



HUIZEN MUNICIPALITY TERMS AND CONDITIONS FOR PASSENGER VESSELS

I GENERAL

Clause 1 Definitions

In these Terms and Conditions the terms below shall mean the following:

- a. The municipal port: the port as described in Article 2 of the Port Decree of Huizen Municipality;
- b. The service port: includes the area, including public waterways to the south of the western port piers as further detailed on the drawing relating to these Terms and Conditions;
- c. The marina: the part of the public waterways situated between Bestevaer and the north side of the port office, as further detailed on the drawing relating to these Terms and Conditions;
- d. the Nautical Quarter Huizen: includes the area to the east of the central parking area including the *botter* yard, and bordered by the public waterways as further indicated on the drawing relating to these Terms and Conditions;
- e. Passenger vessel: a vessel carrying passengers on a commercial basis and mooring in the service port including a river cruise vessel, bicycle/sailing trip motor charters and a party ship;
- f. River cruise vessel: a vessel exclusively intended or being used for carrying passengers on inland waterways on a commercial basis, who for tourist reasons, mainly focussed on the trip itself, participate in that trip;
- g. Party ship: a passenger vessel exclusively intended or being used for the carriage of passengers on a commercial basis, which passengers participate in that trip in connection with attending an event (festivities and parties etc.) and where the trip does not include an overnight stay.
Not considered as party ships are vessels which aim at providing services to special target groups such as patients, the elderly and disabled people (requiring special care) (such as the Henri Dunant and de Zonnebloem);
- h. Classic ships: vessels of the so-called 'brown fleet' constructed before 1955, provided with one mast and which have also been fishing on a commercial basis in the Zuiderzee or IJsselmeer;
- i. Parking area: the public parking area situated to the south of the service port, as further indicated on the drawing relating to these Terms and Conditions;
- j. Cruises: sailings with vessels giving passengers the opportunity to sail along for a fee, not being vessels which because of the nature of the activities and lay-out must be considered as party ships;
- k. Client: the natural person or legal entity who/which uses the Port with a vessel or who/which purchases other services of Huizen Municipality, including the captain, the shipowner, owner of the vessel, the party who has been granted the use of the vessel, the agent as well as the party who as a representative of the said persons has performed preparatory acts with regard to Huizen municipality in preparation of the said use or purchase of services;
- l. Service: reserving a berth with all associated activities;
- m. Harbour master: the department at Huizen Municipality actively involved with the public care for safe, smooth and environmentally friendly shipping in the municipal marinas;
- n. Nautical services: services for smooth and safe shipping such as bunkering a vessel, collecting waste, towing a vessel;
- o. Length: overall length, as stated on the tonnage certificate;
- p. Berth: a public quay, a buoy or a pole intended for mooring vessels;
- q. Tonnage certificate: the document as meant in the Dutch Certificates of Tonnage Act (*Meetbrievenwet*);

Clause 2 Applicability

2.1 These Terms and Conditions of Huizen Municipality are applicable to all agreements under which the client exercises his right to reserve a berth from Huizen Municipality at one of the following locations:

- a. Floating landing stage in the service port, both berths on the western side;
- b. The onshore transshipment quays on the west side of the service port.

The parties can agree otherwise.

2.2 Insofar as not otherwise explicitly agreed in writing, the client will refrain from the applicability of any of his/its own general terms and conditions and Huizen Municipality explicitly rejects the applicability of any general terms and conditions of the client.

2.3 Any amendments and/or deviations from the provisions in these Terms and Conditions, will only be binding on Huizen Municipality if and insofar as Huizen Municipality has explicitly accepted the amendments or deviations in writing.

2.4 These Terms and Conditions are not applicable to party ships.

Clause 3 Purpose, formation of the agreement and joint and several liability

3.1 The purpose of the agreement is the reservation of a berth intended for a passenger vessel, which provides the right during the reservation period for the agreed vessel to occupy a berth on the reserved location at the agreed time for the agreed period and the agreed price.

3.2 An agreement between Huizen Municipality and the client will be formed when Huizen Municipality (the harbour master) has received a written application from the client and it has been confirmed by Huizen Municipality. A written application is only considered as having been submitted if the client has given full information, therefore when all the details as meant in Clause 5.2 have been completed on the form.

3.3 The persons indicated under the client in Clause 1 of these Terms and Conditions are considered as joint and several debtors with regard to the fulfilment of all the obligations of the client towards Huizen Municipality.

Clause 4 Carrying out the services

4.1 It is not possible to occupy a berth in the port with a passenger vessel without having reserved the berth.

4.2 Huizen Municipality (harbour master) is entitled to remove a vessel from a berth if there is no reservation.

4.3 The services within the sense of these Terms and Conditions do not include the performance of public duties by Huizen Municipality, to which a basis in public law applies.

