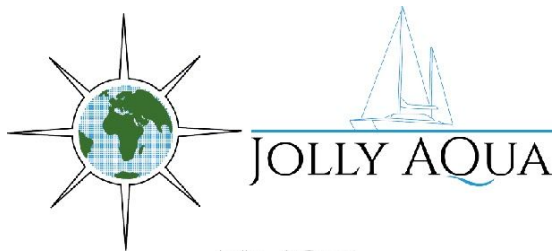


## **JOLLY AQUA TERMS AND AGREEMENTS**

2019 English

### **Beforehand**

- \* You indicate the date on which you want to leave where and when. The travel costs to the boarding and disembarking places are at the expense of the customer or the guest(s).
- \* When you pay the amount of the reservation fee, you also agree with Jolly Aqua terms and conditions 2019.
- \* The reservation fee is a deposit of 15% of the travel sum.
- \* The travel sum does not include the payment for STO Garant and the of the board cash  
**ATTENTION:** Guarantee arrangement applies to trips lasting longer than 24 hours during trips lasting more than 24 hours, as this is covered by the package directive. Payment is then made to the third-party account of the Stichting Derdengelden Certo Escrow, a payment service provider registered with De Nederlandsche Bank (DNB) and the Netherlands Authority for the Financial Markets (AFM). This Stichting Derdengelden will process all payments for STO Garant.
- \* If we have your registration or reservation, we will send you a travel contract by mail. You can print this, sign it yourself and email it to us.
- \* After the reservation you will receive an invoice with the payment data, if required with VAT etc.  
**PLEASE NOTE:** For multi-day trips longer than 24 hours, you pay via STO Garant, as this is covered by the law on package travels, <https://www.richtlijnpacketreizen.nl>. More info article 14.2 or <https://sto-garant.nl/>
- \* You will pay the rest of the travel sum no later than 14 days before your departure date.
- \* The one-week board cash (if the trip is shorter than you pay € 25, - p.p.p.p.) you pay after boarding.  
We deal flexible with debit card payments for the board cash.
- \* We like to hear your wishes for food and other questions in advance.
- \* Captain and/or his mate keep a small cash book for on board
- \* According to article 8 you provide the guest information. This can be done via the website <https://www.jollyaqua.nl/vaartochten/jolly-aqua-webshop-boeken/jolly-aqua-voor-het-vertrek>
- \* Legitimation on board is necessary. Provide valid identification.



Jolly Aqua  
Lievelderweg 37  
7131MA Lichtenvoorde  
Nederland

Hans Buijs  
tel: +31(0)628653832  
Riet Buijs  
tel: +31(0)638542364

www.jollyaqua.nl  
info@jollyaqua.nl  
KvK: 63056445

ONTSPANNING EN BELEVING OP HET WATER

version 04 december 2018

## Terms and Conditions Jolly Aqua (Package) trip

Drawn up on based on the European Directive on Package Travel 2015/2302 / eu

### Article 1 - Definitions

In these General Terms and Conditions:

- a. Entrepreneur: natural or legal person who concludes an agreement with a customer.
- b. Client: natural or legal person who concludes an agreement with the entrepreneur concerning a voyage with captain including stay on board a ship for him and / or his guests.
- c. Captain: skipper / captain who is in charge of the ship.
- d. Maatje: woman or relative or knowledge of the skipper who sails the ship together with him
- e. Guest: the person who is invited by the customer and with the consent of the entrepreneur is on board the ship.
- f. Ship: the ship that is named as such in the agreement or a therewith comparable ship.
- g. Agreement: every agreement between entrepreneur and customer whereby the entrepreneur agrees to the customer to transport the customer and/or his guests on a ship against payment.
- h. Voyage: the whole of sailing with and staying on board the ship during the in the agreement.
- i. Electronic: by e-mail or website.
- j. Jolly Aqua Appointments and Conditions: which can be read and downloaded on the website of Jolly Aqua

### Article 2 - Applicability

1. These conditions apply to agreements that the entrepreneur Jolly AQUa concludes with the customer.
2. These conditions apply between entrepreneur and customer. The customer informs his guests of the rules from these general conditions. The customer indemnifies the entrepreneur from all claims the guest makes towards the entrepreneur, insofar as the liability of the entrepreneur would be excluded if the customer would make this claim against the entrepreneur.

