

Terms and conditions Rederij Doeksen B.V

1 Definitions

In these general terms and conditions we refer to the following as:

- 1.1 Rederij Doeksen: the limited company B.V. Rederij G. Doeksen en Zonen B.V., established on Terschelling, as well as her subsidiaries.
- 1.2 Passenger: a natural or legal person, with whom Rederij Doeksen has entered into a business agreement.
- 1.3 Business agreement: the agreement, entered into between Rederij Doeksen and the Passenger, concerning the sale of a ticket, arrangement or Permanent Travellers Programme.
- 1.4 Ticket: a proof of payment entitling the holder to a (single or return) crossing on the boat (Regular Ferry or Fast Ferry) from and/or to Vlieland or from and/or to Terschelling for the transport of persons, animals and/or goods.
- 1.5 Arrangement: an number of different services provided by Rederij Doeksen and third parties, which are offered as one package for an all-in price.
- 1.6 Permanent Travellers Programme: the possibility for clients on presentation of a pass intended for that purpose (either with or without a reservation) to get access to a certain departure. In situations where no reservation has been previously made, the system will engender a reservation and also collect payment from the client of the amount owed by means of a previously provided standing order. This access without reservation is only valid when there is a sufficient number of places available.

2 General

- 2.1 These terms and conditions are valid for any business agreement between Rederij Doeksen and the Passenger, on whom Rederij Doeksen has declared these terms and conditions to be applicable, unless these terms and conditions have been explicitly departed from in writing by the parties.
- 2.2 Any possible departures from these general terms and conditions are only valid if they have been agreed to explicitly in writing.
- 2.3 The latest version of the General Ferry and Regular line Service Conditions, deposited at the Registry office of the District Court in Amsterdam and Rotterdam also applies to all business agreements between Rederij Doeksen and the Passenger. In case of conflict between these general terms and conditions and the General Ferry and Regular line Service Conditions, the general terms and conditions of Rederij Doeksen will prevail.
- 2.4 Besides these general terms and conditions and the General Ferry and Regular line Service Conditions, the "Eilanderreglement" (Islander Rules and Regulations) may also apply to a business agreement entered into by Rederij Doeksen and the Passenger. In case of conflict between the "Eilanderreglement" (Islander Rules and Regulations) and these general terms and conditions and/or the General Ferry and Regular line Service Conditions, the "Eilanderreglement" will prevail.

2.4 In case the transport of the Passenger by Rederij Doeksen is part of a travel agreement by another tour operator and in case general terms and conditions have been laid down in the general part of the programme that are in conflict with these general terms and conditions, then these general terms and conditions will apply.

2.5 These terms and conditions have been deposited at the office of the Chamber of Commerce for Leeuwarden, under file number 01002252. The latest version deposited is always applicable. These general terms and conditions are also available on the website of Rederij Doeksen. (www.rederij-doeksen.nl).

3 Realising the agreement

3.1 The agreement is made by the Passenger accepting the offer made by Rederij Doeksen. After the realization of the agreement the Passenger will receive a confirmation of the agreement in writing or by e-mail as soon as possible, possibly in the form of an invoice.

3.2 The offer of Rederij Doeksen is free of obligations and can if necessary be revoked. Revocation on account of correction of errors in the calculation of the cost of the journey or of other obvious mistakes is allowed. This should be done as soon as possible, but no more than two workdays after acceptance with statement of the grounds for revocation.

3.3 Before or during the realization of the agreement, the Passenger will provide all personal details concerning himself or Passengers presented by him that can be of interest for the realization or the execution of the agreement.

If he doesn't comply with this obligation to inform and as a result of this, the Passenger is (or will be) excluded from partaking (any further) in the trip by Rederij Doeksen, in accordance with the terms laid down in section 10 of these general terms and conditions, the expenses alluded to in that section, will be charged to him.

3.4 The person (the client) who makes the agreement on behalf of or for the benefit of another person or persons is severally liable for all obligations resulting from this agreement. All communication (including payments) between the Passenger and fellow passenger(s) on the one hand and Rederij Doeksen on the other will be carried out via the client. The fellow passenger(s) is (are) liable for his (their) own part.

3.5 Rederij Doeksen is not responsible for any information in photographs, leaflets, advertisements, websites and other data carriers which have been composed or published by third parties.

4 Tariffs

4.1 The tariffs published by Rederij Doeksen are exempt of V.A.T. and excluding tourist tax. The amounts of the prices are stated in euros.

4.2 The tariffs are only guaranteed at the moment that the reservation of the ticket, the arrangement and / or the permanent Travellers Programme has been confirmed in writing or by e-mail by Rederij Doeksen.

