

## TERMS AND CONDITIONS LA REINE PRIVATE CRUISES

### INTRODUCTION

#### Article 1 Introductory provisions

1. The following terms are defined as follows in these Travel Terms and Conditions:

Travel organiser: La Reine Private Cruises, which offers prearranged travel packages to the public or to a group of persons.

Traveller:

- a. the other party of La Reine Private Cruises the travel organiser, or
- b. the party on whose behalf the travel package has been arranged, and who has accepted this arrangement, or
- c. the party to which the legal relationship with La Reine Private Cruises has been transferred, in accordance with Article 11 of these terms and conditions.

Travel contract: the contract under which La Reine Private Cruises undertakes vis-à-vis its other party to provide a prearranged travel package offered by La Reine Private Cruises.

### BEFORE BOOKING THE TRAVEL PACKAGE

#### Article 2 Information provided by La Reine Private Cruises

1. La Reine Private Cruises will provide or ensure the provision of general information on passports, visas and any health-related formalities to the traveller, no later than at the time the contract is concluded.

The traveller him/herself is responsible for obtaining the necessary additional information from the relevant authorities and to ascertain in time before departure whether or not the information previously obtained has changed.

2. La Reine Private Cruises will provide or ensure the provision of information to the traveller on the possibility to take out cancellation insurance and travel insurance. La Reine Private Cruises can decide to carry out a travel contract subject to the condition that the traveller will effect a travel insurance, and can request proof of such insurance. La Reine Private Cruises will state such a condition clearly in the offer.

3. La Reine Private Cruises accepts no responsibility for general information in photos, folders, advertisements, websites and other information carriers, if these have been drawn up or published by third parties.

#### Article 3 Information provided by the traveller

1. Before or no later than at the time the contract is concluded, the traveller will provide La Reine Private Cruises with all information regarding him/herself and the travellers for which he/she has made a booking which could be of importance in the conclusion or realisation of the contract. This will include the numbers of his/her mobile telephones and e-mail addresses.

2. The traveller must provide information concerning the physical and/or mental condition of the traveller(s) (including the use of alcohol, drugs or medicines) if this physical and/or mental condition could result in discomfort, danger or risks to the traveller or to other travellers (passengers and/or crew) or the property of third parties. The passenger is aware that the owner and/or the captain of the bluecruise ship La Reine Private Cruises can

refuse the passenger the right to further stay if the information turns out to be incorrect or has not been provided. Information must also be provided on any limited mobility, and on the necessity for accompaniment for minor and disabled travellers, pregnant women, persons who are ill and other accompanying travellers. The traveller is aware that the owner and/or the captain of the bluecruise-ship La Reine Private Cruises reserve the right to require a medical declaration with regard to specific medical conditions, and in the event that no such a medical declaration is presented, to refuse the traveller the right to (further) stay.

3. The traveller must also indicate any details which could be of importance to the proper realisation of the travel package by La Reine Private Cruises in terms of the capacity or composition of the party for which he/she has made a booking.

4. If the traveller does not comply with his/her obligations to provide information, and this results in said traveller(s) being excluded from (further) participation in the travel package in accordance with the provision in Article 18 paragraph 2, the costs referred to in said article will be charged to him/her.

### BOOKING THE TRAVEL PACKAGE (Content and record)

#### Article 4 Conclusion and content of contract

1. Offer and acceptance

a. The contract is realized as a result of acceptance by the traveller of the offer of La Reine Private Cruises, including the applicable conditions. After the contract is realized, the traveller will receive confirmation of this as quickly as possible, in the form of an invoice if applicable.

b. In the case of a booking via the internet, La Reine Private Cruises will design the booking process in such a way that the traveller is informed before the acceptance that he/she is entering into a contract, and which terms and conditions are applicable to it. The traveller is bound by this contract from the moment the booking is confirmed by La Reine Private Cruises.

