

Standard Booking Conditions Hotelships

Effectiveness of Contract

The contract becomes valid and effective once a reservation has been confirmed to Scheepsarrangementen by the client either verbally or in writing.

Cancellation

In the event that the client cancels confirmed services (rooms or hotelship cabins) payments due to Scheepsarrangementen must still be made and no refund will be given unless rooms or hotelship cabins are resold.

No further refunds will be made by Scheepsarrangementen.

Payment

Specific prices and payment terms are fixed in the confirmation.

Default of Payment

Scheepsarrangementen is entitled to cancel reservations held for its clients, after fixing a final date if the agreed payment is not made in time or in its full amount. Scheepsarrangementen, in this event, is entitled to claim for damages.

Force Majeure

If a reservation cannot be honoured due to a Force Majeure such as war, strikes, catastrophe etc., or the threat thereof, and in the case of hotelship reservation in the event of fuel failure or closure of the waterways, Scheepsarrangementen, as well as the client, are entitled to withdraw from the contract without costs where the client shall not be entitled to any claim.

In the case of hotelship reservations and in the event of high or low water, Scheepsarrangementen retains the right to change the mooring to the nearest mooring position available, provided such mooring position is situated within reasonable distance from the Trade Fair premises. In the event that there is no such mooring available, Scheepsarrangementen as well as the client are entitled to withdraw from the contract without costs where the client shall not be entitled to any claim.

Denial of Permits

If a reservation cannot be honoured due to the denial of an official permit, in particular, in the case of hotelship reservations the denial of a mooring permit, where Scheepsarrangementen is not responsible for such a denial in any respect, Scheepsarrangementen retains the right to change the mooring to the nearest mooring position available, provided such mooring position is situated within reasonable distance from the Trade Fair premises. In the event that there is no such mooring available, Scheepsarrangementen as well as the client are entitled to withdraw from the contract without costs where the client shall not be entitled to any claim.

Place of Performance, Choice of Forum Jurisdiction

The location of the hotelship is the place of performance. Dutch law shall be applicable. The forum in any dispute related to the contract shall be The Netherlands or at the contractual location of the hotelship.

Contract or Supplementary Agreements: Ineffectiveness of Individual Provisions

Contrary or supplementary agreements must be made in writing. Should individual terms of this contract including these terms of business be void, this does not affect the validity for the provisions. The parties will immediately replace the void provisions by valid ones which come closest to the original intention of the void provisions.

Scope of Booking Conditions

Only these booking conditions are part of the contract, the clients likely terms of business are rejected.

Hotelschepen, Hotelshipsholland, Hotelschiffenholland are part of Scheepsarrangementen.

