

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



INHOUDSOPGAVE

I	GENERAL.....	3
	Article 1 Definitions.....	3
1.	EXECUTION.....	4
	Article 2 Applicability.....	4
	Article 3 Purpose, conclusion of the agreement and joint and several liability.....	4
	Article 4 Performance of the services.....	5
II	BERTH RESERVATION.....	5
	Article 5 Booking method/extension.....	5
	Article 6 Rates.....	6
	Article 7 Penalty scheme.....	6
	Article 8 Exemption from payment.....	6
	Article 9 Cancelling, rebooking and changing the reservation.....	6
	Article 10 Invoicing & payment.....	7
	Article 11 Other obligations.....	8
III	OTHER GENERAL PROVISIONS.....	8
	Article 12 Liability.....	8
	Article 13 Force majeure.....	9
	Article 14 Protection.....	9
	Article 15 Suspension and dissolution.....	9
	Article 16 Removal of a ship.....	9
	Article 17 Governing Law and Disputes.....	9
	Article 18 Invalidity of one or more provisions.....	9
	Article 19 Privacy.....	10
	Article 20 Role Cruise Port Amsterdam.....	10
Annex 1:	Map of the locations of berths for passenger shipping	
Annex 2:	Table of fees	
Annex 3:	Area of cooperation	

I GENERAL

Article 1 Definitions

Port Dues: the fee that the user of the port pays for availing services from Port of Amsterdam NV, the conditions of which are regulated in the General Terms for Port Dues Inland Shipping Port of Amsterdam NV and the municipality of Zaanstad 2022;

Client: the natural or legal person using a ship in the Cooperation Area, or availing other services from the Port Authority, including the captain, shipowner, person to whom the ship is entrusted, the agent, and anyone who, as a representative of the aforementioned persons, has undertaken preparatory actions towards the Port Authority in preparation for the use or acquisition of services;

Service: reserving a berth with all associated activities;

Harbor Master Division: the department within the Port Authority responsible for public care for safe, smooth, and environmentally responsible shipping in Amsterdam and the North Sea Canal area;

Length: overall length, as stated in the measurement certificate;

Berth: a public quay, buoy, or pole intended for mooring ships;

Measurement Certificate: the document referred to in the Measurement Certificates Act;

Nautical Service Provision: services for smooth and safe navigation, such as bunkering a ship, collecting waste, towing a ship.

Passenger Ship: a ship that commercially transports passengers and moors in the Cooperation Area, including a river cruise ship, event ship, and sightseeing boat;

Event Ship: a passenger ship exclusively intended or used for the commercial transportation of passengers participating in the journey due to attending an event, where overnight stay is not part of the journey;

Port Authority: Port of Amsterdam N.V. and the municipality of Zaanstad; Cruise Port Amsterdam carries out the activities on behalf of both parties under the reservation scheme.

River Cruise Ship: a ship with a length of at least 80 meters, exclusively intended or used for the commercial transport of passengers on inland waterways, primarily for tourist reasons, mainly located in the journey itself, participating in that journey.

Canal Boat: a boat allowing tourists to take a boat trip via a touristically interesting route, with no catering and overnight stay;

Cooperation Area: the port area and waters of Amsterdam, including the IJ, and all municipal waters designated for public service that are managed or maintained by the municipality of Zaanstad. These include the inlet harbors and waterways in the Zaan and Voorzaan and all quays along the Zaan and Nauernasche Vaart. The cooperation area is indicated in Annex 3 to this agreement.

