

**General Terms and Conditions of Reservation for Passenger
Vessels
Port of Amsterdam N.V. and Municipality of Zaanstad**



Effective date: 1 January 2022

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Appendix 1: Map of locations for berths for passenger vessels

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I GENERAL INFORMATION

Article 1 Definitions

Client: the natural person or legal entity using the Cooperation Area with a vessel, or who or which procures other services from the Parties, including the captain, the shipping company, the ship owner, the party who or which has been entrusted with using the vessel, the agent, and the party which or whom, as a representative of the above-mentioned individuals, performed preparatory work for the Parties in preparation of the above-mentioned use or procurement of services;

Service: the reservation of a Berth, including all the related activities;

Harbour Master's Division: the department within the Parties involved in the public management of safe, efficient and environmentally responsible vessel traffic in Amsterdam and the North Sea Canal Area;

Length: overall length, as stated on the Certificate of Tonnage (*meetbrief*);

Berth: a public quay, buoy or pile used to dock vessels;

Certificate of Tonnage: the document as specified in the Dutch Certificate of Tonnage Act (*Meetbrievenwet*);

Maritime Services: services to ensure safe and efficient vessel traffic, e.g. bunkering ships, collecting waste and towing vessels.

Passenger Vessel: ship used to transport passengers on a commercial basis and which docks in the Cooperation Area, including river cruise ships and party boats;

Party Boat: passenger vessel designated or used exclusively for the commercial transport of passengers, who are taking part in the journey in order to attend an event and where the journey does not include an overnight stay;

Parties: Havenbedrijf N.V. and the Municipality of Zaanstad; Cruise Port Amsterdam will carry out the activities under the reservation arrangement on behalf of both parties

River Cruise Ship: ship designated or used exclusively for the commercial transport of passengers across inland waterways, who take part in this journey for tourism purposes, related mainly to the journey itself;

Round trip boat: a boat that allows people to take a boat trip along a tourist route, without catering and overnight stays.

Cooperation Area: the port area and the harbour waters of Amsterdam, including the IJ river and all municipal waters designated for public service which are managed or maintained by the Municipality of Zaanstad. This includes side ports and waterways in the Zaan and Voorzaan and all quays along the Zaan river and the Nauernasche Vaart waterway. The Cooperation Area is specified in Appendix 3 to this Agreement.

II PERFORMANCE

Article 2 Applicability

- 2.1 These General Terms and Conditions apply to any and all contracts and agreements under which the Client exercises its right to reserve a Berth with Havenbedrijf Amsterdam N.V. and the Municipality of Zaanstad in one of the following locations:
- located in the City of Amsterdam:
 - a. Coenhaven Westerhoofd
 - b. Danziger Kade quay (designated area, used exclusively to embark and disembark)
 - c. De Ruijterkade quay Oost piers 1-6
 - d. De Ruijterkade quay West
 - e. Javakade quay Berth 1
 - f. Pier 14 (used exclusively to embark and disembark)
 - g. Veemkade quay (PTA quay)
 - h. Voorhaven NH canal (toll booth)
 - i. Westerdoksdijk
 - j. Zouthaven
 - k. Minervahaven
 - located in the Municipality of Zaanstad:
 - a. Prins Hendrikkade quay 1 & 2
 - b. Bodecentrumkade quay (exterior)
 - c. Burchtkade quay
 - d. Julianasteiger pier
 - e. Steiger Zaanse Schans, Noordzijde H2
 - f. Noordeinde Wormerveer
- 2.2 Unless expressly otherwise agreed in writing, the Client waives the applicability of any general terms and conditions of its own and the Parties explicitly reject the applicability of the Client's general terms and conditions.
- 2.3 Any amendments to and/or departures from the provisions of these General Terms and Conditions will be binding on the Parties solely if and to the extent that the Parties have explicitly accepted such amendments or departures in writing.

