

# General Terms and Conditions of Travel Agency / Conditions of Use

## Version 01-2024

These travel agency conditions govern the legal relationship between the customer and the agent, Rederij van Linschoten.

### 1. Agency agreement

1.1 Rederij van Linschoten arranges and reserves participation in sailing trips for customers with tour operators/ ship owners. In this activity, Rederij van Linschoten does not provide its own services, i.e. it is not a tour operator itself. Instead, it acts as agent on behalf and for the account of various third parties, hereinafter referred to as operators. The contract for the service booked is therefore concluded exclusively between the customer and the operator. Only an agency agreement is concluded between Rederij van Linschoten and the client, which includes the purchase of services from various third party service providers.

1.2 The agency agreement is concluded as soon as the customer receives a booking confirmation/invoice from Rederij van Linschoten after his/her registration and a down-payment of the travel sum (for short-term bookings or small amounts the full travel sum) has been received by Rederij van Linschoten. With the deposit/payment of the total travel sum, the customer acknowledges the GTC Travel Agency as an integral part of the travel agreement.

1.3 Contractual relationships directly related to the agreed service are concluded between the operator and the customer. This is subject to the operator's General Terms and Conditions, which are attached to the travel documents. Special rules for sailing events can be found under point 5.

1.4 The operator is listed on the invoice.

### 2. Offer/registration

2.1 All offers made by Rederij van Linschoten in the form of flyers, advertisements or websites are non-binding and subject to availability of the relevant operator.

2.2 Registration for a cruise can be made in writing, orally or electronically.

### 3. Terms of payment

3.1 Rederij van Linschoten does not charge extra for bookings! You book at the original prices of the shipowner/ operator.

3.2 Payment of the price must be made by transfer to the account of Rederij van Linschoten as stated on the booking confirmation/invoice. However, Rederij van Linschoten remains the agent only.

3.3 The amount to be paid as a deposit on the travel sum will be determined by the operator. For bookings within 4 weeks before the start of the cruise, the full travel sum is due immediately. The same applies to tickets for sailing events.

### 4. Cancellations/changes

4.1 Cancellations of multi-day trips and full charters are subject to the Operator's general terms and conditions attached to the booking confirmation. Tickets for sailing events (e.g. Kieler Woche) are excluded from this.

4.2 Bookings can also be transferred to third parties.

## **5. Sailing events**

5.1 Tickets for day and evening trips on sailing or other events cannot be cancelled as these are scheduled leisure events. Fees will not be refunded. Tickets can, however, be transferred to third parties.

5.2 The operator reserves the right to cancel or postpone the sailing trip due to force majeure (e.g. storm, shipwreck).

5.3 The operator reserves the right to cancel the cruise if the number of passengers is too low. In this case, the costs will be refunded. No further claims can be made.

## **6. Liability**

6.1 Rederij van Linschoten shall only be liable for shortcomings in its own duty of advice and information to the extent that these are not due to slight negligence.

6.2 Rederij van Linschoten shall not be liable for data, information and services provided by the operators or ship owners. In particular, Rederij van Linschoten is not liable for changes in sailing schedules or prices made by the operator or ship owner.

6.3 No liability will be accepted for stolen or damaged luggage.

6.4 Rederij van Linschoten is not liable for hoisting sails and sailing without the use of engine power. Setting sails is at the sole discretion of the captain and is always subject to compliance with safety regulations and wind and weather conditions.

6.5 The settlement of any breakdowns will take place between the customer and the operator. Claims for non-contractual performance must be addressed immediately and exclusively to the respective operator. If the details on the booking confirmation are not sufficient to identify the operator, all necessary information can be requested from Rederij van Linschoten.

## **7. Insurance**

It is advisable to take out travel insurance, cancellation insurance and storm, ice and fog insurance. The traveller is not insured by Rederij van Linschoten against accidents, illness or additional travel costs.

## **8. Passport, visas, customs, foreign exchange and health regulations**

The customer is responsible for complying with passport, visa, customs, foreign exchange and health regulations. All disadvantages arising from non-compliance with these regulations are the responsibility of the customer, even if these regulations are changed after the booking is made.

## **9. Jurisdiction**

All disputes relating to this agreement shall be governed by Dutch law. This applies insofar as no other national law applies on the basis of mandatory rules.

## **10. General provisions / severability clause**

If any provision of these agency conditions is or becomes invalid, this shall not affect the validity of the remaining provisions.