1. EXECUTION

Article 2 Applicability

2.1 These general terms and conditions apply to all agreements in which the Client exercises its right to reserve a berth with the Port of Amsterdam Authority and the municipality of Zaanstad (hereinafter referred to as the Port Authority) at one of the following locations:

- Located in the municipality of Amsterdam:
 - a. Coenhaven Westerhoofd
 - b. Danziger Kade (designated area, only boarding and disembarking)
 - c. De Ruijterkade Oost
 - d. De Ruijterkade West
 - e. Javakade LP 2
 - f. Steiger 14 (only boarding and disembarking)
 - g. Veemkade (PTA-quay)
 - h. Voorhaven NH-kanaal (Tolhuis, rivercruise vessels up to 80 mtrs)
 - i. Westerdoksdijk
 - j. Zouthaven (only boarding and disembarking until 20:00)
 - k. Minervahaven (boatbike vessels up to 95 mtrs)
- Located in the municipality of Zaanstad:
 - l. Prins Hendrikkade 1 & 2
 - m. Bodecentrumkade, outside
 - n. Burchtkade
 - o. Zaanse Schans, LP 1, maximum 55 mtrs
 - p. Zaanse Schans, LP 2, maximum 115 mtrs
 - q. Noordeinde Wormerveer
 - r. Zijkanaal G-A.I. Steiger (only boarding and disembarking for event ships and canal boats)

2.2 Unless otherwise expressly agreed in writing, the Client waives the applicability of any of its own general terms and conditions and the Port Authority expressly rejects the applicability of the Client's general terms and conditions.

2.3 Changes and/or deviations from the provisions of these General Terms and Conditions shall only be binding on the Port Authority if and to the extent that the Port Authority has expressly accepted the changes or deviations in writing.

Article 3 Purpose, conclusion of the agreement and joint and several liability

3.1 The purpose of the agreement is to reserve a Berth intended for a Passenger Ship, which is entitled to take a berth at the reserved location with the agreed ship at the agreed time for the agreed period and the agreed price during the reservation period.

3.2 An agreement between the Port Authority and the Client is concluded when
(I) Port Authority have received a written request from the Client. This is only the case if Client has submitted a complete statement via the CruiseDock reservation system;
(II) from the moment that the Client actually makes use of the Services provided by the Port Authority.

3.3 The persons referred to as the Client in Article 1 of these General Terms and Conditions shall be regarded as jointly and severally liable with regard to the fulfilment of all the Client's obligations towards the Port Authority.

Article 4 Performance of the services

- 4.1 It is not possible to moor a Passenger Ship in the Cooperation Area as referred to in Article 2.1 without reserving it;
- 4.2 The Port Authority is authorised to remove a ship from a Berth if there is no reservation or if a berth other than the confirmed allocated berth has been taken;
- 4.3 Services within the meaning of these General Terms and Conditions do not include the performance of the public task by the Port Authority or the Harbour Master's Division affiliated to it, which is subject to a public-law basis;
- 4.4 The Port Authority is entitled to provide the Services referred to in these General Terms and Conditions at its own discretion;
- 4.5 The Port Authority will make every effort to perform the Services with care and in accordance with the Client's wishes;
- 4.6 In the provision of Services, the Port Authority may make use of items other than those agreed upon (including the reserved location (for available locations see Appendix 1), or engage third parties, including the municipality of Zaanstad, if the circumstances so require. The quality of the service as a whole should not be disproportionately affected. The Port Authority will make cautious use of this power;
- 4.7 The Client hereby accepts that circumstances as referred to in paragraph 4.5, as well as unforeseen circumstances - such as a shortage of Berths - may influence the agreed or expected time at which the services are offered.
- 4.8 The Client shall provide the Port Authority with all information necessary for the proper performance of the Services in a timely manner and shall cooperate fully with them in this regard;
- 4.9 If the Client does not provide the Port Authority with the necessary information, or fails to do so in a timely manner, no reservation can be made.

