

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



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Appendix 1: Table of fees

GENERAL

Article 1 Definitions

Inland Harbour Dues: the fee paid by the user of the port for purchasing services from Port of Amsterdam NV, the conditions of which are laid down in the General Terms and Conditions for Inland Harbour Dues for Commercial Shipping Port Authority Amsterdam NV and the Municipality of Zaanstad 2024;

Client: the natural or legal person who uses the Area with a ship or purchases other services from the Port Authority, including the master, the shipowner, the owner of the ship, the person to whom the ship has been put into use, the agent, as well as the person who, as a representative of the aforementioned persons, has carried out preparatory acts vis-à-vis the Port Authority in preparation for the aforementioned use or purchase of services;

Service: reserving a berth with all associated activities;

Harbour Master's Division: the department within the Port Authority that deals with public care for safe, smooth and environmentally responsible shipping in Amsterdam and the North Sea Canal Area;

Area: the port area and port waters of Amsterdam, including the IJ.

Length: length over all, as stated on the tonnage certificate;

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

Hoogseizoen: the period from 1 March to 31 May of the relevant calendar year. During the high season, different conditions apply with regard to reservations, changes and cancellations.

Tonnage Certificate: the document as referred to in the Tonnage Certificates Act;

Nautical services: services for the smooth and safe shipping, such as bunkering a ship, collecting waste, towing a ship.

Event Ship: a passenger ship that is exclusively intended or used for the commercial transport of passengers who participate in that voyage in connection with attending an event and where an overnight stay is not part of the voyage;

River cruise ship: a ship with a length of at least 110 metres, which is exclusively intended or used for the commercial transport of passengers on inland waterways, who participate in that journey for tourist reasons, mainly located in the voyage itself.

Boat/bike: a ship with a length of up to 95 metres, which is exclusively intended or used for the commercial transport of passengers on inland waterways, who, for tourist reasons, mainly participate in that journey by bicycle and stay on the ship for overnight stays.

Canal boat: a boat with which tourists can take a boat trip via a touristically interesting sailing route, where there is no catering and overnight stay;

Slot allocation: the process by which the port authority allocates a limited number of slots to ships. The purpose of slot allocation is to achieve a distribution of the maximum number of permitted calls.

Estimated Time of Arrival (ETA) and Estimated Time of Departure (ETD): date and time of arrival and departure.

Slot: represents the right to one call of a river cruise ship at the Amsterdam berths covered by this Reservation Scheme.

Port Authority: Port of Amsterdam N.V.; Cruise Port Amsterdam is carrying out the work on behalf of Port of Amsterdam N.V. in the context of the reservation scheme.

EXECUTION

Article 2 Applicability

- 2.1 These general terms and conditions apply to all agreements whereby the Client makes use of its right to reserve a berth with Port of Amsterdam N.V. (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)
 - c. De Ruijterkade Oost
 - d. De Ruijterkade West
 - e. Franse Boeien
 - f. Javakade Ligplaats 2
 - g. IJ Waterplein
 - h. Minervahaven
 - i. Passenger Terminal Amsterdam (Veemkade)
 - j. Tolhuis (Voorhaven NH-kanaal)
 - k. Westerdoksdijk
 - l. Zouthaven (only boarding and disembarking until 20:00)
- 2.2 Unless expressly agreed otherwise in writing, the Client waives the applicability of any of its own general terms and conditions and 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 will only be binding on Port Authority if and insofar as 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 then entitled to take up 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 Port Authority has received a written request from the Client. This is only the case if
- (I) The Client has submitted a complete statement via the CruiseDock Amsterdam (amsterdam.cruisedock.nl) 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 joint and several debtors with regard to the fulfilment of all the Client's obligations towards the Port Authority.

Article 4 Provision of services

- 4.1 Berthing a Passenger Ship within the Area, as defined in Article 2.1, is only permitted following a confirmed reservation.
- 4.2 The Port Authority reserves the right to remove a vessel from its berth if no reservation has been made or if a berth other than the one officially assigned has been occupied.
- 4.3 The Services referred to in these General Terms and Conditions do not include the execution of public duties by the Port Authority or its affiliated Harbour Master's Division, which are governed by public law.
- 4.4 The Port Authority retains full discretion in the provision of Services as defined in these General Terms and Conditions.
- 4.5 The Port Authority shall make every reasonable effort to perform the Services with due care and in alignment with the Client's preferences.
- 4.6 In delivering the Services, the Port Authority may, where necessary due to circumstances, utilize alternative resources or facilities (including different locations or times than those reserved—see Appendix 1 for available locations), or engage third parties. Such adjustments must not disproportionately affect the overall quality of service. The Port Authority shall exercise this authority with restraint.
- 4.7 The Client acknowledges that circumstances as described in Article 4.6, as well as unforeseen events—such as a shortage of available Berths—may impact the agreed or expected timing of service delivery.
- 4.8 The Client shall provide the Port Authority, in a timely manner, with all information necessary for the proper execution of the Services and shall fully cooperate in this regard.
- 4.9 Failure by the Client to provide the required information, or to do so in a timely manner, shall result in the inability to make a reservation.

