

TERMS & CONDITIONS FOR SERVICES

Stromma Regular Tours (Netherlands)

Booking:

1. Booking of Services shall be made with the Stromma's reservation system used for the specific Service. Bookings will only be valid if made in accordance with Stromma's instructions.
2. The Reseller shall book the Service in the name of the client.
3. Stromma accept advance bookings online up until one hour before departure. Unspecified, prepaid tickets with an open departure time shall be valid where space permits and shall be redeemed for tickets at the relevant ticket offices. This, however, does not apply for special tours as for example Dining Cruise.

Cancellation & Change rules:

- If the booking is cancelled at least 7 days before departure, 100% of the invoice amount will be reimbursed to the Reseller.
- If the booking is cancelled 3-6 days before departure, 50% of the invoice amount will be reimbursed to the Reseller.
- If the booking is cancelled less than 3 days before departure, the Reseller will not receive any refund.

Charter Service (Netherlands)

Offers, Tenders & Agreement:

1. All offers are without obligation, unless an acceptance period is stated in the offer.
2. All tenders made by STROMMA Netherlands (SN) are without obligation. They are valid for a period of fourteen days, unless stated otherwise. SN is only bound by the tender if the acceptance of the tender is confirmed in writing within fourteen days, unless stated otherwise.
3. All price quotations from SN and all amounts charged to the Client by the SN are inclusive of VAT and are in Euros.
4. There may be deviations from the provision in article 3 above, when expressly stated otherwise or when this has been agreed by the parties.
5. After the offer is accepted, SN has the right to withdraw the offer within two days of receiving the acceptance of the offer. The management retains the right to void an agreement entered into by one of their employees within the reasonable period of eight days.
6. Offers and tenders do not automatically apply to future orders.
7. SN retains the right to pass on reasonable price changes to the Reseller.
8. An agreement between SN and the Reseller can be concluded both orally and in writing.
9. If the agreement is concluded through a free quotation made by SN, the agreement will

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not be concluded until SN has confirmed the agreement in writing, or has commenced with the performance thereof.

10. SN, as the Official Organizer, is responsible for performing the service in accordance with the agreement, subject to the provisions of these general terms and conditions. This responsibility also extends to services performed by a party other than SN that are part of the agreement.
11. SN is not bound by obvious mistakes or errors made in SN's quotation or commitments by third parties of which SN could not have had any knowledge.
12. Subject to the provisions under 4, the information in catalogues, brochures and on websites is binding on SN. SN nevertheless retains the right to change this information prior to the conclusion of the agreement, provided that the Client is informed of this in advance. SN is not responsible for misprints.
- 13.

Payment:

1. Unless agreed otherwise, payment of the total invoice must in all cases take place within 14 days after the date of the invoice. The payment must take place before the due date that is stated in the agreement, but in any event no later than 1 working day before the agreement between the parties will be carried out.
2. The agreement will be cancelled when SN hasn't received the payment on the due date. If the Reseller does not pay on time, this will be considered to be a cancellation on which the cancellation conditions apply.
3. If the Reseller does not meet its obligations in the timely payment of an invoice, the Reseller is deemed to be in default without the need for formal notice of default.
4. If the Reseller is in default of the timely performance of his/her obligations, all reasonable costs incurred to obtain performance of the obligation will be for the account of the Reseller.
5. SN is not liable in the event that technical failures of whatever nature prevent the payment from being processed and/or authorized, or from being processed and/or authorized correctly or on time.
6. The Reseller is not entitled to settle the payments owed by them to SN.
7. Objections to the charges on the invoice will not result in the suspension of the payment. The Reseller is also not allowed to suspend payment of an invoice for another reason.
8. At the first request the Reseller is bound to provide adequate surety to SN with respect to making payment of the outstanding debts, this also applies if these debts are not collectable yet. This being on penalty of suspension by SN of their obligations.
9. Catering on board will be exclusively provided by third parties employed by SN, unless explicitly agreed otherwise by the parties.
10. The Reseller is obliged to pay SN for catering costs before the date agreed upon, insofar these costs have not been included in the offer/tender.
11. Own tableware should be environmentally friendly and reusable.
12. SN will add a supplementary charge for administration costs for drinks consumed in cafés and restaurants.
13. SN retains the right to request the guests to provide formal identification in order to confirm someone's age in connection with the sale of alcoholic beverages.
14. SN retains the right to refuse to (continue to) serve alcoholic beverages, when the staff has sound reasons to do so.

