



## GENERAL TERMS AND CONDITIONS Wagenborg Passagiersdiensten B.V.

### 1.1. Definitions

In these terms and conditions, the following terms are to be understood as follows:

- 1.1 Rederij Wagenborg: The private company with limited liability [*besloten vennootschap*] Wagenborg Passagiersdiensten B.V. with registered office in Delfzijl.
- 1.2 Passenger: A natural or legal person with whom Wagenborg Passagiersdiensten B.V. has entered into an agreement.
- 1.3 Agreement: The agreement concluded between Wagenborg Passagiersdiensten B.V. and the Passenger regarding the purchase of a ticket.
- 1.4 Ticket: A ticket (return or one-way ticket) for the sailing by boat (Ferry or Fast Ferry) from and/or to Ameland or Schiermonnikoog, for the transportation of persons and/or vehicles.

### 2. General information

- 2.1 These Terms and Conditions apply to any agreement between Wagenborg Passagiersdiensten B.V. and the Passenger to which Wagenborg Passagiersdiensten B.V. has declared these Terms and Conditions applicable.
- 2.2 Any deviations from these Terms and Conditions are only valid if explicitly agreed in writing.
- 2.3 All agreements between Wagenborg Passagiersdiensten B.V. and the Passenger are also subject to the General Terms and Conditions for Ferry and Barge Services [*Algemene Veerboot- en Beurtvaartcondities*], of which the latest version has been filed at the Registry of the District Courts of Amsterdam and Rotterdam. In case of a conflict between these General Terms and Conditions and the General Terms and Conditions for Ferry and Barge Services, these General Terms and Conditions of Wagenborg Passagiersdiensten B.V. prevail.
- 2.4 These General Terms and Conditions have been filed at the office of the Chamber of Commerce [*Kamer van Koophandel*] in Groningen under file number 02300456. The most recently filed version shall always be applicable. These General Terms and Conditions are also available on the website of Wagenborg Passagiersdiensten B.V. ([www.wpd.nl](http://www.wpd.nl)).

### 3. Realisation of the Agreement

- 3.1 The agreement is established by the Passenger's acceptance of the offer made by Wagenborg Passagiersdiensten B.V. After the conclusion of the agreement, the Passenger will receive a confirmation thereof in writing or electronically as soon as possible, possibly in the form of an invoice or payment specification.
- 3.2 The offer made by Wagenborg Passagiersdiensten B.V. is without obligation and may be revoked by it if necessary. Revocation for reason of correction of errors in the calculation of the fare or other obvious errors is permitted. This should be done as soon as possible, but no later than two working days after acceptance, stating reasons for the revocation.
- 3.3 The Passenger provides Wagenborg Passagiersdiensten B.V. before or no later than on the conclusion of the agreement, all information regarding himself/herself and any Passengers he/she has registered, which may be of importance for the conclusion or execution of the Agreement. If he/she fails to provide this information and this results in Rederij Wagenborg excluding this/these Passenger(s) from (further) participation in the journey, in accordance with the provisions of Article 10 of these General Terms and Conditions, the costs referred to in that Article will be charged to the Passenger.



- 3.4 Any person who enters into an Agreement in the name of or on behalf of another person (the contractor) is jointly and severally liable for all obligations under the Agreement. All traffic (including payment traffic) between the Passenger and fellow passenger(s) on the one hand and Wagenborg Passagiersdiensten B.V. on the other hand take place exclusively through the contractor. The fellow passenger(s) is/are liable for their own share.
- 3.5 Rederij Wagenborg bears no responsibility for general information in photographs, leaflets, advertisements, websites and other information carriers, insofar as prepared or published under the responsibility of third parties.

## 4. Fares

- 4.1 The fares published by Wagenborg Passagiersdiensten B.V. are inclusive of VAT and inclusive of tourist tax. The amounts of the fares are given in euros.
- 4.2 The fares are not guaranteed until the ticket reservation is confirmed in writing or electronically by Wagenborg Passagiersdiensten B.V.