5 Alterations and cancellations

5.1 Alteration of a ticket is possible up to half an hour before the departure time.

5.2 A ticket can be altered with respect to the travel date, the departure times of both outward and return trips, the place of departure, and the destination. These alterations are free of charge, as long as it concerns a reservation of a trip with the same prices. In case of different prices a surcharge can be made.

5.3 The Passenger, who originally purchased the ticket, can be replaced by another passenger. This requires the permission of Rederij Doeksen. That permission can be gained by stating this alteration by telephone or at the ticket window up to half an hour before the departure time. In case of a return ticket, it is not possible to alter the Passenger for only one leg of the journey.

5.4 The Passenger, the person who replaces him and (in case of several passengers on one reservation) are severally liable to Rederij Doeksen for payment of the part of the travel cost that is still owed, any alteration expenses, and any additional expenses as a result of the replacement.

5.5 A ticket can be altered by telephone or at the ticket window. A ticket that has been purchased via the internet can also be altered via the internet.

5.6 Cancellation is only possible up to half an hour before the actual departure time. After departure cancellation is no longer possible. If an agreement is (completely or partially) cancelled, you will be charged an annulment fee, according to the overview below. If possible, the annulment fee will be deducted from the amount to be refunded by Rederij Doeksen.

Cancellation terms

- Cancellation 3 months or over before the planned departure date = 0% cancellation charges.
- Cancellation over seven days and less than three months before the planned departure date = 10% cancellation charges
- Cancellation 7 days or less before the planned the departure date = 20% cancellation charges.

5.7 Alteration of the number of persons in a group reservation is allowed up to half an hour before departure. If this makes the group fall into a different category (or is reduced to fewer than 15 persons) the tariff per person can be altered and an additional payment may be owed.

5.8 Alterations by telephone can be made via telephone number 088 9000 888. Alterations via the Internet can be made via the website www.rederij-doeksen.nl. Alterations in writing can be made via e-mail (info@rederij-doeksen.nl), or by post (Rederij Doeksen Harlingen, Waddenpromenade 5, 8861 NT Harlingen).

5.10 All these terms and conditions also apply to arrangements and the Permanent Travellers Programme, unless contravening terms and conditions are valid.

6 Payment

6.1 Payment should be made immediately during the purchase or reservation of the ticket, arrangement or Permanent Travellers Programme, or within the term indicated by Rederij Doeksen.

6.2 Payment should be made by using legal tender in Holland at the current price (tariff), or in another way of payment approved by Rederij Doeksen.

6.3 Objections to the amount of the price (tariff) of the ticket, arrangement or Permanent Travellers Programme do not release the Passenger from the obligation to pay.

6.4 After the passing of the term referred to in subsection 6.1, the Passenger is legally in default; the Passenger will then have no right to receive a ticket, an arrangement or the Permanent Travellers Programme and any reservations as such will no longer be valid.

6.5 The payment of a ticket on the Permanent Travellers Programme is made on the basis of a standing order made out by the Passenger to Rederij Doeksen to collect the price of the ticket increased by any surcharges and/ or taxes from a bank at the moment of reservation.

In case the bank repeatedly refuses payment of the ticket, the Passenger will be declared in default and the passenger will be requested in writing to pay the amount owing within two weeks of the date. If then the complete amount owing will not be paid within these two weeks, the Passenger will be legally in default. The use of the pass of the Permanent Travellers Programme will be countermanded until payment of the entire amount owing will have been made.

If the use of a Permanent Travellers Programme pass has been countermanded for the third time, Rederij Doeksen is entitled to terminate or annul the agreement of the Permanent Travellers Programme immediately, as referred to in section 8 of these general terms and conditions.

7 Collection fees

7.1 If the Passenger is in default with regard to complying with one or several of his obligations, then the Passenger will be liable for all reasonable expenses for collection of satisfaction outside a court of law. In any case the passenger will be liable for collection fees in case of a financial claim. The collection fees will be calculated according to the collection rates, according to the guidelines recommended in the NVVR report 'Voorwerk II' .

7.2 If Rederij Doeksen can present proof of having incurred higher expenses, that were reasonably necessary, these are also eligible for compensation.

8 Termination/annulment

8.1 Rederij Doeksen is entitled to terminate or annul the agreement immediately on account of grave circumstances.

8.2 We understand grave circumstances to be those circumstances of such a nature that further obligation of Rederij Doeksen to the agreement cannot reasonably be demanded, which in any case includes all acts and situations such as are mentioned in section 10 of these general terms and conditions.

8.3 If the cause of the termination or annulment can be ascribed to the Passenger, then the Passenger will be liable for all resulting damages.

8.4 a. If the cause of the termination or annulment can be ascribed to Rederij Doeksen, then Rederij Doeksen will be liable for all resulting damages.

b. If the cause of the termination or annulment cannot be ascribed to either the Passenger or Rederij Doeksen, both parties will be liable for their own damages.

c. If Rederij Doeksen saves money in consequence of this termination or annulment, the Passenger is entitled to his part in the amount of the money saved.

