

General Terms and Conditions for Busvervoer Nederland

deposited on 8 April 2025 under number 6/2025 at the court registry in The Hague

These General Terms and Conditions are for the sole use and may only be applied by members of Busvervoer Nederland. The disputes procedure given in Article 11.3 of these General Terms and Conditions only applies if it concerns a dispute with a member of Busvervoer Nederland.

Article 1: Definitions

1.1 *Transport contract*: a contract covering the transport of one or more passengers, with or without baggage, not being a travel package agreement or a linked travel arrangement as defined below at 1.4 and 1.5, and with the exception of public transport services which do not fall under the "Besloten Busvervoer" collective labour agreement (hereafter referred to as CLA).

1.2 *Transporter*: the person who undertakes to supply transport in the framework of a travel package agreement or as part of a linked travel arrangement.

1.3 *Customer*: the counterparty in the transport contract, whether or not in the framework of a linked travel arrangement.

1.4 *Travel package agreement*: an agreement as referred to in Article 7:300 of the Dutch Civil Code (hereafter referred to as: DCC).

1.5 *Linked travel arrangement*: an arrangement as referred to in Article 7:500 of the DCC.

1.6 *Travel service*: a service as referred to in Article 7:500 of the DCC.

1.7 *Organizer*: an organizer as referred to in Article 7:500 of the DCC or a natural or legal person who facilitates a linked travel arrangement.

1.8 *Traveller*: a person who is to be transported by the transporter by bus or a traveller as referred to in Article 7:500 of the DCC.

1.9 *Transport*: passenger transport by bus, not being public transport.

1.10 *Cancellation*: cancellation of a transport contract, whether or not in the framework of a linked travel arrangement or a travel package agreement, before that transport contract or travel package agreement has commenced.

Article 2: Formation of contract

2.1 All offers to enter into a transport contract, a travel package agreement or transport in the framework of a linked travel arrangement extended by the transporter or the organizer are without obligation and therefore can be revoked, even after the customer or traveller has accepted the offer. Revocation of a without obligation offer must take place immediately after receipt of the acceptance.

2.2 Any person who concludes a transport contract, travel package agreement or linked travel arrangement on behalf of or for the benefit of another is jointly and severally liable for all obligations that arise therefrom. Each traveller is liable for their own portion.

Article 3: Pricing

3.1 The price of every trip will indicate whether it includes or excludes VAT and/or all other government surcharges.

3.2 For transport contracts and transport in the framework of a linked travel arrangement, the transporter is entitled to charge through to the customer rises in the costs for the realization of the contract, for example as a result of rises in the cost of fuel, costs arising from amendments to the CLA, rises in the prices of refreshments or applicable surcharges. The customer may decline the price rise. Regarding declining such price rises and the consequences thereof, the provisions of Articles 6.2 and 6.3 of these General Terms and Conditions below apply.

3.3 Price rises are only allowed for travel package agreements as the direct result of:

- a) changes in the price of transport due to an increase in the price of fuel or other sources of energy;
- b) changes in the amount of taxes or fees charged on the travel services covered by the contract, including tourist tax, landing charges and departure or arrival tax at seaports and airports;
- c) changes in exchange rates that have an effect on the package trip.

3.4 If after concluding a travel package agreement and before the the package trip commences the price components listed in Article 3.3 at (a) through (c) decrease, the traveller is entitled to a price reduction in line with every decrease in the costs listed in Article 3.3 at (a) through (c).

3.5 Price rises for travel package agreements are only possible if the organizer informs the traveller thereof at least 20 days before the start of the package trip by means of a durable medium and in a clear and comprehensible manner, including the reasons for the price rise and a price calculation.

3.6 If the price rise for a travel package agreement comes to more than 8% of the price of the package trip, the traveller may either accept the proposed change, within a reasonable term decided by the organizer, or terminate the contract, without paying a termination fee and the stipulations of Article 7:508(3) through (5) of the DCC apply.

3.7 The organizer shall provide the traveller with information regarding the entire travel price for the package trip – including taxes and where applicable all additional fees, surcharges and other costs – before the latter is obligated by a travel package agreement or corresponding offer. If it is not reasonably possible to make a calculation of all these costs before the contract is concluded, the organizer shall be obliged to prepare an itemization of the types of additional costs that could still be charged to the traveller.

