

## General Terms of Carriage and Travel KNV Busvervoer

(This is the English version of the original Dutch text, whereby the Dutch shall prevail)

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## KNV Busvervoer

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### Article 1 - Definitions

1.1 *The Carriage Agreement:* an agreement for the carriage by coach of one or more persons with or without their baggage, not being a travel agreement in the manner defined under section 1.4 below, and not including public transport.

1.2 *The Carrier:* the person who or which undertakes to provide the carriage as defined above under section 1.1.

1.3 *The Client:* the carrier's opposite party in the carriage agreement.

1.4 *The Travel Agreement:* an agreement whereby a travel agent undertakes to provide the opposite party with a Travel arrangement by coach, to be organized by the travel agent, which includes an overnight stay or which exceeds a period of 24 hours, as well as at least two of the following services: a. carriage; b. accommodation; c. another tourist service not connected with the carriage or the accommodation, which constitutes a significant part of the travel arrangement.

1.5 *The Travel Agent:* entity which, in the course of its business, offers the general public or groups fully-organized travel arrangements by coach in its own name.

1.6 *The Traveller:* a person to be carried by the carrier by coach or a person to be carried within the frame-work of the travel agreement: a. the travel agent's opposite party; b. the person on whose behalf the travel arrangement has been arranged and who accepts the terms of that arrangement, or c. the person to whom the legal relationship in respect of the travel agent has been transferred in the manner required in law.

**Article 2 - Formation of the agreement**

2.1 The carrier or the travel agent can revoke any offer, even if it stipulates a period within which, it must have been accepted. Any offer made by the carrier or the travel agent to enter into a carriage or travel agreement shall be non-binding and can therefore be revoked, even if the client or the traveller has already accepted it. A non-binding offer must be revoked by the carrier or the travel agent within eight working hours of receipt of the acceptance.

2.2 The party entering into a contract for or on behalf of a third party is severally liable for all obligations resulting from the contract. The (other) travellers are responsible for their own part.

**Article 3 - Prices**

3.1 Unless agreed otherwise, the fare shall exclude the value added tax payable in the Netherlands ('BTW') and other government taxes or charges.

3.2 The carrier shall be authorized to pass on to the opposite party any increases in the costs connected with the execution of the carriage agreement, e.g. rises in fuel costs, wages and salaries, the price of food and drink or any other charges, by requesting the payment of a surcharge on the agreed fare. A traveller may reject the increase. That which is provided in sections 6.2 and 6.3 below shall be applicable in respect of such a rejection and the consequences thereof.

3.3 The travel agent shall be authorized to increase the agreed travel arrangement costs in connection with increased carriage costs, including fuel costs, wages and salaries, the taxes payable or the relevant rate of exchange, until 20 days before the commencement of the travel arrangement. A traveller can reject the increase. That which is provided for in sections 6.2 and 6.3 below shall be applicable in respect of such a rejection and the consequences thereof. Such changes in the costs can also result in cuts in the travel arrangement costs, unless the travel agent cannot in reason be required to make cuts in connection with the costs connected therewith. The travel agent has the obligation to include in the proposed travel arrangement all unavoidable supplementary costs to be paid by the traveller for the offered services and known at the publication. Unavoidable supplementary costs are understood to cover costs indissolubly related to the offered service. Unavoidable supplementary costs do not include the costs of extra services procured by the travel agent or third party on the travellers' request, such as insurance and costs invoiced per party when concluding the travel agreement and varying according to the party's size, and the costs of reservation which can vary per sales channel.

3.4 The client or the traveller shall be obliged to pay any extra costs for which he may be invoiced if a. extra miles have been driven and/or extra hours have been worked at his request or on account of circumstances which can be attributed to him, other than the miles or hours accounted for in the fare, or the costs of the travel arrangement provided in the present agreement, or b. if the carrier or the travel agent is forced to derogate from the execution of the carriage or the travel arrangement in any way (e.g. the route, the timetable, the amenities or the accommodation) at the client's or traveller's request or c. on account of circumstances which cannot be foreseen in advance e.g. traffic situations including traffic jams and the duration of the drive and/or the journey being longer than agreed.

