

## General Terms and Conditions for Taxi Transport

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These general terms and conditions for the KNV Taxi Association were drawn up in March 2006 in consultation with the Consumentenbond [Dutch Consumer Association], in the context of the Self-Regulation Coordination Group [Coördinatiegroep Zelfreguleringsoverleg (CZ)] of the Dutch Social Economic Council and entered into effect from July 2006. The CZ would be grateful if this could be indicated whenever these General Terms and Conditions are cited.



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### Article 1: Definitions

The definitions of terms used in these General Terms and Conditions for Taxi Transport shall be understood to be:

1. Taxi transport: all agreed transporting of persons by Car as provided for in Article 1 under f. of the 2000 Passenger Transport Act, whereby the price of the journey is agreed in advance or is determined by the use of the taximeter. Transport shall also include entering and leaving the vehicle.
2. Transport agreement: the agreement concluded between Passenger/Client and Carrier in respect of 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 provided for in Article 1 sub f. of the 2000 Passenger Transport Act.
5. Passenger: the person being transported by the Carrier.
6. Client: the natural or legal person concluding a Transport agreement with the Carrier.
7. Commission:
  - a. a Commission by a natural person of a Carrier waiting for passengers at a Taxi rank;
  - b. any other Commission, in any form whatsoever, of Carrier by a Passenger/Client.
8. Carrier: the natural person or legal entity, including its Personnel, undertaking the transport of persons by Car.
9. Personnel: members of personnel employed by Carrier including auxiliary staff, who are not in the employ of Carrier but do provide services commissioned by it in any means of transport belonging to the Carrier or any means of transport made available to Carrier.
10. Hand baggage: baggage accompanying a Passenger, which is easy to transport, and can be either carried or wheeled, and which is understood to include live animals, and objects allowed by the Carrier as hand baggage.

### Article 2: General Terms and Conditions: Area of applicability

These General Terms and Conditions shall apply to all Transport agreements and shall form the basis for the settlement of disputes by the Taxi Industry Disputes Committee, as provided for in Article 16 of these General Terms and Conditions.

### Article 3: Conclusion of Transport agreement

A Transport agreement is concluded following acceptance of Carrier of a Commission. In the case of a commission as provided for in Article 1 under 7a., Carrier shall be obliged, notwithstanding the provisions of Article 7 sixth paragraph, to accept this commission. The obligations of Carrier shall apply equally to the Passenger who is not acting as the Client. By accepting the journey, Passenger becomes a party to the Transport agreement.

#### Article 4: Termination of Transport agreement

1. Carrier may bring the journey to an immediate halt and, therefore, terminate the Transport agreement, in the event that Passenger is the cause of such hindrance that Carrier can not be reasonably be expected to transport the Passenger. In such cases, Carrier may order the Passenger to leave the vehicle immediately.
2. In a case such as that described in paragraph 1, Carrier shall not be obliged to pay any compensation to Passenger.

3. In the event of premature termination, Passenger, where the price of the journey is calculated by the taximeter, shall owe the amount showing on the taximeter at the time that the journey is terminated. In the event that a price is agreed for the journey in advance, Passenger shall owe a proportionate part thereof in payment of that part of the journey already driven.
4. Passenger/Client may cancel a journey booked with Carrier before its commencement; in such cases, Passenger/Client shall be obliged to pay fair and reasonable compensation to the 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 where damage can be demonstrated.

### Article 5: Obligations and authorities of Passenger

1. Passenger shall be obliged:
  - a. to follow all reasonable indications or instructions by Carrier, such as sitting in the seat indicated by Carrier;
  - b. to put on a seat belt before the journey commences. Any lawfully imposed 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. the consumption of alcoholic drinks, unless with the specific permission of Carrier;
  - c. transporting and/or using drugs or narcotics;
  - d. the use of tobacco products, unless with the specific permission of Carrier;
  - e. aggression, fighting, harassing, threatening, or any other improper behaviour towards Carrier and/or others;
  - f. hindrance in any form whatsoever the Carrier 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 arises in respect to the Carrier which Passenger was not required to be aware when concluding the agreement but which, if he had been aware of it, could have been considered reasonable grounds for not concluding the Transport agreement or concluding it under different conditions, Passenger shall be authorised to terminate the agreement. The agreement may be terminated by an oral or written notification, and the agreement shall end at the time of receipt of said notification. In accordance with the standards of reasonableness on fairness, parties shall be obliged to compensate damage suffered as a consequence of termination of the Transport agreement.
5. Passenger shall be authorised to amend the final destination during the journey, in accordance with the stipulations of paragraph 3.
6. In the event that Passenger chooses to open the door himself, he 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. Payment by Passenger/Client to Carrier shall be

- in cash in a legal tender generally accepted in the Netherlands, including generally recognized forms of electronic payment, unless agreed otherwise.
2. Carrier shall be 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 such that counting them would cause unreasonable delay.
3. Carrier shall send an invoice to Passenger/ Client where payment in cash has not been agreed. Payment by Passenger/Client shall be made without any discount, suspension or offsetting, within 30 days of invoice date. Where this period is exceeded, Passenger shall be in default and costs may be charged in accordance with statutory regulations.
4. Carrier shall at all times be entitled to offset amounts owed by Passenger/Client against his debts to Passenger/Client.
5. Implementation of the Transport agreement shall be based on tariffs as they are established by Carrier and have been notified in advance to Passenger/Client.

