

Jazz Night Express
Algemene voorwaarden 2019

TRANSLATION

General terms and conditions 2019 English version

The Jazz Night Express is an initiative by:

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Disclaimer

The dutch version of the general terms and condition: *Algemene voorwaarden 2019* binds the Customer.

Noord West Express is not liable for any errors made by the translation of the Dutch version into the *General terms and conditions Jazz Night Express 2019 English version*

Article 1: definitions

North West Express: Noord West Express BV as organizer of the Jazz Night Express.

Customer: person who has placed and paid for the order and who accepts this agreement. The customer who enters into an agreement on behalf of or for the benefit of another party is in that case liable for all obligations arising from the agreement.

Identity card: valid passport or ID card.

Train journey: journey with the Jazz Night Express from departure station to arrival station on outward and return journey, including jazz concerts and meals in the restaurant

Coupé: compartment in the train with sleeping places (at night) and seats (during the day) for five (couchette car) or three (sleeping car) people.

Ticket: document that the Customer receives digitally after payment of the order (s) on the website of the Jazz Night Express. It concerns per Traveler, per Coupe if a whole Coupe is booked, per (possible) place in the restaurant and for the (possibly) specified preference for a jazz concert. These are valid as proof of payment.

Intermediary tickets:	the partners appointed by Noord West Express to handle payment processing and delivery of the Tickets.
Transport ticket:	admission ticket per Traveler for the train, including a place on the train, (possibly) a reservation for the restaurant, as well as a definitive reservation for a jazz concert. The name and document number in the Identification Document must be the same as the name and the document number on the Transport ticket.
Traveler:	person with a valid Transport ticket traveling with the Jazz Night Express.
Train staff:	all employees appointed by Noord West Express, hired or otherwise involved in the operation of the Jazz Night Express, including the bar staff, employees in the restaurant, production staff for the stages, service staff in the couchette and sleeping cars, technical staff of the Train supplier, conductors and other railway staff.
Rail supplier:	the party with which Noord West Express has entered into the Transport Agreement.
Transport contract:	the contract for transport by train of one or more persons, and whether or not their baggage, also including a travel contract that includes an overnight stay.
Material:	by Rail supplier provided wagons and locomotives commissioned by Noord West Express

Article 2: Product and delivery

- a) Noord West Express commits to the Customer to transport the Traveler (s) in the manner as stated on the Transport ticket.
- b) On the agreement between Noord West Express and the Customer, Article 2.3 of the Regulation (EC) Nr. 1371/2007 on the rights and obligations of Travelers in rail traffic ("Rail Passengers' Rights and Obligations", hereinafter referred as "PRR") applies.
- c) After payment of the order (s) on the website of the Jazz Night Express, the Customer receives direct (a) Ticket (s) digitally. This is done via the Intermediary tickets. A separate Ticket (s) will be issued per Traveler, per Coupe if a whole Coupe is booked, per (possible) place in the restaurant and for the (possibly) specified preference for a jazz concert. These are valid as proof of payment.
- d) The Tickets will be converted to Transport Tickets no later than two weeks before the Train Journey by Noord West Express. A ticket is issued by Noord West Express per Traveler, including a place on the train as well as a definitive reservation for a jazz concert.
- e) A condition for issuing the Transport ticket to the Customer by Noord West Express is that the Customer informs Noord West Express for all Travelers who fall under the Customer's booking about name, contact details and the number of a valid Identification Document. This must have been done by the Customer no later than six weeks prior to the Train Journey. Noord West Express informs the Customer on time.

f) The Customer can change the names of the Travelers who travel along with the Train journey under the Booking of the Customer up to six weeks before the Train journey. In that case there is no question of an amendment to the agreement, but we speak of a substitution. Of course, the Customer must provide name, contact details and the number of a valid Identity ID for all new travelers. For the changed Travelers that fall under the booking of the Customer, the same conditions apply to places in the train, reserved jazz concerts and meals in the restaurant as to the original Travelers. The alternate fulfills all conditions attached to the contract.

g) Noord West Express lets the Customer no longer than two weeks prior to the Train Journey know at which places on the train the Travelers who fall under his booking are classified.

h) Noord West Express tries to classify the Travelers who fall under the booking of a Customer into the same Coupé. If this is not possible due to circumstances (for example because the Train Journey is almost fully booked), Noord West Express will contact the Customer within one month after the booking - but no later than two weeks before departure. If the classification of the Travelers that fall under a Customer's booking over different Coupés is unacceptable to the Customer, the Customer may cancel free of charge and the amount of money paid will be refunded to the Customer's account within 10 working days after publication.

i) The Customer can also book an entire coupe. In that case, it is certain that all Travelers who fall under the booking of a Customer are classified in the same Coupé and that no other Travelers are traveling in this Coupé.

j) The Customer can specify a preference for a jazz concert when booking. Noord West Express aims to meet the Customer preferences to the classification of the jazz concerts, but can not guarantee this because of the logistics train. Noord West Express recommended the Customer to give the same preference for all Travelers who fall under his booking.