4.4 Huizen Municipality will do its utmost to carry out the service with care and according to the wishes of the client.

4.5 A vessel making use of the floating landing stage (berth 1 and 2) are obliged to use the onshore power supply facilities present there instead of the ship's generators. In cases of force majeure a different decision can be made temporarily with the consent of the harbour master.

4.6 The municipality has a 24-hour breakdown service to remedy breakdowns.

4.7 If two vessels are moored next to each other along the floating landing stage, the owner or skipper of the vessel that is moored directly to the landing stage will at all times be obliged to provide the passengers and crew of the second vessel with access over their vessel via the shortest route to the landing stage for an onshore visit.

4.8 In providing the services Huizen Municipality can use facilities other than those agreed (including the reserved location, time, power supply etc.) or engage third parties in this connection if this is necessary due to circumstances. This shall not have a negative impact on the quality of the performance as a whole. Huizen Municipality will exercise this power with restraint.

4.9 The client shall at all times provide Huizen Municipality within due time with all necessary information required for a proper performance of the service and will fully cooperate with this.

4.10 If the client does not or not within due time provide Huizen Municipality with the necessary information, no reservation can be made.

II BERTH RESERVATION

Clause 5 Manner of reservation/extension and exemption

- 5.1 The client can only apply for a reservation of a berth for a consecutive period of not more than 7 x 24 hours.
- 5.2 The client can apply for the reservation via the online reservation form on the website of Huizen Municipality (www.portofhuizen.nl). The client must complete the requested details fully and truthfully. Huizen Municipality is entitled to make changes in the details to be provided by the client.
- 5.3 Huizen Municipality will inform the client as soon as possible about having received the application, for instance by an e-mail confirmation.
- 5.4 There is a reservation if the application has been allocated in writing by Huizen Municipality (harbour master). Allocation of a reservation takes place on the basis of the date and time of receipt of the application and the availability of the required location for the specified period. Allocation of the application takes place in principle at the end of the year prior to the specified reservation period (subject to payment of the reservation costs) and definitively at the latest three months before the specified reservation period.
- 5.5 An extension of the use of the reserved berth is possible if it does not conflict with a successive reservation. An extension can only be given for the same vessel on the same berth. The extension cannot be applied for in advance but only within the period that the client is using the reserved berth. An extension applied for in advance is considered as a new reservation.

Clause 6 Rates

- 6.1 a. The rates for reserving a berth consist of a basic rate, administration costs for each reservation and port or mooring dues for the period that the vessel is actually moored in the port.
b. For bicycle/sailing trip motor charters, which visit the port for a short while for the immediate embarkation or disembarkation of passengers, a so-called '*aantiktarief*' (short stay rate) applies. The port or mooring dues apply to each calendar day (24 hours).
- 6.2 The reservation fees payable by the client (basic rate and administration costs) and port or mooring dues are calculated on the basis of the rates which are represented in the pricelist attached to these Terms and Conditions as Annex 1.
- 6.3 If there is an application for a reservation for the use of a berth other than the ones mentioned in Clause 2.1 and it is not detrimental to the public interest of the port to honour this request, this rate will also apply.
- 6.4 The rates included in the pricelist can be amended every year by Huizen Municipality.
- 6.5 The rates included in the second paragraph are excluding the value added tax due.

Clause 7 No fee

When a reservation and use of a berth has been applied for to enable a free sailing trip for charity, Huizen Municipality can grant an exemption from the rate on request or in its official capacity.

Clause 8 Cancellation/amendment of reservation

- 8.1 If the applicant wants to cancel the reserved berth, the following conditions will apply:
- The cancellation must be notified in writing to the harbour master (rivercruise@portofhuizen.nl);
 - No costs will be due on a cancellation if the cancellation takes place before the reservation has taken place or within 14 days after the registration of the application for which a confirmation has been sent;
 - If the cancellation takes place after 14 days after the application has been submitted or when the reservation has been recorded for which the client has received a message, 100% of the reservation fee will be charged.
- 8.2 An amendment to a reservation with regard to vessels of the same shipping company for the same reservation (date and time) is not considered as a cancellation and will not be dealt with as a new reservation unless the date, duration and length of the vessel deviate from the reservation, or, if the invoice has to be sent to a different invoice address from that of the original vessel. Rights can only be derived from the reservation after the associated amount due has been paid.

Clause 9 Payment

- 9.1 The payment must take place before the due date stated on the invoice. If the payment obligation has not been fulfilled, the reservation will lapse. The payment obligation with regard to the reservation fee remains effective.
- 9.2 A reservation of a berth is independent of the payment of port fees or any tax.

