

# EXPLORE SAILING - Terms & Conditions

## on board SV Noorderlicht // Reade Swan (jan 2022)

### Drijfveer B.V.

#### 1. Definitions

The terms used in these General Terms and Conditions should be interpreted as follows:

Company: Drijfveer BV - BE 0670 687 494

Traveler: Any natural or legal person with whom the Company enters into an Agreement.

Charterer: Any natural or legal person with whom the Company enters into an Agreement for chartering the ship and its crew.

Agreement: The Agreement that is concluded between the Company and the Traveler, including any changes and/or additions to this Agreement, in which the Company is obligated towards the Traveler to make a Sailing Trip aboard the Vessel and upon which these General Terms and Conditions are applicable.

Vessel: The Vessel as stipulated in the Agreement or the vessel which is used to carry out the Sailing Trip.

Travel Sum: The Price for the Sailing Trip as stipulated in the Agreement, including tax and if applicable, all additional fees and costs, excluding the other (optional) costs which are not necessary for the Sailing Trip, such as (but not limited to) the price for airplane tickets, hotel accommodations, alcoholic consumptions and so on.

Charter Sum: The Price for the Sailing Trip as stipulated in the Agreement. Details of payment and costs will be listed in the Agreement between the Company and the Charterer.

Sailing Trip: The entire stay on the Vessel throughout the period stipulated in the Agreement. The days of embarkation and disembarkation shall be considered to be one whole day, regardless of the times of embarkation and disembarkation. The journey to and from the port(s) of embarkation and disembarkation are included in the travel time.

#### 2. Applicability

These General Terms and Conditions are part of the Agreement and apply to all legal relationships between the Company and the Traveler or Charterer, based on a travel agreement, charter agreement or other kind of agreement. These Terms and Conditions are also applicable to all pre-contractual relations between the Company and the Traveler or Charterer from the moment the Company has submitted a copy of said General Terms and Conditions to the Traveler or Charterer. Individual changes

and/or additions to these Terms and Conditions must be made in writing.

Any changes in and/or additions to one or more of the provisions in the Agreement and/or these General Terms and Conditions shall only be valid if said changes and/or additions have been agreed to by the Company and the Traveler or Charterer in writing and shall only apply to the Agreement in question. The Company informs the Traveler or Charterer about changes and/or additions at least seven days before the start of the Sailing Trip.

The offer of the Company is free of obligation, and can be withdrawn by the Company, if necessary. Withdrawal due to a correction of errors in the calculation of the Travel Sum or of other errors is permitted. In such cases, the Traveler or Charterer is only entitled to reimbursement of any amounts paid.

Manifest errors and manifest mistakes are not binding on the Company. Such errors and mistakes are errors and mistakes which – from the point of view of the average Traveler or Charterer – are or should be recognizable as such at first sight.

The Company is only responsible for the information as determined in the Agreement.

The Company is entitled to terminate the Agreement with immediate effect if the number of bookings is lower than the required minimum number which is required to make the Sailing Trip. The Traveler cannot claim damages. The Company notifies the Traveler of the Agreement within the period fixed in the contract, but not later than:

- twenty days before the start of the package in the case of a Sailing Trip lasting more than six days;
- seven days before the start of the package in the case of a Sailing Trip lasting between two and six days;
- 48 hours before the start of the package in the case of a Sailing Trip lasting less than two days;

If the Company is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the Traveler of the termination of the contract without undue delay before the start of the Sailing Trip the Traveler cannot claim damages. Fair and reasonable agreements will be made mutually between the Company and the Traveler regarding partial reimbursement, if any, of the Travel Sum.

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 of the Traveler(s) arising from the Agreement.

If the Company is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the Charterer of the termination of the contract without undue delay before the start of the Sailing Trip the Charterer cannot claim damages. Fair and reasonable agreements will be made mutually between the Company and the Charterer regarding partial reimbursement, if any, of the Travel Sum whereby the deposit already paid will be accrued to the Company until decided otherwise by common agreement.

