

Terms and Conditions Canal Motorboats Cruises

Private Limited Liability Company Canal Motorboats (hereinafter: Canal Motorboats), registered with the Chamber of Commerce under number 33290675. The central location is at Zandhoek 22, (1013 KT) in Amsterdam.

Article 1 – Definitions

The following terms are used in these terms and conditions with the following meanings, unless otherwise specifically indicated.

1. Offer: any proposed or quoted opportunity for the Passenger to obtain Services from Canal Motorboats.
2. Consumer: a natural person acting outside a professional or business context.
3. Passenger: Consumer or Company entering into an agreement with Canal Motorboats regarding participation in a Cruise. This also includes the natural or legal person participating in a Cruise without an agreement with Canal Motorboats.
4. Cruise: any execution of a public or private boat trip with a skipper.
5. Company: a natural or legal person active in a professional or commercial context.
6. Services: Cruises and related services organized by Canal Motorboats, including catering arrangements and activities before, during, or after the Cruise.
7. Canal Motorboats: provider of Services to the Passenger.
8. Agreement: all agreements and obligations between the Passenger and Canal Motorboats, as well as proposals from Canal Motorboats accepted and executed by the Passenger, forming a whole with these general terms and conditions.
9. Ticket: admission ticket, physical or digital, with a unique code, provided by Canal Motorboats, indicating that the Passenger is entitled to participate in the Cruise at a specific time and date.
10. Arrangements: additional services offered by Canal Motorboats in addition to Cruises.

Article 2 – Applicability

1. These terms and conditions apply to every Cruise and every arrangement offered by Canal Motorboats.
2. The Passenger receives these terms and conditions before entering into an Agreement. If not possible, Canal Motorboats will indicate how the Passenger can view the terms and conditions.
3. Deviation from these terms and conditions is only possible if explicitly and in writing agreed upon with Canal Motorboats.
4. These terms and conditions also apply to additional, modified, and subsequent orders from the Passenger.
5. Passenger's general terms and conditions do not apply.

6. In the event of partially or fully invalid or annulled provisions, the remaining provisions remain valid. Invalid/annulled provisions are replaced by provisions with the same purport.
7. Uncertainties about the content or interpretation of these terms and conditions are assessed in accordance with the spirit of these terms and conditions.
8. Articles 7:404 of the Dutch Civil Code and 7:407 paragraph 2 of the Dutch Civil Code do not apply.
9. References to 'she/her' also apply as references to 'he/him/his,' where applicable.
10. Non-constant compliance with these terms and conditions does not mean that Canal Motorboats waives the right to compliance.

Article 3 – Offer

1. Offers from Canal Motorboats are non-binding unless otherwise stated and valid for 14 days. Limitations or specific conditions are clearly stated in the Offer.
2. Canal Motorboats is bound by the Offer upon payment by the Passenger. Canal Motorboats may refuse an Agreement for valid reasons.
3. The Offer contains a sufficiently specific description of the Services. Data in the Offer is indicative and not grounds for compensation or dissolution of the Agreement.
4. Offers or quotations do not automatically apply to future Cruises and are subject to availability.
5. An Offer can also be made through the website of Canal Motorboats.

Article 4 – Conclusion of Agreement

1. The Agreement is concluded when the Passenger accepts the Offer from Canal Motorboats by purchasing a Ticket via the website or by purchasing a physical Ticket.
2. After acceptance of the Offer by the Passenger, Canal Motorboats confirms the Agreement in writing or by email after the end of the tour.
3. An Offer is not honored if there is a clear mistake or typographical error. Passenger cannot derive any rights from such mistakes or typographical errors.
4. Agreements are entered into with Canal Motorboats as a company, not with individual persons connected to Canal Motorboats.
5. The right of withdrawal of the Passenger is excluded for activities on specific dates. This also applies to arrangements with limited validity.
6. The Agreement is subject to weather conditions. Canal Motorboats decides whether sailing is possible under certain weather conditions. No sailing takes place at wind force 6 or higher or during thunderstorms.
7. High or low water, blockages, or other events may be reasons for adjustment or cancellation of the Cruise.

8. Changes or cancellations of the Cruise by Canal Motorboats do not lead to a refund unless otherwise agreed. In the event of cancellation, a new date will be scheduled or the Agreement will be dissolved, and the amount refunded.

Article 5 – Duration of Agreement

1. The Agreement is valid for the duration as determined in the Agreement. The expiry date is stated on the Ticket.
2. The Agreement ends automatically after the end of the Cruise.
3. The Cruise depends on weather conditions and other factors on and around the water. Estimates of the length and nature of the Cruise are indicative. No rights can be derived from this.
4. Passenger or Canal Motorboats can terminate the Agreement in case of attributable shortcomings, provided the other party has been given written notice of default and a reasonable period for performance.
5. In case of premature termination, Passenger is not entitled to a refund of the Ticket.
6. Both parties can terminate the agreement immediately in writing in case of bankruptcy, suspension of payments, or termination of business of the other party. Canal Motorboats is not obliged to refund in such circumstances.

Article 6 – Cancellation, Modification, and Exceptions

1. Passenger can cancel a public Cruise up to 24 hours before the start free of charge. In case of cancellation within 24 hours, the full amount is due.
2. Any activity offered privately, exclusively for the main booker and their group. In case of cancellation of a reservation up to one month before your booking: full refund guaranteed.
In case of cancellation of a reservation up to one week before your booking: 75% of the full amount will be refunded.
In case of cancellation of a reservation one week or less prior to your booking: no refund.
3. Changes to arrangements can be requested up to 48 hours before the Cruise.
4. Canal Motorboats may cancel a Cruise. Passenger must check if a Cruise is canceled. Canal Motorboats informs Passenger of cancellation as soon as possible. However, Canal Motorboats cannot guarantee that Passenger will receive this information before the start of the Cruise.
5. Canal Motorboats reserves the right to charge adjusted daily rates during King's Day, Gay Pride, the Prinsengracht Concert, SAIL, the Amsterdam Light Festival, and other events.
6. The cancellation policy does not apply on non-regular days (such as events and the days mentioned above). Cancellation by the renter is not possible. Only the lessor can cancel the agreement.

Article 7 – Ticket

1. A Ticket is a digital document with a barcode, or a physical Ticket, issued by Canal Motorboats. The barcode represents a unique identification.
2. Ticket is personal and issued only once. Canal Motorboats assumes that the holder of the Ticket is the rightful owner.
3. Passenger may not resell the Ticket to third parties unless with explicit permission from Canal Motorboats.
4. Canal Motorboats may establish a maximum number of Tickets per person. Passenger must comply with this.