Article 4: Payment; direct debit

4.1 The transporter is always entitled to require payment of an advance on the fare or prepayment of the entire fare from the customer. The customer is then required to pay the advance or the prepayment within the term stipulated by the transporter. If no clear term has been indicated, the advance or prepayment must be paid to the transporter at least 14 days before the departure date. If the customer fails to pay the advance or prepayment on time, the transporter is entitled to dissolve the transport contract and the customer may be held liable for compensation vis-à-vis the transporter for costs already incurred by the transporter or other damages. Compensatory damages shall, in such cases, total at least 30% of the fare.

4.2 The customer is obliged to pay the fare or the rest of the fare within 14 days of the invoice date, unless it has been agreed otherwise.

4.3 In the case of a travel package agreement, the organizer is entitled to require a deposit and the traveller will be given information about the final date on which the deposit must be made, as well as about the amount of the deposit.

4.4 If the traveller has not paid the financial obligation arising from Article 4.3 by the date indicated by the organizer, or has not paid it in full, then the traveller will be in automatically in default.

4.5 If the traveller is in default on the grounds of the provisions of Article 4.4, the organizer shall send the traveller a reminder to pay up and a term of 14 days shall be set to as yet meet all obligations; the traveller shall also be informed that, if all obligations are not met by the deadline, the contract shall be deemed to have been cancelled on that date, without the possibility of claiming compensatory damages; in the case of dissolution, the organizer shall offset any amounts already paid against the final payment; if the departure date falls within the

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term of 14 days, then the traveller is obliged to pay the full fare in any case no later than 24 hours before the departure date.

4.6 If the payment deadline has been missed, the customer who is acting in the framework of practising a profession or running a business shall be in default without any notification or reminder being required, and he/she shall owe an immediately due and payable fine of 1.5% per month on the arrears. In this context, part of a month shall hold as a whole month.

4.7 All extra-judicial and extra-legal costs (including the costs of legal counsel) that are charged to the transporter or organizer in connection with enforcing his or her rights against the customer or traveller shall be charged through to the customer or traveller respectively. If the customer or traveller is in default regarding payment of the costs charged through by the transporter or organizer, the customer or traveller shall owe, in addition to the statutory interest, the extra-judicial costs, for which the following applies: a. insofar as the customer or traveller is a natural person who is not acting in the framework of practising a profession or running a business, the extra-judicial costs, as determined by and calculated according to the Extra-judicial Collection Costs Decree, shall first be owed when payment has not been made within 15 days of the reminder being delivered to the debtor; b. insofar as the customer or traveller is acting in the framework of practising a profession or running a business, the transporter or organizer may claim compensation for the extra-judicial collection costs, which costs in that case, in derogation from the provisions of Article 6:96(4) of the DCC as well as in derogation from the Extra-judicial Collection Costs Decree, are now laid down here for the future eventuality at a rate equivalent to 15% of the total of the outstanding principal, with a minimum of € 150.

Article 5: Cancellation

5.1 If the customer cancels the transport contract, he or she shall be obliged to pay compensation for damage suffered by the transporter. Unless the parties agree otherwise – including in the case that the transporter has issued deviating cancellation provisions in one or more of its publications – the customer shall owe the transporter, in addition to compensation for any costs already incurred by the transporter for the order, the following compensatory damages: a. for cancellations up to the 22nd calendar day (exclusive) before the day on which the transport commences: 30% of the agreed fare, with a minimum of € 125; b. for cancellations from the 22nd calendar day (inclusive) up to the 14th calendar day (exclusive) before the day on which the transport commences: 40% of the agreed fare; for cancellations on the 14th calendar day (inclusive) through the 2nd calendar day (exclusive) before the day on which the transport commences: 50% of the agreed fare; d. for cancellations on the 2nd day (inclusive) through to the day (exclusive) on which the transport commences: 75% of the agreed fare; 3. for cancellations on the day of departure: the full fare.

5.2 If the traveller cancels a travel package arrangement or linked travel arrangement, he or she shall be obliged to pay compensation for the ensuing damage. Unless the parties agree otherwise, the traveller shall owe the organizer the following compensatory damages: a. for cancellations up to the 42nd calendar day (exclusive) before the day of departure: the prepayment but no more than 35% of the travel price; b. for cancellations from the 42nd calendar day (inclusive) up to the 28th calendar day (exclusive) before the day of departure: 35% of the travel price; c. for cancellations from the 28th calendar day (inclusive) through the 21st calendar day (exclusive) before the day of departure: 40% of the travel price; d. for cancellations from the 21st calendar day (inclusive) through the 14th calendar

day (exclusive) before the day of departure: 50% of the travel price; e. for cancellations from the 14th calendar day (inclusive) up to the 5th calendar day (exclusive) before the day of departure: 75% of the travel price; f. for cancellations from the 5th calendar day (inclusive) up to the day of departure: 90% of the travel price; for cancellations on the day of departure: the full travel price. In this context, the travel price is understood to mean the price published by or on behalf of the organizer, exclusive of reservations costs, insurance premiums and contributions to the Disaster Fund.

