



TERMS & CONDITIONS



Reference: DT-ResellerTermsConditions(EN)
Version: 2.0
Date: 2018, January 5th



Dinner Train.eu

TERMS AND CONDITIONS FOR RESELLERS

Article 1 - definitions

1. Railpromo B.V. : the private company with limited liability Railpromo B.V., trading under the name Railpromo B.V., registered with the Chamber of Commerce under number 58032398.
2. Transport contract: the contract for the transport by train of one or more persons, and whether or not their baggage, also including a travel contract that includes an overnight stay or a period of more than 24 hours.
3. Carrier: the person who, in the transport agreement as defined above, commits to transport.
4. Client: the other party of the carrier with a transport agreement.
5. Travel organizer: Railpromo B.V., who, in the course of carrying out its business, offers pre-arranged train journeys to the public or to a group of people in its own name.
6. Traveler: a by Railpromo B.V. by train to be transported person/persons in the framework of a transport contract a. the counterparty of the tour operator, b. the person on whose behalf the trip was stipulated and who accepted that stipulation, c. the person to whom the legal relationship with the tour operator has been transferred in the legally required manner.

Article 2 - applicability

1. These general terms and conditions apply to every offer, quotation and agreement between Railpromo B.V. and a client or traveler to which Railpromo B.V. has declared these terms and conditions applicable, insofar as the parties have not expressly deviated from these conditions in writing.
2. The present terms and conditions also apply to contracts with Railpromo B.V., for the execution of which Railpromo B.V. requires third parties to be involved.
3. The applicability of any purchase or other conditions of the client is explicitly rejected, unless otherwise agreed in writing.
4. If one or more provisions in these general terms and conditions at any time wholly or partially become null and void or become void, then the remainder of these general terms and conditions remain fully applicable. The Parties will consult with each other in order to agree on new provisions to replace the null and void or nullified provisions, whereby as much as possible the purpose and intent of the original provisions will be observed.
5. If Railpromo B.V. does not always demand strict compliance with these conditions, this does not mean that its provisions do not apply, or that Railpromo B.V. would in any way lose the right to demand strict compliance with the provisions of these conditions in other cases. .

Article 3 - conclusion of the agreement

1. Any offer from Railpromo B.V. is revocable, even if it includes a term for acceptance. Any offer to enter into a transport agreement from Railpromo B.V. is without obligation and can therefore be revoked by this, even after the client or traveler has accepted the offer. Revocation of a free offer must take place within eight business hours after receipt of the acceptance.
2. The person who enters into the agreement on behalf or for the benefit of another party is liable for all obligations arising from the agreement. The (other) traveler(s) is (are) responsible for his (their) own part.

Article 4 - prices

1. Unless otherwise agreed, the amount of the "fare" is exclusive of VAT and other government levies.
2. Railpromo B.V. is entitled to increase the agreed travel sum up to twenty days before the start of the trip in connection with changes in the levies imposed or applicable exchange rates imposed by the government. The traveler can reject the increase. With regard to such a rejection and the consequences thereof, the provisions of 7.2 and 7.3 below apply. Such a change in the costs may also lead to a reduction of the travel sum, unless this is not reasonable in view of the associated costs. from Railpromo B.V. BV can be demanded. Railpromo B.V. is obliged to include all unavoidable additional costs that the traveler must pay for the services offered at the time of publication in the offered travel price.
3. The Client or traveler is obliged to pay the extra costs that are charged to him if: a. on his request or due to a circumstance attributable to him more kilometers have been covered and / or more hours have been incurred than are discounted in the " fare " respectively fare. B. at his request or due to a circumstance attributable to him, deviated in any way whatsoever in the performance of the carriage or the journey as provided for in the agreement.

Article 5 - payment, law enforcement

1. Railpromo B.V. is always entitled to demand payment of an advance from the client or traveler on the "Ride Price" or advance payment of the entire "fare". The client or traveler respectively pays the advance or the advance payment within the by Railpromo B.V. period to be determined. In the absence of such a term indication, the advance or prepayment must be sent to Railpromo B.V. at least fourteen days before the departure date. to have been paid. In the event that the client or the traveler fails to pay the advance or the advance payment in time, Railpromo B.V. entitled to terminate the contract of carriage and the client is bound to Railpromo B.V. to reimburse the costs incurred or other damages. This compensation will amount to at least thirty percent of the travel sum.
2. The client or traveler is obliged to pay (the remainder of) the travel sum within fourteen days after the invoice date, unless otherwise agreed.
3. An agreed payment term counts as a deadline. In the event of overdue payment, the client or traveler is in default and Railpromo B.V. has the authority to either collect the travel sum or to terminate the contract of carriage. In the event of dissolution, the client or passenger is liable for damages without the client or traveler being entitled to claim compensation.
4. In the event of any late payment, the client or traveler, respectively, without notice of default or demand is required is in default and is due an overdue penalty of 1.5% per month on the overdue amount.
5. All costs, both out-of-court and judicial (including costs of legal assistance), that for Railpromo B.V. are connected to the enforcement of his rights towards the client or traveler respectively, for the account of the client or traveler respectively.
6. The Client receives a sales commission per contract concluded on the basis of the number of tickets sold. The amount of this sales commission is agreed in advance between the Client and Railpromo B.V. and included in the reseller agreement.
7. The sales commission that Railpromo B.V. the Client owes is calculated on the fare excluding VAT.
8. Railpromo B.V. sends the client an invoice every week to collect the fares collected in her name. Payment of this invoice must be made within seven days of the invoice date or within seven days after the invoice has been issued by Railpromo B.V., whichever date is later. If there is uncertainty about the date of dispatch by Railpromo B.V. the invoice date applies.

