

General Terms and Conditions for Care and Taxi Transport

Submitted by Koninklijk Nederlands Vervoer with the Register of the Hague District Court on 10th of December 2019, document number 35/2019. These general terms and conditions will come into effect as from 01-01-2020.

Article 1: Definitions

In these General Terms and Conditions for Care and Taxi Transport the following terms are used and understood to mean:

1. Taxi transport/Care transport: all agreed transport of persons by Car as stated in Article 1 of the Dutch Passenger Transport Act of 2000, in which the price of the journey is agreed in advance or is determined by the use of the taximeter. Transport also includes the entering and getting out of the vehicle.
2. Contract of Carriage: the agreement concluded between Passenger/Client and Carrier for transport by taxi.
3. Taxi rank: a part of the public road designated by the road administrator as a parking place for taxis.
4. Car: motor vehicle as stated in Article 1 of the Dutch Passenger Transport Act of 2000.
5. Passenger: the person being transported by the Carrier.
6. Client: the natural or legal person concluding a Contract of Carriage with the Carrier.
7. Commission:
 - a. commission by a natural person pertaining to a Carrier waiting for passengers at a Taxi rank;
 - b. any other Commission meant for Carrier by a Passenger/Client.
8. Carrier: the natural person or legal entity, member of KNV Zorgvervoer en Taxi, or carrying a valid TX-Keurmerk certificate (the hallmark certificate for Dutch quality taxis), including driver(s) of the car(s), bound to undertake the transport of persons by Car.
9. Driver: the driver of the car in which taxi transport is carried out (to wit: the taxi driver) who is employed by Carrier, including any auxiliary staff not employed by Carrier but providing services commissioned by Carrier, in a vehicle provided by the Carrier or in a vehicle made available to Carrier.
10. Hand baggage: easy-to-transport baggage accompanying a Passenger, that can be either carried or wheeled, including live animals and other objects allowed by Carrier as hand baggage.
11. Taximeter: device in a car indicating the transport price in accordance with stated rates. The taximeter has to be visibly present.
12. Stichting TX-Keur: the foundation that hands out and manages the TX-Keurmerk certification.
13. KNV Zorgvervoer en Taxi : the employer organization of which Carrier is a member.

Article 2: General Terms and Conditions: Applicability

These General Terms and Conditions apply to all Contracts of Carriage and form the basis for the settlement of disputes by the Taxi Industry "Geschillencommissie Zorgvervoer en Taxi" (the Dispute Commission for Care and Taxi Transport), as stated in Article 14 of these General Terms and Conditions.

Article 3: Conclusion of Contract of Carriage

1. A Contract of Carriage is concluded after the acceptance by Passenger/Client of the offer for a Commission by Carrier.
2. In the case of a Commission as stated in Article 1 under 7a, Carrier will be obliged to accept this commission, notwithstanding the provisions of Article 4 first paragraph.
3. The obligations of Carrier, including article 7, apply equally to Passengers who are not acting as Clients.

Article 4: Termination and cancellation of Contract of Carriage

1. Carrier may bring the journey to an immediate halt and terminate the Contract of Carriage, in the event of Passenger causing such nuisance that Carrier cannot reasonably be expected to transport Passenger (any further). In such a case, Carrier may order Passenger to leave the vehicle immediately.

2. In a case such as the one described in paragraph 1, Carrier shall not be obligated to pay any compensation to Passenger.
3. In the event a journey is prematurely terminated, if the price of the journey is calculated by taximeter, Passenger/Client shall owe the amount displayed on the taximeter at the time that the journey is terminated. In the event a price is agreed upon in advance, Passenger shall owe a proportionate part of the amount of that part of the journey already conducted.
4. Passenger/Client may cancel a journey booked with Carrier before its commencement. In such cases, Passenger/Client shall be obliged to pay a fair and reasonable compensation to Carrier in case of demonstrable damage. This also applies to the event in which a passenger does not appear at the location agreed upon with Carrier.
5. In the event that Carrier does not appear as agreed for a booked journey, Passenger shall be entitled to compensation based on fairness and reasonableness if there is demonstrable damage.