II BERTH RESERVATION**Article 5 Booking method/extension**

- 5.1
 - a) For a berth for a **River Cruise Ship**, the Client can request a reservation for a consecutive period of up to 3 x 24 hours. The berth can be booked until the end of the calendar year. In the event of several consecutive reservations for the same ship, a period of at least 24 hours must be observed between these reservations.
 - b) For a Berth for an **Event Ship**, the Client may request a reservation for a maximum of 2 hours solely for the purpose of boarding and disembarking passengers. The berth can be booked until the end of the calendar year. In the event of several consecutive reservations for the same ship, a period of at least 2 hours must be observed between these reservations.
 - c) For a berth for a **Canal Boat**, the Client can request a reservation for a maximum of 15 minutes. The berth can be booked until the end of the calendar year. In the event of multiple consecutive reservations for the same ship, a period of at least 1 hour must be observed between these reservations.
- 5.2 For reservations in both Zaanstad and Amsterdam, Cruise Port Amsterdam will send a confirmation and invoice on behalf of the Port Authority and the municipality of Zaanstad.
- 5.3 Reservations are made via Cruise Port Amsterdam's CruiseDock reservation system. Cruise Port Amsterdam and Zaanstad will determine in mutual consultation, based on the reservation, which location can best meet the reservation requirement.
- 5.4 After a berth request has been submitted in the reservation system, the Client will immediately receive a message about the request in CruiseDock. For reservation requests in the current calendar year, the client will receive a confirmation of the exact location of the reservation within 5 working days of request. In doing so, we will try as much as possible to comply with the location indicated by the Client.

- 5.5 Reservations for the following calendar year will be confirmed no later than December of the current calendar year.
- 5.6 There is a reservation if the request has been accepted in writing by one or both parties.
- 5.7 An extension of the use of the reserved Berth is possible if this does not conflict with a subsequent reservation, subject to the provisions of Article 5.1. The extension cannot be requested in advance, but only within the period that the Client makes use of the reserved Berth. A pre-requested Extension counts as a new reservation.
- 5.8 The Port Authority reserves the right to change or cancel a reservation at any time, even after acceptance as referred to in Article 5.5, provided that reasons are given. This power is used with restraint.
- 5.9 The visit of several berths in the Cooperation Area counts as one trip in one port area and is therefore invoiced as one trip to the customer.

Article 6 Rates

- 6.1 The rates for the reservation and use of a Berth by a River Cruise Ship are calculated on the basis of the number of length meters per ship. The rate applies per 6 hours or part thereof. For Event Ships and Tour Boats, a boarding and disembarking fee applies per reservation.
- 6.2 The tariffs, as mentioned in the list of tariffs included in Appendix 2 to these General Terms and Conditions, include the Inland Harbour Dues.
- 6.3 The reservation fees payable by the Client are calculated on the basis of the rates for reservation fees that are shown in the list of rates included in Appendix 2 to these general terms and conditions.
- 6.5 If a reservation for use is requested for berths other than those referred to in article 2.1 and the general interests of the port do not oppose the granting of this request, this rate shall also apply.
- 6.6 The tariffs included in the list of tariffs are subject to change by the Port Authority.
- 6.7 The rates included in the second paragraph are exclusive of VAT.

Article 7 Penalty scheme

- 7.1 If a ship, without the intervention of Cruise Port Amsterdam or the Port Authority, takes a berth at a berth other than the confirmed assigned berth, both the reservation for the originally reserved berth and the reservation for the occupied berth will be charged. In addition, a fine of 500.00 Euro will be imposed. This applies without prejudice to the provisions of article 4.2.
- 7.2 If a ship does not comply with the fixed reservation times, a fine of 500.00 Euro may be imposed.

Article 8 Exemption from payment

- 8.1 The fee for reservation and use of Berth will not be charged for a training, hospital or naval vessel, whether Dutch or foreign, provided that no actions or transport are carried out for payment. Fees for use will not be charged to ships providing Nautical Services.
- 8.2 If a reservation and use of a Berth is requested in order to enable a free boat trip with an idealistic purpose, the Port Authority may, on request or ex officio, grant an exemption from payment of the tariff.
- 8.3 Requests for exemption from the payment of the fare must be submitted in writing to Cruise Port Amsterdam prior to or at the latest at the time of booking. In the absence of a statement as referred to in the previous sentence, the normal reservation rate will be charged and no claim for remission can be made afterwards.

