

Terms and Conditions

Any person or entity (*hereinafter referred to as “You” or “Your”, “User” or “Users”*) visiting, using or otherwise accessing the website at www.amsterdamprivateboat.com (*hereinafter referred to as the “Website”*) or any of the information contained in the Website agrees to and is bound by the following Terms of Service of this agreement.

Our Terms and Conditions govern all use of our Service and together with the Privacy Policy (*“Privacy Policy”*) constitutes your agreement with us (*“Agreement”*).

1. Introduction

This Website, www.amsterdamprivateboat.com, together with all its products, data, and other materials contained in this Website (*“Content”*) is owned or controlled by Boatboys with its principal place of business at *Oudeschans 64-Z, 1011LD, Amsterdam, The Netherlands* with KVK number: 73115088 and BTW number: *NL859360593B01* (*hereinafter referred to as “us”, “we”, “our”*).

2. Personal Data

Any personal information provided by will be treated with utmost care and security in accordance with our Privacy Policy available here: https://www.amsterdamprivateboat.com/Privacy_Statement_EN.pdf

3. Your Information

If you provide any information to the Website, you agree to provide only true, accurate, and complete information to us and/or the Website. Any personal information provided by Users will be treated with appropriate care and security. By registering with the Website and accepting these Terms and Conditions, you are also accepting and agreeing to our Privacy Policy.

4. Website Use

This Website is intended only for the purposes specified on the Website. Use of this Website and/or the Content is entirely at your own risk. Please note that, whilst we endeavor to provide and host accurate

and useful information, the Content may be inaccurate and is subject to change, often at very short notice.

All Content is provided without any representations or warranties of any kind, either express or implied, to the extent permitted by applicable law and is not intended as specific commercial or legal advice. Boatboys does not represent or warrant that the Website or the Content will be accurate, up-to-date, complete, or free of defects, including without limitation to harmful elements.

5. Reservations

The website of Boatboys enlists different packages with different perks for the user, which can be availed by making a reservation for that particular package, on the choice of dates of the user via the website of Boatboys. The reservation is subject to the availability of the desired package on the desired dates and Boatboys reserve the right to reschedule or cancel a particular reservation, in the event of non-availability of services. The rescheduling of dates in such an event would be in consultation with the user wherein a different date of the choice of the user would be provided, while during cancellation the amount paid by the user to make such reservation would be refunded in full to the user.

In the event, the user intends to change the date of the original booking, they would need to contact Boatboys at info@amsterdamprivateboat.com or via phone at +31645251000 to request alternate dates to the original booking. The original date of the booking will be changed to such an alternate date, provided the availability of Boatboys to provide such requested services on the alternate date. A 10% Service Fee will be charged additionally due to the risk of uncompensated empty space. However, for rescheduling reservations 14 days prior to tour date, Boatboys will not guarantee any possibility to reschedule or refund the booked tour.

Furthermore, if a user wishes to upgrade to a different package than the one they have booked, they can do so by paying the surcharge to such an upgraded package, provided the ability of Boatboys to provide the requested services on the initially booked slot.

6. Pricing and Payments

You may pay for any package of your choice available on Boatboys website by using any of our approved debit or credit cards or one of our approved e-money providers. All prices are stated in Euros and are valid until altered by Boatboys by posting new or varied prices on the Website. Prices are inclusive of VAT.

In the event that you book a certain package and the price published on the Website was incorrect we will contact you to let you know the correct price and ask you whether you still wish us to fulfil your order at the correct price. You agree and acknowledge that currency rates change daily and that any exchange rate quoted on the Site is merely a representation of a recent currency rate and that you will be charged according to the actual rate at the applicable time.

7. Content Ownership

Boatboys, unless stated otherwise, owns or controls all relevant rights on the Website and the Content. You may not distribute, extract, publish, reproduce, or re-utilise any part of this Website or its Contents in any form, including but not limited to storing it in any medium, other than as expressly allowed herein.

The content is subject to change at any time and Boatboys gives no express warranty or guarantee that any particular item of Content will be available at any given time (or at all).

8. Refund Policy

Boatboys firmly affirms that our Products and your satisfaction with them is of utmost importance to us. However, we provide a complete refund of the initial booking amount to the user, provided the request for cancellation is received by Boatboys at least 14 days before the date departure. No refund of the booking amount would be possible if the request for cancellation was received less than 14 days before the date of departure. The same is applicable for rescheduling – there will be no refunds offered if a client tries to reschedule a tour 14 days prior to tour date.

9. Featured Links

The Website may display or refer to links to other websites from time to time. Boatboys:

- a) Does not endorse nor takes responsibility for the content of such websites;
- b) Is not responsible for the availability of such websites;
- c) Will not be liable in any way for any loss or damage which you may suffer by using such websites.

If you decide to access linked websites, you do so at your own risk. Any other website may link to our Website, provided it links only to the homepage, does not imply any endorsement of its products or services by Boatboys, does not misrepresent its relationship with or present false information about Boatboys, does not infringe any intellectual property or other right of any person and complies with all

relevant laws and regulations. Please note, however, that Boatboys reserves the right to withdraw such permission at any time and to take any other appropriate action.