2. Withdrawal of offer

The offer of La Reine Private Cruises is free of obligation, and can be withdrawn by La Reine Private Cruises if necessary. Withdrawal due to a correction of errors in the calculation of the travel sum or of other errors is permitted. The withdrawal must take place as quickly as possible, before 12 noon on the second working day after the date of acceptance, giving reasons. In such cases, the traveller is entitled to prompt reimbursement of any amounts paid.

3. Manifest errors

Manifest errors and manifest mistakes are not binding on La Reine Private Cruises. Such errors and mistakes are errors and mistakes which – from the point of view of the average traveller – are or should be recognisable as such at first sight.

4. Termination by La Reine Private Cruises due to low participation

La Reine Private Cruises is entitled to terminate the contract with immediate effect if the number of bookings is lower than the required minimum

number of 8 guests. Should this be the case, then the termination will be noticed not later than 8 weeks before the travel date. Articles 13 and 15 are not applicable.

#### 5. Booking party

- a. A person who enters into an obligation in the name of or on behalf of another person (the booking party) is jointly and severally liable for all the obligations arising from the contract.
- b. All communication (including payment) between the traveller(s) on the one hand and La Reine Private Cruises on the other hand, will take place exclusively through the booking party.
- c. Each traveller is liable for his/her own share of the contract.

#### 6. Published details and restrictions

- a. If the agreed travel package is included in a publication of La Reine Private Cruises, the details contained in this form part of the contract.
- b. If the travel organiser has included general restrictions in the general section of the programme, and these conflict with the travel terms and conditions, the provisions most favourable to the traveller will be applicable.

#### 7. Departure and arrival times

Departure and arrival times for transport components will be stated in the travel documents. These times are definitive. La Reine Private Cruises may only alter these times within reasonable limits, and only if it cannot reasonably be required to adhere to these times. In such cases, Articles 14 and 15 are not applicable.

### Article 6 Payment, interest and collection costs

1. No later than 5 days after the contract is realized, a deposit must be paid of 40% of the total agreed travel sum.
2. The remainder of the travel sum must be in the possession of La Reine Private Cruises no later than 8 weeks before the day of departure. The traveller will be in default if payment is not made on time. If the traveller does not pay on time, La Reine Private Cruises will send the traveller a payment reminder at no charge, giving the traveller a further 7-day period to make the payment. If payment has still not been made by that time, the contract will be deemed to have been cancelled on the day of default. La Reine Private Cruises is entitled to charge the cancellation costs owed in this context. In such cases, the provisions of Article 12 are applicable, and the cancellation fee will be deducted from the amounts already paid.
3. If the contract is realized less than 8 weeks before the date of departure, the entire travel sum must be paid immediately, in full.
4. A traveller who does not comply with a financial obligation to La Reine Private Cruises in good time will owe the statutory interest rate on the remaining amount owed. The traveller will also be required to reimburse any collection costs reasonably incurred by the travel organiser. These amounts will be a maximum of: 15% of travel sums up to €2,500; 10% of the subsequent €2,500 and 5% of the subsequent €5,000, with a minimum of €40. The travel organiser can deviate from the stated amounts and percentages to the advantage of the traveller.

### Article 7 Travel sum

1. The published travel sum is per person, unless otherwise indicated. It includes the services and provisions stated in the publication, whether or not specified in separate cost elements, including unavoidable additional costs which the traveller must pay for the services offered which are known at the moment of publication. The term unavoidable additional costs shall include costs which are inextricably linked with the service offered. This does not include the costs of additional services which are provided at the request of the traveller by La Reine Private Cruises or by third parties, such as insurance

premiums and costs charged per party at the time of booking and which vary depending on the size of the party.

2. The published travel sum is based on the prices, levies and taxes that were known to La Reine Private Cruises at the time of its publication.