### Article 7: Obligations and authorities of Carrier

1. Carrier shall be obliged to transport the Passenger, and any hand baggage he is carrying, in a careful manner.
2. Carrier shall be obliged to take the Passenger to the destination by the route most favourable to the Passenger, whether it be the fastest or most economically beneficial, unless the Passenger or the control room/switchboard specifically requests or instructs a different route.
3. Carrier shall be obliged to assist Passenger on entering and leaving the vehicle and with loading and unloading hand baggage, unless (traffic) technical reasons make this impossible.
4. When using a taximeter, Carrier shall be obliged to leave the amount showing on the taximeter at the end of the journey for a period long enough to reasonably allow the Passenger to read the mileage.
5. Carrier shall be obliged, upon first request by the Passenger, to provide proof of payment indicating at least the price of the journey, name of the company, name of the driver, date and (approximate) time of the journey.
6. Carrier shall be authorised to deny any Passenger who does not comply with the provisions of these General Terms and Conditions access to the vehicle, or to remove him or have him removed from the vehicle, if the Carrier cannot reasonably be expected to transport this Passenger. Article 4 shall apply mutatis mutandis.
7. Carrier shall be obliged to treat with care any personal information which it obtains in connection with booking of journeys or by any other means, in accordance with the Data Protection Act.
8. Carrier shall be authorised, if serious reasons so necessitate, to discontinue the transport in full or in part. Carrier shall inform Passenger as quickly as possible of the discontinuation, and if possible of the reasons, the measures it intends to take and the possible duration. In the event of premature termination, Passenger, where the price of the journey is established by the taximeter, shall owe the amount indicated by the taximeter at the time the journey is

discontinued. In the event that the journey price was agreed in advance, Passenger shall owe a proportionate part thereof in payment of that part of the journey already driven.

#### **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 very nature, could be a nuisance, dangerous or illegal, or could cause damage or pollution. Such a situation will occur in any event if the hand baggage consists of a:
  - a. firearms, striking and/or stabbing weapons;
  - b. explosive substances;
  - c. pressurised gases in reservoirs;
  - d. combustible or highly flammable substances;
  - e. substances with a strong unpleasant odour;
  - 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. Notwithstanding 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 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 the Passenger or the personnel or if they are suffering from a serious illness.

#### **Article 10: Lost property**

In relation to lost property, in accordance with the general statutory provisions in respect of the notification and reporting obligation and giving and taking into custody, the following shall apply:

- a. Passenger shall be obliged to notify Carrier as quickly as possible of any objects or sums of money he finds. Carrier is authorised to accept 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 shall be obliged to do everything which can reasonably be expected of him to find the owner or loser.
- b. Carrier shall be authorised to sell an object found by Personnel, or found by another party and given to him, after three months or, if the object is not suitable for keeping custody, before that time, insofar as this property is not valuable.
- c. Carrier shall be obliged to give any lost property, the proceeds from the sale described in paragraph b or the amount of money found to the entitled party, if said party reports to it within three years of notification of the loss. In the event that the entitled party demands the proceeds of the sale of lost property, the Carrier may offset custody fees and administration costs against the proceeds.
- d. Carrier may charge administration costs for dealing with a request in relation to lost property or a sum of money.

#### **Article 11: Cancellation**

1. Passenger/Client shall be entitled to cancel the previously agreed Transport agreement with previously agreed journey price by an oral or written notification:
  - a. If the cancellation occurs between 21 and 14 days before commencement of transport, Passenger/Client shall owe to Carrier: 10% of the agreed journey price;
  - b. If the cancellation occurs between 14 and 2 days before commencement of transport, Passenger/ Client shall owe to Carrier: 35% of the agreed journey price;
  - c. If the cancellation takes place within 2 days

of commencement of transport, Passenger/ Client shall owe to Carrier: 75% of the agreed journey price

- d. If the cancellation takes place during the transport: the full journey price.
2. In the event that Passenger can demonstrate that the damage suffered by Carrier is less than the amount resulting from application of paragraph 1, those lower costs shall be charged.

#### **Article 12: Force majeure**

1. In the event that Carrier cannot comply with its obligations to Passenger/Client due to a non-attributable breach (force majeure), compliance with those obligations shall be suspended for the duration of the circumstances of force majeure. A breach may not be attributed to the Carrier if it cannot be imputed to a fault on his part, either in accordance with law, legal act or generally accepted standards.
2. In the event of force majeure, Passenger/Client shall not be entitled to any compensation. If the breach cannot be attributed to the Carrier, but he enjoys an advantage due to the breach which he would not have enjoyed in the event of proper compliance, Passenger shall be entitled, by application of the regulations concerning unjustified enrichment, to compensation of damages suffered up to a maximum of the amount of that advantage.