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1. The Reseller may cancel the booking in writing at the Official Organizer.
2. The Reseller may only cancel the booking of a combination of arrangements or a package as a whole. The separate parts cannot be cancelled separately.
3. In the case of cancellation after the agreement has come into force, the Client is liable to pay the following percentages of the full invoiced amount:
more than 8 weeks before the agreed date until implementation of the agreement: 10%;
between 8-4 weeks before the agreed date until implementation of the agreement: 20%;
between 4-2 weeks before the agreed date until implementation of the agreement: 33%;
between 2-1 weeks before the agreed date until implementation of the agreement: 50%;
between 7-2 days before the agreed date until implementation of the agreement: 75%;
within 48 hours before the agreed date until implementation of the agreement: 100%.
4. When cancelling after having made a definitive confirmation, the Reseller will in all cases be required to pay € 25 -administration costs.
5. The Reseller may reduce the number of participants within a margin of 10% up to 48 hours prior to the agreed date of the services being provided by submitting a written request, without any charge being imposed, unless agreed upon otherwise. When reducing the number of participants by more than 10% the cancellation provisions apply.
6. For additional passengers who have not been registered 48 hours prior to the cruise/trip, a reasonable extra charge will be applied. SN will decide whether the additional passengers are allowed to participate in a cruise/trip, when the number of passengers stated on the tender will be exceeded.
7. If the Reseller and the participants are not present at the time and date agreed upon, the subsequent additional costs incurred by SN will be charged to the Client. SN retains the right to cancel the activity, thus bringing into effect the appropriate percentages stated in Article 3 above.
8. SN is entitled to change the provisions laid down in these general terms and conditions where the specific circumstances dictate so. Should this situation arise, the Reseller accepts that the general terms and conditions that have been changed pursuant to this article are binding on the Reseller, after SN has properly informed the Client of such changed general terms and conditions. The Reseller may withdraw from the agreement if the terms and conditions are changed substantially to his/her disadvantage. In that event, SN will repay the total amount paid.
9. SN is entitled to change the agreed service, provided that the Client is offered an equal or better alternative. If SN cannot perform the agreed service and cannot offer an equal alternative, the Reseller has the right to withdraw from the agreement. In that event, the invoice amount will be reimbursed to the Reseller.
10. If SN experiences a cost increase after the conclusion of the agreement with the Reseller – in particular, but not limited to a statutory costs increase or tax increase – SN is entitled to increase the price of the services in accordance therewith. A price increase may not be implemented if such is done less than 20 days before departure and the Reseller has not been informed thereof.

Special provisions regarding the pedal boat

Without prejudice to the provisions stated above, the following specific conditions apply to the pedal boat arrangements:

- a) The maximum number of persons permitted on a pedal boat is four;
- b) Children under the age of 10 may only use the pedal boat under the supervision of adults;

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- c)** The Reseller warrants that the persons on board the pedal boat are able to swim;
- d)** The Reseller makes sure that all participants are aware of the applicable rules;
- e)** The pedal boats will be kept reserved for the client for a maximum period of 30 minutes after the time agreed upon. Later departure will in no way automatically entitle the Reseller to a late return. If the customer returns the pedal boat late, the additional rental price will be rated pro rata for the additional time the pedal boat has been used. SN may, should their reservation schedule dictate so, oblige the customer to return the pedal boats at the agreed time at the agreed mooring. If the customer is not present at the agreed date and time, the Reseller is liable to pay the full rental amount.
- f)** If the Reseller has purchased a rain insurance when making the reservation, SN will, in bad weather conditions (as assessed by SN), offer the Reseller an alternative programme. The decision concerning the implementation of the rain insurance is entirely at the discretion of SN. It must be noted that the rain insurance does not constitute a form of a cancellation insurance.

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