8.5 The previous subsections leave all legal rights concerning annulment of the agreement by Rederij Doeksen intact.

8.6 With termination or annulment in this section we also include the cancellation or countermanding of the ticket, the arrangement or the Permanent Travellers Programme.

9 Liability

9.1 In the General Ferry and Regular line Service Conditions, that apply to all agreements with Rederij Doeksen, extensive terms and conditions have been included concerning the liability of the Passenger and a transport company such as Rederij Doeksen. These terms and conditions are regarded here as repeated and interpolated.

9.2 The liability of Rederij Doeksen, as referred to in the General Ferry and Regular line Service Conditions, is limited to the execution of the agreement by Rederij Doeksen. Rederij Doeksen is not liable for damages in consequence of the execution of the agreement by third parties.

9.3 Rederij Doeksen is not liable for damages in consequence of delays or cancellations of crossings.

10. Obligations of the Passenger

10.1 The Passenger is prohibited from being transported by Rederij Doeksen without a valid proof of ticket, arrangement or Permanent Travellers Programme. The Passenger is also prohibited from using an invalid, altered or otherwise falsified proof of ticket, arrangement or Permanent Travellers Programme, to misuse such a proof or to impede or prevent the check-up of such a proof.

10.2 The Passenger should carefully keep the proof of a ticket, arrangement or Permanent Travellers Programme. The Passenger should immediately report the theft of a proof of a ticket, arrangement or Permanent Travellers Programme to Rederij Doeksen. In case of fraud or theft of this proof, the Passenger will be liable for any damages in consequence of this, unless the damages can be attributed to the actions or negligence of Rederij Doeksen.

10.3 The Passenger is obliged to comply with all instructions given by Rederij Doeksen for the purpose of a proper execution of the crossing and is liable for damages caused by unlawful behavior, assessed by the standard of behavior of a correct Passenger.

10.4 The Passenger, causing nuisance or inconvenience to such a degree as to strongly impede or possibly impede the proper execution of a crossing, e.g. by inebriation or illness, or who behaves in such an undesirable way as to harm the well-being and/or safety of the other passengers and crew members, can be denied access to the terminal or aboard a ferry by Rederij Doeksen, if in all reasonability further compliance with the agreement cannot be demanded.

10.5 Rederij Doeksen may deny access to the terminal or the ferry to Passengers who are in the possession of items considered as undesirable by Rederij Doeksen such as include in any case dangerous, explosive, radio-active, and/or poisonous substances, contraband, (unlicensed) weapons, ammunition or other substances or objects that are harmful to the health, safety and well-being of Passengers and crew members.

10.6 If the Passenger is in possession of one of these goods, as are referred to in subsection 5 of this section, and Rederij Doeksen only becomes aware of this during a crossing, then Rederij

Doeksen is entitled to take this (these) object(s) away from the passenger and put them in safekeeping during the crossing. After arrival at the port of destination, the confiscated goods will be returned to the Passenger. Even if the passenger is in possession of a gun license, Rederij Doeksen is entitled to confiscate the weapon for safekeeping.

10.7 Rederij Doeksen is entitled to refuse to transport goods (including animals) whose embarkation and shipping is undesirable in all fairness on account of onboard safety, their weight, shape, size or character.

10.8 For safety reasons, passengers are not allowed to transport damaged (electric) vehicles of any kind on any of our ferries due to a possible increased fire risk. Nor is it allowed to transport (electric) vehicles of any kind with malfunctions with an increased fire risk. Charging electric vehicles during the crossing is also forbidden.

10.9 If access to the terminal or the ferry is denied in one of those cases, as mentioned in the previous subsections, The Passenger is not entitled to a refund of the cost of the trip already paid. The Passenger will be liable for all expenses resulting from behavior mentioned in section 10. The Passenger is obliged to avoid or limit any possible damages as much as possible.

10.10 Doeksen Transport Group is not liable for damages suffered by the Passenger and/ or his/her goods in consequence of denial of access to the terminal and/ or the ferry or confiscation of goods on the grounds of one of the subsections in this section.

11 Disabled Passengers

11.1 If an attendant accompanies a disabled Passenger, this person is entitled to free travel on presentation of a legitimate NS (Dutch Railways) identity card. Booking /reserving a ticket is only possible by payment of the ticket in advance at the valid price, and then on presentation of your NS identity card at the ticket window, the money will be refunded.

11.2 If the disabled Passenger takes a guide dog, this counts as an attendant and he/she can travel free of charge, in accordance with NS rules. For more information, see www.ns.nl.