BERTH RESERVATION

Article 5 Booking method/extension

- 5.1
 - a) For a Berth for a **River Cruise Ship** or **Boat /Bike ship**, the Client can request a reservation for a consecutive period of a maximum of 3 x 24 hours, in any case during the high season period from April to June. Deviations from the maximum length of stay are possible up to a maximum of 5 x 24 hours, only in consultation with and after approval by Cruise Port Amsterdam. The berth can be booked until the end of the calendar year. In the event of several consecutive reservations for the same ship, a minimum of 24 hours must be observed between these reservations. For a river cruise and bicycle vessel, a valid Green Award certificate is required at all berths in the Area.
 - b) For a Berth for an **Event Ship**, the Client can request a reservation for a period of 1 hour for the purpose of boarding and disembarking passengers. This period can be extended to a maximum of 2 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 time frame of at least 1 hour 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.
- 5.2 For reservations in Amsterdam, Cruise Port Amsterdam will send a confirmation and invoice on behalf of the Port of Amsterdam.

- 5.3 Reservations can only be made via the CruiseDock reservation system of Cruise Port Amsterdam (amsterdam.cruisedock.nl). Cruise Port Amsterdam determines on the basis of the reservation, which location can best meet the reservation requirement.
- 5.4 After a berth request 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. Reservations for the following calendar year will be confirmed no later than December of the current calendar year.
- 5.6 A reservation is considered to be made 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, all with due observance of Article 5.1. The extension can only be requested in advance via CruiseDock and does not count 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 the reasons are given. This power is used with restraint.
- 5.9 The visit of several berths in the Area counts as one call and is therefore invoiced to the customer as one trip

Article 6 Slot allocation

A slot allocation has been introduced for the reservation of river cruises in Amsterdam . Each booker of a river cruise ship is subject to a **call-quota**, which determines the maximum number of calls to the port of Amsterdam within a calendar year.

This measure was introduced to achieve the imposed reduction in the number of river cruise calls. The allocation of slots is done on a non-discriminatory basis, so that all bookers have fair and transparent access to the available capacity

- 6.1 The call-quota for the coming calendar year is communicated in writing to each customer by 1 July each year at the latest. The start-up quota is set by the Port Authority and is based on a proportional distribution of the number of calls.
- 6.2 A call-quota represents a maximum number of slots per calendar year at the Amsterdam berths that fall under this Reservation Rule.
- 6.3 A slot represents the right to one call of a river cruise ship at the Amsterdam berths covered by this Reservation Rule.
- 6.4 When a reservation is allocated, a slot is consumed and deducted from the slot capacity that applies to the year in which the call is reserved.
- 6.5 When cancelling an assigned berth, a slot is added back to the slot capacity that applies to the year in which the call is cancelled.
- 6.6 Unused slots can only be returned to Cruise Port Amsterdam. Returns to other parties or mutual exchange between bookers are not permitted.
- 6.7 If one or more allocated slots have not been used at the end of the calendar year, a standard slot fee will be charged. This fee applies per unused slot and is based on the average amount per ship call. The amount of the standard closing fee is determined and communicated annually. The rate for an unused slot is listed in Appendix 1, Tariffs.

Article 7 Rates

- 7.1 The rates for reserving and using a Berth by a River Cruise Ship or Boat/Bike Ship are calculated based on the number of longitudinal meters per ship. The rate applies per 6 hours or part thereof. For Event Ships and Canal Boats, a boarding and disembarking rate applies per reservation.
- 7.2 The tariffs, as stated in the list of tariffs included in Appendix 1 to these general terms and conditions, include the Inland Harbour Dues.
- 7.3 The reservation fees owed 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 1 to these general terms and conditions.
- 7.4 If a reservation for use is requested for berths other than those referred to in Article 2.1 and the general port interest does not preclude this request from being granted, this tariff shall also apply.
- 7.5 The rates included in the list of tariffs are changed annually by the Port Authority.
- 7.6 The rates included in the second paragraph are exclusive of turnover tax.