In the event of any provision in these General Terms and Conditions being invalid for whatever reason, all other provisions in the General Terms and Conditions shall remain in force. The invalid provision shall, with respect to its content, be deemed to have been replaced by a provision that will come as close to the invalid provision as possible.

The Traveler or Charterer shall be the Company's other party. The Traveler or Charterer shall at all times comply fully with the obligations on the Traveler's part resulting from the Agreement and these General Terms and Conditions as well as the prohibitions included in it.

These General Terms and Conditions also extend to all natural and legal persons whom the Company, in the broadest sense of the word, involves or has involved while concluding and/or performing its obligations under the Agreement.

In the event of a conflict between the Agreement and these General Terms and Conditions, the provisions in the Agreement shall be decisive.

### 3. Cancellation by the Company

The Company is entitled to terminate the Agreement due to exceptional circumstances. The Company will notify the Traveler of the termination of the contract without undue delay. If the Company is prevented from performing the contract because of unavoidable and extraordinary circumstances the Company cannot be held to pay damages to the Traveler. Fair and reasonable agreements will be made mutually between the Company and the Traveler regarding partial reimbursement, if any, of the Travel Sum.

The Company has the right to terminate the Agreement due to exceptional circumstances. The Company will notify the Charterer of the termination of the contract without undue delay. If the Company is prevented from performing the contract because of unavoidable and extraordinary circumstances the Company cannot be held

to pay damages to the Charterer. Fair and reasonable agreements will be made mutually between the Company and the Charterer regarding partial reimbursement, if any, of the Travel Sum whereby the deposit already paid will be accrued to the Company until decided otherwise by common agreement.

The term exceptional circumstances is deemed to mean unavoidable and extraordinary circumstances which are of such a nature that it cannot reasonably be expected of the Company that it remains bound by the Agreement. Raises of (local) taxes or changes in regulations are part of these unavoidable and extraordinary circumstances.

If the cause of the cancellation can be attributed to the Traveler or Charterer, the loss arising from this will be borne by the Traveler or Charterer.

In the event of the Traveler cancelling the Agreement the following percentages of the price shall apply:

- Cancellation 6 months before commencement of the Sailing Trip: 15%
- Cancellation 5 months before commencement of the Sailing Trip: 20%
- Cancellation 4 months before commencement of the Sailing Trip: 30%
- Cancellation 3 months before commencement of the Sailing Trip: 40%
- Cancellation 2 months before commencement of the Sailing Trip: 50%
- Cancellation 1 month before commencement of the Sailing Trip: 60%
- Cancellation 1 day before commencement of the Sailing Trip: 90%
- Cancellation on day of departure of the Sailing Trip: 100%

In the event of the Charterer cancelling the Agreement, a minimum of the deposit already paid will be accrued to the Company until decided otherwise by common agreement in favor of the Company or in favor of the Charterer

Cancellation of the Agreement must be effected in writing. The date of receipt of the notice of cancellation by the Traveler shall be regarded as the date of cancellation.

### 4. Payment interest and collection costs

At the moment the Agreement is realized, a deposit must be paid of 30% of the total agreed Travel Sum within 14 days.

#### Individual Trips:

At the moment the Agreement is realized, a deposit must be paid of 100% of the total agreed Travel Sum within 14 days.

#### Charters:

The Charterer must comply with the payment schedule as agreed and stipulated in the Agreement.

The Traveler or Charterer will be in default if payment is not made on time. If the Traveler or Charterer does not pay on time, the Company will remind the Traveler or Charterer, giving the Traveler or Charterer a further 7-day period to make the payment. If payment has still not been made by that time, the Agreement will be deemed to have been cancelled on the day of default. The Company is entitled to charge the cancellation costs owed in this context. In such cases, the provisions of "Cancellation" are applicable, and the cancellation fee will be deducted from the amounts already paid.

The full Travel Sum must be in possession of the Company no less than 60 days before the day of departure.

If the Agreement is realized less than 60 days before the date of departure, the entire Travel Sum must be paid immediately, in full at the moment the Agreement is realized.

