



## GENERAL TERMS AND CONDITIONS Wagenborg Passagiersdiensten B.V.

### 1. Definitions

In these General Terms and Conditions, the following terms have the following meanings:

- 1.1 Rederij Wagenborg: the private company with limited liability under Dutch law 'Wagenborg Passagiersdiensten B.V.', with registered office in Delfzijl.
- 1.2 Passenger: a natural or legal person, with whom or which Wagenborg Passagiersdiensten B.V. has entered into an agreement.
- 1.3 Agreement: The agreement concluded between Wagenborg Passagiersdiensten B.V. and the Passenger, regarding the purchase of a boat ticket.
- 1.4 Boat ticket: A return ticket for the boat trip from and/or to Ameland or from and/or to Schiermonnikoog for the carriage of persons and/or vehicles.

### 2. General

- 2.1 These Terms and Conditions apply to any agreement between Wagenborg Passagiersdiensten B.V. and the Passenger, to which Wagenborg Passagiersdiensten B.V. has declared these Terms and Conditions applicable, in so far as these Terms and Conditions have not been expressly derogated from and in writing by the parties.
- 2.2 Any derogations from these General Terms and Conditions are only valid if they have been expressly agreed in writing.
- 2.3 All agreements between Wagenborg Passagiersdiensten B.V. and the Passenger are also governed by the *Algemene Veerboot- en Beurtvaartcondities* [Dutch General Ferry Boat and Regular Barge Service Terms and Conditions]; the latest version has been deposited at the registry of the District Courts of Amsterdam and Rotterdam. In case of conflict between these General Terms and Conditions and the *Algemene Veerboot- en Beurtvaartcondities*, these General Terms and Conditions of Wagenborg Passagiersdiensten B.V. shall prevail.
- 2.4 These terms are deposited at the offices of the Chamber of Commerce in Groningen, under file number 02300456. The last registered version shall always apply. These General Terms and Conditions are also available on the website of Wagenborg Passagiersdiensten B.V. ([www.wpd.nl](http://www.wpd.nl)).

### 3. Contract formation

- 3.1 The agreement is concluded by acceptance by the Passenger of the offer

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of Wagenborg Passagiersdiensten B.V. After the formation of the agreement, the Passenger will receive confirmation thereof in writing or by electronic means as soon as possible, possibly in the form of an invoice.

- 3.2 The offer of Wagenborg Passagiersdiensten B.V. is subject to contract and may be revoked by Wagenborg Passagiersdiensten B.V.

Revocation due to correction of errors in the calculation of the travel sum or other manifest errors is allowed. This should be done as soon as possible, but not later than two working days after acceptance, giving reasons.

- 3.3 The Passenger shall provide Wagenborg Passagiersdiensten B.V. with all the information about themselves and the passengers they have registered, before or after the conclusion of the agreement that may be relevant to the conclusion or performance of the agreement.

If the Passenger fails to comply with this duty of disclosure and this means that the Passenger is excluded from further participation in the trip by the Rederij Wagenborg, in accordance with the provisions of clause 10 of these General Terms and Conditions, the costs mentioned in said clause will be charged to the Passenger.

- 3.4 The person who enters into an agreement on behalf of or for the benefit of another (the applicant) is jointly and severally liable for all obligations arising from the agreement. All dealings (including payment transactions) between the Passenger and fellow passenger(s) on the one hand and Wagenborg Passagiersdiensten B.V. on the other hand shall only take place via the applicant. The fellow passengers are liable for their own share.

- 3.5 Rederij Wagenborg is not responsible for general information in photos, leaflets, advertisements, websites and other information carriers, to the extent prepared or published under the responsibility of third parties.

## 4. Rates

- 4.1 The rates published by Wagenborg Passagiersdiensten B.V. include VAT and tourist taxes. The rates are quoted in euros.

- 4.2 The rates are only guaranteed once the booking of the ferry ticket is confirmed in writing or by email by Wagenborg Passagiersdiensten B.V.

## 5. Changes and cancellations

- 5.1 A car reservation or group booking can be changed up to half an hour before the time of departure.

