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**FESTIVAL**  
**. TRAVEL**®

**General Terms and Conditions Festival Travel BV Trains 2016**

## **Article 1: Definitions**

1. Customer: Person who ordered and payed for the train ticket.
2. ID certificate: Valid passport or ID card.
3. Valid ticket: Valid e-ticket as received after payment. Name and document number on the ID certificate of the traveler should be the same as on the e-ticket.
4. Traveler: person with valid ticket.
5. Train crew: Crew of Euro Express, Treinreiswinkel, Innovation Security Events and all other train and railroad staff.
6. Organisers: Festival Travel BV

## Article 2: Product and delivery

1. The Organisers commit to the Customer they will transport the Traveler in the way it is mentioned on the Valid ticket.
2. To this agreement article 2.3 from the Regulation (EC) No 1371/2007 Of The European Parliament And Of The Council Of 23 October 2007 On Rail Passengers' Rights And Obligations (referred to as RPRO in this agreement) applies.
3. Dutch law applies on the agreement between Organisers and Customer and/or Traveler. The court of Amsterdam has exclusive jurisdiction to hear disputes between the Organisers and the Customer and/or the Traveler.
4. In case an insufficient amount of Valid tickets has been sold, in case there are changes in the composition of the train and in case of other changes the Organisers have the right to combine trains, to change the format of the train and / or to cancel a train.
5. In case the Organisers need to cancel or change a train for the reason mentioned in 2.4, the Organisers will propose an alternative way of transportation.
6. In case the Customer does not accept the alternative way of transportation proposed by the Organisers, the money paid for the Valid ticket will be returned to the Customer's bank account within 10 working days and the Valid e-ticket will be made invalid.
7. The Organisers can not be held liable for any delays.
8. The Customer is able to change the names of the Traveler(s) in the order until 3 weeks before the train departs. When names are changed the Customer has to agree on the *General Terms and Conditions Festival Travel BV Trains 2016* again.
9. The Customer is able to sell his/her order to a third party until 3 weeks before the train departs. The Customer will be charged 5 euros per conversion of administration costs per ticket. When tickets are sold to a third party the (new) Customer has to agree on the *General Terms and Conditions Festival Travel BV Trains 2016* again.

### **Article 3: Responsibilities of the Organisers**

1. Organiser of the Festival.Travel trains is Festival Travel B.V.
2. If traveling with the Festival.Travel trains leads to liability for Festival Travel B.V., such liability shall be limited to the amount paid in the relevant case under the liability insurance of Festival Travel B.V.
3. Festival Travel B.V. is responsible for the promotion and ticketing of the train.
4. The catering and security in the train are provided by Innovation Security Events.
5. The train journey is carried out by Euro-Express and Treinreiswinkel.

#### **Article 4: Responsibilities Customer and Travelers**

1. Travelers that get onto the train need to possess a Valid ticket and must comply to the rules of the train (which are explained in Article 5).
2. The Customer can be held liable for any damage caused by Travelers travelling with a Valid ticket bought by the Customer.
3. The Customer should inform the Traveler(s) traveling with the Valid ticket(s) bought by the Customer about the General Terms and Conditions Festival Travel B.V. Trains 2015 and about all travel information Festival Travel B.V. sends by e-mail to the Customer.

## **Article 5: Rules of the train**

1. When entering the train, Travelers will need to show their Valid ticket and a valid ID document to the member of the Train crew that will control the tickets. During the journey, Travelers will need to show their Valid ticket and a valid ID document in case that is requested by the Train crew.
2. During the journey, Train crew can control whether Travelers are complying to the rules of the train. If requested by the Train Crew, Travelers need to cooperate with these controls. The controls are conducted in order to protect anyone's safety.
3. Valid tickets are place bound. A Traveler's place can be controlled by the Train crew by checking the Valid ticket and the valid ID document of the Traveler.
4. Instructions of the Train crew to Traveler(s) must be obeyed directly by the Traveler(s). In case instructions of the Train crew are not obeyed by a Traveler, the Train crew and/or the Organisers may put Article 6.1 of these General Terms and Conditions into practice.
5. Smoking is strictly prohibited in train wagons, including the compartments, toilets and lavatories. Smoking out of an open window is strictly prohibited too. Smoking is allowed only in the bar wagon. Within The Netherlands smoking is prohibited in the entire train, including the bar wagon.
6. Fellow Travelers need to be treated with respect. Sexual harassment will not be tolerated. In case of non-compliance with this stipulation, it will be reported to the police and the Train crew and/or the Organisers may put Article 6.1 of these General Terms and Conditions into practice.
7. The use of or carrying of any kind of weapon is strictly prohibited. In case of non-compliance with this stipulation, it will be reported to the police and the Train crew and/or the Organisers may put Article 6.1 of these General Terms and Conditions into practice.
8. The use of, dealing of or carrying of any kind of narcotics and/or (synthetic) drugs is strictly prohibited, with the exception of cigarettes and alcoholic drinks as long as they are allowed according to these General Terms and Conditions. In case of non-compliance with this stipulation, it will be reported to the police and the Train crew and/or the Organisers may put Article 6.1 into practice.
9. It is prohibited to leave luggage on places where it may cause unsafe situations, as well as to store luggage on places of other Travelers. In case of non-compliance with this stipulation, it will be reported to the police and the Train crew and/or the Organisers may put Article 6.1 into practice.
10. It is prohibited to hang/lean out of an open window, as well as to leave the train during the journey, except for in the case of emergencies. In case of non-compliance with this stipulation, it will be reported to the police and the Train crew and/or the Organisers may put Article 6.1 into practice.
11. It is strictly prohibited to use the emergency stop without a proper reason to do so. In case of non-compliance with this stipulation, it will be reported to the police and the Train crew and/or the Organisers may put Article 6.1 into practice.
12. It is strictly prohibited to throw anything out of the open windows. In case of non-compliance with this stipulation, it will be reported to the police and the Train crew and/or the Organisers may put Article 6.1 into practice.

