

## General terms and conditions of Watertaxi Rotterdam

### Article 1 - Article 1 - Definitions

- 1.1 In these General Terms and Conditions, the following words have the following meaning:
- Client:** natural or legal person entering into a Contract of carriage with Watertaxi Rotterdam
- Contract of carriage:** agreement with which Watertaxi Rotterdam undertakes towards the Client to provide Water taxi carriage
- Hand luggage:** luggage that can be easily carried or wheeled, which the Passenger has on or with him, and other movable items of the Passenger, including live animals, to the extent that Watertaxi Rotterdam has permitted the carriage thereof
- Passenger:** person being carried by Watertaxi Rotterdam in execution of the Contract of carriage
- Skipper:** person operating and driving the Water taxi as employee of Watertaxi Rotterdam, or upon the instructions of Watertaxi Rotterdam
- Water taxi:** the boat being used by Watertaxi Rotterdam in execution of the Contract of carriage
- Water taxi carriage:** carriage of a Passenger and his Hand luggage by Water taxi, including the embarking and disembarking
- Water taxi pier:** any pier for the embarking and disembarking of a Passenger from a Water taxi Watertaxi Rotterdam: Watertaxi Rotterdam B.V.

### Article 2 - Contract of carriage

- 2.1 The Contract of carriage is formed as soon as the Client has accepted an offer made by Watertaxi Rotterdam to enter into that agreement.
- 2.2 Unless stipulated otherwise, the Contract of carriage ends immediately after the Passenger has disembarked at the Water taxi pier which was agreed as final destination in the Contract of carriage.
- 2.3 These General Terms and Conditions apply to any Contract of carriage, also to the Passenger who is not a Client, with the exception of the provisions that only apply to the Client.
- 2.4 Watertaxi Rotterdam has the right to make stopovers during a trip, for example in order to take other Passengers on board.
- 2.5 Dutch law applies to the Contract of carriage and these General Terms and Conditions.

### Article 3 - Obligations for Watertaxi Rotterdam

- 3.1 Watertaxi Rotterdam must carry the Passenger in a careful and safe manner.
- 3.2 If Watertaxi Rotterdam ceases all or part of the Water taxi carriage, it must inform the Passenger without delay, if possibly by stating the reasons, the measures to be taken by it and the possible duration of the delay.
- 3.3 Watertaxi Rotterdam collects personal data and is obliged to handle this carefully and transparently. How Watertaxi Rotterdam is handling this, is further explained in the privacy statement.

### Article 4 - Passenger's obligations

- 4.1 Every Passenger must comply with any reasonable instructions given by Watertaxi Rotterdam, during the trip and at the embarking and disembarking. These instructions may also be given by the Skipper on behalf of Watertaxi Rotterdam.
- 4.2 If Watertaxi Rotterdam designates a certain seat in the Water taxi during the trip, the Passenger must take that seat.
- 4.3 The Passenger undertakes to refrain from:
- a. any improper conduct on board the Water taxi and/or on the Water taxi pier including, without being limited thereto, dangerous conduct, hindrance of the Skipper, scuffles, threats, dirtying and damage to the Water taxi or the Water taxi pier;
  - b. conduct that complicates or obstructs the proper execution of the Contract of carriage;
  - c. the use of alcoholic drinks on board the Water taxi, unless with explicit consent from Watertaxi Rotterdam;
  - d. bringing along and/or using narcotics on board the Water taxi;
  - e. the use of tobaccos on board the Water taxi, including electronic cigarettes and suchlike.
- 4.4 The Passenger undertakes to compensate the damage to Watertaxi Rotterdam caused by him or his Hand Luggage to Watertaxi Rotterdam, except to the extent that this damage has been caused by a circumstance that a careful passenger could not have avoided, and if such passenger could not have prevented the consequences thereof. The Passenger can not be released from such liability by invoking the capacity or a defect of his Hand luggage.
- 4.5 Watertaxi Rotterdam uses services from Google. Users of the Watertaxi app and website are therefore automatically bound by the terms and conditions of Google. More information about this can be found at <https://policies.google.com/terms>.