#### PERIOD AFTER BOOKING THROUGH TO REALISATION OF THE TRAVEL PACKAGE

### Article 8 Changes to travel sum

1. La Reine Private Cruises is entitled to increase the travel sum in the context of changes to transport costs (including fuel costs), taxes and levies owed, up to 20 calendar days before the date of departure. La Reine Private Cruises will indicate in this context how the increase has been calculated. Such changes can also lead to a reduction of the travel sum, unless this cannot reasonably be expected of La Reine Private Cruises in view of the costs involved. La Reine Private Cruises must indicate in this context how the reduction has been calculated. If the travel sum has been paid on time, the period within which the travel sum can no longer be increased, is six weeks before departure, rather than 20 calendar days.
2. a. The traveller is entitled to reject an increase to the travel sum as referred to in paragraph 1. The traveller must make use of this right within three working days of receipt of notification of the increase, on penalty of forfeiture.  
b. If the traveller rejects the increase, La Reine Private Cruises is entitled to terminate the contract. La Reine Private Cruises must exercise this right within seven working days of receipt of notification of the increase, on penalty of forfeiture. At that point, the traveller is entitled to a waiver of the travel sum or immediate reimbursement of amounts already paid. Articles 13, 14 and 15 are not applicable.

### Article 9 Travel contract documents and travellers' required travel documents

1. La Reine Private Cruises will ensure that the necessary travel contract documents are in the possession of the traveller no later than 10 calendar days before the day of departure, unless this cannot reasonably be expected of the travel organiser.
2. The traveller him/herself is responsible for having the necessary travel documents with him/her, such as a valid passport or, where permitted, an identity card and any necessary visas, proofs of immunisations and vaccinations, driving licence and international motor insurance certificate. If the traveller is unable to undertake all or part of the travel package as a result of not being in possession of any document, or of such a document not being valid, any and all consequences of this will be at the traveller's expense.

### Article 10 Changes instigated by the traveller

1. After the contract has been realized, the traveller can request changes to it. This is subject to the condition that the traveller pays the amended travel sum, after deduction of the amounts already paid. Furthermore, the traveller is required to pay an amendment fee per booking, and, if appropriate, communication costs. A decision regarding the request will be taken as quickly as possible. These amendments will be implemented as much as possible, up to 28 calendar days before departure, and if successful confirmed in writing by La Reine Private Cruises.
2. Rejection of the amendments requested by the traveller will be notified by La Reine Private Cruises to the traveller immediately, giving reasons. The traveller can proceed with the original contract, or cancel it. If he/she chooses to cancel the contract, Article 12 will be applicable. If there is no response from the traveller to the rejection of his/her request, the original contract will be enforced.

3. A change to the departure date or a reduction to the number of paying passengers will be considered a cancellation or part cancellation, to which Article 12 is applicable. In such cases, no amendment fee or communication costs will be owed.

#### **Article 11 Substitution**

1. The traveller can be substituted by another person, betimes before departure. This is subject to the following conditions:

- the other person complies with all the conditions to which the contract is subject; and
- the request is submitted no later than seven calendar days before departure; and
- the terms and conditions of the service providers involved in the fulfilment do not preclude such substitution.

2. The booking party, the traveller and the person substituting for the traveller are jointly and severally liable vis-à-vis La Reine Private Cruises for payment of the as yet unpaid part of the travel sum, the amendment fee and communication costs referred to in Article 10 paragraph 1 and any additional costs resulting from the substitution.

#### **Article 12 Cancellation by the traveller**

1. Standard cancellation fee

In the event that a contract is cancelled, La Reine Private Cruises can charge the traveller the following cancellation fees:

- More than 70 days before departure: Deposit only
- 70-57 days prior to departure: 50% of the total cost
- 56-29 days prior to departure: 75% of the total cost
- 28 days or less prior to departure: 100% of the total cost

2. Partial cancellation

- a. If a traveller in a party cancels his/her share of the contract, he/she will owe a cancellation fee.
- b. In such case, La Reine Private Cruises will make an amendment proposal to the remaining traveller(s) which is suitable to the new group size, for the same period.
- c. If the amendment offer is not possible or is not accepted, the contract will be cancelled for all the travellers, and all the travellers will owe a cancellation fee.
- d. The total amount of the cancellation fee and amended travel sum can never exceed the total travel sum of the original travellers. Any excess will be deducted from the new travel sum.

