

General Terms and Conditions Canal Motorboats ST Canal Cruises

Canal Motorboats B.V. (hereinafter: "Canal Motorboats"), registered with the Dutch Chamber of Commerce under registration number 33290675. The central location is situated at Zandhoek 22, 1013 KT Amsterdam, the Netherlands.

Article 1 – Definitions

The following terms used in these General Terms and Conditions shall have the meanings set out below, unless expressly stated otherwise.

1. Offer: any proposal or quotation made to a Passenger for the purchase of Services provided by Canal Motorboats.
 2. Consumer: a natural person acting for purposes outside their trade, business or profession.
 3. Passenger: a Consumer or Business entering into an Agreement with Canal Motorboats regarding participation in a Canal Cruise. This also includes any natural or legal person participating in a Canal Cruise without having concluded an Agreement directly with Canal Motorboats.
 4. Canal Cruise: any public or private cruise operated with a skipper.
 5. Business: any natural or legal person acting in a professional or commercial capacity.
 6. Services: canal cruises organised by Canal Motorboats and related services, including catering packages and activities before, during or after the Canal Cruise.
 7. Canal Motorboats: the provider of Services to the Passenger.
 8. Agreement: all agreements and obligations between the Passenger and Canal Motorboats, including any proposals accepted and executed by the Passenger, together forming the Agreement together with these General Terms and Conditions.
 9. Ticket: a physical or digital admission ticket containing a unique code issued by Canal Motorboats, entitling the Passenger to participate in a Canal Cruise on a specified date and time.
 10. Packages: additional services offered by Canal Motorboats alongside Canal Cruises.
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Article 2 – Applicability

1. These Terms and Conditions apply to every Canal Cruise and every package offered by Canal Motorboats.
2. The Passenger shall receive these Terms and Conditions before an Agreement is concluded. If this is not reasonably possible, Canal Motorboats shall indicate how the Passenger may inspect the Terms and Conditions.
3. Any deviation from these Terms and Conditions shall only be valid if expressly agreed in writing by Canal Motorboats.
4. These Terms and Conditions also apply to any additional, amended or follow-up assignments given by the Passenger.
5. Any general terms and conditions of the Passenger are expressly excluded.
6. If any provision of these Terms and Conditions is declared wholly or partially void or annulled, the remaining provisions shall remain fully valid and enforceable. The invalid provision shall be replaced by a provision reflecting the original intent as closely as possible.

7. Any ambiguity regarding the interpretation or content of these Terms and Conditions shall be interpreted in accordance with their spirit and purpose.
 8. Sections 7:404 and 7:407 paragraph 2 of the Dutch Civil Code are excluded.
 9. References to “she/her” shall also include “he/him” and vice versa where applicable.
 10. Failure by Canal Motorboats to enforce any provision of these Terms and Conditions shall not constitute a waiver of its right to enforce such provision at a later time.
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Article 3 – Offer

1. All offers made by Canal Motorboats are non-binding unless expressly stated otherwise and remain valid for fourteen (14) days. Any limitations or specific conditions shall be clearly stated in the Offer.
 2. Canal Motorboats shall be bound by the Offer once payment has been received from the Passenger. Canal Motorboats reserves the right to refuse an Agreement on reasonable grounds.
 3. The Offer shall contain a sufficiently detailed description of the Services. Information contained in the Offer is indicative only and shall not constitute grounds for compensation or termination of the Agreement.
 4. Offers and quotations do not automatically apply to future Canal Cruises and remain subject to availability.
 5. An Offer may also be made through the Canal Motorboats website.
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Article 4 – Formation of the Agreement