## 5. Changes and Cancellations

### Ferry Service

- 5.1 Modification of a vehicle reservation or group registration is possible up to 60 minutes before the time of departure, provided the reservation has not been checked in.
- 5.2 A ticket can be changed regarding the date of travel, time of the outward and/or return journey, the number of people and reserved items such as a bike rack, for example. Making such a change is free of charge. If a ticket is changed into a journey with a different fare, the difference will be settled.
- 5.3 The Passenger, whoever replaces him and his fellow passengers (in case of multiple passengers on one registration) are jointly and severally liable to Wagenborg Passagiersdiensten B.V. for payment of the outstanding portion of the amount due and any additional costs resulting from the change.
- 5.4 A ticket can be changed online, in writing, by phone or at the counters of the port offices and the head office in Nes.
- 5.5 Cancellation of a vehicle or group registration is possible up to 60 minutes before departure of the reserved sailing. Registrations that are cancelled via Customer Service for which an amount has already been paid in advance, will be refunded minus a €7.00 administration fee. No administration fee applies when cancelling reservations online.
- 5.6 The group discount applies only to a party consisting of at least 15 people. If it turns out on departure that this is not the case, the difference between the reduced rate and the regular rate must be paid at departure. The group registration is a registration to qualify for a reduction and applies only to the sailing(s) the group is registered for. Registration does not constitute a reservation for a particular sailing, but means that you are eligible for the group fare for this crossing.
- 5.7 Changes/cancellations can be made by phone, on +31(0)900-9238. Changes/cancellations in writing can be sent by e-mail ([info@wpd.nl](mailto:info@wpd.nl)) or by post (Rederij Wagenborg, Postbus 70, 9163 ZM Nes/Ameland). Online changes/cancellations constitute a change/cancellation of a reservation on the website.

### Fast Ferry Service

- 5.8 Changing a vehicle or group registration is possible up to 60 minutes before departure of the reserved sailing of the Fast Ferry Service.
- 5.9 The ticket can be changed regarding the travel date, time and departure point — to or from the island.
- 5.10 A ticket can be changed online, in writing, by phone or at the counters of the port offices and the head office in Nes, Ameland.
- 5.11 Cancellation of a combination or surcharge ticket for the Fast Ferry Service is possible up to 60 minutes before departure of the reserved sailing.



- 5.12 Changes/cancellations can be made by phone, on +31(0)900-9238. Changes in writing can be sent by e-mail (info@wpd.nl) or by post (Rederij Wagenborg, Postbus 70, 9163 ZM Nes/Ameland). Online changes/cancellations constitute a change/cancellation of a reservation on the website.

## 6. Payment

- 6.1 Payment must be made immediately upon purchase or reservation of the ticket.
- 6.2 Payment must be made by means of legal tender in the Netherlands at the then current (exchange) rate, or using any other accepted method of payment as specified by Wagenborg Passagiersdiensten B.V.
- 6.3 Objections against the price of the ticket do not suspend the payment obligation.
- 6.4 After the expiration of the term referred to under Article 6, Paragraph 1, the Passenger is legally in default; the Passenger is then not entitled to issue of the ticket.

## 7. Collection costs

- 7.1 If the Passenger is in default with regard to the fulfilment of one or more of his obligations, all reasonable extrajudicial costs incurred to secure payment are for the account of the Passenger. In any case, in the case of a monetary claim, the Passenger shall owe collection costs. The collection costs are calculated in accordance with the collection rate, as advised in the NVVR report "Voorwerk II".
- 7.2 If Wagenborg Passagiersdiensten B.V. demonstrates that it has incurred higher costs, which were reasonably necessary, these are also eligible for reimbursement.

## 8. Termination/dissolution

- 8.1 Wagenborg Passagiersdiensten B.V. has the right to terminate or dissolve the agreement with immediate effect due to serious circumstances.
- 8.2 Serious circumstances are understood to mean circumstances of such a nature that Wagenborg Passagiersdiensten B.V. cannot be reasonably expected to perform the Agreement, which in any case includes the actions and situations as referred to in Article 10 of these General Terms and Conditions.
- 8.3 If the cause of the termination or dissolution is attributable to the Passenger, the resulting damages shall be borne by the Passenger.
- 8.4 a. If the termination or dissolution is attributable to Wagenborg Passagiersdiensten B.V., the resulting damages shall be borne by Wagenborg Passagiersdiensten B.V.
- 8.4 b. If the termination or dissolution is attributable neither to the Passenger nor to Wagenborg Passagiersdiensten B.V., the parties each bear their own damages.
- 8.4 c. If Wagenborg Passagiersdiensten B.V. saves money due to the termination or dissolution, the Passenger is entitled to his share of the amount of the money saved.
- 8.5 The preceding paragraphs of this article do not affect the legal provisions regarding dissolution of the agreement by Wagenborg Passagiersdiensten B.V.

## 9. Liability

- 9.1 The General Terms and Conditions for Ferry and Barge Services, applicable to all agreements with Wagenborg Passagiersdiensten B.V., contain detailed provisions regarding the liability of the Passenger and of a carrier such as Wagenborg Passagiersdiensten B.V. These provisions are considered repeated and inserted here.