#### **Article 13: Carrier liability**

1. Carrier shall be liable for damages caused by the death of or injury to the Passenger as a consequence of an accident which occurs in connection with or during the transportation. Carrier shall not be held liable if the accident is caused by circumstances which a careful Carrier could not have avoided, and the consequences of which the 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 Euro 137,000 per Passenger.
2. Carrier shall be liable for damages caused by full or partial loss or damage to hand baggage, insofar as this loss or this damage occurs during transportation and is caused:
  - a. by an accident occurring to Passenger which is imputable to Carrier or
  - b. by a situation which a careful Carrier could have avoided, or the consequences of 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 Euro 1,000 per Passenger.
3. In the case of delay, Carrier is liable by law to pay a maximum of Euro 1,000.

#### **Article 14: Passenger liability**

Passenger shall, in principle, be obliged to pay compensation to Carrier for damages caused to Carrier by him or his hand baggage, except insofar as said damage is caused by a situation which a careful Passenger could not avoid and insofar as a Passenger could not have prevented the consequences thereof. Passenger may not invoke the capacity or a defect of his hand baggage.

#### **Article 15: Insurance**

1. Passenger/Client may instruct Carrier to take out insurance at its own expense to cover risks for which Carrier is not liable.
2. In the event that Passenger/Client has instructed Carrier to take out such insurance, or a very limited insurance, and Carrier has accepted and confirmed such an Instruction, Carrier shall be liable for the damage resulting for Passenger/ Client from non-execution of this Instruction to Carrier.
3. Carrier may, in the event that the hand baggage is very valuable, oblige Passenger/Client to take out proper travel and baggage insurance. In such

an instance, Carrier may request Passenger/Client to provide evidence thereof.

#### **Article 16: Complaints and disputes**

1. Complaints about the conclusion and execution of the Transport agreement must be fully and clearly described and submitted to the Carrier within six weeks after the Passenger/Client has identified, or was able to identify, the fault. Late submission of the complaint may cause the Passenger/Client to lose his entitlements.
2. Disputes between Passenger/Client and Carrier about the conclusion and execution of agreements in relation to services provided or to be provided by this Carrier may be submitted by either the Passenger/Client or the Carrier to the Taxi Transport Disputes Committee, PO Box 90600, 2509 LP The Hague.
3. Disputes will only be dealt with by the Disputes Committee if Passenger/Client has first submitted his complaint to Carrier.
4. After the complaint has been submitted to Carrier, the dispute must be brought in writing to the Disputes Committee within a maximum of three months of its occurrence.
5. Where Passenger submits a dispute to the Disputes Committee, Carrier is bound by this choice. If Carrier wishes to submit a dispute to the Committee, he must request Passenger in writing to declare his agreement within five weeks. When doing so, Carrier shall provide notification that following expiry of the aforementioned period, he shall feel free to submit the dispute to the ordinary court.
6. The Disputes Committee shall rule in accordance with the provisions of the regulation applicable to it. The regulation for the Disputes Committee may be sent upon request. Decisions of the Disputes Committee take the form of a binding recommendation. A fee is charged for hearing a dispute.
7. The Dutch court or the aforementioned Disputes Committee are exclusively authorised to hear disputes.
8. Carrier shall make every effort, partly in order to prevent disputes, to take complaints by Passenger seriously and to deal with them within reason to the satisfaction of Passenger.
9. In the event that parties cannot reach settlement, Carrier should inform complainant Passenger of the possibility of submitting such a dispute to the Disputes Committee described in paragraph 2.
10. In the event that he holds Carrier liable for damages, Passenger must notify Carrier in writing of this damage as quickly as possible, thereby indicating the nature and extent of the damage.

#### **Article 17: Other conditions**

1. KNV Taxi shall only amend these General Terms and Conditions in consultation with the Consumentenbond.
2. Nullity of one of the provisions or paragraphs thereof in these General Terms and Conditions shall not affect the applicability of the other provisions or other paragraphs. In such a situation, the null and void provisions or paragraphs thereof shall be replaced by new provisions or paragraphs, the contents, scope and objective of which correspond as far as possible with the old, null and void, provisions.
3. All Transport agreements to which these conditions are declared applicable shall be governed by the law of the Netherlands.
4. These General Terms and Conditions are publicly available.
5. Carrier shall be obliged to make known the manner in which Passenger/Client can obtain a copy of these General Terms and Conditions upon request.
6. If requested, these terms and conditions may also be obtained free of charge from the Carrier and can be consulted on the Internet, inter alia at [www.knv.nl](http://www.knv.nl).