1. The Agreement is concluded when the Passenger accepts the Offer of Canal Motorboats by purchasing a Ticket through the website or by purchasing a physical Ticket.
 2. Following acceptance of the Offer, Canal Motorboats shall confirm the Agreement in writing or by email after completion of the Canal Cruise.
 3. An Offer shall not be honoured if it contains an obvious error or clerical mistake. The Passenger may not derive any rights from such errors.
 4. Agreements are concluded with Canal Motorboats as a legal entity and not with any individual associated with Canal Motorboats.
 5. The Passenger’s statutory right of withdrawal is excluded for activities taking place on a specific date or during a specific period. This also applies to packages with a limited shelf life.
 6. The Agreement is subject to weather conditions. Canal Motorboats shall determine whether sailing is possible under the prevailing weather conditions. No Canal Cruises will take place in wind force 6 or higher or during thunderstorms.
 7. High or low water levels, waterway closures or other events may require the Canal Cruise to be modified or cancelled.
 8. Changes to or cancellation of the Canal Cruise by Canal Motorboats shall not entitle the Passenger to a refund unless otherwise agreed. In the event of cancellation, a new date shall be scheduled or the Agreement shall be terminated and the amount paid refunded.
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Article 5 – Duration of the Agreement

1. The Agreement shall remain in force for the period specified therein. The expiry date is stated on the Ticket.
2. The Agreement shall automatically terminate upon completion of the Canal Cruise.
3. The Canal Cruise is subject to weather conditions and other circumstances on or around the water. Any estimates regarding the duration or nature of the Canal Cruise are indicative only and no rights may be derived from them.
4. Either the Passenger or Canal Motorboats may terminate the Agreement in the event of an attributable failure by the other party, provided the defaulting party has first been given written notice of default and a reasonable period to remedy the failure.
5. In the event of premature termination of the Agreement, the Passenger shall not be entitled to a refund of the Ticket.
6. Either party may terminate the Agreement with immediate effect in writing if the other party is declared bankrupt, granted suspension of payments or ceases its business activities. In such circumstances, Canal Motorboats shall not be obliged to provide any refund.

Article 6 – Cancellation, Amendments and Exceptions

1. The Passenger may cancel a public Canal Cruise free of charge up to twenty-four (24) hours before the scheduled departure. In the event of cancellation within twenty-four (24) hours before departure, the full amount shall be payable.
 2. For any activity offered privately and exclusively for the main booker and their group, the following cancellation policy applies:
 - Cancellation up to one (1) month before the scheduled booking: full refund.
 - Cancellation up to one (1) week before the scheduled booking: 75% of the total amount shall be refunded.
 - Cancellation one (1) week or less before the scheduled booking: no refund shall be granted.
 3. Requests to amend packages may be submitted up to forty-eight (48) hours before the Canal Cruise.
 4. Once a booking has been cancelled, the reservation, discount code or gift voucher may be rescheduled once free of charge, provided the applicable cancellation conditions have been met. A second amendment is not permitted.
 5. Canal Motorboats reserves the right to cancel a Canal Cruise. Passengers are responsible for checking whether their Canal Cruise has been cancelled. Canal Motorboats shall notify the Passenger as soon as reasonably possible, but cannot guarantee that such notification will be received before the scheduled departure.
 6. Canal Motorboats reserves the right to apply adjusted daily rates during King's Day, Amsterdam Pride, the Prinsengracht Concert, SAIL Amsterdam, the Amsterdam Light Festival and other special events.
 7. The cancellation policy does not apply on non-standard operating days (such as the events referred to above). During these periods, cancellation by the hirer is not permitted. Only Canal Motorboats may cancel the Agreement.
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Article 7 – Ticket

1. A Ticket is either a digital document containing a barcode or a physical ticket issued by Canal Motorboats. The barcode represents a unique identification number.
2. A Ticket is personal and issued only once. Canal Motorboats is entitled to assume that the holder of the Ticket is its lawful owner.

3. The Passenger may not resell the Ticket to third parties without the prior written consent of Canal Motorboats.
 4. Canal Motorboats may impose a maximum number of Tickets that may be purchased per person. The Passenger shall comply with such limitation.
 5. Where the Passenger transfers Tickets to third parties without any commercial purpose, these General Terms and Conditions shall also apply to those third parties. The Passenger is responsible for informing such third parties accordingly.
 6. The risk of damage, loss, misuse or theft of the Ticket shall remain with the Passenger.
 7. Tickets may be declared invalid if obtained through fraud, unlawful conduct or misuse. In such cases, access to the Canal Cruise may be denied.
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Article 8 – Passenger Obligations

