all costs ensuing from any default [in this respect] on the Principal's part will be fully borne by the Principal.

**Article 5 - Prices**

5.1 Unless provisions to the contrary have been agreed upon in writing, the amount of the fare

will be stated exclusive of VAT and other government levies.

5.2 The Transport Provider will be authorised to charge any rise in the costs of the performance of the agreement, as a consequence of, for instance, a rise in the price of fuel or wages, or of the payable levies etc., on to the Principal by means of an increase in the fare agreed upon. The Principal may reject the increase. With respect to such rejection and its consequences, please refer to the provisions of 8.2 below.

5.3 The Principal will be obliged to pay any additional costs charged to it in the event that: a) a greater distance in kilometres has been travelled or more hours have been worked at its request or due to circumstances attributable to it than covered by the fare, b) the performance of the transport as provided for in the agreement has been deviated from in whatever manner (for instance with respect to the route or time schedule) at its request or due to circumstances attributable to it, and c) the duration of the trip is longer than agreed upon as a consequence of unforeseen traffic situations, such as tailbacks.

5.4 The Transport Provider will be obliged by law to comply with the Dutch Driving Hours Decree [*Rijtijdenbesluit*] at all times, which Decree provides for the driver's driving and resting hours. Upon making an offer or concluding a Transport Agreement, the Transport Provider will make sure that this is done in compliance with the statutory requirements. In the event that, as a supplement to Article 5.3, more hours than agreed upon in the Transport Agreement are worked or if there is a threat of such situation arising due to circumstances attributable to the Principal, the Transport Provider will be entitled a) to deploy an additional coach and/or driver, even if this causes a delay for the travellers, without being obliged to pay any compensation in this respect, b) to charge on all ensuing costs, as referred to in Article 5.3, to the Principal and c) to charge on to the Principal or have the Principal bear all ensuing fines and statutory measures.

5.5 The coach may only be used in a normal and responsible manner (paved roads, etc.).

**Article 6 - Payment; enforcement of rights**

6.1 The Transport Provider will be entitled at all times to require an advance on the fare or advance payment of the entire fare [from the Principal]. In that event, the Principal must pay the advance or effect advance payment of the full amount within a period of time to be determined by the Transport Provider. In the event that such period of time has not been indicated, the Transport Provider must be paid the advance or the full amount, as the case may be, at least 14 days before the departure date. In the event that the Principal fails to pay the advance or the full amount in good time, the Transport Provider will be entitled to dissolve the Transport Agreement and the Principal will be obliged to compensate the Transport Provider for any and all costs incurred and damage suffered. Such damages shall amount to at least 30% of the fare.

6.2 The Principal will be obliged to pay the fare or the remainder of the fare, as the case may be, within 14 days of the invoice date, unless provisions to the contrary have been agreed upon.

6.3 In default of timely payment, the Principal will be in default, without any notice of default or warning being required, and it will owe [the Transport Provider] an immediately due and payable penalty with respect to the overdue amount of 1.5% per month. Parts of months will be counted as whole months in this respect.

6.4 All costs, both judicial and extra-judicial (including the costs of legal assistance), incurred by the Transport Provider with respect to the enforcement of its rights vis-à-vis the Principal, will be borne by the Principal. Any extra-judicial costs will amount to at least 10% of the payable amount, subject to a minimum amount of EUR 75.

**Article 7 - Cancellation**

7.1 In the event that the Principal cancels the Transport Agreement, it will be obliged to compensate the Transport Provider for any damage incurred as a consequence. Unless provisions to the contrary have been agreed upon by the parties, the Principal will owe the Transport Provider, in addition to compensation of any costs already incurred by the Transport Provider on its instructions, the following damages: a) in the event that the Agreement is cancelled at least 22 days before the intended departure: 15% of the fare agreed upon, subject to a minimum amount of EUR 35; b) in the event that the Agreement is cancelled on the 21<sup>st</sup> day or between 21 and 14 days before the intended

departure: 30% of the fare agreed upon; c) in the event that the Agreement is cancelled on the 14<sup>th</sup> day or between 14 and 2 days before the intended departure: 50% of the fare agreed upon; d) in the event that the Agreement is cancelled on the 2<sup>nd</sup> day before the intended departure: 75% of the fare agreed upon; e) in the event that the Agreement is cancelled on the day of the intended departure or during the transport: the full fare agreed upon.

7.2 The Principal may only cancel the Agreement before departure in writing.

**Article 8 - Amendment of the Agreement**

8.1 The Transport Provider will be entitled at all times, in the event of serious cause, to provide an alternative vehicle as a replacement, irrespective of the make, colour and year of such alternative vehicle.

8.2 The Transport Provider will be entitled to amend or adjust the Transport Agreement on essential points in the event of serious cause on the Transport Provider's part. The Transport Provider shall inform the Principal of any amendment or adjustment as soon as possible. The Principal may only reject the amendment or adjustment in the event that such is detrimental to it in more than a minor way.

8.3 The Principal must inform the Transport Provider of its rejection as referred to in 5.2 and 8.1 in writing as soon as possible, in default of which the rejection will not produce any effect. In the event of a timely rejection, the Principal will be entitled to restitution or remission, as the case may be, of the fare or, in the event that transport has already partly been effected, a proportional part thereof.

**Article 9 - Cancellation of the Agreement by the Transport Provider**

9.1 The Transport Provider will be entitled to cancel the Transport Agreement in the event that performance of the Agreement is prevented or hindered by circumstances outside its sphere of influence; such circumstances must be deemed to include, *inter alia*, strikes among the Transport Provider's employees.