**Article 4 - Payment and the maintenance of rights**

4.1 The carrier shall be authorized at any time to require the client to pay a deposit on the fare or to pay the fare in advance in full. The client shall be required to pay the deposit or the full fare within the period stipulated by the carrier. If the carrier should fail to stipulate such a date, the deposit or full fare must be paid to the carrier at the latest

14 days before the date of departure. If the client should fail to pay the deposit or the full fare within this period, the carrier shall be authorized to cancel the carriage agreement, in which case the client shall be obliged to compensate the costs incurred or any other damage suffered by the carrier. This compensation for damage shall amount to at least 30% of the fare.

4.2 The client shall be obliged to pay the fare or the balance thereof within 14 days of the invoice date, unless the parties had agreed otherwise.

4.3 Upon entering into the travel agreement, the traveller must pay a deposit of 30% of the travel arrangement within a period to be indicated by the travel agent. If the travel agent does not receive this payment or does not receive it within this period, the travel agent shall be authorized to cancel the travel agreement, in which event the traveller shall not be entitled to claim compensation for damage.

4.4 The traveller must have paid the travel arrangement costs or the balance thereof in such a way that the travel agent has received this sum at the latest four weeks before the date on which the travel arrangement commences. This period of payment shall be considered to be final. In the event of overdue payment, the traveller shall be in default, and the travel agent shall be authorized either to collect the sum payable with due observance of the provisions of section 4.5 below or to cancel the travel agreement. In the event of a cancellation, the traveller shall be obliged to pay the travel agent compensation for damage computed in conformity with the provisions of section 5.2 below of the present general terms.

4.5 The client or the traveller shall be in default in the event of any failure to pay promptly, and shall be required to pay an immediately payable penalty of 1.5% per month over the arrears without requiring any summons or notice of default. In this connection, a part of a month shall be considered to be a whole month.

4.6 All the costs, both judicial and extra-judicial (including the costs of legal counsel) which the carrier or the travel agent is required to incur in order to maintain its rights vis-à-vis the client or the traveller shall be for the latter's account. The extra-judicial costs shall amount to at least 10% of the arrears, with a minimum of € 75,-.

**Article 5 - Cancellations**

5.1 If the client should cancel the carriage agreement, he shall be obliged to compensate the damage, which the carrier suffers as a result. Unless the parties have agreed otherwise, the client shall be obliged to pay the carrier the following compensation for damage, even if the carrier's prospectus or any other publications set out other rules for cancellation - in addition to restitution of any costs incurred by the carrier on the client's authority: a. if the client cancels 22 or more days before the date on which the carriage is to be provided: 15% of the agreed fare with a minimum of € 35,-; b. if the client cancels on the 21st day or between 21 and 14 days before the date on which the carriage is to be provided: 30% of the agreed fare; c. if the client cancels on the 14th day or between 14 and 2 days before the date on which the carriage is to be provided: 50% of the agreed fare; d. if the client cancels on the 2nd day before the date on which the carriage is to be provided: 75% of the agreed fare; e. if the client cancels on the date of departure or during the carriage: the full fare.

5.2 If the traveller should cancel the travel agreement on account of circumstances within his control - such as illness or family circumstances - he shall be obliged to compensate the amount which the travel agent suffers as a result. Unless the parties have agreed otherwise, the traveller shall be obliged to pay the travel agent the following compensation for damage, even if the carrier's prospectus or any other publications set out other rules for cancellation: a. if the traveller cancels 56 or more days before the date of departure: € 35,- per person; b. if the traveller cancels on the 56th day or between 56 and 28 days before the date of departure: the sum of the deposit up to a maximum of 25% of the travel arrangement costs; c. if the traveller cancels on the 28th day or between 28 and 14 days before the date of departure: 50% of the travel arrangement costs; d. if the traveller cancels on the 14th day or between the 14th and the last day before the date of departure: 75% of the travel arrangement costs; e. if the traveller cancels on the date of departure or during the travel arrangement: the full travel arrangement costs.

5.3 If one or more travellers have booked certain accommodation for their travel arrangement in conjunction with one or more other travellers, and the latter cancel their travel arrangements, such a cancellation shall also entail a cancellation for the other traveller or travellers included in that travel agreement or those travel agreements, and that traveller or those travellers shall also be obliged to pay compensation for damage on the grounds of section 5.2 above.

5.4 The traveller cannot exercise his authority to cancel in the course of the carriage or the travel arrangement if the vehicle should be delayed as a result. The client or the traveller can only give notice of cancellation before the commencement of the carriage or a travel arrangement if that notice is issued in writing.