1. The Passenger shall provide all information reasonably required for the proper performance of the Agreement, including at least their name, contact details and email address.
2. Canal Motorboats shall not verify the accuracy or completeness of the information provided. Incorrect or incomplete information may result in refusal of participation in the Canal Cruise.
3. Where Tickets are issued electronically, Canal Motorboats shall take reasonable measures to ensure secure delivery. However, Canal Motorboats cannot guarantee confidentiality or successful delivery of electronic Tickets.
4. Upon first request of Canal Motorboats or any third party engaged by Canal Motorboats, the Passenger shall identify themselves.
5. During the Canal Cruise, the Passenger shall behave in accordance with public order, accepted standards of conduct and any applicable house rules. Instructions given by Canal Motorboats staff must be followed at all times.
6. Participation in the Canal Cruise is entirely at the Passenger's own risk. The Passenger shall comply with all applicable safety regulations.
7. Bringing glassware, alcoholic beverages, fireworks, firearms, weapons or other hazardous objects, including any prohibited substances or items under applicable law, is strictly prohibited.
8. Minors must be accompanied by an adult who shall be responsible for their behaviour and compliance with these Terms and Conditions.
9. The Passenger shall arrive at the agreed departure time. For private arrangements, Canal Motorboats will wait for a maximum of fifteen (15) minutes. If the delay exceeds fifteen (15) minutes, Canal Motorboats may decide not to proceed with the Canal Cruise.
10. Any delay caused by the Passenger resulting in cancellation of the Agreement shall not entitle the Passenger to a refund of any amounts already paid.
11. Persons who cannot swim and children under six (6) years of age must wear a life jacket throughout the Canal Cruise.
12. Where the maximum passenger capacity is exceeded, Canal Motorboats may refuse admission to additional passengers.
13. Before entering into the Agreement, the Passenger shall disclose any relevant personal circumstances that may affect the performance of the Agreement.
14. If the Passenger or any participant causes nuisance, disturbance or inappropriate behaviour, Canal Motorboats may exclude such person from participation. Any resulting costs shall be borne by the Passenger.
15. Failure to comply with these Terms and Conditions or misconduct may result in immediate termination of the Agreement and denial of access to the Canal Cruise without any entitlement to a refund.

Article 9 – Prices and Payment

1. Prices quoted for Consumers include VAT unless expressly agreed otherwise.
 2. Payment shall be made in advance in the currency stated on the invoice through the designated online payment provider, unless otherwise agreed.
 3. Where another payment method has been agreed, payment must be received no later than seven (7) days before the Canal Cruise. The full amount must be paid within the agreed payment period.
 4. In the event of liquidation, insolvency or bankruptcy of the Passenger, all outstanding payments and obligations shall become immediately due and payable.
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Article 10 – Debt Collection Policy

1. If payment is not made on time, a Business Passenger shall immediately be in default without further notice. Consumers shall first receive a written reminder granting a period of fourteen (14) days to fulfil their payment obligation.
2. From the date of default, Canal Motorboats shall be entitled to statutory commercial interest as well as reimbursement of extrajudicial collection costs pursuant to Section 6:96 of the Dutch Civil Code, calculated in accordance with the Dutch Decree on Compensation for Extrajudicial Collection Costs (Besluit vergoeding voor buitengerechtelijke incassokosten) of 1 July 2012.
3. Canal Motorboats shall also be entitled to recover any judicial and enforcement costs incurred.

Article 11 – Privacy, Data Processing and Security

1. Canal Motorboats shall process the Passenger's personal data with due care and in accordance with applicable laws and regulations.
 2. The Passenger is responsible for any data processed through Canal Motorboats and indemnifies Canal Motorboats against any claims relating to such data.
 3. Canal Motorboats may make audio and visual recordings during the Canal Cruise and of Passengers present for marketing and promotional purposes.
 4. Where information security forms part of the Agreement, such security shall comply with the specifications agreed between the parties.
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Article 12 – Force Majeure

1. Canal Motorboats shall not be liable for any failure to perform its obligations where such failure is caused by force majeure.
2. Force majeure includes, but is not limited to, illness of the skipper, defects affecting the vessel, government measures, failures of electricity or communication facilities, illness of Canal Motorboats employees or advisors engaged by Canal Motorboats, and any other circumstances beyond the reasonable control of Canal Motorboats that temporarily or permanently prevent the fulfilment of its obligations.