4. Lower loss

The traveller cancelling the travel package is required to pay the cancellation fee in accordance with the provisions in the previous paragraphs, unless he/she can make a plausible case that the loss of the travel organiser is lower. In such cases, La Reine Private Cruises will charge this lower loss. The term loss refers to loss suffered and loss of profits.

5. Outside office hours

Cancellations made outside office hours are deemed to have taken place on the next working day.

#### **Article 13 Cancellation by the travel organiser**

1. La Reine Private Cruises is entitled to terminate the contract due to exceptional circumstances.

2. The term exceptional circumstances is deemed to mean circumstances which are of such a nature that it cannot reasonably be expected of La Reine Private Cruises that it remains bound by the contract.

3. a. If the cause of the cancellation can be attributed to the traveller, the loss arising from this will be borne by the traveller.

b. If the cause of the cancellation can be attributed to La Reine Private Cruises, the loss arising from this will be borne by La Reine Private Cruises. Whether this is the case is determined on the basis of Article 15.

c. If the cause of the termination cannot be attributed to either the traveller or La Reine Private Cruises, each of the parties will bear their own loss as stated in Article 16.

4. If La Reine Private Cruises saves money as a result of the termination, the traveller is entitled to his/her share of the amount of this saving.

#### **Article 14 Changes instigated by the travel organiser**

1. a. La Reine Private Cruises is entitled to change the agreed service provision due to exceptional circumstances as described in greater detail in Article 13 paragraph 2. La Reine Private Cruises will notify the traveller of changes within three calendar days of being notified of the change.

b. If the change pertains to one or more essential points, the traveller can reject the change(s).

c. If the change pertains to one or more not-essential points, the traveller can only reject the change if the change will cause a disadvantage to the traveller more than of slight significance.

d. If La Reine Private Cruises saves money as a result of the change, the traveller is entitled to his/her share of the amount of this saving.

2. a. In the event of a change, La Reine Private Cruises will make the traveller an alternative offer, if possible. La Reine Private Cruises will do this within three calendar days of being notified of the change.

b. The alternative offer must be at least equivalent. The equivalence must be evaluated on the basis of objective standards.

The evaluation referred to above must take into account:

- the composition of the party;
- the special characteristics or circumstances of the traveller(s) involved, deemed by the traveller(s) to be of essential importance, made known to La Reine Private Cruises and confirmed by La Reine Private Cruises in writing.

3. a. A traveller who makes use of his/her right to reject the change or alternative offer pursuant to the previous paragraphs must make this known within three calendar days of receipt of the notice on the change or of the alternative offer.

b. If the traveller rejects the change of the alternative offer, La Reine Private Cruises is entitled to terminate the contract with immediate effect. The traveller must make use of this right within three calendar days of receipt of the change, on penalty of forfeiture.

In such cases, the traveller is entitled to a waiver of the travel sum or reimbursement of the travel sum (or, if the travel package has already been partially taken, to reimbursement of a proportionate part thereof) within two weeks, without prejudice to any right the traveller may have to compensation for loss as referred to in paragraph 5.

4. a. If the cause of the change can be attributed to La Reine Private Cruises, the loss of the traveller arising from this will be borne by La Reine Private Cruises. Whether this is the case is determined on the basis of Article 15.

b. If the cause of the change can be attributed to the traveller, the loss arising from this will be borne by the traveller.

c. If the cause of the change cannot be attributed to either the traveller or La Reine Private Cruises, each of the parties will bear their own loss as stated in Article 16.

5. If a significant portion of the services to which the contract pertains cannot be provided after the commencement of an agreed travel package, La Reine Private Cruises will ensure that suitable alternative arrangements are made

with a view to continuation of the journey. (For the costs of this, see Article 16). If such arrangements are not possible, La Reine Private Cruises will provide the traveller(s) with an equivalent means of transport, if necessary, which will bring him/her to the departure location or another return location agreed with the traveller(s). (For the costs of this, see Article 16.)

6. Without prejudice to the provisions in Article 18 paragraph 4, La Reine Private Cruises is required to notify the traveller(s) of a change to the departure time implemented by La Reine Private Cruises.