- 5.2 A ferry ticket can be changed with respect to the travel date, and the time of the outward and return journey. Changes are free of charge. As long as the reservation has not been paid, changes are free of charge. If a change results in a trip with a different rate, the difference will

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be settled on departure.

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- 5.3 The Passenger, the person replacing the Passenger, and fellow passengers (in case of multiple passengers under a single booking) are jointly and severally liable to Wagenborg Passagiersdiensten B.V. for the payment of the remaining part of the travel sum and any additional costs resulting from the replacement.
- 5.4 A ferry ticket can be changed by telephone or at the counter.
- 5.5 Cancellation is only possible until 48 hours before the departure date. Amounts paid in advance will be refunded minus a €7 administration fee.
- 5.6 The group discount applies only to a group of at least 15 people. If it appears upon departure that this is not the case, the difference between the reduced rate and the normal rate must be paid upon departure. The group booking concerns a booking to be eligible for a reduction, and only applies to the trips for which the group has been registered. The booking does not guarantee a place.
- 5.7 Changes can be made by telephone on +31(0)900 9238 (€0.70 per call). Changes in writing must be made by email (info@wpd.nl), or by post (Rederij Wagenborg, Postbus 70, 9163 ZM Nes/Ameland, the Netherlands).

## 6. Payment

- 6.1 Payment must be made immediately upon purchase or reservation of the ferry ticket.
- 6.2 Payment must be made using means of payment which are legal tender in the Netherlands at the rates then current, or in another manner that is accepted by Wagenborg Passagiersdiensten B.V.
- 6.3 Objections to ferry ticket price levels (rates) shall not suspend the payment obligation.
- 6.4 After the expiry of the period referred to in 6.1, the Passenger shall be in default by operation of law; in such a case, the Passenger shall not be entitled to receive the ferry tickets.

## 7 Collection costs

- 7.1 If the Passenger is in breach or in default regarding compliance with one or more of their obligations, all reasonable costs for obtaining out of court payment shall be paid by the Passenger. The Passenger shall in any event be liable for collection costs in the event of a monetary claim. Collection costs will be calculated in accordance with the collection rates as recommended in the 'Voorwerk II' report of the Netherlands Association for the Administration of Justice [Nederlandse Vereniging voor Rechtspraak, NVvR].
- 7.2 If Wagenborg Passagiersdiensten B.V. demonstrates that it incurred higher costs, which were reasonably necessary, they shall also qualify for compensation.

## 8 Termination/dissolution

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- 8.1 Wagenborg Passagiersdiensten B.V. has the right to terminate or dissolve the agreement with immediate effect due to grave circumstances.
- 8.2 'Grave circumstances' shall be taken to mean circumstances of such nature that further obligation under the agreement cannot reasonably be required of Wagenborg Passagiersdiensten B.V., including in any case the transactions and situations as stated in clause 10 of these General Terms and Conditions.
- 8.3 If the reason for termination or cancellation can be attributed to the Passenger, any resulting loss or damage shall be borne by the Passenger.
- 8.4 a. If the cause of the termination or cancellation can be attributed to Wagenborg Passagiersdiensten B.V. any resulting loss or damage shall be borne by Wagenborg Passagiersdiensten B.V.
- b. If the reason for termination or cancellation cannot be attributed to either the Passenger or Wagenborg Passagiersdiensten B.V., each party shall bear their own loss or damage.
- c. If Wagenborg Passagiersdiensten B.V. saves money as a result of the termination or cancellation, the Passenger is entitled to their share of such savings.
- 8.5 The foregoing subclauses of this clause shall not affect any legal provisions regarding termination of the agreement by Wagenborg Passagiersdiensten B.V.
- 9 Liability
- 9.1 The *Algemene Veerboot- en Beurtvaartcondities* [Dutch General Ferryboat and Regular Barge Service Terms and Conditions], which apply to all agreements with Wagenborg Passagiersdiensten B.V., contain detailed provisions regarding the liability of the Passenger and a carrier such as Wagenborg Passagiersdiensten B.V. These provisions are deemed to be repeated and incorporated herein.
- 9.2 The liability of Wagenborg Passagiersdiensten B.V., as referred to in the *Algemene Veerboot- en Beurtvaartcondities*, is limited to the performance of the agreement by Wagenborg Passagiersdiensten B.V. Wagenborg Passagiersdiensten B.V. is not liable for loss or damage resulting from the performance of the agreement by third parties.
- 9.3 Wagenborg Passagiersdiensten B.V. cannot be held liable for loss or damage caused by delays or the cancellation of departures.
10. Obligations of the Passenger
- 10.1 The Passenger is not permitted to be carried by Wagenborg Passagiersdiensten B.V. without valid proof of a ferry ticket.  
The Passenger is also prohibited from using an unauthorised,