13. It is prohibited to carry more than 6 cans of 5% beer, or a bottle of wine, or another drink with the same amount of alcohol into the train. In case a Traveler carries more than this amount of alcoholic drinks, it may be confiscated by the Train crew. Inappropriate behaviour that is the result of excessive alcohol consumption will not be tolerated. In case of non-compliance with this stipulation, it will be reported to the police and the Train crew and/or the Organisers may put Article 6.1 into practice.
14. The Traveler needs to treat the train interior with respect. Damaging or besmirching the train interior will not be tolerated. In case of non-compliance with this stipulation, it will be reported to the police and the Train crew and/or the Organisers may put Article 6.1 into practice.

## **Article 6: Damages and offenses**

1. In case of severe offenses of the rules of the train the Train crew and/or the Organisers may exclude the offending Traveler as well as any other Travelers involved from both the train journey as the festival. In that case the costs of the travel journey and the festival ticket will not be restituted and the Traveler will need to arrange and pay for the rest of his/her journey by him/herself.
2. In case a Traveler becomes the witness of anyone damaging the train or properties of fellow Travelers, Train crew and/or Organisers, the Traveler needs to report this immediately to the security employees of Innovation Security Events. If requested, the employees of Innovation Security Events will try to exercise anonymity.
3. The costs or reparations or renewals of any damages that have been done to the train or its interior will be recovered from the perpetrators. In case the Train Crew can't find out who caused the damage, or in case the damage has not been reported to the employees of Innovation Security Events, the costs of reparations and/or renewals can be recovered from all Travelers in the compartment where the damage is done.

## Article 7: Liability Organisers

1. In case of damage through injury or through the death of a Traveler, the Organisers are not liable to the Customer and Traveler in case:
  - a. The accident had been caused by circumstances outside of the operation of the railway company, that the Organisers, despite the required care in the circumstances of the case, could not avoid and of which the Organisers could therefore not prevent the consequences either;
  - b. The accident happened due to the fault the Traveler;
  - c. The accident happened due to the behaviour of a third party, which the Organisers, despite the required care in the circumstances of the accident, could not avoid and of which the Organisers could therefore not prevent the consequences either; another company using the same railway infrastructure in this case can't be classified as a third party.
2. The Organisers are not liable for the Customer nor the Traveler for any losses that follow when a Traveler did not comply to the regulations of customs or any other public authority.
3. The Organisers are not liable to the Customer nor the Traveler for the loss, damaging or delay in delivering of the luggage, for as far as the loss, damaging or delay in delivering has been caused by the fault of the Traveler, by a command made by the Traveler that is not the fault of the Organisers, by an inherent defect of the luggage, by circumstances the Organisers could not avoid and of which the Organisers therefore could not prevent the consequences either, or by the special risks attached to one of more of these acts:
  - a. The absence or inadequacy of the packing;
  - b. The speciale nature of the luggage;
  - c. The carrying of any objects as luggage that have been excluded from the transport.
4. Legal claims from the contract of carriage lapse after one year, as long as no deviating term is provided by the RPRO.

## **Article 8: Sound and image recordings**

1. Travelers acknowledge that Organisers, Train Crew, members of the press and other partners of Organisers may produce sound and image recordings of the train journey, both in the trains as in the train stations of departure and arrival. Accordingly, all Travelers, by virtue of their participation in the train journey, give express permission to the recording and publication of these sound and image recordings.
2. Travelers may only be named in sound and image recordings made during the train journey with their express permission. Travelers considered public figures may be named without their permission.
3. The person making recordings according to the above rules shall gain transferrable and exclusive usage rights that are unrestricted in time, geographical location and form of usage with regard to the recordings of Travelers.
4. Organisers and Train Crew, as well as other persons authorised for this by the Organisers, are entitled without restriction to make profit from, use (especially for the purpose of promoting the train journeys and the event the train journeys are going to), copy, publish, rework, make public, broadcast to the public and distribute such recordings of Travelers, without having to provide any consideration to Travelers.
5. Travelers and Customers are not entitled to make any claim against Organiser, Train Crew and other partners with authorisation of the Organisers, concerning recordings and their publication as set out above.