**Article 6 - Amendment to the agreements**

6.1 The carrier or travel agent shall be authorized to amend the carriage or travel agreement in an essential

respect on account of urgent reasons and it shall inform the client or the traveller thereof at the earliest opportunity. The client or the traveller may reject the amendment.

If the carrier or travel agent should amend the carriage or travel agreement in a non-essential aspect on account of urgent reasons, it shall inform the client or the traveller at the earliest opportunity, in which event the latter shall be entitled to reject the amendment only if it constitutes a more than minor inconvenience.

6.2 The client or the traveller must inform the carrier or the travel agent of any rejection at the earliest opportunity, in the absence of which the rejection shall be null and void.

6.3 In the event of a rejection by the client or the traveller in the manner described in section 6.2 above, the carrier or the travel agent shall be authorized to terminate the carriage or travel agreement, in the sense however that the latter must exercise this authority at the earliest opportunity. In the event of such a termination, the client or the traveller shall be entitled to a refund or discharge from the fare or the costs of the travel arrangement, or, if the carriage or the travel arrangement has already been partially provided, to a proportion thereof.

**Article 7 - Termination on account of poor bookings or force majeure**

7.1 The travel agent shall be authorized to terminate the travel agreement without being required to compensate the traveller for any damage if the number of bookings is less than the required minimum and if the traveller has been informed of the termination in writing within the period indicated in the travel agreement, or if the compliance with the travel agreement should be impossible or prevented by extraordinary and unforeseeable circumstances beyond the control of the travel agent, the consequences of which could not have been averted despite any precautionary measures.

7.2 The carrier shall be authorized to terminate the carriage agreement if its compliance therewith should become impossible or be prevented by circumstances beyond its control; such circumstances are taken to include strike action by subordinates and/or ancillary personnel of the carrier and extreme weather conditions when a weather alarm has been announced.

If the travel agreement should entail carriage by means of the provision of one or more seats in a coach and not of the availability of a coach as such, the carrier shall also be authorized to terminate the travel agreement in the event of poor bookings in the manner described in section 7.1. above.

7.3 In the event of termination, the client or the traveller shall be entitled to a refund or discharge from the fare or the travel arrangement costs, or, if the carriage or the travel arrangement had already been partially provided, a proportionate part thereof.

**Article 8 - Restriction of liability**

8.1 If the carrier should be liable in law for damage caused by the death or injury of a traveller as a result of an accident involving the traveller which occurs during or in connection with his/her carriage, and/or damage due to the entire or partial loss of the traveller's baggage occurring during carriage, its liability shall be limited to this damage, the liability for this damage shall be restricted to the sum fixed in or under the terms of the general order in council issued pursuant to section 8:1157 of the Dutch Civil Code, barring - in brief - the carrier's deliberate actions or carelessness. The carrier shall not be liable in the event of loss of or damage to legal tender, negotiable instruments, gold, silver, jewels, jewellery, objets d'art or other valuable items.

8.2 The carrier shall not be liable in respect of the client or traveller for any damage other than that referred to in section 8.1 above, such as for example damage caused by delays in the carriage, unless the damage is a result of the acts or omissions of the carrier or the driver, and if these occurred with the intent to cause damage or occurred carelessly in the knowledge that they were likely to cause damage. The circumstance that the carriage agreement can not be fully complied as a consequence of applicable (traffic) law or other regulations shall not be qualified as an omission of the carrier and shall not produce liability.

8.3 The travel agent's liability for damage other than death or injury to the traveller shall be restricted to three times the travel arrangement costs, in the sense that the compensation for loss of travel enjoyment shall amount to at most the sum of the travel arrangement.

Where a service included in a travel agreement is subject to a treaty which awards exclusion or limits liability in favour of the travel organiser, said exclusion or limitation shall apply to the lowest amount permitted in favour of the travel agent.

**Article 9 - The traveller's obligations**

9.1 The traveller shall be obliged to act in conformity with the reasonable instructions issued by or on behalf of the carrier or the travel agent. The traveller is required to be in possession of identity documentation and to show this to the driver on request. The traveller shall be obliged to pack his baggage properly before the commencement of the carriage or the travel arrangement (for example in order to prevent damage to other baggage or to the coach) and to mark it clearly with his name, address and destination. The carrier or the travel agent shall be authorized to refuse baggage if the number of items carried by the traveller or the volume thereof is unreasonable, or exceeds 20 kilos per

person.