- modified or otherwise edited receipt of a ferry ticket, to abuse such a proof or to obstruct or prevent its inspection.
- 10.2 The Passenger should carefully handle their ferry ticket receipt. The Passenger must inform Wagenborg Passagiersdiensten B.V. immediately in the event of the theft of the ferry ticket receipt. In the event of fraud or the theft of this receipt, the Passenger shall be liable for any loss or damage resulting therefrom, unless the loss or damage is caused by the actions or omissions of Wagenborg Passagiersdiensten B.V.
- 10.3 The Passenger is obliged to comply with all instructions provided by Wagenborg Passagiersdiensten B.V. aimed at promoting the proper execution of the trip and is liable for any loss or damage caused by their unauthorised conduct, to be assessed with respect to the behaviour of a prudent Passenger.
- 10.4 Any Passenger who causes or may cause nuisance or trouble that complicates or may complicate a proper performance of a trip, such as, for example, due to drunkenness or illness, or who acts in such an undesirable manner as to impair the well-being and/or safety of other passengers and crew may be denied access to the terminal complex and/or ferry by Wagenborg Passagiersdiensten B.V. if they cannot reasonably be expected to comply with the agreement.
- 10.5 Wagenborg Passagiersdiensten B.V. may deny Passengers who are in possession of items that Wagenborg Passagiersdiensten B.V. considers to be undesirable access to the terminal complex and/or ferry, including in any event hazardous, explosive, radioactive and/or toxic substances, smuggled goods, weapons (without an arms licence), ammunition or other materials or objects that may endanger the health, well-being and/or safety of the Passengers and crew;
- 10.6 If the Passenger is in possession of one of the items referred to in subclause 5 of this clause, and this comes to the attention of Wagenborg Passagiersdiensten B.V. for the first time during a crossing, it is entitled to take any such items off them and store them during the crossing. After arriving at the destination, the items will be returned to the Passenger. Wagenborg Passagiersdiensten B.V. is also entitled to hold the weapon in safekeeping, even if the Passenger has an arms licence.
- 10.7 Wagenborg Passagiersdiensten B.V. may refuse to carry goods (including animals) which it would be reasonably undesirable to take on board and ship due to safety on board, their weight, shape, size or character.
- 10.8 If access to the terminal complex and/or the ferry is denied in one of the cases, as mentioned above in clauses, the Passenger is not entitled to a refund of any



travel sum already paid. All costs arising from the behaviour mentioned in clause 10 shall be borne by the Passenger. The Passenger is required to avoid or minimise any loss or damage.

10.9 Wagenborg Passagiersdiensten B.V. is not liable for any loss or damage suffered by the Passenger and/or their property, as result of being denied access to the terminal complex and/or ferry, or their property being taken and placed in safe keeping pursuant to one of the subclauses of this clause.

## 11. Passengers with mobility restrictions

11.1 Companions that accompany Passengers with limited mobility may travel for free on display of the NS ID.

11.2 If a Passenger with mobility issues has a guide dog, the animal is considered their companion and allowed to travel free of charge in accordance with NS rules. For more information, see: [www.ns.nl](http://www.ns.nl).

## 12 Children

12.1 Children up to 10 years of age may not travel on one of the boats of Wagenborg Passagiersdiensten B.V. unless accompanied by their parents or persons aged 18 or over.

## 13 Disputes and applicable law

13.1 All agreements within the meaning of these General Terms and Conditions are governed by Dutch law, regardless of the place where the activities are performed.

13.2 All disputes between Wagenborg Passagiersdiensten B.V. and the Passenger shall be settled by the competent court in Groningen.

Nes, Ameland,  
January, 2019