3. These conditions also apply to all natural and legal persons of which the entrepreneur, in the broadest sense of the word, uses or has used when it conclude and/or execute the agreement.
4. These conditions are to the exclusion and express rejection of conditions made by the the customer, unless the parties explicitly agree otherwise in writing agree.
5. If the cruise does not include overnight accommodation or covers a period of less than 24 hours, or is offered to a limited group of clients on a non-profit basis Articles 13 and 14 and the provisions of the Standard Information Form for Package Travel are not applicable.
6. The present general terms and conditions may only be deviated from by means of a written agreement between the user and the client. The Dutch text of the Terms and Conditions prevails over any translations thereof.
7. Jolly Aqua handles the personal information provided with the utmost care and does not exchange, sell or rent it to third parties unless express permission has been granted. An exception to this is only made if the legislation so requires or a competent judicial body judges Jolly Aqua to do so or by purchases from the webshop. We use Mollie, Keizersgracht 313, Amsterdam, Noord Holland, 1016 EE, the Netherlands, who work with your data for payments through the website and have their own privacy conditions for this. See also our AVG document

#### Article 3 - The offer

1. A general offer from the entrepreneur in the form of brochures, advertisements or websites is without obligation and must be interpreted as an invitation to negotiate.
2. The entrepreneur issues the individual offer in writing or electronically.
3. When the customer organizes excursions or other activities ashore, the customer guarantees to Jolly Aqua that he has made all necessary preparations, unless an activity is explicitly specified in the agreement.
4. Pick-up and disembarkation locations are chosen wherever possible in places where the guest can come with regular transport. The costs of these transfer trips are not included in the price. Let us know how, where and when you arrive and leave. We can then fine-tune about boarding and disembarking. Pay attention to our sailing schedule!
5. The written or electronic offer is provided with a date and is irrevocably during the specified period or in the absence of a term during 14 days after the date of the offer.
6. The offer states in any case:  
the nature, content and scope of the services to be provided by the entrepreneur;  
the total price of the cruise, in individual bookings per person and at group bookings per group, and the percentage / amount to be paid in advance;  
the manner and period of payment;  
the date and time of embarkation (boarding) and disembarkation (disembarkation);  
the maximum number of guests per ship;  
for individual bookings: if the reservation is subject to cancellation by the entrepreneur (plus the period within) if the required minimum number of registrations is not reached.  
A copy of these general terms and conditions, insofar as these are not provided before (the legal Standard Information Form Package Travel)

#### Article 4 - Agreement

1. The agreement is concluded by accepting the offer. In case of a electronic acceptance by the customer the entrepreneur will confirm receipt of the order by electronic means.
2. The agreements shall be recorded in writing or electronically.
3. In case of a written agreement a copy must be provided to the customer.

#### Article 5 - Payment conditions

1. Payment must be made 14 days after receipt of the invoice, but in any case on the starting date of the cruise, at the office of the entrepreneur or by transfer to a bank account to be designated by the entrepreneur. For a multi-day trip, the scheme is paid through STO Garant. See article 14.2.
2. If the customer does not pay on time, he will legally considered to be in default any proof of default. Nevertheless, the entrepreneur sends after the expiry of the payment date one free

payment reminder, in which he reminds the customer of his default and gives him the opportunity to pay within 14 days after receipt of this payment reminder, stating the extrajudicial collection costs due as a result of not pay within the afore mentioned term.

3. After expiry of the period of 14 days referred to in paragraph 1, the entrepreneur is authorized to proceed to collection of the amount owed to him without further notice of default.

If the entrepreneur decides to do so, the related extrajudicial reasonable costs are for the account of the customer. The entrepreneur can charge maximum collection costs as mentioned below.

Principal amount Percentage maximum Reimbursement of collection costs:

(legal changes reserved)

Over the first € 2,500.00: 15% Minimum € 40.00

Over the next € 2,500.00: 10%

Over the next € 5,000.00: 5%

Over the next € 190,000.00: 1%

Over € 200.000: 0.5% Maximum € 6,775.00

#### Article 6 - Cancellation

1. If the customer wants to cancel the agreement, he must inform the entrepreneur as soon as possible in writing or electronically. The date of receipt by the entrepreneur is regarded as the date of cancellation.

2. In case of cancellation, the customer owes the entrepreneur a fixed compensation of a percentage of the agreed price, namely:

Compensation ship:

15% in case of cancellation up to 6 months before departure;

20% in case of cancellation up to 5 months before departure;

30% in case of cancellation up to 4 months before departure;

40% in case of cancellation up to 3 months before departure

50% in case of cancellation up to 2 months before departure;

75% in case of cancellation up to 1 months before departure;

90% in case of cancellation up to 1 day before departure

100% in case of cancellation on the day of departure.