The traveller is prohibited from carrying drugs, explosives, weapons, oxygen tanks or dangerous substances in his baggage or to carry them with him in any other way. In the coach, the traveller shall be obliged to refrain from: a. carrying with him/her drugs, explosives, oxygen flasks or hazardous substances; b. standing or walking while the coach is in motion or consuming hot or cold beverages unless for the personal risk of the traveller; c. operating electronic devices such as mobile telephones unless and insofar that this is permitted by the driver.

In the coach, the traveller shall be obliged to refrain from: a. damaging and/or soiling the coach; b. the consumption of alcoholic beverages (unless with explicit permission of the carrier or travel agent), and from the use of drugs at any time; c. touching emergency provision such as the emergency door and emergency hatch; d. smoking without the permission of the driver; e. obstructing personnel in the course of their duty in any way; f. causing a nuisance or inconvenience to fellow travellers or road users, including spilling hot beverages.

9.2 The carrier or the travel agent shall be authorized to refuse the traveller further carriage or to have this refused and to order him to leave the coach immediately if the traveller should act in breach of the obligations described in section 9.1 above.

9.3 The traveller shall furthermore be obliged to wear safety belts during the journey insofar as these are present when transporting children aged under 12 years accompanying persons have the responsibility that the former wear safety belts insofar as these are present and to carry all the travel documents necessary for the travel arrangement, such as passport and visas, to be present in good time for departure and for each departure from stopovers. If the traveller's failure to ensure that he carries the necessary documents or to be present in good time for departure or for each departure from stopovers should result in significant delays, the carrier or the travel agent shall be authorized to refuse that traveller's carriage or the travel arrangement, in which case the client or the traveller shall not be able to claim any compensation for damage or restitution of the fare or the travel arrangement costs on that account.

9.4 Without prejudice to that which is provided for in sections 9.1 to 9.3 above, the client or the traveller shall be obliged to compensate the carrier or the travel agent for any damage which the latter may have suffered and may suffer as a result of the fact that the traveller has acted in breach of any of the obligations described above.

**Article 10 - Complaints**

10.1 If the client or the traveller should wish to invoke a default by the carrier or the travel agent in its compliance with the agreement, the client or the traveller must inform the carrier or the travel agent of this complaint immediately and in writing or in another appropriate manner, so that the carrier or the travel agent can find a suitable solution.

10.2 If the complaint is not rectified to the satisfaction of the client or the traveller during the course of the agreement, the latter may submit a written and fully-argued complaint to the carrier or the travel agent at the latest within one month of the execution of the agreement or, if the carriage or the travel arrangement was cancelled, within a month of the planned date of departure. If the complaint does not concern the execution of the agreement but the way in which it was entered into, it must be submitted to the carrier or the travel agent within a month of the disputed act or omission.

10.3 The carrier or travel agent must handle a complaint within a month of the submission thereof. If the carrier or travel agent should fail to handle a complaint within this period or fail to rectify it to the client's or the traveller's satisfaction, the latter may submit his complaint in writing to a complaints body set up by the KNV Busvervoer (Royal Dutch Transport Association - Coach Transport) at the latest three months after execution of the agreement or the planned date of departure or after the date on which the carrier or the travel agent undertook the disputed acts or omissions in respect of the way the agreement was entered into. This complaints body shall decide by way of binding advice.

10.4 A traveller who does not wish to make use of this binding advice procedure can apply to the Cantonal Court with jurisdiction in law or, if the claim should be within the jurisdiction of the District Court, to the District Court within whose jurisdiction the carrier or the travel agent is domiciled, without prejudice to the latter's right to apply to another District Court with jurisdiction in law.

10.5 Notwithstanding the stipulations of mandatory law in regard to preclusion of legal action due to lapse of time on failure to make timely notification as per Article 8:1753 of the Dutch Civil Code, any claim which the client or the traveller may have shall lapse one year after the execution of the agreement or one year after the planned date of departure or after the date on which the carrier or travel agent undertook the disputed acts or omission in respect of the way in which the agreement was entered into.

**Article 11 - Applicable law**

11.1 The law of The Netherlands shall be applicable to all carriage or travel agreements.