3. In the event of force majeure, either party may terminate the Agreement. Any costs incurred prior to termination shall be borne by the Passenger. Canal Motorboats shall not be obliged to provide any compensation.
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Article 13 – Limitation of Liability

1. Where Canal Motorboats is liable, such liability shall be limited to the value of the Agreement or the amount paid out by its insurer, whichever is lower.
2. Canal Motorboats shall not be liable for the execution of the Canal Cruise, including the location, route or duration.
3. Canal Motorboats shall not be liable for loss of or damage to the Passenger's clothing or personal belongings.
4. Canal Motorboats shall not be liable for any personal injury related to participation in the Canal Cruise.
5. Canal Motorboats excludes all liability for indirect damages, consequential damages, business losses, loss of profits, loss of revenue, missed savings, losses resulting from business interruption, financial losses, delay damages, interest losses and non-material damages.
6. Liability shall be limited to direct damages resulting from intent or gross negligence on the part of Canal Motorboats, provided that compensation shall only be payable for damage covered under Canal Motorboats' insurance policy or which, according to standards of reasonableness and fairness, should have been insured, and only up to the maximum amount covered under such insurance.

Canal Motorboats shall in particular not be liable for:

- damage caused by the acts or omissions of third parties, including persons engaged by Canal Motorboats in connection with the Canal Cruise and persons engaged by those third parties;
 - damage resulting from failure to follow instructions issued by Canal Motorboats or failure to observe generally accepted standards of conduct and behaviour;
 - consequential damage resulting from unforeseen changes to departure times, departure or arrival locations, or the route of the Canal Cruise;
 - damage caused in any way by other Passengers;
 - damage resulting from the loss, theft of or damage to property belonging to the Passenger and/or the holder of a Ticket.
7. The Passenger shall indemnify Canal Motorboats against claims made by third parties relating to defects in Services supplied by the Passenger.
 8. Any damage caused by the Passenger to property belonging to Canal Motorboats or third parties shall be compensated by the Passenger.
 9. Canal Motorboats shall not be liable for damage resulting from incorrect or incomplete information provided by the Passenger.
 10. Canal Motorboats shall not be liable for errors on its website or for the temporary unavailability of its website.
 11. Canal Motorboats does not guarantee the correct, complete or timely transmission or receipt of email communications.
 12. Any claim against Canal Motorboats shall lapse if not submitted within one (1) year after the Passenger became aware, or could reasonably have become aware, of the relevant circumstances.
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Article 14 – Indemnification and Accuracy of Information

1. The Passenger is responsible for the accuracy of all information provided and shall indemnify Canal Motorboats against any liability arising from incorrect or incomplete information.
 2. The Passenger shall indemnify Canal Motorboats against all liability arising from the failure to provide accurate and complete information, or from providing such information too late.
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Article 15 – Complaints

1. Complaints regarding the performance of the Agreement may be submitted by email to Canal Motorboats at info@canalmotorboats.com.
 2. If the Passenger is dissatisfied with the handling of the complaint, they may submit a further complaint within fourteen (14) days after the date of Canal Motorboats' response referred to in paragraph 1 of this Article.
 3. Submitting a complaint shall not suspend the Passenger's payment obligations.
 4. Complaints must be submitted as soon as possible and no later than one (1) month after the event giving rise to the complaint.
 5. Any legal claim shall lapse one (1) year after the Canal Cruise took place or, if no Canal Cruise took place, one (1) year after the invoice date.
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Article 16 – Governing Law

1. The legal relationship between Canal Motorboats and the Passenger shall be governed exclusively by the laws of the Netherlands.
2. Canal Motorboats reserves the right to amend these General Terms and Conditions and shall inform the Passenger accordingly.
3. Additional regulations and/or rules of conduct may apply.
4. Any disputes arising from or relating to the Agreement shall be submitted exclusively to the competent court of the District Court of Amsterdam, unless mandatory law provides otherwise.