Article 3 Purpose, negotiation of the Agreement and joint and several liability

- 3.1 The purpose of the Agreement is to reserve Berths designated for Passenger Vessels, which will be entitled, during the reservation period, to use a Berth in the reserved location with the agreed ship at the agreed time for the agreed period and at the agreed price.
- 3.2 An agreement between the Parties and the Client will be deemed to have been negotiated once
- (I) the Parties have received a written application from the Client. This is only the case after the Client has entered all the necessary details in the reservation system for river cruises managed by Port of Amsterdam
 - (II) from the time the Client effectively starts using the Services provided by the Parties.
- 3.3 The individuals designated under 'Client' in Article 1 of these General Terms and Conditions are regarded as joint and several debtors with regard to fulfilment of all the Client's obligations towards the Parties.

Article 4 Performance of the services

- 4.1 It is not possible to Berth in the Cooperation Area with a Passenger Vessel as specified in Article 2.1 without making a reservation first.
- 4.2 The Parties are authorised to remove a ship from a Berth if no reservation has been made.
- 4.3 Services within the meaning of these General Terms and Conditions do not include the exercise of public duties by the Parties, which is subject to public law.
- 4.4 The Parties are authorised to provide the Services specified in these General Terms and Conditions as they see fit.
- 4.5 The Parties will make every effort to provide the Services with care and in accordance with the Client's needs.
- 4.6 In providing the Services, the Parties are entitled to use items other than those agreed between the Parties (including the location reserved; for available locations, see Appendix 1), time, or to engage the services of third parties, including the Municipality of Zaanstad, if the circumstances so necessitate. The quality of the overall performance must not be adversely affected in a disproportionate way. The Parties will exercise this authority with restraint.
- 4.7 The Client hereby accepts that circumstances as specified in paragraph 4.5, as well as unforeseen circumstances – including a shortage of Berths – may affect the agreed or estimated time at which the services are provided.
- 4.8 The Client will, at all times, provide the Parties in a timely manner with all the details required for the proper performance of the Services and will cooperate in any way necessary to ensure this.
- 4.9 If the Client fails to provide the required details to the Parties, or fails to do so in a timely manner, no reservation can be made.

III RESERVING BERTHS**Article 5 Reservation method/extension**

- 5.1 The Client has the option to reserve Berths for a consecutive period of 3 x 24 hours maximum. Berths may be booked until the end of the calendar year. In the event of multiple consecutive reservations for the same ship, a minimum period of 24 hours should be observed between these reservations.
- 5.2 Port of Amsterdam will send a confirmation and invoice for reservations in both Zaanstad and Amsterdam.
- 5.3 Reservations can be made using the booking system owned and operated by Cruise Port Amsterdam. Port of Amsterdam and the Municipality of Zaanstad will jointly decide, based on the reservation, which location best meets the reservation requirements.
- 5.4 The Client will receive a confirmation of the application in the Cooperation Area after submitting an application for a Berth. For bookings received during the current calendar year, the Client will receive a confirmation of the exact location of the reservation within 30 days prior to the booking date. We will endeavour to accommodate the Client's location preference to the extent possible.
Reservations for the following calendar year will be confirmed by December of the current calendar year.
- 5.6 A reservation will be deemed to have been made once the application has been accepted by one or both Parties in writing.
- 5.7 The use of the Berth reserved may be extended, provided this does not conflict with subsequent reservations. Such an extension cannot be requested in advance, but only within the period during which the Client is using the Berth it has reserved. Extensions requested at a prior date qualify as new reservations.
- 5.8 The Parties reserve the right at all times to modify or cancel reservations, also following acceptance as specified in Article 5.5, provided they state valid reasons, and provided they exercise this option only in exceptional cases.
- 5.9 Visits to berths located in the Cooperation Area qualify as a single journey in a single port area and will therefore be billed to the customer as such.