5.3 If one or more travellers have jointly booked specific accommodations for a stay with one or more other travellers and cancel their travel package agreement or the transport part in the framework of a linked travel arrangement, such cancellation also serves as cancellation for the other traveller(s) under the travel package agreement(s) concluded with them or the transport part, and these travellers are also liable for damages under the provisions at 5.2.

5.4 Cancellation rights cannot be exercised by the customer or traveller during the transport or trip.

5.5 Cancellation of the transport and/or the trip by the customer or traveller can only take place in writing.

Article 6: Changes to the contract

6.1 The transporter is authorized to change the transport contract or the transport part of a linked travel arrangement on a substantial point for compelling reasons communicated as quickly as possible to the customer or traveller.

6.2 The customer or traveller is permitted to reject the change referred to in Article 6.1. The customer or traveller must notify the transporter or organizer of any rejection as quickly as possible, in default of which the rejection shall have no effect.

6.3 In cases of a rejection by the customer or traveller as referred to at 6.2, the transporter or organizer can cancel the transport contract or the transport part of the linked travel arrangement, respectively. The transporter or organizer must exercise this right of cancellation as quickly as possible. In cases of such cancellations, the customer or traveller is entitled to a refund or waiver for the fare or travel price, respectively, or, if the transport or the trip has already partly been utilized, a proportionate part thereof, in all cases without payment of a termination fee.

6.4. If the organizer is necessitated in the context of a travel package agreement to severely alter the predominant features of the travel service before commencement of a package trip or cannot provide for the special wishes referred to in Article 7:504(3)(a) of the DCC, the traveller shall be given a chance by the organizer to accept the proposed changes within a specific and reasonable term or to terminate the agreement, without payment of a termination fee.

6.5 The organizer shall have the possibility of unilaterally changing an insignificant part of the travel package agreement prior to commencement of the package trip, provided the organizer informs the traveller thereof in a clear, understandable and eye-catching way by means of a durable medium.

6.6 In the case of a transport contract or transport in the framework of a linked travel arrangement, the customer or traveller shall be obliged to pay reasonable additional costs charged to him or her if these costs have arisen as a result of prior unforeseen traffic situations, such as traffic congestion, which make the trip longer than was originally agreed.

6.7 The customer or traveller shall be obliged to pay additional costs charged to him or her if: a. more kilometres are driven and/or more manhours are worked than have been factored into

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the fare or travel price, respectively, at his or her request or due to circumstances that can be attributed to him or her.

b. execution of the transport or the trip (e.g. the route, time schedule, provision of accommodations) have been altered in any way from what was laid down in the contract or agreement at his or her request or due to circumstances that can be attributed to him or her.

6.8 If the customer or traveller fails to comply with the transport contract, the package travel agreement or the transport part in the framework of a linked travel arrangement, or announces that he or she will not comply with a portion thereof, then the graduated rates included in Article 5.1 apply to that specific part.

Article 7: Cancellation due to limited participation or force majeure

7.1 The organizer shall be entitled to cancel the travel package agreement or the transport part of a linked travel arrangement without owing the traveller any compensatory damages if the number of participants is below the requirement minimum number and the traveller has been informed of the cancellation in writing within the term given in the travel package agreement or linked travel arrangement. Notice must be given no later than twenty days before the start of a travel package or a linked travel arrangement of more than six days; seven days before the start of a travel package or a linked travel arrangement of two to six days; and 48 hours before the start of a travel package or a linked travel arrangement of less than two days.

7.2 The provisions of Article 7.1 also apply to a transport contract.

7.3 The organizer is entitled to cancel the travel package agreement or the transport part of a linked travel arrangement without owing the traveller any compensatory damages if compliance with the travel package agreement or the transport part of a linked travel arrangement is impossible or hindered due to unavoidable and exceptional circumstances.