### **Article 15 Liability and force majeure**

1. Without prejudice to the provisions in Articles 13 and 14, La Reine Private Cruises is required to enforce the contract in accordance with the expectations which the traveller would reasonably have on the grounds of the contract.

2. If the travel package fails to meet the expectations referred to in paragraph 1, the traveller is required to notify the parties involved as quickly as possible, as referred to in Article 19 paragraph 1.

3. If the travel package fails to meet the expectations referred to in paragraph 1, La Reine Private Cruises is required to reimburse the traveller for any loss, without prejudice to the provisions in Article 16, 17 and 18, unless the failure in the performance is not attributable to La Reine Private Cruises or to the person assisting La Reine Private Cruises in the fulfilment of the contract, because:

- a. the failure in the performance of the contract is attributable to the traveller; or
- b. the failure in the performance of the contract could not be foreseen or could not be neutralized and is attributable to a third party who was not involved in the provision of the services included in the travel package; or
- c. the failure in the performance of the contract is caused by an event which could not be foreseen or rectified, despite exercising all due care, by La Reine Private Cruises or by the person assisting with the fulfilment of the contract; or
- d. the failure in the performance of the contract is caused by force majeure as referred to in paragraph 5 of this article.

4. Contrary to paragraph 3, if the traveller is unable to reach the port of departure, or unable to reach it in time as a result of the flight to the port of departure being unable to leave due to extreme weather conditions and/or government measures which make the flight impossible, this will be at the risk of the traveller. This is on condition that the traveller has been informed of this risk and its insurability by La Reine Private Cruises prior to the booking. In such cases, the traveller continues to owe the full travel sum.

5. The term force majeure is deemed to include abnormal and unforeseen conditions which are independent of the will of the person invoking it, and the consequences of which could not be avoided, despite all precautionary measures.

### **Article 16 Help and assistance**

1. a. Depending on the circumstances, La Reine Private Cruises is required to provide the traveller with help and assistance if the travel package does not meet the expectations which the traveller could reasonably have on the grounds of the contract. The costs arising from this shall be borne by La Reine Private Cruises if the failure in the performance of the contract is attributable to La Reine Private Cruises in accordance with Article 15 paragraph 3.
- b. In the event that the cause is attributable to the traveller, La Reine Private Cruises is only required to provide help and assistance inasmuch as this can reasonably be expected of it. In such cases, the costs will be borne by the traveller.

2. In the event that the travel package does not meet the expectations which the traveller could reasonably have had as a result of circumstances which are attributable to neither the traveller nor La Reine Private Cruises, each party will bear its own loss. For La Reine Private Cruises, this will include extra manpower; for the traveller this will include additional accommodation and repatriation costs.

### **Article 17 Exclusions and restrictions to liability of travel organiser**

1. a. In the event that a service included in the travel package is subject to a Convention, bye-law or law which awards or permits an exclusion or limitation of liability on the part of the service provider, the liability of La Reine Private Cruises is also accordingly excluded or limited.

b. La Reine Private Cruises is also not liable if and inasmuch as the traveller is able to recover his/her loss under an insurance policy, such as a travel insurance and/or cancellation cost insurance policy.

2. In the event that La Reine Private Cruises is liable vis-à-vis the traveller for loss of travel enjoyment, the payment will be a maximum of one time the travel sum.

3. Without prejudice to the provision in the previous paragraphs of this article, the liability of La Reine Private Cruises for loss other than that caused by the death of or injury to the traveller is limited to a maximum of three times the travel sum, except in cases of intent or gross negligence on the part of La Reine Private Cruises. In such cases, La Reine Private Cruises's liability is unlimited.

4. The exclusions and/or limitations of liability of La Reine Private Cruises contained in this article also apply to employees of La Reine Private Cruises and the service providers involved, as well as their staff, unless a Convention, bye-law or law excludes this.