9. Railpromo B.V. has the right to declare tickets already sold by the Client invalid or temporarily invalid if the Client does not always fulfill its payment obligations. Railpromo B.V. is not responsible for damage suffered by the Traveler or by the Client resulting from the invalid or temporary invalidation of tickets sold by the Client.

Article 6 - cancellation

1. If the client or the traveler cancels the contract of carriage, he is obliged by Railpromo B.V. suffered damages. Unless the parties have agreed otherwise - including the case that the carrier has stated a different cancellation arrangement in its prospectus or other publication - the client will owe the following compensation:

For cancellation of bookings per seat

Until 7 days prior to departure:	free of cost
7 or less days prior to departure:	100 % of the ticket price

For cancellation of group bookings

Full cancellation until 21 days prior to departure:	free of cost
Full cancellation less than 21 days until 7 days prior to departure:	50 % of the ticket price
Full cancellation less than 7 days prior to departure:	100 % of the ticket price
Changes in group size until 7 days prior to departure:	free of cost
Changes in group size 7 days or less prior to departure:	100 % of the ticket price

2. The termination power can not be exercised during transport if this would delay the journey of the train. Termination by the client or the traveler can only take place in writing before the commencement of the transport.

Article 7 - amendment of the agreement

- The carrier respectively Railpromo B.V. is entitled to change the contract of carriage on an essential point because of important circumstances communicated to the client or traveler as soon as possible. The client or traveler can reject the change. If the carrier, respectively Railpromo B.V. changes the contract of carriage on a non-essential point because of important circumstances, the client or passenger immediately informed, the client or traveler can only reject the change if it is to the detriment of more than minor significance.
- The client or traveler must submit his possible rejection to Railpromo B.V. as soon as possible. to be communicated, failing which the rejection has no effect.
- In case of rejection by the client or traveler as referred to above, Railpromo B.V. can cancel the contract of carriage. She must then exercise her termination power as soon as possible. In the event of such cancellation, the client or traveler respectively is entitled to a refund or remission of the travel sum, or if the trip has already been partially received, a proportionate part thereof.

Article 8 - termination due to force majeure

- The timetable of the Dinner Train is final from 28 days before departure.
- Railpromo B.V. is entitled to terminate the contract of carriage without having to pay any compensation to the traveler, if the traveler fulfillment of the contract of carriage is impossible or is complicated by abnormal and unforeseeable circumstances that are independent of the will of Railpromo B.V. and the consequences of which, despite all precautions, could not be avoided.
- The carrier is entitled to terminate the contract of carriage in the event that the fulfillment thereof is made impossible or impeded by a circumstance beyond its control, such a circumstance is inter alia, strike of subordinates, accidents and extreme weather conditions.
- In the event of cancellation, the client or traveler respectively shall be entitled to a refund or remission of the travel sum, with the exclusion of administration and booking costs already incurred or if the trip has already been partially received, a proportionate part thereof.

Article 9 - limitation of liability

- The carrier is liable under Article 8: 105 of the Civil Code for damage caused by death or injury of the passenger as a result of an accident that happened to the passenger in connection with and during the transport, except to the extent that the accident was caused by a circumstance which a careful carrier was unable to avoid and to the extent that such a carrier was unable to prevent the consequences thereof. The compensation that the carrier may owe in the above circumstances is legally limited.
- The carrier is liable under Article 8: 106 of the Civil Code for damage caused by total or partial loss or damage of hand luggage, in so far as this loss or damage occurred during transport and is caused: a. By a traveler befallen accident that is at the expense of the carrier, or b. by a circumstance which a careful carrier could have avoided or from which such a carrier could have prevented the consequences. The compensation that the carrier may owe in case of loss or damage of hand baggage is legally limited. The carrier is not liable for the damage caused by the passenger if the passenger is not carrying his hand baggage in accordance with these general terms and conditions. The carrier is obliged to use reasonable care with regard to the hand luggage of the passenger so that it is not lost or damaged.
- The carrier or Railpromo B.V. is not liable under Article 8: 108 of the Civil Code for damage caused by delay, for whatever reason. Railpromo B.V. has no refund scheme due to delays.
- Railpromo B.V. is not liable for damage caused by missing connection to own or other means of transport, or due to the circumstances that the means of transport offered by Railpromo B.V. are not sound (such as a sudden defect) and must be replaced by other means of transport. Railpromo B.V. is also not liable for damage caused by the absence of sufficient seating or standing places.
- Notwithstanding the provisions of Article 9.3, the carrier or Railpromo B.V. is not liable for damage caused by the non-provision of transport as a result of circumstances that Carrier or Railpromo B.V. can not be attributed, including for example wanted actions, sabotage and riots by or with third parties, extreme weather conditions. In the event of an organized strike at the carrier, rail manager or Railpromo B.V., the latter will either repay the prepaid travel amounts in proportion to the duration of the strike or reimburse the reasonable costs for train replacement transport with a maximum of € 25,- per day of strike per passenger. .
- Railpromo B.V. is never liable for damage to means of transport, baggage, stations and stops caused by travelers registered by Railpromo B.V. or contracted by Railpromo B.V. itself.
- The client or passenger must report any damage to Railpromo B.V. in writing as soon as possible. The nature and size must be indicated in approximate terms.