Article 9 Cancelling, rebooking and changing the reservation

- 9.1 If the applicant wishes to cancel the reserved Berth, the following conditions apply: Cancellations will be passed on to Cruise Port Amsterdam by the customer in the CruiseDock reservation system.

Cancellations can only be made in the event of force majeure by telephone via the telephone number of Cruise Port Amsterdam B.V., +31 20 509 1000, outside office hours via tel. +31 (0) 20 5234 600 option 2 or via VHF channel 14.

The cancellation is free of charge if the cancellation takes place before the reservation has been definitively confirmed.

In case of cancellation of the reservation, 100% of the reservation amount will be charged, except in the following cases:

- a) A reservation confirmed in the previous calendar year can be cancelled free of charge until February 1 of the year in which the reservation is made.
- b) A reservation for a River Cruise Ship for the current calendar year can be cancelled free of charge up to 1 week after confirmation, unless the reserved period falls within this week.
- c) A reservation for an Event Ship or a Canal Cruise for the current calendar year can be cancelled free of charge up to 48 hours after the reservation has been submitted, unless the reserved period falls within this period.

9.2 Rebooking ships of the same shipping company for the same reservation (date, duration and length) does not count as cancellation and will not be processed as a new reservation, unless the invoice has to be sent to a different billing address than the original ship.

9.3 For reasons of nautical safety, it is not permitted to change a reservation by dividing it into several berths. For nautical reasons, Cruise Port Amsterdam or the competent port authority may make an exception to this.

9.4 If the reservation duration of a reservation is shortened after 1 February of the year in which the reservation is executed, the reservation agreed on 1 February will be charged in the event of cancellation.

Article 10 Invoicing & payment

10.1 If the Client reserves a berth in advance, the final allocation of the berth shall be deemed to be a statement of information for the purposes of the Inland Harbour Dues, the levying and collection of which is based on the General Terms and Conditions for Inland Harbour Dues for Commercial Shipping Havenbedrijf Amsterdam N.V. and the Municipality of Zaanstad.

10.2 Invoicing will take place afterwards on the basis of the final allocation and the arrival and departure time. In the event that the realised stay time is shorter than the reserved and confirmed duration, the time reserved for the Client will be charged. In the event that the realised period of stay is longer than the reserved and confirmed period of time, the additional period of stay will be charged in addition to the period reserved by the Client.

10.3 The invoice will be sent to the billing address provided by the Client.

10.4 Payment must be made before the due date stated on the invoice.

Article 11 Other obligations

- 11.1 The Client shall ensure that peace and quiet on and in the immediate vicinity of its ship is guaranteed and that the crew and guests do not cause any nuisance.
- 11.2 Between 22:00 and 07:00 it is not permitted for guests to cause nuisance to local residents and adjacent ships.
- 11.3 From Monday to Friday between 22:00 and 07:00 and on Saturday and Sunday between 22:00 and 09:00, the supply of ships by trucks or cars is not permitted. If this does happen, the Port Authority may cancel future bookings for the berth in question. Ships are preferably supplied by water.
- 11.4 The Client shall ensure that buses and cars hired by the Client for the transport of the guests and staff of the ship at the permitted times adhere to the parking times applicable on the quay and do not cause any nuisance to local residents. The transport of passengers for excursions is preferably by water.
- 11.5 The provisions of articles 11.3 and 11.4 do not apply to the Minervahaven location: it is not permitted to carry out repair or supply activities at that location.
- 11.6 It is forbidden in Amsterdam to use a generator if a public law ban has been imposed. In Zaandam it is forbidden to use a generator.
- 11.7 The Client is obliged to make use of the shore power facilities if these facilities are available and properly functioning at the berth for the Client. The Client is obliged to report a non-working shore power installation to the telephone number stated on the shore power installation.
- 11.8 The Client is obliged to comply with the applicable legal obligations. This includes the payment of day tourist tax and inland harbour dues. Failure to comply with the obligation may result in a refusal of the reservation on a planned subsequent visit.