12 Children

12.1 Children up to 10 years old may not travel on one of the ferries of Rederij Doeksen, unattended by their parents or by persons aged 18 or over.

13 Conflicts and applicable law

13.1 Dutch law is applicable to all agreements referred to by these general terms and conditions, irrespective of the place where these activities will have to be carried out.

13.2 All conflicts between Rederij Doeksen and the Passenger can be settled by the authorized Dutch judge or arbiter(s), as are referred to in section 16 of the General Ferry and Regular line Service Conditions

HOUSE RULES

We have established these house rules in order to guarantee all our passengers a carefree crossing.

Terminal Harlingen, Vlieland and Terschelling

			
Volg aanwijzingen van het personeel op Follow the instructions of the crew members	Bezorg medereizigers geen overlast Don't be a nuisance to fellow passengers	Controle van bagage, voertuigen en legitimatie mogelijk Possible checks of luggage, vehicles and ID	Roken is niet toegestaan in de terminals en op de terreinen. Dit geldt ook voor de elektronische sigaret Smoking is not allowed inside the terminals and on the premises. This includes smoking e-cigarettes
			
Laat uw bagage niet onbeheerd achter Don't leave your luggage unattended	Geen drugs, wapens of vuurwerk No drugs, weapons or fireworks	Cameratoezicht Camera surveillance	Nuttig geen mee-gebrachte alcoholische consumpties Do not consume any alcoholic refreshments you have brought with you
			
	Gooi afval in de prullenbak of neem het mee Throw waste matter in the bins or take it with you	Van strafbare feiten wordt aangifte gedaan bij de politie Punishable offences will be reported to the police	

Regular ferry mv Vlieland, mv Friesland, mv Willem Barentsz and mv Willem de Vlamingh

<p>Volg aanwijzingen van het personeel op</p>	<p>Bezorg medereizigers geen overlast</p>	<p>Controle van bagage, voertuigen en legitimatie mogelijk</p>	<p>Het autodek is tijdens de overtocht niet toegankelijk</p>
<p>Follow the instructions of the crew members</p>	<p>Don't be a nuisance to fellow passengers</p>	<p>Possible checks of luggage, vehicles and ID</p>	<p>The car deck is not accessible during the crossing</p>
<p>Plaats bagage uitsluitend op de daarvoor bestemde plaatsen. Houd looppaden en reddingsmiddelen vrij</p>	<p>Geen drugs, wapens of vuurwerk</p>	<p>Cameratoezicht</p>	<p>Van strafbare feiten wordt aangifte gedaan bij de politie</p>
<p>Luggage only in the designated places. Always keep walkway, doorways and life-saving equipment free</p>	<p>No drugs, weapons or fireworks</p>	<p>Camera surveillance</p>	<p>Punishable offences will be reported to the police</p>
<p>Meeuwen niet voeren i.v.m. overlast</p>	<p>Nuttig meegebracht eten en drinken alleen in ruimtes zonder bediening</p>	<p>Geen schoeisel, bagage of huisdieren op zitplaatsen</p>	<p>Roken is niet toegestaan. Dit geldt ook voor de elektronische sigaret</p>
<p>Don't feed the seagulls, as this will cause nuisance</p>	<p>Only consume refreshments you have bought with you in areas without service</p>	<p>Do not put shoes, luggage or pets on seats</p>	<p>Smoking is not allowed. This includes smoking e-cigarettes</p>
<p>Nuttig geen meegebrachte alcoholische consumpties</p>			
<p>Do not consume any alcoholic refreshments you have brought with you</p>			

Fast ferry mv Koegelwieck and mv Tiger

			
Volg aanwijzingen van het personeel op	Bezorg medereizigers geen overlast	Controle van bagage, voertuigen en legitimatie mogelijk	Geen schoeisel, bagage of huisdieren op zitplaatsen
Follow the instructions of the crew members	Don't be a nuisance to fellow passengers	Possible checks of luggage, vehicles and ID	Do not put shoes, luggage or pets on seats
			
Plaats bagage uitsluitend op de daarvoor bestemde plaatsen. Houd looppaden en reddingsmiddelen vrij	Geen drugs, wapens of vuurwerk	Cameratoezicht	Roken is niet toegestaan. Dit geldt ook voor de elektronische sigaret
Luggage only in the designated places. Always keep walkway, doorways and life-saving equipment free	No drugs, weapons or fireworks	Camera surveillance	Smoking is not allowed. This includes smoking e-cigarettes
			
Geen alcoholische dranken, warme maaltijden, snacks, ijs of vis. Warme dranken uitsluitend toegestaan met deksel	Van strafbare feiten wordt aangifte gedaan bij de politie		
No alcoholic beverages, hot meals, snacks, ice cream or fish. Hot drinks only allowed with lid	Punishable offences will be reported to the police		