k) The exact departure and arrival times of the train journey may differ slightly from the times indicated on the ticket. Deviations from the planned departure and arrival times are communicated to the Customer by Noord West Express no later than one month before the Train journey. During the operation the departure and arrival times may still differ as a result of delays and / or other unforeseen circumstances.

l) Noord West Express can not be held liable for any delays and there's no cash back regulation applies.

m) The exact times of the meals in the restaurant and jazz concerts may differ slightly from the times indicated on the Ticket. Deviations from the planned times will be communicated to the Customer by Noord West Express no later than **one month** before the Train journey. During the operation, the times of meals in the restaurant and jazz concerts may still differ as a result of delays and / or other unforeseen circumstances.

n) The interpretation of the meals in the restaurant and jazz concerts can deviate due to unforeseen circumstances, for example due to the availability of musicians and / or the ingredients for the meals.

o) In the restaurant there are tables for 2 and 4 people. It may be that the Travelers who fall under the booking of the Customer must share a table with others.

p) On the outward journey towards Berlin, the first dinner at 19:30 pm only be booked by travelers travelling from Rotterdam. On the return journey to Berlin, the last breakfast at 8:00 am can only be booked by travelers who leave the train in Rotterdam.

q) In case of insufficient interest or changes in the availability of the Material, as well as in case of other changes, Noord West Express can decide to change or (partially) cancel: the layouts of the wagons, the places of the Traveler (s) in the wagons, the offer of jazz concerts and / or the times of that, the offer of meals in the restaurant and / or the times of that and the departure and arrival times of the Train Journey, the Train Journey as a whole.

r) In the case that Noord West Express is forced to cancel or change the Train Journey or part of that for the above reason, Noord West Express will offer an alternative if possible. If an alternative is not possible or the Customer does not make use of this alternative, the amount of money paid will be refunded to the Client's account within 10 working days after publication.

s) The transport of bicycles or other objects that do not fit in a suitcase or travel bag is not possible on the train journey.

t) Obvious errors and / or mistakes do not bind Noord West Express. Such errors and mistakes are - from the perspective of the average Customer and / or Traveler - at first glance known as such or should be.

Article 3: responsibilities of Noord West Express

a) The Train Journey is organized by Noord West Express. Noord West Express provides, in cooperation with various partners, the promotion, ticket sales, jazz concerts and catering of the train. With regard to the delivery of Material and Train-technical personnel, the Train Journey is carried out by the Train Supplier, as well as the service staff in the couchette and sleeping carriages.

b) If traveling with Noord West Express leads to liability, that liability will always be limited to the amount that is paid out under the liability insurance of Noord West Express in the relevant case.

c) In the case of a complaint, the Traveler must report this to the Train staff immediately during the trip, so that a solution can be found by the Train staff and / or the Noord West Express staff. If it is not possible to report the complaint during the Train Journey, the Passenger must submit the complaint in writing to Noord West Express within one month of the end of the Train Journey. Noord West Express will respond to the Customer's complaint within one month of receipt of the complaint.

Article 4: Customer and Traveler responsibilities

a) If the Traveler enters the train, the Passenger must be in possession of a valid ticket and the Passenger is obliged to submit to the house rules of the train.

b) The Customer can be held liable for any damage caused by the Travelers that fall under the Customer's booking.

c) The Customer must ensure that all the Travellers that falls under the booking of the Customer are aware of the General Terms and Conditions Jazz Night Express 2019, which was agreed upon when placing the order.

Article 5: House rules of the train

- a) At the entrance of the train, the Passengers will be checked for having a Transport Ticket and a valid Identity Card. During the journey, passengers must also present the Train staff their Transport Ticket and a valid Identity Card upon request.
- b) During the journey, the Train staff can check the Travelers for compliance with the house rules. The Travelers must cooperate with this on request. These controls are set to protect everyone for general safety.
- c) Transport tickets are location-specific. This can be checked by showing the Transport Ticket and Identity Document.
- d) Instructions from the Train staff or authorized persons on the train must be strictly followed up. If instructions are not followed up, the Train staff and / or Noord West Express staff can apply Article 6a.
- e) Smoking is not allowed in train wagons, including the Coupé, toilets and washrooms. Smoking out of the window is also forbidden.
- f) Please do treat fellow travelers with respect. Unwanted intimacies will not be tolerated. If a violation of this provision is made, a declaration will be made and the Train staff and / or Noord West Express staff can apply Article 6a.
- g) The use or possession of any kind of weapons is strictly forbidden. If a violation of this provision is made, a declaration will be made and the Train staff and / or Noord West Express staff can apply Article 6a.
- h) The consumption, use, trading or possession of any anaesthetizing and / or synthetic drugs is strictly prohibited, with the exception of the consumption of alcoholic beverages, insofar as these are allowed according to these conditions. If acting contrary tot this provision, a declaration will be made and the Train staff and / or Noord West Express staff can apply Article 6a.
- i) It is forbidden to leave luggage in unsafe places, to store it improperly, or to stall someone else's berths of sitting places. If acting contrary tot this provision, a declaration will be made and the Train Personnel and / or North West Express can apply Article 6a.
- j) It is forbidden to hang / lean out of the window. If acting contrary tot this provision, a declaration will be made and the Train staf and / or Noord West Express can apply Article 6a.
- k) It is forbidden to use the emergency brake without a necessity. If acting contrary tot this provision, a declaration will be made and the Train staff and / or Noord West Express can apply Article 6a.
- l) It is forbidden to throw goods or other things out of the window. If acting contrary tot this provision, a declaration will be made and the Train staff and / or Noord West Express can apply Article 6a.
- m) Inappropriate behavior due to alcoholic intake will not be tolerated. If acting contrary tot this provision, train staff and / or Noord West Express can apply Article 6a.