Article 5: Obligations and authorities of Passenger

1. Passenger is obliged to:
 - a. follow all reasonable indications or instructions by Carrier, such as taking place in the seat indicated by Carrier;
 - b. put on a seatbelt before the journey commences. Any fines or penalty arising from non-compliance with this obligation by Passenger may be recovered from Passenger.
2. In the Car, Passenger shall be obliged to refrain from:
 - a. damaging and/or soiling the Car;
 - b. consuming alcoholic drinks, unless with the express permission of Carrier;
 - c. carrying and/or using drugs/narcotics;
 - d. using tobacco products;
 - e. aggressive behavior, physical harassment, other forms of harassment, making threats, or any other improper behaviour towards Carrier and/or others;
 - f. hindering the Carrier in any manner whatsoever in the performance of his task.
3. Passenger shall be obliged to pay either the previously agreed price for the journey or the journey price indicated by the taximeter.
4. In the event that a situation occurs or comes to light on the part of the Carrier that Passenger was not required to be aware of at the time of concluding the agreement but which, if he/she had been aware of it, could have been considered reasonable grounds for not concluding the Contract of Carriage or for concluding it under different conditions, Passenger is authorized to terminate the contract. The contract may be terminated by a verbal or written notification submitted by Passenger, and the contract will end at the moment of receipt of the notification by Carrier. In concurrence with the standards of reasonableness and fairness, parties shall be obliged to compensate damage suffered as a consequence of termination of the Contract of Carriage.
5. Passenger is authorized to change the final destination of the journey in the course of the journey, in concurrence with the stipulations of paragraph 3.
6. In the event that Passenger chooses to open the car door him/herself, he/she shall be obliged to open the door in such a way that it does not form a hindrance and/or danger to traffic.

Article 6: Payment

1. Execution pursuant to the Contract of Carriage shall be carried out on the basis of the identified and correctly publicized rates which are based on the Passenger Transport Act of 2000, in which the cost of the journey is agreed upon in advance or is determined by the use of the taximeter.
2. Payment by Passenger/Client to Carrier is to be in cash in a legal tender generally accepted in the Netherlands, including generally recognized forms of electronic payment, unless agreed upon otherwise.
3. Carrier is entitled to require cash payments by Passenger/Client to be made in the exact amount. Carrier shall not be obliged to accept a number of coins in payment if counting them would cause unreasonable delay.

- 4a. If the Passenger/Client, insofar as he/she is not carrying out a profession or acting on behalf of a company, fails to meet his/her payment obligation(s), Passenger/Client is, after the Carrier has notified him/her of the late payment and Carrier has given Passenger/Client a period of 14 days to meet his/her payment obligations, obligated to pay the statutory interest over the outstanding amount after this 14-days-term, and the Carrier will be entitled to charge the extrajudicial collection costs incurred by him/her onto the Passenger/Client. These collection costs shall not exceed the following levels: 15% on outstanding amounts up to € 2,500, 10% over the subsequent € 2,500 and 5% on the following € 5,000, with a minimum of € 40. The Carrier may deviate from the indicated amounts and percentages to benefit the Passenger/Client.
- 4b. As far as Passenger/Client acted in the exercise of a profession or business, Carrier appeals to the reimbursement of the extrajudicial (collection) costs, which costs, in that case, by way of derogation of article 6:96, paragraph 4 BW and by way of derogation of the Compensation for Extrajudicial Collection Costs Decree, shall be set to an amount equal to 15% of the total outstanding principal amount with a minimum of € 75 for each partially or fully unpaid invoice.
5. Parties are entitled to settle reciprocal claims.

Article 7: Obligations and authorities of Carrier

1. Carrier shall be obliged to transport the Passenger, and any hand baggage he/she is carrying, in a careful and safe manner.
2. Carrier shall be obliged to take Passenger to the destination via the route most favorable to Passenger, whether it be the fastest or most economically beneficial, unless Passenger or the control room/switchboard specifically requests or instructs the Driver to take a different route.
3. Carrier shall be obliged to assist Passenger in entering and leaving the vehicle and in loading and unloading hand baggage, unless (traffic) technical reasons make this impossible.
4. When using a taximeter, Carrier shall be obliged, at the end of the journey, to leave the final reading on the taximeter for a period long enough so that Passenger might reasonably be able to read it.
5. Carrier shall be obliged, as described in article 1 of the Publicized maximum rates and publicized taxi transport rates, to provide proof of payment displaying at least the information described in the article, e.g. the price of the journey and corresponding rates, distance driven, name, address and license number of the company, license plates of the vehicle, date of occurrence, and start and end time of the journey.
6. Carrier shall be obliged to treat with care any personal information obtained in connection with the booking of journeys or by any other means. For these personal data, the provisions of the Dutch General Data Protection Regulation apply in full.
7. If Carrier completely or partially interrupts the transport, Carrier will inform Passenger as quickly as possible of the interruption, and, if possible, of the reasons thereof, the measures it intends to take and the possible duration of the interruption.

