

General terms and conditions for Private Boat Tours

Clause 1. The term ‘client’ shall be understood to mean the organiser of the programme, the legally authorised representative of the company and/or all participants in the activities offered by “Private Boat Tours”, hereinafter referred to as PBT.

Clause 2. These terms and conditions shall apply for all agreements between PBT and the client to which PBT has declared these terms and conditions applicable, insofar as the parties have not deviated from these terms and conditions explicitly and in writing.

Clause 3. The present terms and conditions shall also apply to agreements with PBT for performances in which third parties are to be involved.

Clause 4. All offers shall be submitted entirely without obligation, subject to price changes, and shall be valid for 14 days. Costs shall be based on the programme proposed and any extension of the boat trip shall be passed on in the final invoice. The cost of all drinks consumed during boat trips shall be passed on to you on the basis of actual costs.

Clause 5. Liability: the client shall be liable for any damage or loss that the client causes to property belonging to PBT or third parties.

Clause 6. The client shall at all times be liable for any damage or loss caused by the client, even where incidents of this nature involve materials belonging to PBT and/or PBT staff are involved.

Clause 7. PBT shall not be responsible for services performed by third parties (such as catering and music).

Clause 8. If the client is of the opinion that part of or the entire activity organised by PBT gives rise to a complaint, the client shall notify authorised PBT staff of this immediately and shall do so both verbally and in writing.

Clause 9. In these general terms and conditions the term ‘force majeure’ shall be understood to mean all external causes, foreseen or not foreseen, on which PBT is not able to exercise any influence, yet which render it impossible for PBT to fulfil its obligations, including strikes at PBT. This definition shall apply in addition to what is understood by the said term in legislation and case law.

Clause 10. PBT shall have the right to invoke force majeure where the situation that impedes (further) performance arises at a time after which PBT should have fulfilled the obligations applicable for it.

Clause 11. During a force majeure situation, the obligations applicable for PBT shall be dissolved and shall be dissolved without this resulting in the obligation to pay compensation.

Clause 12. PBT retains the right to change the route agreed on where weather conditions and/or the obstruction of waterways, bridges or locks render this necessary.

Clause 13. PBT shall be entitled to offer the client a different boat where the boat agreed on cannot be used as a result of a force majeure situation. In situations of this nature, PBT shall bear any additional costs.

Clause 14. When deviating from the time agreed on at the request of the client, or as a result of a force majeure situation, the additional costs applicable shall be charged to the client.

Clause 15. Except where agreed otherwise, net payment shall be effected in cash.

Clause 16. Where payment is not effected in cash, it shall be effected within 28 days of the invoice date, in a manner to be specified by PBT and in the currency shown on the invoice.

Clause 17. It shall only be possible to adjust the amount due within seven days of the invoice date. The client shall be in default by operation of law where payment has not been effected within 28 days of the invoice date; as of the date on which the client is in default, it shall be required to pay interest of 1% per month on the amount due and payable, except where the statutory interest rate is higher, in which case the statutory interest rate shall apply.

Clause 18. In the event of the bankruptcy or liquidation of the client, or where the client has been granted a moratorium on payments, all claims that PBT has against the client and the obligations that the consumer has towards PBT shall be due and payable immediately.

Clause 19. Cancellation: in the event of cancellation, a percentage of the invoice amount shall be due. The amount due shall depend on the number of weeks or hours remaining for the trip booked.

Up to three weeks before departure 10 %

Three to one weeks in advance 50 %

Seven to two days in advance 75 %

Within 48 hours 100 %