3. Compensation for catering and other services:

15% in case of cancellation up to 2 months before departure;

25% in case of cancellation up to 1 month before departure;

50% in case of cancellation up to 2 weeks before departure;

75% in case of cancellation up to 1 week before departure;

95% in case of cancellation up to and including 1 day before departure;

100% in case of cancellation on the day of departure.

4. The customer (or quest) can transfer his journey to a third party at the latest 7 days before departure. The customer replacing the customer must comply with all the conditions attached to the agreement. The customer and the person who replaces him are jointly and severally liable for payment of the still due price of the cruise, the change costs of € 50.00 and any additional costs.

5. The customer who cancels the agreement is obliged to pay the cancellation fee in accordance with the to comply with the previous paragraphs, unless the actual damage is demonstrably 15% higher or higher lower than the fixed amount, in which case the customer owes this amount to the entrpreneur. This amount can not exceed the maximum price of the agreement. Damage means loss and lost profit.

6. The entrepreneur can cancel the agreement if he can not execute the agreement as a result of unavoidable and extraordinary circumstances and the customer is directly notified before the start of the voyage.

7. The entrepreneur can terminate the contract within the period stated in the offer in case the number of registrations is less than the required minimum number of participants announced prior to the booking.

8. In the cases mentioned in paragraphs 6 and 7 above, the entrepreneur pays back all by the customer already paid amounts in full without any compensation owed.

## Article 7 - Rights and obligations of the entrepreneur

1. The entrepreneur guarantees that the ship and the crew comply with the legal requirements and regulations and is provided with proper safety equipment.
2. The sailing route will be arranged by the entrepreneur and/or the captain in consultation with the customer, unless otherwise agreed.
3. At all times, the entrepreneur and/or the captain are authorized to change the voyage for (expected) nautical and/or meteorological reasons. This also includes changing the place of departure and/or arrival and the temporary not sailing. By nautical and/or meteorological reasons is understood, among other things, the weather conditions, the tides, blockade of waterways and the state of the ship.
4. In the cases mentioned in the previous paragraph the entrepreneur and/or captain will try to come up with a different solution in consultation with the customer. Any extra costs, insofar as reasonable, will be charged to the customer. The entrepreneur and/or captain decides whether the chosen solution is reasonably feasible.
5. If the agreed ship and/or the captain is unexpectedly unavailable, the entrepreneur is entitled to use an equivalent other ship or another captain. If this is not possible and the non-availability is the result of a cause that a careful entrepreneur could not have prevented, then the entrepreneur is entitled to terminate the agreement.
6. The entrepreneur can increase the price up to twenty days before the start of the cruise related to changes in transport costs (including fuel costs) or the taxes and charges due. When applying this provision, the entrepreneur declares how the increase is calculated. The customer has the the right to cancel the agreement free of charge within ten days of receipt of the written announcement if the increase is more than 8%.
7. If the costs referred to in the previous paragraph after the conclusion of the agreement and for the at the beginning of the trip are decreasing, the customer is entitled to a price reduction. In that case, the entrepreneur has the right to deduct administrative costs from the reimbursement.
8. The entrepreneur points out to the customer the obligation of article 8 paragraph 9.
9. The entrepreneur makes agreements with the customer about the payment of port, bridge, lock and pilotage fees, local taxes and other levies such as tourist tax and fuel costs. At Jolly Aqua these amounts are included in the board cash, unless otherwise specified in the agreement.
10. Before departure you will receive instructions and explanations from the skipper about the ship and the safety. The sailing schedule will be discussed with you.  
It is important that you are present in time before departure in connection with the sailing schedule. Tides, weather and currents usually have a strong influence on the timetable and thus the water level (entering and leaving ports, bays, etc.).
  - a) We respect the usual night rest times, unless the sailing schedule does not allow this.
  - b) Around dinner the meal times for the next day are passed on.
  - c) Smoking is permitted on the fore and aft deck
  - d) You can help with the sailing but it is also okay if you want to read a book or enjoy the view.
  - d) The meals are jointly arranged under the co-ordination of the skipper and his wife/mate.
  - e) Not unimportant is your vitality. Getting off and on board requires flexibility and strength from yourself.
11. If, due to unavoidable and extraordinary circumstances, the return of the customer and/or guests as agreed in the agreement can not be arranged, then the costs of the necessary accommodation for a maximum of three nights per customer/guest are on behalf of the entrepreneur.

## Article 8 - rights and obligations of the customer

1. The customer is obliged to hand over a guestlist including telephone numbers from contact persons on shore to the entrepreneur or his representative, the latest at the start of the cruise.