## **Article 5 - Payment**

- 5.1 In return for the execution of the Contract for carriage, the Client owes Watertaxi Rotterdam the fare that was agreed in advance.
- 5.2 Unless explicitly agreed otherwise, the Client must settle the fare to Watertaxi Rotterdam before the beginning of the trip. Watertaxi Rotterdam only accepts payments in Euros.
- 5.3 Payments on board of the Water taxi must be made by an electronic means of payment accepted in the Netherlands.
- 5.4 If Watertaxi Rotterdam and the Client have agreed to have the fare billed by Watertaxi Rotterdam, the payment term is 14 days, to be calculated as from the billing date.
- 5.5 If the Client is a consumer and he does not meet his payment obligations after Watertaxi Rotterdam has granted him a term of 14 days to meet his obligations still, he owes the statutory interest within the meaning of section 6:119 Dutch Civil Code on the amount due after the lapse of this term. In that case, Watertaxi Rotterdam is also entitled to a compensation of extrajudicial collection costs, calculated in accordance with the Extrajudicial Collection Costs Decree (Besluit vergoeding voor buitengerechtelijke incassokosten).
- 5.6 If the Client acts in the exercise of a profession or business and does not meet his payment obligations, Watertaxi Rotterdam is entitled to a compensation of the extrajudicial collection costs which, in that case in derogation of the provisions in section 6:96 subsection 4 Dutch Civil Code and in derogation of the Extrajudicial Collection Costs Decree (Besluit vergoeding voor buitengerechtelijke incassokosten) will be fixed at 15% of the principal sum with a minimum of € 75 for each bill remaining totally or partially unpaid.

## **Article 6 - Termination or cancellation of the Contract of carriage**

- 6.1 If the Passenger causes such hindrance that it cannot be reasonably asked from Watertaxi Rotterdam that it executes the Contract of carriage, Watertaxi Rotterdam may stop the trip immediately or refuse to carry it out, and in this way terminate the Contract of carriage without being any compensation due to the Client – or, if the Passenger is not a Client: to the Passenger. In that case, Watertaxi Rotterdam may order the Passenger to leave the Water taxi at the closest Water taxi pier immediately.
- 6.2 Upon early termination of the Contract of carriage as referred to in article 6.1, the Client is due the fare for the entire trip up to the agreed final destination, without affecting the other rights of Watertaxi Rotterdam.
- 6.3 The Client may decide not to take the trip ordered from Watertaxi Rotterdam before the beginning of the trip. If Watertaxi Rotterdam suffers proven damage, the Client must pay a reasonable indemnification. This also counts when the Passenger does not appear or does not appear in time at the agreed point in time at the place that was agreed with Watertaxi Rotterdam.
- 6.4 If circumstances on the Passenger's part occur or appear to be present before or during the trip, which Watertaxi Rotterdam did not need to know at the conclusion of the Contract of carriage, but which, if these had been known to it, would reasonably have caused it not to enter into the Contract of carriage or to enter into it under other conditions, Watertaxi Rotterdam is entitled to terminate the Contract of carriage and to remove the Passenger from the boat. This termination may be done to the Client and, if the Passenger is not the Client: to the Passenger, and results into the end of the Contract of carriage as soon as the first termination has been received. After such a termination, Watertaxi Rotterdam and the Client must, in accordance with the standards of reasonableness and fairness, compensate each other for the loss.