n) All Travelers must treat the train interior respectfully. Damage of the interior and / or plastering of the train interior will be reported to the Police. The Train staff and / or Noord West Express can apply Article 6a.

O) Travelers are not allowed to bring over own drinks, food and / or snacks to eat during the train journey in the restaurant, bistro and stage carriages of the train. In the couchettes and sleeping carriages the Travelers may bring their own drinks, food and / or snacks, provided the Travelers clean up their remains.

p) Each Traveler may take the amount of baggage in accordance with one suitcase or backpack and two pieces of hand luggage on the Train journey.

Article 6: damages and violations

a) In case of a serious violation of the house rules, Noord West Express can decide to exclude the offender and any interested parties from the Train journey. In that case no refund will be given of the costs of the Train journey and the offender will have to continue the journey back at his own expense.

b) If the Traveler is witness to the damage to the train, to the property of fellow travelers or North West Express, or if the Traveler himself causes such damage to the train or the interior, the Traveler must report this immediately to the Train staff. If desired, anonymity will be used.

c) The repair or renewal costs for damage caused to the train or the interior are recovered from the cause of the damage. If it is not possible to determine who caused the damage or if the damage was not reported to the train staff, the costs will be divided among all passengers in the relevant coupe.

Article 7: Liability Organization

a) In the event of damage due to injury or the death of a Traveler, Noord West Express is not liable for damage to the Customer and the Traveler:

- If the accident was caused by circumstances beyond the exercise of the Rail Supplier, which Noord West Express, despite due care in the circumstances of the case, could not avoid and of which Noord West Express could not prevent the consequences;
- Insofar as the accident is due to the fault of the Traveler;
- If the accident is due to the behavior of a third party, which Noord West Express, despite the care required in the circumstances of the case, could not avoid and of which Noord West Express could not prevent the consequences; another company using the same railway infrastructure is not marked as a third party.

b) Noord West Express is not liable to the Customer and the Traveler for damage as a result of the fact that the Traveler has not complied with the regulations of the customs or other government authorities.

c) Noord West Express is not liable to the Customer and the Traveler for damage caused by the loss, damage or delay in the delivery of the baggage, to the extent that such damage was caused by the fault of the Traveler, by an order from the Traveler who does not is the result of the fault of Noord West Express, due to its own lack of baggage, due to circumstances that North West Express could not avoid and of which Noord West Express could not prevent the consequences, insofar as the loss or damage is a consequence of the special risks associated with one or more of the following facts:

- The lack or the defect of the packaging;
- The special nature of the luggage;
- Taking objects as luggage, which are excluded from the transport.

d) Legal claims from the Transport contract expire after one year, insofar as no deviating term ensues from the PRR.

Article 8: sound and image recordings

a) Travelers acknowledge that the Noord West Express, Train staff, press and any other partners are permitted to make sound and image recordings of the Train journey, both in the train and at the stations of departure and arrival. Therefore, all travelers consent to the registration and publication of these sound and image recordings by participating in the Train Journey.

b) Travelers can only be mentioned with such recordings with their explicit permission, except for the Travelers who can be considered as a public figure.

c) The person who makes the sound and image recordings according to the aforementioned rules obtains the transferable, exclusive right to use these recordings, unlimited in time, geographical location and use.

d) Noord West Express and the Train staff, as well as persons who have received permission from Noord West Express, may make use of the sound and image recordings (especially for promoting train journeys and the events where train journeys go) without restriction. copying, publishing, editing, publishing, broadcasting and distributing is permitted as often as they wish without any obligation to Travellers.

e) The Customers en Travellers are not entitled to any claims against Noord West Express, the Train staff and other partners who have obtained the permission of Noord West Express with regard to sound and image recordings and publication thereof in the manner described above.

Article 9: applicable law and choice of forum

a) Dutch law applies to the agreement between Noord West Express and the Customer and / or the Traveler.

b) The court in Amsterdam has exclusive jurisdiction to hear disputes between the Traveler and Noord West Express.

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