Article 8 Penalty scheme

- 8.1 When a ship, without the intervention of Cruise Port Amsterdam or the port authority, docks 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 EUR 600 is imposed. This applies without prejudice to the provisions of Article 4.2.
- 8.2 If the established ETA or ETD is exceeded by more than 30 minutes without notification to Cruise Port Amsterdam or the port authority, a fine can be imposed. The amount of the fine is stated on the Tariff Appendix 1.
- 8.3 When a ship, without a reservation in CruiseDock, docks at a berth other than the confirmed assigned berth, the reservation for reservation for the occupied berth will be charged. An additional fine may be imposed and the Client may be prohibited from making a reservation until further notice. The amount of the fine is stated on the Tariff Appendix 1.

Article 9 Exemption from payment

- 9.1 The fee for reservation and use of Berth is not charged for a training, hospital or naval ship, both Dutch and foreign, provided that no actions or transport are performed for a fee. Fees for use are not charged to ships that provide Nautical Services.
- 9.2 If a reservation and use of a berth is requested to enable a free boat trip with an idealistic purpose, the Port Authority may grant exemption from payment of the tariff on request or ex officio.
- 9.3 Requests for exemption from the payment of the fare must be submitted in writing to Cruise Port Amsterdam prior to, and no later than one week before the start of the reservation. Without a statement as referred to in the previous sentence, the normal reservation rate will be charged and no claim can be made for remission afterwards.

Article 10 Reservation cancellation and modification

If the booker wants to cancel the reserved berth, the following conditions apply:

- 10.1 Cancellations must be submitted by the customer to Cruise Port Amsterdam via the CruiseDock reservation system.
- 10.2 In the event of cancellation of the reservation, 100% of the reservation amount will be charged, with the exception of the following cases:
 - a. A reservation for a River Cruise Ship or a Boat/Bike 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.
 - b. A reservation for an Event Ship or a Canal Boat 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.
- 10.3 Swapping vessels of the same shipping company for the identical reservation details (date, duration, and vessel length) shall not be considered a cancellation and will not be treated as a new booking.
- 10.4 Changes to a planned reservation may be requested free of charge until January 1 of the year in which the reservation is made.
- 10.5 Changes to a Scheduled Reservation can be requested free of charge from 1 January of the year in which the reservation is made, provided that the following conditions are met:
 - the length of stay remains unchanged;
 - the length of the ship remains unchanged;
 - the ETA is brought forward or delayed by up to 30 days compared to the original ETA;
 - the amendment shall be requested no later than one week before the original ETA.This free change option does not apply to reservations in high season.
Deviations from the above conditions can only be allowed at the discretion of Cruise Port Amsterdam.
- 10.6 For reasons of nautical safety, it is not permitted to modify a reservation by dividing it into multiple berths. However, Cruise Port Amsterdam or the competent port authority may, for nautical reasons, grant an exception to this rule.
- 10.7 In the event that a reservation is shortened after January 1st of the year in which it was made, the reservation as confirmed on January 1st shall remain chargeable in case of cancellation.

Article 11 Invoicing & payment

- 11.1 If the Client reserves a berth in advance, the final berth allocation shall serve as the basis for the Inland Harbour Dues. These dues are levied and collected in accordance with the *General Terms and Conditions for Inland Harbour Dues for Commercial Shipping* of Port of Amsterdam N.V. and the Municipality of Zaanstad 2024.
- 11.2 Invoicing will take place retrospectively, based on the final berth allocation and the actual arrival and departure times.
 - If the actual stay is shorter than the reserved and confirmed duration, the originally reserved time will be charged.
 - If the actual stay exceeds the reserved and confirmed duration, the additional time will be charged in addition to the reserved period.
- 11.3 The invoice will be issued to the billing address provided by the Client.
- 11.4 Payment must be made before the due date stated on the invoice.

Article 12 Overnight stays outside a travel program

It is not permitted to offer, sell or otherwise make available overnight stays on board if these overnight stays are not part of a cruise, travel program or passage of the ship. The use of the ship as accommodation for separate hotel, accommodation or accommodation is only permitted with the prior written permission of Cruise Port Amsterdam.