### **Article 18 Obligations of the traveller**

1. The traveller(s) is/are required to comply with all instructions of La Reine Private Cruises in the context of promoting a good fulfilment of the travel package and is/are liable for loss caused by his/her/their unauthorised behaviour, to be evaluated according to the standard of the behaviour of a properly behaving traveller.

2. a. The traveller who causes or could cause hindrance or nuisance to such an extent that a good fulfilment of a travel package is or could be greatly impeded, may be excluded from the travel package or the rest of the travel package by La Reine Private Cruises, if it cannot reasonably be required of La Reine Private Cruises to fulfil the contract.

b. All costs arising from a situation as described in paragraph 2 item a will be borne by the traveller, if and inasmuch as the consequences of hindrance or nuisance can be attributed to the traveller. If and inasmuch as the cause of the exclusion cannot be attributed to the traveller, he/she will be reimbursed the travel sum or part thereof.

3. The traveller is required to avoid or limit any loss as much as possible, in particular by complying with his/her reporting obligation as described in greater detail in Article 19 paragraph 1.

### **Article 19 Complaints during the travel**

1. A failure in the performance of the contract as referred to in article 15 paragraph 2 must be notified as quickly as possible on the ship La Reine Private Cruises, so that a solution can be sought. In the event that the shortcoming is not removed, and negatively affects the quality of the travel package, this must in any event be notified immediately to La Reine Private Cruises in the Netherlands.

2. If a failure is not resolved satisfactorily on site, La Reine Private Cruises will ensure that there is an adequate possibility to record a complaint in writing in the prescribed manner (complaint report).

3. In the event that the traveller has not complied with the obligation to communicate a complaint or complete a complaint report, and as a result La Reine Private Cruises has not been given the opportunity to remedy the failure, any entitlement to compensation for loss may be limited or excluded.

#### AFTER THE TRAVEL PACKAGE

##### **Article 20 Complaints after the travel package**

1. If a complaint has not been resolved satisfactorily, it must be submitted in writing, giving details, to La Reine Private Cruises within one month after the end of the travel package, or after the original date of departure if the travel package has not taken place. The traveller must enclose a copy of the complaint report with this.

2. If the complaint relates to the realization of a contract, it must be submitted within one month of the traveller taking cognizance of the facts to which the complaint relates.

3. In the event that the traveller does not submit the complaint in time, it will not be processed by La Reine Private Cruises, unless the traveller cannot reasonably be blamed for this. La Reine Private Cruises will notify the traveller in this respect in writing or electronically.

4. La Reine Private Cruises will issue a written response no later than one month after receipt of the complaint.

##### **Article 21 Disputes**

1. a. If a complaint is not resolved satisfactorily in time or if no satisfactory resolution is provided, the traveller can, if he/she wishes, bring the dispute before the Geschillencommissie Reizen (Travel Disputes Committee), Postbus 90600, 2509 LP, Den Haag ([www.sgc.nl](http://www.sgc.nl)) no later than twelve months after the date the written complaint is submitted to La Reine Private Cruises.

The Commission only deals with complaints from natural persons not acting in the performance of a profession or operation of a business.

b. The Disputes Committee issues rulings subject to the conditions set down in the appropriate regulations. The decision of the Disputes Committee is in the form of an advice binding upon the parties. The handling of a dispute is subject to a fee.

2. a. Dutch law is applicable to the contracts entered into, amended or supplemented on the basis of these Travel Terms and Conditions, unless another country's law is applicable under mandatory rules.

b. A traveller who does not wish to make use of the binding advice procedure referred to in the previous paragraph is entitled to put the case before the competent court.

Dutch courts are competent to hear such disputes, to the exclusion of courts in all other countries, unless another country's courts are competent under mandatory rules.

c. All rights of claim will lapse one year after the end of the travel package (or, if the travel package did not take place, one year after the original date of departure). Claims relating to injury expire one year after the end of the travel package (or, if the travel package did not take place, one year after the original date of departure). The parties are bound by the periods referred to in this paragraph unless it is unacceptable on the grounds of reasonableness and fairness that La Reine Private Cruises invokes these periods.