Article 10 - various obligations of the traveler

1. The traveler is obliged to comply with the instructions given by the carrier or Railpromo B.V. to maintain the provisions of these general terms and conditions or in the interest of the peace, safety or good operation in the means of transport, stations and stops and / or the associated facilities.
2. The traveler is liable under Article 8: 114 of the Civil Code for damage caused by his actions or negligence, or by his hand luggage, except to the extent that the damage was caused by a circumstance which a careful traveler was unable to avoid. and insofar as such a traveler has not been able to prevent the consequences thereof.
3. In the event of abuse of the emergency brake, the passenger will owe an immediately due and payable penalty of € 200, - without prejudice to the obligation of the passenger to compensate the full damage which the carrier respectively Railpromo B.V. suffers as a result.
4. If a child under the age of 12 is accompanied by a person of eighteen years of age or older, this supervisor is obliged to ensure that this child does not act in violation of these general terms and conditions.
5. The traveler must be in possession of a valid proof of identity. The traveler is obliged to pack his luggage properly before the start of the journey. Railpromo B.V. is entitled to refuse the carriage of baggage if the number or size of the package offered by the passenger is not reasonable. The traveler is not allowed to carry drugs, explosives, weapons, oxygen bottles or hazardous substances in his luggage or otherwise with him. The passenger is obliged to abstain in the train from a: damage or contamination of the train, b: the use of alcoholic beverages, except with the express permission of the carrier, as well as the use of narcotics, c: the contact with emergency facilities, d : hindering personnel in their duties, e: causing nuisance and inconvenience for fellow travelers.
6. The carrier or Railpromo B.V. is authorized to refuse further transport to the passenger and to order him to leave the train if the passenger acts in violation of these general terms and conditions.
7. The traveler is furthermore obliged to carry all documents necessary for the journey, to be present in time before departure and also to be present again in time for departure at possible stops. In the event that the necessary documents are not available, or the delayed arrival before departure can lead to a delay of significance, the carrier or Railpromo B.V. authorized not to carry out the transport in respect of this passenger without the client or traveler being entitled to any damage compensation or refund of the travel sum.
8. Without prejudice to the above provisions under 9.1 up to and including 9.3, the client or the passenger respectively is bound to the carrier or Railpromo B.V. to compensate any damage that it may have suffered and will still suffer because the traveler has acted contrary to one of the aforementioned obligations.

Article 11 - complaints, competent court

1. If the client or passenger has a complaint about the conclusion or execution of the contract, the client or traveler must direct his complaint in writing, or in another appropriate form to Railpromo B.V. so that it can find a suitable solution.
2. If the complaint is not resolved during the execution of the agreement to the satisfaction of the client or traveler, this can be done within one month after the execution of the agreement, or if the trip has not taken place, within one month after the planned departure date a written and motivated complaint. If the complaint relates not to execution but to the conclusion of the agreement, the complaint must be submitted within one month after the relevant procedure.
3. Railpromo B.V. must handle a complaint within one month after submission. If the client or passenger respectively is of the opinion that the complaint has not been handled properly or in time, it can do so no later than 3 months after the execution of the agreement or after the planned departure date or after the date on which the contested behavior of the carrier or Railpromo B.V. with regard to the conclusion of the agreement, to submit his complaint in writing to an appropriate arbitration committee.
4. The client or traveler who does not wish to make use of this advisory procedure, can turn to the district court competent according to the law, or in the event that the claim falls within the competence of the district court, to the court within whose district Railpromo B.V. is located, this without prejudice. the right of the latter to turn to another court competent according to the law.
5. Without prejudice to the statutory provisions of mandatory law, with regard to the period of limitation of legal claims and the provision regarding the lapse in the event of late notification as referred to in Article 8: 1753BW.

Article 12 - applicable law

Dutch law applies to all agreements.