

Terms and Conditions Eco Boats Amsterdam Cruises

Private Limited Liability Company Eco Boats Amsterdam (hereinafter: Eco Boats Amsterdam), registered with the Chamber of Commerce under number 92297072. The central location is at Zandhoek 22, (1013 KT) in Amsterdam.

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 Eco Boats Amsterdam.
 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 Eco Boats Amsterdam.
 4. 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 Eco Boats Amsterdam.
 5. Canal Cruise: any public or private cruise operated with a skipper.
 6. Business: any natural or legal person acting in a professional or commercial capacity.
 7. Services: canal cruises organised by Eco Boats Amsterdam and related services, including catering packages and activities before, during or after the Canal Cruise.
 8. Eco Boats Amsterdam: the provider of Services to the Passenger.
 9. Agreement: all agreements and obligations between the Passenger and Eco Boats Amsterdam, including any proposals accepted and executed by the Passenger, together forming the Agreement together with these General Terms and Conditions.
 10. Ticket: a physical or digital admission ticket containing a unique code issued by Eco Boats Amsterdam, entitling the Passenger to participate in a Canal Cruise on a specified date and time.
 11. Packages: additional services offered by Eco Boats Amsterdam 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 Eco Boats Amsterdam.
2. The Passenger shall receive these Terms and Conditions before an Agreement is concluded. If this is not reasonably possible, Eco Boats Amsterdam 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 Eco Boats Amsterdam.
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 Eco Boats Amsterdam 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 Eco Boats Amsterdam 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. Eco Boats Amsterdam shall be bound by the Offer once payment has been received from the Passenger. Eco Boats Amsterdam 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 Eco Boats Amsterdam website.
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Article 4 – Formation of the Agreement

1. The Agreement is concluded when the Passenger accepts the Offer of Eco Boats Amsterdam by purchasing a Ticket through the website or by purchasing a physical Ticket.
 2. Following acceptance of the Offer, Eco Boats Amsterdam 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 Eco Boats Amsterdam as a legal entity and not with any individual associated with Eco Boats Amsterdam.
 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. Eco Boats Amsterdam 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 Eco Boats Amsterdam 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 Eco Boats Amsterdam 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, Eco Boats Amsterdam 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. Eco Boats Amsterdam reserves the right to cancel a Canal Cruise. Passengers are responsible for checking whether their Canal Cruise has been cancelled. Eco Boats Amsterdam shall notify the Passenger as soon as reasonably possible, but cannot guarantee that such notification will be received before the scheduled departure.
 6. Eco Boats Amsterdam 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 Eco Boats Amsterdam 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 Eco Boats Amsterdam. The barcode represents a unique identification number.
2. A Ticket is personal and issued only once. Eco Boats Amsterdam 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 Eco Boats Amsterdam.

4. Eco Boats Amsterdam 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. Eco Boats Amsterdam 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, Eco Boats Amsterdam shall take reasonable measures to ensure secure delivery. However, Eco Boats Amsterdam cannot guarantee confidentiality or successful delivery of electronic Tickets.
 4. Upon first request of Eco Boats Amsterdam or any third party engaged by Eco Boats Amsterdam, 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 Eco Boats Amsterdam 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, Eco Boats Amsterdam will wait for a maximum of fifteen (15) minutes. If the delay exceeds fifteen (15) minutes, Eco Boats Amsterdam 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, Eco Boats Amsterdam 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, Eco Boats Amsterdam 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.
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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, Eco Boats Amsterdam 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. Eco Boats Amsterdams shall also be entitled to recover any judicial and enforcement costs incurred.

Article 11 – Privacy, Data Processing and Security

1. Eco Boats Amsterdam 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 Eco Boats Amsterdam and indemnifies Eco Boats Amsterdam against any claims relating to such data.
 3. Eco Boats Amsterdam 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. Eco Boats Amsterdam 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 Eco Boats Amsterdam employees or advisors engaged by Eco Boats Amsterdam, and any other circumstances beyond the reasonable control of Eco Boats Amsterdam 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. Eco Boats Amsterdam shall not be obliged to provide any compensation.

Article 13 – Limitation of Liability

1. Where Eco Boats Amsterdam 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. Eco Boats Amsterdam shall not be liable for the execution of the Canal Cruise, including the location, route or duration.
3. Eco Boats Amsterdams shall not be liable for loss of or damage to the Passenger's clothing or personal belongings.
4. Eco Boats Amsterdam shall not be liable for any personal injury related to participation in the Canal Cruise.
5. Eco Boats Amsterdam 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 Eco Boats Amsterdam, provided that compensation shall only be payable for damage covered under Eco Boats Amsterdam's 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.

Eco Boats Amsterdam shall in particular not be liable for:

- damage caused by the acts or omissions of third parties, including persons engaged by Eco Boats Amsterdam in connection with the Canal Cruise and persons engaged by those third parties;
 - damage resulting from failure to follow instructions issued by Eco Boats Amsterdam 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 Eco Boats Amsterdam 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 Eco Boats Amsterdam or third parties shall be compensated by the Passenger.
 9. Eco Boats Amsterdam shall not be liable for damage resulting from incorrect or incomplete information provided by the Passenger.
 10. Eco Boats Amsterdam shall not be liable for errors on its website or for the temporary unavailability of its website.
 11. Eco Boats Amsterdam does not guarantee the correct, complete or timely transmission or receipt of email communications.
 12. Any claim against Eco Boats Amsterdam shall lapse if not submitted within one (1) year after the Passenger became aware, or could reasonably have become aware, of the relevant circumstances.

Article 14 – Indemnification and Accuracy of Information

1. The Passenger is responsible for the accuracy of all information provided and shall indemnify Eco Boats Amsterdam against any liability arising from incorrect or incomplete information.
 2. The Passenger shall indemnify Eco Boats Amsterdam 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 Eco Boats Amsterdam at info@ecoboatsamsterdam.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 Eco Boats Amsterdam' 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 Eco Boats Amsterdam and the Passenger shall be governed exclusively by the laws of the Netherlands.
2. Eco Boats Amsterdam 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.