7.4 The transporter is entitled to cancel the transport contract without owing the customer any compensatory damages if compliance with the same is made impossible or hindered by circumstances outside his or her control; examples of circumstances that shall be regarded as such include strikes by employees and/or auxiliary workers of the transporter and exceptional weather conditions for which the Royal Netherlands Meteorological Institute (KNMI) has issued a weather warning (code yellow), an extreme weather warning (code orange) or a weather alarm (code red). If the transport contract covers transport by the transporter making available one or more seats in a bus and not of a bus as such, the transporter is also entitled to cancel the transport contract when there is a low number of participants, as referred to at 7.1.

7.5 In the case of cancellation as referred to in Articles 7.1 through 7.4, the customer or traveller is entitled to a refund or waiver for the fare or travel price, respectively; or, if the transport or trip has already partly been utilized, a proportional part thereof.

7.6 In the case of unavoidable and exceptional circumstances, the customer or traveller and/or the transporter or organizer may terminate the underlying contract without costs, insofar as the transport or the trip has not yet commenced. If the organizer or the transporter cannot execute the travel package agreement or the transport part in the framework of a linked travel arrangement or a transport contract as the result of unavoidable and exceptional circumstances, he or she must immediately inform the traveller or customer, respectively, that the contract will be terminated before commencement of the travel package or before commencement of the transport, respectively.

Article 8: Limitation of liability

8.1 If the transporter is liable in law for damage caused by death or injury to a traveller as the result of an accident that overcame the traveller in connection with and during transport, and/or damage caused by full or partial loss or damage to the baggage of the same which occurred during transport, his or her liability for this damage – except (to be brief) in cases of wilfulness or deliberate recklessness on the part of the transporter – shall be limited on the grounds of Article 8:1157 of the DCC to the amounts determined under or pursuant to a general order in council handed down on the basis of this article of law. The transporter shall not be liable in the case of loss or damage to cash, negotiable documents, gold, silver, jewels, jewelry, art objects, electronics or other valuable assets.

8.2 The transporter shall not be liable vis-à-vis the customer or traveller in the framework of the transport part of a linked travel arrangement, respectively, for any other damage other than the provisions at 8.1, except if this damage is the result of an act or omission on the part of the transporter – either with the intent of causing damage or an act of recklessness in the knowledge that this damage was likely to ensue. A situation whereby the transport contract cannot in its entirety be met as a result of compliance with laws and regulations (including traffic bylaws) does not qualify as neglect on the part of transporter and shall not lead to liability. If the transporter is held liable for damage as a result of delays, such liability shall be limited on the grounds of Article 8:1157 of the DCC to the amounts determined under or pursuant to a general order in council handed down on the basis of this article of law.

8.3 In the case of a travel package agreement, the organizer's liability for damage other than that caused by death or physical injury to the traveller shall be limited to three times the travel price, on the understanding that compensation for loss of travel pleasure will not be higher than the travel price. If the travel package agreement is subject to a convention that assigns or allows exclusion or limits to the liability of the organizer, such exclusion or limits shall apply to the lowest allowable amount for the benefit of the organizer.

Article 9: Miscellaneous traveller obligations

9.1 The traveller must have all the travel documents necessary for the trip, such as, among others, valid proof of identity and a valid visa, and must present these upon first request.

9.2 The traveller must obey the instructions of the transporter or organizer during the transport or trip, respectively, including immediate and unconditional cooperation in baggage checks. For security reasons or at the request of the authorities, a traveller may be asked to cooperate in a baggage inspection. The traveller must cooperate in such an inspection without delay.

9.3 The traveller must, before the start of the transport or trip, properly pack his or her baggage (among other things, to prevent damage to other baggage or the bus), and make sure it is clearly tagged with his or her name, telephone number, email address, residential address and destination. The transporter or organizer is allowed to refuse to transport baggage that does not meet these requirements, without owing any compensatory damages.

9.4 The transporter or organizer shall be authorized to refuse to transport baggage if the number and size of the traveller's packages is not reasonable and/or the weight exceeds 20 kilo per person. The transporter shall be entitled to inspect or direct the inspection of unattended baggage.

9.5 The traveller is prohibited from carrying along in his or her baggage or in some other manner drugs, explosives, weapons, oxygen tanks or hazardous substances.

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9.6 Travellers are not allowed to stand or walk in a moving bus. Visiting and using the toilet in a bus is entirely at the traveller's own risk.