The guest list that will contain the following information of each guest: first and last name, address, date of birth, place of birth, passport number, details regarding diet, medical details, contact details of a close relative to be informed in an emergency.

2. At the end of the agreed sailing period, the customer must ensure that the ship is in the same condition as at the start of the agreed sailing period as far as this is within his sphere of influence.
3. If the customer has not acted in accordance with the provisions in the previous paragraph, the entrepreneur is entitled to bring the ship in the same condition as it was at the start of the agreed sailing period at the expense of the customer. The latter does not apply when the costs are covered by the insurance.
4. The customer and his guests must at all times follow the instructions of the entrepreneur and/or skipper and/or other crew members. This applies particularly when the regulations and instructions are in the interests of order and safety.
5. The customer does provide the captain and any crew present the possibility to use the catering on board for free. Will not be eaten on board, then in the rental price an amount is included for catering of the captain and crew. Jolly AQua uses a joint board cash unless otherwise specified in the agreement.
  - a) Breakfast, lunch, dinner, non-alcoholic drinks, refreshments, harbor dues and other sailing costs, such as fuel, lock and bridge fees, toll charges, etc., are paid from the board cash.
  - b) At the end of the week, the account is prepared and what remains is returned to the depositors. (Not for day trips)
  - c) Anyone who sails with the vessel puts in € 175, - (at 7 days or more, otherwise for the number of days) in the board cash. We deal pragmatically with PIN payments.
  - d) For this, a cash booklet is kept by the skipper and his mate.
6. The luggage of the customer and his guests must be of such size and placed in such a way that this does not cause any nuisance. This at the discretion of the captain. Permissible baggage includes the hand-held normally required articles for personal use of the customer and/or guest, not being food and/or drinks, which a customer and/or guest can easily carry in one go; packed in suitcases, bags, duffel bags and/or backpacks. (Folding luggage bags are more convenient on board.)
7. Bringing on or having dangerous substances, weapons, drugs or contraband on board by the customer and/or his guests, is forbidden.
8. It is forbidden to bring pets on board without explicit prior permission.
9. The customer informs his guests of the provisions of these conditions that apply to them.

#### Article 9 - Non-conformity

1. If one or more services are not performed in accordance with the agreement, the entrepreneur remedy the non-conformity, unless that:
  - a. is impossible; or
  - b. it takes disproportionately high costs, taking into account the degree of non-compliance conformity and the value of the services concerned.
2. The consumer must immediately notify the entrepreneur of the non-conformity.

#### Article 10 - Dissolution and suspension

1. If one of the parties fails to fulfill its obligation under the agreement, then the the other party is entitled to suspend the opposite obligation or to to dissolve the contract, unless the shortcoming, due to its special nature or minor meaning, does not justify the suspension or dissolution.
2. Dissolution of the agreement is possible in any case if;
  - the other party is failing, the suspension of payments is granted, in case of debt restructuring, or if placed under guardianship;
  - the other party not fulfills obligations under the agreement within 14 days of being declared in default.
  - by the entrepreneur if there is a situation as mentioned in article 8 paragraph 4, 6.7 or 8.
  - the ship concerned is unavailable due to unforeseen circumstances and despite supplying sufficient effort by the entrepreneur it is not possible in time to offer another comparable ship.
  - by the entrepreneur as within the term specified in the offer the minimum number of participants is smaller than the requirement made known prior to the booking.
3. Termination or dissolution must state the grounds on which it is based, in writing. The agreement is deemed to have been dissolved out of court after the cancellation letter has been received, but in any case 5 days after the dispatch of the termination letter.

4. If the cause of the cancellation or dissolution can be imputed to the customer and/or guests, the damage resulting from this is at the expense of the customer.
5. The customer can claim reimbursement in the event of dissolution by the entrepreneur of any damage suffered by him, unless the shortcoming can not be imputed to the entrepreneur. This compensation is limited to the agreed price for the cruise.

#### Article 11 - Liability

1. The liability of the entrepreneur for damage is limited to three times the amount of the cruise unless there is personal injury or the damage is caused by deliberate or negligent behavior of the entrepreneur.
2. If a treaty or regulation applies to a service performed, the entrepreneur can apply to these exclusion or limitation to his liability.
3. The limitation period for submitting a claim for compensation is two years.
4. The entrepreneur is not liable if the customer/guest has been able to recover his/her loss under an insurance policy taken out by him.

#### Explanation:

Jolly Aqua has valid corporate liability insurance policies. The guest(s) must take care of adequate insurance against risks, including travel, health insurance, accident insurance, term life insurance and also a cancellation insurance.

