

# General Agency Terms and Conditions of Rederij van Linschoten

Version 06-2025

## 1. Definitions

- 1.1 **Rederij van Linschoten**: the intermediary who organizes and reserves participation in sailing trips with operators/shipowners on behalf of customers.
- 1.2 **Operator**: the tour operator or shipowner who actually offers and carries out the sailing trip.
- 1.3 **Customer**: the person who books a sailing trip or a gift voucher through Rederij van Linschoten.
- 1.4 **Agency Agreement**: the agreement between Rederij van Linschoten and the customer regarding the booking of a sailing trip with an operator.

## 2. Agency Agreement

- 2.1 Rederij van Linschoten acts as an agent on behalf of and for the account of various operators. It does not provide its own services and is not a tour operator.
- 2.2 The actual travel contract is concluded exclusively between the customer and the operator. The customer agrees to the general terms and conditions of the operator.
- 2.3 The agency agreement is concluded once the customer receives a booking confirmation/invoice and a deposit or payment has been received by Rederij van Linschoten. By making the (down) payment, the customer accepts these agency terms and conditions as an integral part of the contract.
- 2.4 The operator is stated on the invoice.

## 3. Offers and Registration

- 3.1 All offers by Rederij van Linschoten are non-binding and subject to availability by the operator.
- 3.2 Registration can take place in writing, orally, or electronically.
- 3.3 By registering, the customer confirms that they have read, understood, and accepted these conditions.

## 4. Payment

- 4.1 Rederij van Linschoten does not charge any additional fees; the customer books at the operator's original price.
- 4.2 Payment is made by bank transfer to Rederij van Linschoten according to the booking confirmation/invoice.
- 4.3 The amount of the deposit is determined by the operator and stated in the booking confirmation. For bookings made within 4 weeks prior to the start of the trip, the total price is due immediately.

## 5. Cancellations and Changes

- 5.1 For cancellations of multi-day trips and full charters, the operator's terms and conditions apply.
- 5.2 Tickets for sailing events (e.g. day or evening trips) are non-refundable and cannot be canceled.
- 5.3 The transfer of a booking to third parties is permitted unless otherwise specified by the operator.

## 6. Sailing Events

- 6.1 Tickets for sailing events are non-refundable. Transfer to another person is possible.
- 6.2 The operator reserves the right to cancel or postpone trips due to force majeure (e.g. storms, ship accidents).
- 6.3 In the event of cancellation due to an insufficient number of participants, the amount paid will be refunded; further claims are excluded.

## 7. Gift Vouchers

7.1 The Rederij van Linschoten gift voucher is a value voucher that can be used as a means of payment for trips offered on the website [www.rederijvanlinschoten.com](http://www.rederijvanlinschoten.com). It is valid for 2 years from the date of issue.

7.2 After the expiry date, the voucher loses its validity without any refund.

7.3 Vouchers cannot be exchanged for cash and remaining balances will not be paid out.

7.4 Bookings using a voucher are only valid after confirmation of availability by Rederij van Linschoten.

7.5 There is no right of withdrawal after purchase.

7.6 Rederij van Linschoten accepts no liability for loss, theft, or unauthorized use. Please keep your voucher safe.

7.7 Vouchers are transferable provided the recipient accepts these conditions.

## 8. Liability

8.1 Rederij van Linschoten is only liable for its own gross negligence or intent in the provision of agency services.

8.2 No liability is accepted for services, changes, or errors on the part of the operator or shipowner. In particular, Rederij van Linschoten is not liable for changes to itineraries or prices made by the operator or shipowner.

8.3 No liability is accepted for stolen or damaged luggage.

8.4 Rederij van Linschoten is not liable for whether the ship sets sails during the trip and sails entirely without the use of engine power. The decision to set sails lies solely with the captain and always depends on compliance with safety regulations as well as wind and weather conditions.

8.5 Complaints and claims related to the execution of the trip must be submitted in writing or electronically to Rederij van Linschoten, who will forward them to the operator.

## 9. Insurance

9.1 It is recommended that customers take out travel, travel cancellation, and, if necessary, additional insurance.

9.2 Rederij van Linschoten does not offer insurance and assumes no liability in this regard.

## 10. Passport, Visa, Customs, Currency, and Health Regulations

10.1 The customer is responsible for complying with passport, visa, customs, currency, and health regulations.

10.2 The customer bears any disadvantages resulting from non-compliance, including in the case of subsequent changes to regulations.

## 11. Data Protection

11.1 Personal data is processed in accordance with the GDPR. The privacy policy is available on the website.

11.2 By using our services, the customer agrees to the processing of their data.

## 12. Complaints Procedure

12.1 Complaints regarding the agency service or the trip must be submitted in writing or electronically to Rederij van Linschoten.

12.2 Rederij van Linschoten will process the complaints and, if necessary, forward them to the operator for clarification.

12.3 The customer will receive feedback on the status and handling of their complaint.

## 13. Applicable Law and Jurisdiction

13.1 Dutch law applies unless mandatory legal provisions stipulate otherwise.

13.2 Disputes should first be settled amicably. If this is not possible, the competent court in the

Netherlands shall have jurisdiction.

## 14. Miscellaneous

14.1 If any provision of these terms and conditions is or becomes invalid, the validity of the remaining provisions shall not be affected.

14.2 The terms and conditions are available at any time on the website of Rederij van Linschoten.



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