#### 5. Information provided by the Traveler and privacy

Before or no later than at the time the Agreement is concluded, the Traveler will provide the Company with all information regarding him/herself and the Travelers for which he/she has made a booking which is of importance in the conclusion and/or realization of the Agreement, including (but not limited to) the date of birth, nationality, mobile telephone number and e-mail addresses of the Traveler.

Furthermore, the Traveler must provide information concerning the physical and/or mental condition of the Traveler(s) and the Travelers for which he/she has made a booking (including the use of alcohol, drugs or medicines) if this physical and/or mental condition could result in discomfort, danger or risks to the Traveler or to other Travelers (passengers and/or crew) or the property of third parties. The Traveler is aware that the Company and/or captain can refuse the Traveler the right to further transport 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 Travelers, pregnant women, persons who are ill and other accompanying Travelers. The Traveler is aware that the carrier reserves the right to require a medical declaration with regard to specific medical conditions, and in the event that no such medical declaration is presented, to refuse the Traveler the right to (further) transport.

The Traveler must also indicate any details which could be of importance to the proper realization of the travel package by the Company in terms of the capacity or composi-

tion of the party for which he/she has made a booking.

If the Traveler does not comply with his/her obligations to provide information, and this results in said Traveler(s) being excluded from (further) participation in the travel package in accordance with the provision in Article 13, the costs referred to in said Article will be charged to him/her.

The processing of personal data in the context of the provision of services takes place in accordance with the applicable laws and regulations regarding the protection of personal data, including the General Data Protection Regulation (prevailing Privacy Law). In the context of the provision service, the Company can be regarded as the controller. The Company processes the personal data of Travelers in accordance with Applicable Privacy Law. For inquiries regarding the processing of personal data that fall under its responsibility, the Company refers to the information listed in its Privacy Terms.

#### 6. Travel Sum

The published Travel Sum is per person, unless otherwise indicated. This includes only the services and provisions stated in the publication, whether or not specified in separate cost elements, including unavoidable additional costs which the Traveler 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 Traveler by the Company 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, and reservation fees which can vary by sales channel.

The published Travel Sum is based on the prices, levies and taxes that were known to the Company at the time of its publication.

#### 7. Travel documents and Travelers' required travel documents

The Traveler 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 immunizations and vaccinations, driving license and international motor insurance certificate. If the Traveler 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 Traveler's expense, unless the Company has undertaken that it would arrange the document in question, and its absence can be imputed to the Company. The Company will provide the Traveler with general information on passport and visa requirements.

## 8. Changes by the Company

The Company is entitled to change the agreed service provision due to exceptional circumstances as described in greater detail in Article 3. The Company will notify the Traveler or Charterer of changes within three calendar days of being notified of the change. As of 10 calendar days before departure (or if journeying by own means of transport, before the day of arrival at the first booked accommodation) the Company will notify the Traveler or Charterer within one calendar day. If the changes concern the travel destination, the route, length of stay, means of transport, accommodation, meal plan, excursions, or the size of the group the Company will inform the Traveler or Charterer about these changes without undue delay.

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

If the change does not pertain to one or more essential points, the Traveler or Charterer can only reject the change if the change causes a disadvantage to the Traveler which is of more than slight significance.

In the event of a change, the Company will make the Traveler or Charterer an alternative offer, if possible. The Company will do this within three calendar days of being notified of the change. As of 10 calendar days before departure a period of one calendar day applies for this.

The alternative offer must be at least equivalent. The equivalence of alternative accommodation must be evaluated on the basis of objective standards and must be determined according to the following circumstances which must be apparent from the replacement offer:

the siting of the accommodation in the destination location;  
the nature and class of the accommodation;  
the other facilities which the accommodation offers.

The evaluation referred to above must take into account:

the composition of the party;  
the special characteristics or circumstances of the Traveler(s) involved, deemed by the Traveler(s) or Charterer to be of essential importance, made known to the Company and confirmed by the Company in writing;  
the deviations from or additions to the program requested by the Traveler or Charterer, which have been confirmed by the Company in writing.