Article 13 Other obligations

- 13.1 The Client shall ensure that peace and quiet on board and in the immediate vicinity of the vessel is maintained, and that neither the crew nor guests cause any nuisance.
- 13.2 Between 22:00 and 07:00, guests are not permitted to cause any nuisance to local residents or adjacent vessels.
- 13.3 From Monday to Friday between 22:00 and 07:00, and on Saturdays and Sundays between 22:00 and 09:00, the supply of vessels by trucks or cars is not permitted. If such activities do occur, the Port Authority reserves the right to cancel future bookings for the berth in question.
- 13.4 The Client shall ensure that buses and cars hired for the transport of guests and crew comply with the permitted parking times on the quay and do not cause any nuisance to local residents. Where possible, passengers for excursions should be transported by water.
- 13.5 Articles 13.3 and 13.4 do not apply to the Minervahaven location. At this location, it is not permitted to carry out any repair or supply activities.
- 13.6 The use of generators is prohibited in Amsterdam if a public law ban has been imposed.
- 13.7 The Client is obliged to use the shore-based power facilities if such facilities are available and functioning properly at the berth. Any malfunctioning shore power installation must be reported to the telephone number indicated on the installation. Additionally, the Client must notify the Port Authority via the Port Office at +31 20 52 34 600, option 2. In the event of a long-term disruption, the Port Authority reserves the right to instruct the vessel to vacate the berth.
- 13.8 The Client is required to comply with all applicable legal obligations, including the payment of day tourist tax and inland harbour dues. Failure to comply may result in refusal of future reservation requests.

OTHER GENERAL PROVISIONS

Article 14 Liability

- 14.1 Any liability of the Port Authority arising from its own actions or those of persons for whom it is legally responsible shall not exceed the amount paid out by the Port Authority's insurer.
- 14.2 The Port Authority shall not be liable for activities as defined in Article 5.
- 14.3 If, for any reason, the Port Authority's insurer does not pay out or the damage is not covered by the Port Authority's insurance, the Port Authority's liability shall in any case be limited to a maximum of €500 (five hundred euros) per claim or event. A series of related claims or events shall be considered as one single claim or event.
- 14.4 The provisions of this article shall not apply in cases where the damage results from intent or gross negligence on the part of the Port Authority.
- 14.5 Liability for loss of profit, reduced revenue, and other indirect or consequential damages is expressly excluded.

OTHER GENERAL PROVISIONS

Article 14 Force majeure

- 14.1 If the Port Authority fails to fulfil any obligation towards the Client, such failure shall not be deemed a default if the performance of that obligation is hindered or rendered impossible by circumstances beyond the Port Authority's control, whether foreseeable or unforeseeable. Such circumstances include, but are not limited to: war, terrorism, occupation, government measures of any kind, natural disasters, fire, explosion, exceptionally severe weather conditions, water levels, blockades, strikes, shortage of berth facilities, and malfunctioning of locks.
- 14.2 In the event of force majeure, the Port Authority shall be entitled to suspend the performance of its obligations until the hindrance ceases. If the situation of force majeure persists for more than one month, both the Port Authority and the Client shall have the right to terminate the agreement, in whole or in part, without being liable for any compensation.

Article 15 Indemnification

The Client shall indemnify the Port Authority against any and all claims from third parties, on any grounds whatsoever, who allege to have suffered damage as a result of the use of the Area or the services provided by the Port Authority to the Client.

Article 16 Suspension and dissolution

- 16.1 If the Client fails to comply with any obligation towards the Port Authority, or in the event of bankruptcy, suspension of payments, or closure of the Client's business, the Port Authority shall be entitled, at its discretion, to suspend the provision of services in whole or in part, for a definite or indefinite period, or to terminate the relevant agreement without judicial intervention and without any compensation being payable to the Client. The Port Authority may dissolve part or all of the agreement by written notice to the Client, without prejudice to any other rights to which it is entitled.
- 16.2 In the event of termination of the agreement on the grounds referred to in paragraph 1 of this article, any claim held by the Port Authority shall become immediately due and payable in full.

Article 17 Ship removal

If the Client fails to fulfil its obligations or fails to do so in a timely manner, the Port Authority shall be entitled to remove the vessel from the berth, or have it removed, at the Client's expense and risk. This shall not affect the Client's obligation to pay the fee referred to in Article 6.

Article 18 Applicable law and disputes

- 18.1 All rights, obligations, and disputes arising from these general terms and conditions shall be governed exclusively by Dutch law.
- 18.2 Any disputes arising between the parties in connection with these general terms and conditions or any agreements resulting therefrom shall be submitted exclusively to the competent court in the district of Amsterdam.

Article 19 Invalidity of provisions

- 19.1 The invalidity of any provision of the agreement or of these general terms and conditions shall not affect the validity of the remaining provisions.
- 19.2 If and to the extent that any provision of the agreement or these general terms and conditions is deemed unreasonably onerous, unacceptable, or invalid under the given circumstances, a substitute provision shall apply between the parties which, taking all relevant circumstances into account, is acceptable and most closely reflects the intent of the original provision.
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Article 20 Privacy

20.1 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 21 Division of roles

The activities related to the reservation scheme are carried out for Port of Amsterdam N.V. by Cruise Port Amsterdam, acting on behalf of Port of Amsterdam N.V.