## **Article 7 - Hand luggage**

- 7.1 Each Passenger is responsible for his own Hand luggage. Hand luggage must be properly and safely packed.
- 7.2 Small pets may travel as Hand luggage, provided that they are carried in a basket or cage or can be transported sitting on the Passenger's lap.
- 7.3 A dog that can not be carried in a basket or cage may still travel as Hand luggage, provided that it is strictly kept on a lead during the trip. Watertaxi Rotterdam may request an additional fare for a dog that renders the use of a seat impossible.
- 7.4 A disabled Passenger accompanied by a guide dog or an assistance dog (in training) and recognizable as such may take his dog on board as Hand luggage.
- 7.5 If the Skipper appears to suffer from allergies to an animal from a Passenger, which animal qualifies as Hand luggage, Watertaxi Rotterdam is allowed to refuse to carry out the trip. In that case, Watertaxi Rotterdam will make an effort to have an alternative Water taxi carriage take place.
- 7.6 Watertaxi Rotterdam may refuse the carriage of luggage which, by its nature, could be inconvenient, dangerous, harmful, contaminating, prohibited or not desirable on any reasonable ground on board a Water taxi. The Passenger must remove the refused luggage at his own expense and risk from the Water taxi pier and keep it removed.
- 7.7 Watertaxi Rotterdam undertakes to observe due care in order to prevent that Hand luggage gets lost or damaged.

## **Article 8 - Lost objects**

- 8.1 An object or sum of money found on board the Water taxi must be handed out to Watertaxi Rotterdam by the Passenger immediately. Watertaxi Rotterdam will issue a proof of submission to the Passenger. The Passenger does not have a claim for payment of finder's reward against Watertaxi Rotterdam.
- 8.2 Watertaxi Rotterdam is entitled to sell or destroy a good found and handed out to it by the Skipper or another person as soon as three months have passed after the day of issue, or to destroy it immediately if the good is not suitable for safekeeping or sale. For goods that have a value exceeding € 450 in the view of Watertaxi Rotterdam, it will observe a storage period of twelve months.
- 8.3 If the rightholder claims the object found or the proceeds of the sale thereof, Watertaxi Rotterdam may charge the safekeeping fee and administrative costs due to the rightholder.

## **Article 9 - Force majeure**

- 9.1 A shortcoming in the execution of the Contract of carriage can not be attributed to Watertaxi Rotterdam if the shortcoming is not the fault of Watertaxi Rotterdam and if it can not be held accountable for by law, legal transaction or common opinion (force majeure). If Watertaxi Rotterdam is not able to carry out the Contract of carriage as a result of weather circumstances, this will always constitute force majeure as referred to in the preceding sentence
- 9.2 If Watertaxi Rotterdam is not able to carry out the Contract of carriage because of force majeure, the Client as well as Watertaxi Rotterdam it may dissolve the agreement immediately. In that case, Watertaxi Rotterdam will pay back any amounts paid in advance by the Client as soon as possible.
- 9.3 In the event of force majeure, neither the Client nor the Passenger are entitled to compensation by Watertaxi Rotterdam of any damage.

## **Article 10 - Liability of Watertaxi Rotterdam**

- 10.1 Watertaxi Rotterdam is liable for damage caused by the death or injury of the Passenger as a result of an accident that occurred in connection with and during the trip to the Passenger. Watertaxi Rotterdam is not liable if the accident has been caused by a circumstance that a careful carrier could not have avoided and to the extent that such a carrier could not have prevented the consequences thereof.
- 10.2 The damages that Watertaxi Rotterdam might be due in an event as referred to in article 10.1, first sentence, are always a.) limited to the amount paid under the applicable liability insurance in the matter concerned, if applicable increased by the amount of the excess that is not recoverable from the insurer or b.) if, for whatever reason, no payment under this insurance takes place, limited to a maximum amount of € 50,000 per Passenger with a maximum of € 500,000 per event.
- 10.3 Watertaxi Rotterdam is liable for damage caused by total or partial loss or damage of the Hand luggage, if this loss or this damage has been caused during the carriage and has been caused:
  - a. by an accident to the Passenger, which accident will be for the account of Watertaxi Rotterdam;
  - or
  - b. b. by a circumstance that a careful carrier could not have avoided and to the extent that such a carrier could not have prevented the consequences thereof.The damages that Watertaxi Rotterdam might be due in the event of a loss or damage to the Hand luggage is limited to an amount of € 1,500 per Passenger.
- 10.4 Watertaxi Rotterdam is not liable for damage suffered by a Passenger during or as a result of his stay on the Water taxi pier, including the footbridge that connects the Water taxi pier to the shore. This exclusion does not count for damage that is the result of deliberate or intentionally reckless actions or omissions of Watertaxi Rotterdam or its managers.