5. If the entrepreneur proves that the fault or negligence of the customer and/or guest caused the damage or contributed to this, the liability of the entrepreneur will wholly or partially be canceled.
6. The entrepreneur is not liable for loss of/or damage to luggage or belongings (including cash, jewelry, electronic equipment or other valuables) if this is the result of inadequate care of the customer, this also means leaving valuable possessions unattended in or on the ship.
7. The customer is liable for damage caused by him and/or by guests/visitors who stay aboard the ship on his invitation, unless the damage is attributable to the act or omission of the entrepreneur and/or the captain.
8. The entrepreneur is not liable for damage caused by delay, deviation from the agreed start and/or end time or the provision of a replacement ship because the agreed ship due to unforeseen circumstances is not available.

#### Article 12 - Force majeure

1. Force majeure means any unforeseeable circumstance as a result of which execution of the contract is delayed or prevented, insofar as this circumstance can not be avoided by the entrepreneur and they will not be on his account by the law, agreement or social opinions.
2. Force majeure is also understood to mean damage to the ship as a result of which the ship can no longer be used for the agreed purpose and the damage is not due to circumstances that the entrepreneur could or should have foreseen or prevented.
3. If the captain is of the opinion that, in view of the weather conditions, whether or not in combination with the nature of the ship and the group of passengers, it is not justified to carry out this voyage, this also applies as force majeure.
4. After termination of the agreement on account of force majeure, the entrepreneur is entitled to reimbursement of the costs incurred by him insofar as these were incurred before the situation of force majeure resulted in the dissolution of the agreement and in so far as the customer benefits.

#### Article 13 - Help and assistance

The entrepreneur is obliged to provide help and assistance to the customer and the guests if they are involved in difficulties. If the cause can be attributed to the customer and/or guests, the costs of this assistance will be borne by the customer and/or guests.

#### Article 14 - Insolvency

Guarantee arranged | STO Garant.

The combination of travel services offered to you constitutes a travel package within the meaning of the Package Travel Directive (EU) 2015/2302 [if a travel package is involved].

This means that you are entitled to make claims under all EU legislation applying to travel packages.

In order to meet its statutory obligation to provide a guarantee, Jolly Aqua uses STO Garant for all travel packages. STO Garant is a recognised guarantee scheme. It consists of an escrow account in which your payment is held until your trip has come to an end. As the traveller, you do not pay Jolly Aqua but instead pay the booking sum into the escrow account belonging to Stichting Derdengelden Certo Escrow, a payment service provider registered with the Dutch Central Bank (DNB) and the Dutch Authority for the Financial Markets (AFM). Stichting Derdengelden Certo Escrow processes all payments on behalf of STO Garant.

The booking payment is released to Jolly Aqua by the escrow account the day after your trip has come to an end. If Jolly Aqua files for bankruptcy or is granted a suspension of payments before your trip comes to an end, the booking sum will be released to Stichting Take Over (STO). Depending on the situation, STO will then ensure that the booking sum is refunded to you, that you are able to continue on your trip, or that you are able to travel to the final destination on your journey.

Jolly Aqua has therefore protected itself against insolvency through STO Garant. If services are not provided by Jolly Aqua due to insolvency, travellers can contact STO Garant, which has its offices at Torenallee 20, 5617 BC Eindhoven, Netherlands, by sending an email to [info@sto-garant.nl](mailto:info@sto-garant.nl) or by calling +31 (0)85 13 02 943.

Procedure You will receive an email from STO Garant ([info@sto-garant.nl](mailto:info@sto-garant.nl)) containing information about how you can pay for your booking. The full booking sum must be paid into the escrow account before the trip commences. This applies to all bookings under Package Travel Directive.

#### Article 15 - Complaints

1. Complaints about the execution of the agreement must be reported on site as soon as possible so that a solution can be found. Should this not be leading to a satisfactory result or if the complaint is discovered only after the cruise, the complaint should be notified in writing or by e-mail to the entrepreneur, properly described and explained, within a reasonable time.
2. Complaints about invoices must, preferably in writing and properly described and explained, within competent time after receipt of the relevant invoice, at the entrepreneur.
3. Failure to submit the complaint on time may result in the customer having his rights in this matter lost, unless the exceeding of the period can not reasonably be passed on to the customer.
4. If it has become clear that the complaint can not be resolved by mutual agreement, there is a dispute.

Article 16 - Dutch law shall apply to all disputes relating to this agreement, unless other national law applies by virtue of mandatory rules.