9.7 Travellers must refrain from doing the following in the bus: a. damaging and/or contaminating the bus; b. partaking of alcoholic drinks (unless with the express permission on the part of the transporter or organizer) as well as taking narcotics; c. touching the emergency provisions, such as the emergency door or emergency hatch; d. smoking or vaping; e. hindering staff from performing their tasks in any way whatsoever; f. creating a nuisance and/or disturbance for staff and/or the driver, fellow passengers or other road users, including spilling (hot) drinks and/or exhibiting behaviour that could make the travellers in the bus and/or the driver feel unsafe during the trip, including but not limited to undesired behaviour (sexual, physical or verbal); g. putting in danger the safety of oneself, other travellers, the staff and/or driver or other road users.

9.8 Travellers must be present on time for departure, and present on time for departures from stops along the route.

9.9 Travellers are required to secure the seatbelts, insofar as present, while the bus is in motion. For the transport of children up to age 12, supervisors are responsible for securing their seatbelts, insofar as present, while the bus is in motion.

9.10 Travellers are required to notify staff of any physical and/or mental disability and/or any other health condition that could have any kind of influence on the course of the trip or transport prior to the formation of the travel package agreement, the transport contract or the contract for the transport part in the framework of a linked travel arrangement.

9.11 The customer is required, in connection with proper and safe execution of the order for transport and due to possible emergencies, to make a passenger list available to the transporter, in advance if so requested. The passenger list must be destroyed one month after the order for transport has been fully completed.

9.12 The transporter or organizer shall be authorized to refuse to transport a traveller, or to refuse to continue to transport a traveller (or direct such refusal), and order him or her to leave the bus immediately, or refuse to execute the remainder of the trip of the traveller in question, if the traveller has acted in breach of the obligations listed in Articles 9.1 through 9.10 above, without the customer or the traveller having any claim to compensatory damages or restitution of the fare or travel price or a portion thereof.

9.13 Notwithstanding the foregoing provisions of Articles 9.1 through 9.12, the customer or traveller shall be obliged to pay for any damage the transporter or organizer respectively has suffered or will suffer because the traveller acted in breach of the obligations listed above. If the customer or traveller has acted in breach of any of the provisions of Articles 9.1 through 9.12, the customer or traveller cannot claim any compensatory damages insofar as the damage was a direct result of not acting in accordance with the provisions of Articles 9.1 through 9.12.

Article 10: Camera surveillance

The transporter reserves the right, in the interests of traveller and driver safety, to conduct camera supported surveillance. Such surveillance shall take place with due observance of the General Data Protection Regulation.

Article 11: Complaints; competent court

11.1 If the customer or traveller has a complaint about the formation or execution of the contract/agreement, the customer or traveller should address this complaint in writing or in another acceptable form directly to the transporter or organizer respectively so that he or she can find a suitable solution.

11.2 If no suitable solution can be found for the complaint to the satisfaction of the customer or traveller during execution of the contract/agreement, the customer or traveller may submit a written and substantiated complaint to the transporter or organizer, respectively, within one month of the execution of the contract/agreement, or if the transport or trip, respectively, has not gone ahead as planned, within one month of the scheduled departure date.

11.3 The transporter or organizer must process a complaint within one month of its submission. If the transporter or organizer has not processed the complaint by the deadline or to the satisfaction of the customer or traveller, the customer or traveller may, up to three months after the execution of the contract or after the scheduled departure date, respectively, or after the date on which the contested procedure of the transporter or organizer, respectively, took place with regard to the formation of the contract or agreement, submit a written complaint to the disputes committee appointed by Busvervoer Nederland. This refers to a disputes committee within the meaning of Article 12 of the Passenger Transport Act 2000 and provides for the obligation in the aforementioned article of law of processing disputes concerning the formation or execution of a transport contract upon request, exclusively for undertakings affiliated with Busvervoer Nederland. The disputes committee takes its decisions by means of a binding recommendation.

11.4 The traveller who does not wish to make use of this binding recommendation procedure may bring the case before the competent court within whose jurisdiction in the Netherlands the transporter or organizer has its registered office, without prejudice to the right of the traveller to bring the case before another competent court.

11.5 Notwithstanding the provisions under mandatory rules of law regarding the statute of limitations for legal procedures and the provisions regarding expiration for failing to submit a notification on time, as referred to in Article 8:1753 of the DCC, it should be noted that any legal claim of the customer or traveller shall lapse after one year from the execution of the contract or one year from the scheduled departure date or from the date on which the contested procedure of the transporter or organizer, respectively, took place with regard to the formation of the contract or agreement.

Article 12: Applicable law

The laws of the Netherlands apply to all transport contracts and travel agreements.