Article 6 Tariffs

- 6.1. The tariffs for reserving and using Berths are calculated based on the number of metres in length per vessel. The tariff applies per six-hour period or portion thereof.
- 6.2. The tariffs, as specified in the Tariff List contained in these General Terms and Conditions (Appendix 2) are inclusive of the Inland Harbour Dues payable.
- 6.3. The booking fee payable by the Client is calculated based on the tariffs for booking fees listed in the Tariff List enclosed with these General Terms and Conditions (Appendix 2).
- 6.4. This tariff also applies if a reservation is requested for the use of Berths other than those specified in Article 2.1 and this request is not contrary to the Port's general interests.
- 6.5. The tariffs listed in the Tariff List may be modified by the Parties.
- 6.6. The tariffs listed in the second paragraph are exclusive of Dutch VAT.

Article 7 No fee

- 7.1. The fee payable for booking and using Berths is not charged for training, hospital or marine ships, either Dutch or foreign, provided such vessels are not used for commercial transport or other commercial purposes. No usage fee is charged for ships used to provide maritime services.
- 7.2. If a reservation and use of a Berth are requested in order to facilitate a free cruise for charity purposes, the Parties can waive the fee, either officially or on request.

Article 8 Cancelling and changing reservations

- 8.1. Applicants who intend to cancel the Berth they have reserved are subject to the following terms and conditions:
Cancellations are reported in the booking system by the customer to Cruise Port Amsterdam. Only if there is a situation of force majeure can be canceled by telephone via the telephone number of Cruiseport Amsterdam B.V., +31 20 509 1000;
No cancellation fee will be charged if the cancellation is made before the provisional reservation has been confirmed;

If a reservation is cancelled, 100% of the booking fee will be charged, with the following exceptions:
 - a. Reservations confirmed in the previous calendar year can be cancelled free of charge up to 1 February of the new year.
 - b. Reservations for River Cruise Ships for the current calendar year can be cancelled free of charge up to one week following confirmation, unless the reserved period falls within this week.
 - c. Reservations for Party Boats for the current calendar year can be cancelled free of charge up to 48 hours after the reservation has been submitted, unless the period reserved falls within this period.
- 8.2. Changing reservations of ships from the same shipping company (i.e. the date and time) does not qualify as a cancellation and will not be processed as a new reservation, unless the date, duration and length of the ship vary from the reservation or the invoice must be sent to a different billing address than the original vessel.

Article 9 Billing and payment

- 9.1 If the Client reserves a Berth in advance, the final allocation of the Berth will qualify as provision of details for the purpose of Inland Harbour Dues, the levying and collection of which are subject to the Havenbedrijf Amsterdam N.V. and Municipality of Zaanstad General Terms and Conditions for Inland Harbour Dues for Commercial Vessels (*Algemene Voorwaarden Binnenhavengeld Beroepsvaart Havenbedrijf Amsterdam N.V. en gemeente Zaanstad*).
- 9.2 Invoices are sent in arrears based on confirmed allocation.
- 9.3 Invoices are sent to the billing address provided by the Client.
- 9.4 Payment must be made by the due date stated on the invoice.

Article 10 Other obligations

- 10.1 The Client will ensure that peace and quiet in the immediate vicinity of its ship is guaranteed and that the crew and guests do not cause any disturbance.
- 10.2 Guests are prohibited from causing disturbance to local residents and adjacent vessels between 10:00 p.m. and 7:00 a.m.
- 10.3 Provisioning of ships by lorries or other vehicles is not permitted between Monday and Friday from 10:00 p.m. to 7:00 a.m. and on Saturday and Sunday from 10:00 p.m. to 9:00 p.m. If this rule is violated, Port of Amsterdam may cancel future bookings for this Berth. Ships should preferably be provisioned by water.
- 10.4 The Client will ensure that any buses and cars it has hired to transport the ship's guests and crew at the times permitted will adhere to the parking times applicable on the quay and will not cause any disturbance to local residents. The transport of passengers for excursions should preferably occur by water.
- 10.5 The provisions of Articles 10.3 and 10.4 shall not apply to the Minervahaven site: It is not permitted to carry out repair or supply activities at that site.
- 10.6 It is prohibited to use a generator in Amsterdam if a ban of such usage has been imposed under public law. Use of generators is not permitted in the city of Zaandam.
- 10.7 The Client is required to use the shore power facilities, if these facilities are available in the Berth reserved for the Client. The Client is required to report any defective ship-to-shore power systems by dialing the number listed on the shore power system.