9.2 In the event of cancellation by the Transport Provider, the Principal will be entitled to restitution or remission, as the case may be, of the fare or, in the event that transport has already partly been effected, a proportional part thereof.

**Article 10 - Limitation of liability**

10.1 In the event that the Transport Provider is liable at law for damage caused by the death of or injury to a Traveller due to an accident that occurred in connection with and during the transport, and/or for damage caused by full or partial loss of or damage to such Traveller's luggage which occurred during the transport, the Transport Provider's liability with respect to such damage will be limited pursuant to Section 8:1157 of the Dutch Civil Code [*Burgerlijk Wetboek*] to the amounts provided in or pursuant to the order in council [*algemene maatregel van bestuur*] issued pursuant to the relevant Section, except – in concise terms – in the event of an intentional act or omission or wilful recklessness on the Transport Provider's part. The Transport Provider will not be liable in any manner in the event of loss of or damage to money, negotiable instruments, gold, silver, gems, jewellery, art objects or other valuables.

10.2 The Transport Provider will not be liable vis-à-vis the Principal for damage other than such damage as referred to in 10.1, such as damage caused by a delay in the transport.

**Article 11 - Various obligations on the Traveller's part**

11.1 During transport, Travellers will be obliged to act in accordance with reasonable instructions given by the Transport Provider and/or the party on whose instructions the coach is being driven.

11.2 Travellers will be obliged to pack their luggage in a proper manner before departure, in order to prevent, *inter alia*, damage to other luggage and/or to the coach.

11.3 The Transport Provider will be entitled to refuse to transport certain luggage in the event that the number or volume of the packages presented by the Traveller is not reasonable and/or the weight of such exceeds 20 kg per person.

11.4 Travellers will be prohibited from: a) carrying drugs, explosives, weapons, oxygen tanks or other dangerous substances in their luggage or on their person, b) standing or walking and/or consuming hot beverages in the coach while it is moving, except at the Traveller's own risk.

11.5 Travellers will be obliged to refrain in the coach from: a) damaging and/or polluting the coach, b) consuming – alcoholic or other – beverages, except with the Transport Provider's explicit permission, c) using drugs, d) touching the emergency facilities, such as the emergency hammer/hammers, the emergency exit or the escape hatch, e) smoking in the coach, f) hindering the driver in any manner in the performance of his or her duties, both while driving and while standing still and g) causing hindrance or nuisance to fellow travellers, the driver or other road users.

11.6 The Transport Provider will be authorised to deny a Traveller – further – transport and to order him/her to leave the coach immediately, or to have such done by a third party, in the event that the relevant Traveller is acting in violation of the obligations referred to under 11.4 and 11.5 above.

11.7 Travellers will furthermore be obliged, in accordance with the statutory obligations applicable on the date of transport, to fasten their seat belts, to the extent present, while the coach is moving, to be present in good time before departure and furthermore to always be present in good time after stops along the way. In the event that a Traveller's failure to be present or return in good time may lead to a substantial delay, the Transport Provider will be entitled to refrain from further transporting [the relevant Traveller] without the Principal or the Traveller being able to claim any damages or restitution of the fare in this connection.

11.8 Without prejudice to the provisions set forth under 11.1 up to and including 11.7 above, the Principal will be obliged to compensate the Transport Provider for any damage suffered or to be suffered by it due to a violation of the Traveller's part of one [or more] of the obligations set forth above.

**Article 12 - Complaints; competent court**

12.1 In the event that the Principal has a complaint regarding the conclusion, performance or the settlement of the Agreement or the transport, the Principal must submit its complaint to the Transport Provider in writing no later than two weeks after the relevant complaint has arisen, so that the Transport Provider may find an appropriate solution.

12.2 In the event that the relevant complaint is not solved during the performance of the Agreement to the Principal's satisfaction and in all reasonableness, the Principal may submit a written, substantiated complaint to the Transport Provider no later than one month after performance of the Agreement or, if transport was not effected, within one month of the intended departure date. In the event that the complaint pertains to the conclusion rather than the performance of the Agreement, the complaint must be submitted to the Transport Provider within 14 days of the relevant act on the Transport Provider's part.

12.3 Complaints must be dealt with by the Transport Provider within one month of their submission. In the event that the Transport Provider does not deal with the complaint in good time or does not do so to the Principal's satisfaction, the Principal may apply to the court competent pursuant to the law, without prejudice to the Transport Provider's right to apply to another court competent pursuant to the law.

12.4 Without prejudice to the statutory provisions of mandatory law pertaining to prescription of the right of action and the provisions with respect to lapse in the event of late notification as referred to in Section 8:1753 of the Dutch Civil Code, all rights of action on the Principal's part will lapse one year after the performance of the Agreement, or one year after the intended departure date or after the date of the act objected to on the Transport Provider's part with regard to the conclusion of the Agreement.

**Article 13 - Applicable law**

13.1 All Transport and Travel Agreements will be governed by Dutch law.

**Article 14 - Non-applicability**

14.1 With respect to all events for which these General Terms and Conditions of Transport do not provide, reference is made to the General Transport and Travel Conditions of Royal Netherlands Transport, Coach Transport [*KNV busvervoer*], as filed on 18 January 2002 under number 12/2002, at the Registry of the District Court of The Hague, the Netherlands, in which respect it is explicitly noted that in the event of identical or deviating provisions, these General Terms and Conditions will prevail over the General Transport and Travel Conditions of Royal Netherlands Transport, Coach Transport