Article 8: Hand baggage

1. Passenger shall be obliged to pack hand baggage properly.
2. Carrier shall be entitled to refuse to transport hand baggage, which by its nature could be a hindrance, dangerous or illegal, or could cause damage or pollution. This will occur for certain if the hand baggage contains:
 - a. firearms, striking and/or stabbing weapons;
 - b. explosive substances;
 - c. pressurized gases in reservoirs;
 - d. Self-combustible or easily flammable substances;
 - e. substances with a strong or unpleasant odor;
 - f. narcotics;
 - g. ammunition.
3. Carrier shall be obliged to take reasonable care to ensure that hand baggage belonging to Passenger is not lost or damaged.

Article 9: Transport of animals

1. Except for the provisions of the following paragraph of this Article, live animals may be transported in an easily portable basket, bag or similar object which can be placed or held on the lap. Dogs may also be transported in another manner, on the condition that they are kept on a short leash.
2. The animals described in the first paragraph may not be transported if they could cause any form of nuisance or hindrance to Passenger or Driver or if they are suffering from a serious illness.
3. Assistance dogs, such as guide dogs, are obligatory to be transported under any circumstance. In case of an allergy, Driver must provide alternative transport within 15 minutes.

Article 10: Lost property

In relation to lost property, in accordance with the general statutory provisions (article 5 up to and including 12 of book 5 Civil Code) in respect of the notification and reporting obligation and giving and taking into custody, the following shall apply:

1. Passenger shall be obliged to notify Carrier as quickly as possible of any objects or sums of money he/she finds. Carrier is authorized to take into custody such objects or sums of money found, in exchange for a receipt. In the event that the finder retains the object or sum of money found, he/she shall be obliged to do everything that can reasonably be expected of him/her to find the owner or person who lost the object/money.
2. Carrier shall be authorized to sell an object found by Driver or found by another party and given to it, after three months or, if the object is not suitable for keeping into custody, before that time, insofar as the property is not valuable.
3. Carrier shall be obliged to give any lost property, the proceeds from the sale described in paragraph 2 or the amount of money found to the entitled party, if party reports within a year of notification of the loss. In the event that the entitled party demands the found object or the proceeds of the sale of lost property, Carrier may charge the entitled party owed custody fees and administration costs.

Article 11: Force majeure

1. Shortcomings cannot not be attributed to Carrier if they cannot be attributed to a fault on Carrier's part, either in accordance to the law, a legal act or generally accepted traffic standards (force majeure). In the event that Carrier cannot meet its obligations to Passenger/Client due to force majeure, Passenger/Client can rescind the contract. Carrier will in that case duly refund any possible amount already paid by Passenger/Client.
2. In the event of force majeure, Passenger/Client shall not be entitled to compensation with the exception of the provisions of art. 6:78 of the Civil Code.

Article 12: Carrier liability

1. Carrier shall be liable for damages caused by the death of or injury to Passenger as a consequence of an accident which occurs in connection with or during transportation. Carrier cannot be held liable if the accident is caused by circumstances which a careful Carrier could not have avoided and which Carrier was unable to prevent. Compensation for damages which may be payable by Carrier in the aforementioned circumstances is limited by law to a sum of €1,000,000 per Passenger with a maximum of €15,000,000 per event.
2. Carrier shall be liable for damages caused by full or partial loss or damage to hand baggage, as far as this loss or this damage occurs during transportation and is caused:
 - a. by an accident occurring to Passenger which can be attributed to Carrier, or
 - b. due to a situation which a careful Carrier could have avoided, or the consequences which a Carrier could have prevented.Compensation for damages which may be payable by Carrier in the case of loss or damage to hand baggage is limited by law to €1,500 per Passenger.
3. In the case of delays, Carrier shall be liable by law to pay a maximum of € 1,000.

Article 13: Passenger liability

Passenger shall, in principle, be obliged to pay compensation to Carrier for damages caused to Carrier by him/her or his/her hand baggage, except insofar as this damage is caused by a situation which a careful Passenger could not have avoided and insofar as a careful Passenger could not have prevented the consequences thereof. Passenger cannot appeal to the state of or defects to his/her hand baggage. Cleaning fees also belong to the compensation for damage referred to in this article.