III OTHER GENERAL PROVISIONS

Clause 10 Liability

- 10.1 The liability of Huizen Municipality which might arise with regard to any activity by Huizen Municipality or a person for whom it is liable pursuant to the law, does not exceed the amount paid by the insurer of Huizen Municipality.
- 10.2 The liability of Huizen Municipality for activities within the sense of Clause 5 is excluded.
- 10.3 If the insurer of Huizen Municipality for any reason whatsoever does not make any payments to the municipality or the damage is not covered by the insurance of Huizen Municipality, the liability of Huizen Municipality will in any event not exceed the amount of €500 (five hundred Euros) per incident/event. A series of connected incidents/events are considered as one single incident/event.
- 10.4 The provisions in this Clause do not apply if and to the extent that the damage is the result of the intention or gross negligence of Huizen Municipality.
- 10.5 The liability for lost profits or reduced revenue and other indirect and consequential loss is explicitly excluded.

Clause 11 Force Majeure

- 11.1 If Huizen Municipality fails in the performance of any obligations to the client, this failure cannot be attributed to Huizen Municipality and therefore it will not be in default, if the fulfilment of this obligation is hindered or made impossible by a circumstance whether foreseeable or not and which is beyond the power of Huizen Municipality. Such circumstances are in any event, but not exclusively: war, terrorism, occupation, government measures of any nature whatsoever, natural disasters, fire, explosion, exceptional bad weather, water level, blockades, strikes, lack of berthing facilities and a breakdown of the locks.

- 11.2 In the event of force majeure Huizen Municipality will be entitled to suspend the fulfilment of its obligations until this fulfilment is no longer prevented. In the event that the force majeure situation lasts longer than one month, Huizen Municipality as well as the client will be entitled to dissolve the agreement in whole or in part without being obliged to pay any compensation.

Clause 12 Indemnity

The client indemnifies Huizen Municipality against any claims on any grounds whatsoever by third parties who allege that they have suffered damage by the use of the port, or by the service by Huizen Municipality to the client.

Clause 13 Suspension and dissolution

- 13.1 If the client remains in default of fulfilling any obligation towards Huizen Municipality, as well as in the event of a bankruptcy, a moratorium or a shutdown of the client's business, Huizen Municipality will be entitled, without any judicial intervention and without being obliged to pay any compensation in this connection to the client, to suspend at its choice the service in whole or in part for a certain or indefinite period or to dissolve in whole or in part the respective agreement for the part not yet performed via a written notice to the client, notwithstanding any other rights which accrue to it.
- 13.2 In the event of a dissolution of the agreement on the grounds stated in paragraph 1 of this Clause, any claim which Huizen Municipality has will be fully and immediately due and payable.

Clause 14 Removal of a vessel

If a client does not or not within due time fulfils his/its obligations, Huizen Municipality will be entitled to remove the vessel at the expense of the client from the berth or have it removed, all this at the expense and risk of the client. This does not affect the client's obligation to pay the fee as meant in Clause 6.

Clause 15 Applicable law and disputes

- 15.1 All rights, obligations and disputes arising from these Terms and Conditions are exclusively governed by Dutch law.
- 15.2 All disputes might arise in connection with these Terms and Conditions or the agreements arising from them between the parties, will exclusively be settled by the competent court in the district of Amsterdam/Utrecht.

Clause 16 Invalidity of one or more provisions

- 16.1 The invalidity of any provision of the agreement or of these Terms and Conditions has no consequences for the other provisions of the agreement and these Terms and Conditions.
- 16.2 If and insofar as any provision in the agreement or of these Terms and Conditions should under the given circumstances be considered unreasonably onerous, unacceptable or invalid, a provision will apply between the parties which, taking all circumstances into account, is acceptable and approaches best the purport of the provision left not applicable in that case.

These Terms and Conditions are applied from 1 January 2018 onwards.

Huizen Municipality

ANNEX I

The rates of the reservation scheme 2018 (excluding the value added tax due)

1.	Berths covered by the arrangement of this reservation scheme (a maximum of 7 x 24 hours)	- Service port berth at floating landing stage 1 (directly to the landing stage on the west side) - Service port berth at floating landing stage 2 (alongside moored vessel in berth 1) - For bicycle/sailing trip motor charters another berth can be allocated in the port	
a.	Rate per calendar day or a part of it (only when making reservations)	Length of vessel 0 – 60 metres Length of vessel 60 – 90 metres Length of vessel 90 – 110 metres Length of vessel 110 – 120 metres Length of vessel > 120 metres	€130.00 €210.00 €240.00 €260.00 €300.00
b.	Administration costs	Per reservation	€ 50.00
c.	Onshore power	Per Kwh	€ 0.34
d.	Water	Per 100 litre	€ 0.28
e.	Short stay rate (<i>Aantiktarief</i>) for passenger vessels/motor charters deployed/used for walking/bicycle/sailing trips, mooring for a short while in the port (for immediate embarkation or disembarkation of passengers and which leave the port immediately afterwards)	For every m2	€ 0.13