IV OTHER GENERAL STIPULATIONS

Article 11 Liability

- 11.1 Liability of the Parties, which may arise in connection with any activity undertaken by the Parties or an individual for which they are liable under the law, will be limited to the amount awarded to the Parties by the Parties' insurance company.
- 11.2 The Parties shall not be liable for any activities within the meaning of Article 5.
- 11.3 If the Parties' insurance company does not honour a claim brought by the Parties for whatever reason or if the loss is not covered by the Parties' insurance, the Parties' liability will be limited to EUR 500.
(five hundred euros) per claim/event. A series of related claims/events qualifies as a single claim or event.
- 11.4 The provisions of this article do not apply if and to the extent that the loss is the result of gross negligence or wilful misconduct by the Parties.
- 11.5 Liability for loss of income or lower revenues and any other indirect and consequential loss is expressly excluded.

Article 12 Force majeure

- 12.1 If the Parties fail to fulfil any of their obligations to the Client, such failure cannot be attributed to the Parties and they will therefore not be in default, if fulfilment of the obligation is complicated or rendered impossible by any foreseeable or unforeseeable circumstance outside the Parties' control. Such circumstances include, in any event, but are not limited to: war, acts of terrorism, occupation, government measures of any kind whatsoever, natural disasters, fire and explosion, extreme weather conditions, high water levels, blockades, a shortage of Berthing facilities, and defective locks.
- 12.2 In the event of force majeure, the Parties are authorised to suspend the performance of their obligations until the circumstances no longer prevent fulfilment. If the force majeure event takes longer than one month, both the Parties and the Client will be entitled to rescind the Agreement in whole or in part without being liable to pay any compensation whatsoever.

Article 13 Indemnification

The Client indemnifies the Parties against any third-party claims on any basis whatsoever for damages related to the use of the Cooperation Area or the services provided by the Parties to the Client.

Article 14 Suspension and rescission

- 14.1 If the Client fails to fulfil any obligation towards the Parties, as well as in the event of bankruptcy, a moratorium or the suspension of business operations of the Client's company, the Parties, without intervention from the courts and without any compensation being payable to the Client, will be authorised to suspend all or part of their services (to be determined at their discretion) temporarily or permanently or to rescind the portion of the Agreement which has not yet been performed in whole or in part by written notification to the Client, notwithstanding any other rights to which it might be entitled.
- 14.2 In the event of rescission of the Agreement on the grounds listed in paragraph 1 of this article, any claim brought by the Parties will be immediately due and payable.

Article 15 Removal of vessels

If a Client fails to satisfy its obligations or fails to do so in a timely manner, the Parties will be authorised to remove (or arrange for the removal of) the vessel from the Berth at the Client's risk and expense. This will not affect the Client's obligation to pay the fee specified in Article 6.

Article 16 Applicable law and disputes

- 16.1 Any and all rights, obligations and disputes arising from these General Terms and Conditions will be governed exclusively by Dutch law.
- 16.2 Any and all disputes which might arise in connection with these General Terms and Conditions or any agreements between the Parties arising therefrom will be settled exclusively by the competent court in the Amsterdam judicial district.

Article 17 Invalidity of one or more provisions

- 17.1 The invalidity of any provision of the Agreement or of these General Terms and Conditions will not affect the other provisions of the Agreement and these General Terms and Conditions.
- 17.2 If and to the extent that any provision of this Agreement or of these General Terms and Conditions must be deemed unreasonably onerous, unacceptable or invalid in the circumstances provided, a provision will apply between the Parties which, all circumstances considered, is acceptable and matches the provision deemed inapplicable as closely as possible.

Article 18 Privacy

- 18.1 The Client gives the Parties permission to process data relating to the Client, including any personal data, in the performance of the Agreement.

Article 19 Role of Cruise Port Amsterdam

The activities carried out under the reservation arrangement are carried out by Cruise Port Amsterdam on behalf of the parties.