## 9. Substitution

The Traveler may request that the Company replaces the Traveler with another person. This is subject to the following conditions:

the other person complies with all the conditions to which the agreement is subject; and

the request shall be submitted no later than 7 calendar days before departure in a manner communicated in advance by the Company, or in good time such that the Company can still carry out the necessary actions and formalities; and

the terms and conditions of the service providers involved in the performance do not preclude such substitution.

If the request cannot be granted the Company will inform the Traveler about this decision specifying the reasons why the request cannot be granted.

The booking party, the Traveler and the person substituting the Traveler shall be jointly and severally liable vis-à-vis the Company for payment of the part of the Travel Sum still owed, the amendment fee, surcharges and other costs resulting from the substitution.

## 10. Expectations of the Traveler

The Travelers shall accept the Vessel in the form and condition it is in at the start of the Sailing Trip.

If the Sailing Trip fails to meet the reasonable expectations the Traveler may have in accordance with these General Terms and Conditions and the expectations raised by the Company, the Traveler is required to notify the parties involved as quickly as possible, as referred to in Article 15.

The Traveler is entitled to an appropriate price reduction for any period during which there was lack of conformity to the expectations referred to in Article 10, unless the Company proves that the lack of conformity is attributable to the Traveler.

If the travel package fails to meet the expectations referred to "Expectations of the Traveler", the Company is possibly required to reimburse the Traveler for any loss, without prejudice to the provisions in Article 11 Article 12 and Article 13, unless the failure in the performance is not attributable to the Company or to the person assisting him in the fulfilment of the Agreement, because:

the failure in the performance of the Agreement is attributable to the Traveler; or

the failure in the performance of the Agreement 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

the failure in the performance of the Agreement is caused by an event which could not be foreseen or rectified, despite exercising all due care, by the Company or by the person assisting with the fulfilment of the Agreement; or

the failure in the performance of the Agreement is caused by force majeure as referred to in Article 10.5

Contrary to Article 10, if a Traveler is unable to reach the port of departure, or unable to reach it in time, due to weather conditions and/or government measures which make a timely arrival impossible, this will be at the risk of the Traveler. The Traveler has hereby been informed of this risk and its insurability.

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.

#### 11. Help and assistance

Depending on the circumstances, the Company is required to provide the Traveler with help and assistance if the travel package does not meet the expectations which the Traveler could reasonably have on the grounds of the Agreement. The costs arising from this shall be borne by the Company if the failure in the performance of the Agreement is attributable to the Company.

In the event that the cause is attributable to the Traveler, the Company 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 Traveler.

In the event that the travel package does not meet the expectations which the Traveler could reasonably have had as a result of circumstances which are attributable to neither the Traveler nor the Company, each party will bear its own loss. For the Company, this will include extra manpower; for the Traveler this will include additional accommodation and repatriation costs. As long as it is impossible to ensure the Traveler's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the Company shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per Traveler.

#### 12. Exclusions and restrictions to liability of the Company

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 the Company is also accordingly excluded or limited.

The Company is also not liable if and inasmuch as the Traveler is able to recover his/her loss under an insurance policy, such as a travel insurance and/or cancellation cost insurance policy. The Traveler shall provide the Company with the insurance policy as mentioned in Article 13 upon first request of the Company as soon as possible.

In the event that the Company is liable vis-à-vis the Traveler for damage, the payment will be a maximum of three times the Travel Sum

The liability of the Company for loss suffered due to an attributable shortcoming resulting in damage other than financial loss (non-material damage, such as compensation for loss of enjoyment) shall be limited to one time the Travel Sum.

The Company cannot be held liable for any damages caused by delays (whatever the cause and moment of occurrence i.e. before, during or after the Sailing Trip) or by whatever deviation from the agreed commencement and finishing time of the Sailing Trip, except if this damage is the immediate result of deliberate recklessness or intent on the part of the Company.

The Company is also not liable for damage as a result of the actions of Travelers which are not in accordance with Article 13, including (but not limited to) climbing parts of or on board of the Vessel.

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

All rights of claim shall lapse two years after the end of the Sailing Trip or, if the Sailing Trip did not take place, one year after the original date of departure.