- 9.2 The liability of Wagenborg Passagiersdiensten B.V., as referred to in the General Terms and Conditions for Ferry and Barge Services is limited to the performance of the Agreement by Wagenborg Passagiersdiensten B.V. Wagenborg Passagiersdiensten B.V. cannot be held liable for damages resulting from the performance of the Agreement by third parties.
- 9.3 Wagenborg Passagiersdiensten B.V. cannot be held liable for damages caused by a delay or cancellation of sailings.

## 10. Obligations of the Passenger

- 10.1 The Passenger is prohibited from being transported by Wagenborg Passagiersdiensten B.V. without a valid ticket. The Passenger is also prohibited from using an unauthorised, altered or otherwise manipulated ticket, misusing the ticket or hindering or preventing its inspection.
- 10.2 The Passenger must handle the ticket with care. The Passenger must immediately report theft of the ticket to Wagenborg Passagiersdiensten B.V. In the event of fraud or theft of this ticket, the Passenger is liable for any resulting damages, unless the damages are attributable to the acts or omissions of Wagenborg Passagiersdiensten B.V.
- 10.3 The Passenger is required to comply with all instructions issued by Wagenborg Passagiersdiensten B.V. to promote the proper execution of the sailing and is liable for damages caused by any improper conduct on his part, to be judged by the standards of proper conduct of passengers.
- 10.4 The Passenger who causes or is threatening to cause such hindrance or inconvenience that a proper execution of a sailing is or may be greatly impaired as a result, such as due to being drunk or due to illness, or who behaves in such an undesirable manner that it may impair the well-being and/or safety of other passengers and crew, may be denied access to the embarkation area and/or the vessel by Wagenborg Passagiersdiensten B.V., if it cannot reasonably be required to perform the Agreement.
- 10.5 Wagenborg Passagiersdiensten B.V. may deny a Passenger access to the embarkation area and/or the vessel who is in possession of items which Wagenborg Passagiersdiensten B.V. deems undesirable, which in any case includes dangerous, explosive, radioactive and/or toxic substances, contraband, firearms (without a firearms permit), ammunition or other materials or objects which may endanger the health, well-being and/or safety of other passengers and crew.
- 10.6 If the Passenger is in possession of any of the goods referred to in Paragraph 5 of this Article, and Wagenborg Passagiersdiensten B.V. first becomes aware of this during the crossing, then it is entitled to take this (these) object(s) from the Passenger and keep them during the crossing. Upon arrival at the destination, the goods will be returned to the Passenger. Even if the Passenger has a firearms permit, Wagenborg Passagiersdiensten B.V. is entitled to take custody of the weapon.
- 10.7 Wagenborg Passagiersdiensten B.V. may refuse to transport items (including animals), the bringing and shipping of which is reasonably undesirable because of safety on board, their weight, shape, size or character.
- 10.8 If access to the embarkation area and/or the vessel is denied in one of the cases referred to above, the Passenger is not entitled to a refund of any amounts already paid. All costs resulting from the conduct mentioned in Article 10 will be borne by the Passenger. The Passenger is required to avoid or minimise any damage.
- 10.9 Wagenborg Passagiersdiensten B.V. cannot be held liable for damage suffered by the Passenger and/or damage to his/her good(s) as a result of the denial of access to the embarkation area and/or the vessel, or the confiscation of goods pursuant to any of the paragraphs in this article.

## 11. Passengers with a mobility impairment

- 11.1 If a Passenger with a physical and/or intellectual impairment is travelling with a travel companion, this companion may travel free of charge upon presentation of a public transport companion pass.



- 11.2 If a Passenger with a physical and/or intellectual impairment is travelling with a guide and/or service dog, this dog is considered a companion and may travel free of charge, in accordance with public transportation rules. For more information, go to: <https://wetten.overheid.nl/BWBR0035366/2014-08-01>.

## 12. Children

- 12.1 Children younger than 12 years of age may not travel without being accompanied by a parent or companion who is 18 years or older on any of the vessels of Wagenborg Passagiersdiensten B.V.

## 13. Disputes and applicable law

- 13.1 Dutch law applies to all agreements within the meaning of these General Terms and Conditions, regardless of where the activities referred to are to be performed.
- 13.2 All disputes between Wagenborg Passagiersdiensten B.V. and the Passenger shall be brought before the competent Court in Groningen.

Nes, Ameland  
27 October 2022