10. Unauthorised Interference

You agree not to make any untoward attempts to damage, deny service to, hack, crack, reverse-engineer, or otherwise interfere (*collectively referred to as "Interference"*) with the Website in any manner. You agree to pay any damages incurred to Boatboys, if you interfere with the Website in any manner whatsoever.

Boatboys will cooperate with the authorities in prosecuting any User who Interferes with the Website or otherwise attempts to defraud Boatboys or any other parties through User's use of the Website or services provided via the Website.

Boatboys reserves the right to deny any or all access or service to any User for any reason, at any time, at our sole discretion. User agrees that we may block User's Internet Protocol ("*IP*") address or addresses at any time, and at our sole discretion disallow User's continued use of the Website without giving any form of advance notice. We reserve the right to take any action as we may deem appropriate in our sole discretion with respect to violations or enforcement of the terms of this agreement, and we expressly reserve all rights and remedies available to us at law or in equity.

11. Complaints

If you believe that you are the owner of the copyright or other rights in any material(s) appearing on Boatboys, and/or that ownership of the copyright or other rights in any material has been incorrectly used or represented on Boatboys, please contact us via email at: info@amsterdamprivateboat.com or via post at: *Oudeschans 64-Z, 1011LD, Amsterdam, The Netherlands*.

12. Special Requirements

It is requested that health restrictions of any kind are brought to the notice of Boatboys at the time of making the reservation. Any special needs/requirements must be disclosed so that suitable arrangements can be made. Boatboys shall not be held liable if a user's trip is impacted due to their failure to Boatboys of any such special needs or requirements. Boatboys retains the right to refuse to embark any user for safety reasons.

13. Disclaimer

While on the boat, if a User's behaviour poses a danger to themselves or other users or members of the crew, Boatboys reserves the right to cancel such reservation without refund and ask such user to disembark at the nearest point safe to do so.

Boatboys is responsible for making all arrangements specified in the services. The liability of Boatboys does not extend beyond the boat and any arrangements made by or for users either before boarding or when disembarking are at users own individual risk

14. Indemnification

User hereby agrees to indemnify Boatboys, and all of its agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of the products and services rendered under this Agreement, or any transaction or matter connected with the Services or the relationship between User and Boatboys. This clause shall not be read to provide indemnification for any Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Party caused the damage, liability, or loss.

15. Publicity

The User consent to Boatboys using images taken of the user during the duration of the provision of services for advertising and promotion purposes through any medium at the sole discretion of Boatboys. The User grants Boatboys, a perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes. If a User wishes not to be a part of such promotion, this must be brought to the attention of Boatboys before the commencement of the journey at info@amsterdamprivateboat.com.

16. Severability

If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

17. Liability

User agrees that the liability of Boatboys to User under this Agreement shall be limited to the amount User has actually paid to Boatboys for its services. Except as set out herein, we do not accept any liability for any indirect or consequential loss of any kind in contract, tort or otherwise arising out of your use of this Website or in relation to the goods and/or services that we provide. Nothing in this Agreement shall operate to limit or exclude liability for death or personal injury caused by negligence of Boatboys.

All claims against Boatboys must be brought within 6 (six) months after the cause of action arises and User waives any statute of limitations which might apply by operation of law or otherwise.

18. Termination of the Agreement

The obligations and liabilities of the parties incurred prior to termination shall survive the termination of this agreement for all purposes. If in our sole judgment you fail, or we suspect that you have failed to comply with any provision of this Agreement, we may terminate this Agreement at any time without any notice and you will remain liable for all amounts due up to and including the date of termination and/or accordingly may deny you the access to our services or any part thereof.

19. Force Majeure

Neither Party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement, for any delay or failure in performance resulting from causes beyond its ordinary and reasonable control, including but not limited to failure of performance by the other party, acts of State or Government authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, or power failure. In the event of any such delay, the date of delivery of services or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

20. Relationship of Parties

You acknowledge that your use of the Website and/or its content does not constitute a partnership, joint venture, agency relationship or otherwise between you and Boatboys.

21. Changes to this Agreement

These Terms of Service may be changed without prior notice, and any such amendment will be applicable to all Users from the date and time such revised terms have been posted on the Website. User's continued use of the Website or services constitutes agreement with and acceptance of any such amendment or other changes.

22. Governing Law

This Agreement shall be governed in all respects by the laws of Netherlands. The User consents to jurisdiction under the courts within Netherlands. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

23. Entire Agreement

The failure on our part to exercise or enforce any rights or provisions of this Agreement shall not constitute a waiver of such rights or provisions.

These Terms of Service and any policies or operating rules posted by us on this Website or in respect to the Service constitutes the entire Agreement and understanding between you and Boatboys and further governs your use of this Website, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and Boatboys, including but not limited to, any prior versions of Terms of Service.

Any ambiguities in the interpretation of these Terms of Service shall not be construed against Boatboys.

24. Contact Us

If you have any questions or queries about these Terms of Service, you can contact us at info@amsterdamprivateboat.com.