Article 14: Complaints and disputes

1. Complaints about the conclusion and execution of the Contract of Carriage must be fully and clearly described and submitted to Carrier within reasonable time after the Passenger/Client has identified, or was reasonably able to identify, the shortcoming(s).
2. In the event of complaints by Passenger/Client, Carrier shall make every effort to handle these complaints in a serious and reasonable manner to the satisfaction of Passenger/Client, partly for the reason of preventing disputes.
3. In the event that parties cannot reach settlement, Carrier should inform the complaining Passenger/Client, insofar as he/she is not carrying out a profession or acting on behalf of a company, of the possibility of submitting such a dispute to the Disputes Committee as mentioned in paragraph 5.
4. In the event Passenger/Client holds Carrier liable for damage, this damage should be reported in writing to Carrier as soon as possible. The nature and the extent of the damage should be indicated as an approximation.
5. Disputes between Passenger/Client, insofar as he/she is not carrying out a profession or acting on behalf of a company, and Carrier about the conclusion and execution of agreements in relation to services provided or to be provided by this Carrier can be submitted by either Passenger/Client, insofar as he/she is not carrying out a profession or acting on behalf of a company, or Carrier to the Taxi Transport Disputes Committee, PO Box 19365, 2500 CJ, The Hague, the Netherlands, hereafter called "Disputes Committee".
6. Disputes will only be taken into consideration by the Disputes Committee if Passenger/Client, insofar as he/she is not carrying out a profession or acting on behalf of a company, has first presented his/her complaint to Carrier.
7. If the complaint does not lead to a solution then the dispute must be brought to the Disputes Committee within 12 months after the date the Passenger/Client, insofar as he/she is not carrying out a profession or acting on behalf of a company, first submitted the complaint to Carrier in writing or in another form that is accepted by the Disputes Committee.
8. In the event Passenger/Client, insofar as he/she is not carrying out a profession or acting on behalf of a company, submits a dispute to the Disputes Committee, Carrier is bound by this choice. In the event that Carrier wishes to submit a dispute to the Committee, it must request Passenger/Client, insofar as he/she is not carrying out a profession or acting on behalf of a company, in writing to declare his/her agreement within five weeks. If the Carrier decides to do so, Carrier must notify Passenger/Client, insofar as he/she is not carrying out a profession or acting on behalf of a company, that after the expiration of the aforementioned period, Carrier is free to submit the dispute to an ordinary court of justice should Carrier so wish to do.
9. The Disputes Committee rules in accordance with the provisions of the regulation applicable to it. The Disputes Committee's regulations will be forwarded upon request. Decisions of the Disputes Committee take the form of a binding recommendation. A fee is charged for hearing a dispute.
10. Only the Dutch court of law or the aforementioned Disputes Committee are authorized to hear disputes.

Article 15: Performance guarantee

1. KNV Care and Taxi Transport guarantees compliance with the binding advice of the in article 14 mentioned Disputes Committee by its members, unless the member submits the binding advice to a judge for

annulment within two months. This guarantee revives if the binding advice has remained in place after judicial review and the verdict which proves this has acquired the force of res judicata.

2. KNV Care and Taxi Transport does not provide a guarantee of compliance if, before the dispute has been heard by the Disputes Committee and a final decision has been made, one of the following situations occurs:

- a. the member has been granted suspension of payments, or;
- b. the member has been declared bankrupt, or;
- c. the business activities of said member have in fact ceased.

Decisive for the latter situation is the date on which the cessation of operation is registered in the trade register or an earlier date, of which KNV Care and Taxi Transport can demonstrate that the business operations have in fact ceased;

3. The guarantee provided by KNV Care and Taxi Transport is limited to € 3.500 per binding advice. KNV Care and Taxi Transport provides this guarantee under the condition that Passenger/Client, who appeals to this guarantee, insofar as he/she is not carrying out a profession or acting on behalf of a company, transfers (assigns) his/her claim to KNV Care and Taxi Transport, based on the binding decision up to the maximum amount of money paid out, simultaneously with the remuneration of his/her appeal on the guarantee of compliance.
4. The conditions as described in 1-3 of this article only apply in the event Carrier is a member of KNV Zorgvervoer en Taxi.
5. In the event Carrier is not a member of KNV Zorgvervoer en Taxi but does hold a valid TX-Keurmerk certificate, Stichting TX-Keur will be the guarantor for holding up the terms as described in 1-3 of this article.
6. In the event Carrier is a member of KNV Zorgvervoer en Taxi as well as holder of a valid TX-Keurmerk certificate, the guarantee of compliance as described in this article will be held up, after consultation between both parties, by either KNV Care and Taxi or Stichting TX-Keur.

Article 16: Remaining conditions

1. All Contracts of Carriage to which these conditions have been declared applicable shall be governed by Dutch law.
2. Carrier is obliged to make known the manner in which Passenger/Client can obtain a copy of these General Terms and Conditions upon request.
3. These terms and conditions are public and can be consulted on the Internet, inter alia at www.knv.nl and may also be obtained free of charge from Carrier upon request.