#### 13. Obligations of the Traveler

The Traveler(s) is/are required to comply with all instructions of the Company in the context of promoting a good fulfilment of the travel package and is/are liable for loss caused by his/her/their unauthorized behavior, to be evaluated according to the standard of the behavior of a properly behaved Traveler.

The Traveler 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 the Company, if it cannot reasonably be required of the Company to fulfil the Agreement.

All costs arising from a situation as described in Article 13 will be borne by the Traveler, if and inasmuch as the consequences of hindrance or nuisance can be attributed to the Traveler. If and inasmuch as the cause of the exclusion cannot be attributed to the Traveler, he/she will be reimbursed the Travel Sum or part thereof.

The Traveler 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 14.

The Traveler must arrive sufficiently in advance of the Sailing Trip in order to be able to carry out all necessary



formalities for their journey. The Company shall have no obligation (including, without limitation, no obligation to carry or pay a refund) or liability whatsoever towards a Traveler who has not complied with the conditions of this Article. The Company shall inform the Traveler about the departure time.

Each Traveler must ascertain the exact time of departure for the return journey from the travel package representative or the local agent of the Company no later than 24 hours before the stated time of departure.

It is not permitted to bring items/goods on board other than luggage, especially hazardous (in the broadest sense of the word) goods, drugs, smuggled goods and/or pets, unless prior approval of the Company and/or the captain of the Vessel has been obtained.

Luggage is not to cause any hindrance or contain any illegal or prohibited items.

The Traveler is obligated to obtain travel insurance with coverage for medical costs, accidents and repatriation. The Company can ask for proof of this before departure. If such insurance is not obtained by the Traveler, this can result in the exclusion from the Sailing Trip. The Company is not liable for any costs which could have been prevented by obtaining such insurance, including (but not limited to) the exclusion from the Sailing Trip.

The Traveler is obligated to act in accordance with all laws, import restrictions, regulations and directives. Not doing so is the own responsibility of the Traveler and can lead to prosecution and the consequences as mentioned in Article 13.

The Traveler which to the standards of the Company engages in such nuisance or trouble that a proper fulfilment of the Sailing Trip is made difficult or could be made difficult, can be excluded from the Sailing Trip, if the Company cannot be reasonably expected to fulfil the Agreement.

All costs resulting from a situation as mentioned in Article 13, including (but not limited to) damage to the environment, other Travelers or possession, hotels and ships are for risk and the account of the Traveler, in case and in as far as the consequences of nuisance or burden can be attributed to the Traveler.

#### 14. Complaints during the travel

A failure in the performance of the Agreement as referred to in Article 10 must be notified as quickly as possible on site, so that a solution can be sought. In this context, the Traveler must report – in the following sequence – to: the service provider in question, the captain, the local Company representative or, if he/she is not present or available, the Company. 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 the Company in the Netherlands.

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

In the event that the Traveler has not complied with the obligation to register a complaint in the manner indicated by the Company, and as a result the Company has not been given the opportunity to remedy the failure, any entitlement to compensation for loss may be limited or excluded.

Any damage to the luggage of the Traveler must be reported by the Traveler to the tour leaders immediately after discovery of the damage.

#### 15. Complaints after the travel package

If after the Traveler has met its obligations to report and file a complaint in accordance with Article 14 and such complaint has still not been resolved satisfactorily, it must be submitted in writing, giving details, to the Company within two months of the end of the travel package (or the service used), or after the original date of departure if the travel package has not gone ahead. The Traveler must enclose a copy of the complaint report with this.

If the complaint relates to the realization of an Agreement, it must be submitted within two months of the Traveler taking cognizance of the facts to which the complaint relates.

In the event that the Traveler does not submit the complaint in good time, it will not be processed by the Company, unless the Traveler cannot reasonably be blamed for this. The Company will notify the Traveler in this respect in writing or electronically.

The Company will issue a written response no later than one month after receipt of the complaint.

#### 16. Applicable law

Dutch law shall apply to the Agreement and these General Terms and Conditions.

Netherlands 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.