III OTHER GENERAL PROVISIONS**Article 12 Liability**

- 12.1 The Port Authority's liability that may arise in respect of any activity carried out by the Port Authority or a person for whom it is liable under the law does not extend beyond the amount paid to the Port Authority by the Port Authority's insurer.
- 12.2 The Port Authority's liability for activities within the meaning of Article 5 is excluded.
- 12.3 If, for whatever reason, the Port Authority's insurer does not pay out to the Port Authority or the damage is not covered by the Port Authority's insurance, the Port Authority's liability shall in any event not exceed an amount of € 500 (five hundred euros) per claim/event. A series of related claims/events counts as one claim/event.
- 12.4 The provisions of this article do not apply if and insofar as the damage is the result of intent or gross negligence on the part of the Port Authority.
- 12.5 Liability for loss of profit or reduced revenue and other indirect and consequential damage is expressly excluded.

Article 13 Force majeure

- 13.1 If the Port Authority fails to comply with any obligation towards the Client, that failure cannot be attributed to the Port Authority and will therefore not be in default if the fulfilment of this obligation is made more difficult or impossible by a circumstance, foreseeable or unforeseeable, which is beyond the control of the Port Authority. Such circumstances include, but are not limited to: war, terrorism, occupation, government measures of any kind, natural disasters, fire, explosion, exceptionally bad weather, water level, blockades, strikes, shortage of berth facilities, malfunction of the locks.
- 13.2 In the event of force majeure, the Port Authority is entitled to suspend the performance of its obligations until such time as it no longer makes performance more difficult. In the event that the situation of force majeure lasts longer than one month, both the Port Authority and the Client have the right to dissolve the agreement in whole or in part without being obliged to pay any compensation.

Article 14 Protection

The Client indemnifies the Port Authority against claims for any reason whatsoever from third parties who claim to have suffered damage as a result of the use of the Cooperation Area or as a result of the Port Authority's services to the Client.

Article 15 Suspension and dissolution

- 15.1 If the Client fails to comply with any obligation towards the Port Authority, as well as in the event of bankruptcy, suspension of payments or suspension of the Client's business, the Port Authority shall be entitled, without judicial intervention and without any compensation being payable to the Client in this respect, to suspend the provision of services in whole or in part, for a definite or indefinite period of time, or to terminate the relevant agreement for a period of time or for the period not yet to dissolve all or part of the executed part by means of a written notification to the Client, without prejudice to the rights to which it is entitled.
- 15.2 In the event of dissolution of the agreement on the grounds set out in paragraph 1 of this article, any claim that the Port Authority may have shall immediately become due and payable in its entirety.

Article 16 Removal of a ship

If the Client fails to fulfil its obligations or fails to do so on time, the Port Authority is entitled to remove the ship from the berth or have it removed from the berth at the Client's expense, at the expense and risk of the Client. This does not affect the Client's obligation to pay the fee as referred to in Article 6.

Article 17 Governing Law and Disputes

- 17.1 All rights, obligations and disputes arising from these general terms and conditions are exclusively governed by Dutch law.
- 17.2 All disputes that may arise between the parties in connection with these general terms and conditions or agreements arising from them will be settled exclusively by the competent court in the district of Amsterdam.

Article 18 Invalidity of one or more provisions

- 18.1 The invalidity of any provision of the Agreement or of these General Terms and Conditions shall not affect the other provisions of the Agreement and these General Terms and Conditions.

- 18.2 If and to the extent that any provision of the Agreement or of these General Terms and Conditions is to be deemed unreasonably onerous, unacceptable or invalid under the given circumstances, a provision shall apply between the parties which, taking all circumstances into account, is acceptable and comes closest to the purport of the provision deemed inapplicable in that case.

Article 19 Privacy

- 19.1 The Client agrees that the Port Authority may process the Client's data, including any personal data, in the context of the performance of the agreement.

Article 20 Role Cruise Port Amsterdam

The work to carry out the work in the context of the reservation scheme will be carried out for the Port Authority by Cruise Port Amsterdam on behalf of the Port Authority.