

General Terms and Conditions for Taxi Transport

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These general terms and conditions shall come into effect in October 2014.



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Article 1: Definitions

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

1. **Taxi transport:** all agreed transport of persons by Car as stated in Article 1 under f. of the 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 shall also include entering and leaving the vehicle.
2. **Contract of Carriage:** the agreement concluded between Passenger/Client and Carrier for the 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 sub f. of the 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. a Commission by a natural person of a Carrier waiting for passengers at a Taxi rank;
 - b. any other Commission of Carrier by a Passenger/Client.
8. **Carrier:** the natural person or legal entity, including its driver(s) of the car(s), undertaking the transport of persons by Car.
9. **Driver:** the driver of the car in which taxi transport is carried out (the taxi driver) who is employed by Carrier, including auxiliary staff who are not employed by Carrier but do provide services commissioned by Carrier in a vehicle provided by the Carrier or a vehicle 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 other objects allowed by Carrier as hand baggage.
11. **Taximeter:** device in the car which indicates the transport price in accordance with the known rates. The taximeter has to be visibly present.

Article 2: General Terms and Conditions: Applicability

These General Terms and Conditions shall apply to all Contracts of Carriage and shall form the basis for the settlement of disputes by the Taxi Industry Disputes Committee, 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 the passenger of the offer by Carrier for a Commission.
2. In the case of a Commission as stated in Article 1 under 7a, Carrier shall be obliged to accept this commission, notwithstanding the provisions of Article 4 first paragraph.
3. The obligations of Carrier, including article 7, shall apply equally to the Passenger who is not acting as the Client.

Article 4: Termination and cancellation of Contract of Carriage

1. Carrier may bring the journey to an immediate halt and, in turn terminate the Contract of Carriage, in the event that Passenger causes such hindrance 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 obliged to pay any compensation to Passenger.
3. When a journey is prematurely terminated, Passenger, in the case that the price of the journey is calculated by the taximeter, shall owe the amount displayed on the taximeter at the time that the journey is terminated. In the case that a price is agreed upon in advance, Passenger shall owe a proportionate part of the amount 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 a fair and reasonable compensation to Carrier in case of demonstrable damage. This also applies to the situation in which a passenger does not appear at the place agreed upon with Carrier.
5. In the event that Carrier does not appear for a booked journey as agreed, 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 shall be obliged to:
 - a. follow all reasonable indications or instructions by Carrier, such as sitting in the seat indicated by Carrier;
 - b. put on a seatbelt before the journey commences.Any 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 violence, harassing, threatening, or any other improper behavior 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 arises on the part of the Carrier which 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 shall be authorized to terminate the contract. The contract may be terminated by a verbal or written notification from the passenger, and the contract shall end at the time of receipt of the notification by Carrier. In accordance 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 accordance with the stipulations of paragraph 3.
6. In the event that Passenger chooses to open the 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 shall be in cash in a legal tender generally accepted in the Netherlands, including generally recognized forms of electronic payment, unless agreed 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.
4. a. If the Passenger/Client fails to meet his/her payment obligation(s), consumer is, after the carrier has notified him/her of the late payment and the entrepreneur has given the consumer 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 entrepreneur is entitled to charge the extrajudicial collection costs incurred by him/her onto the consumer. 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 entrepreneur may derogate from the indicated amounts and percentages to benefit the consumer.
 - b. 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 from article 6:96, paragraph 4 BW and by way of derogation from 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 with 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 Passenger to read the mileage.
5. Carrier shall be obliged, as prescribed in article 1 of the Publicized maximum rates and publicized taxi transport

rates, to provide proof of payment indicating at least the information prescribed there, like price of the journey and corresponding rates, distance driven, name, address and license number of the company, license plate of the vehicle, date and start and end time of the journey.

6. 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. Carrier processes these data in accordance with the Data Protection Act.

7. If Carrier wishes to discontinue the transport fully or partially, 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.

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. pressurized gases in reservoirs;
- d. 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. 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 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 have to be transported obligatory 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 in to 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 custody fees and administration costs.

Article 11: Force majeure

1. A breach may not be attributed to Carrier if it cannot be attributed to a fault on its part, either in accordance with law, legal act or generally accepted 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.

2. In the event of force majeure, Passenger/Client shall not be entitled to compensation with the exception of the provisions of article 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 the transportation. Carrier cannot be held liable if the accident is caused by circumstances which a careful Carrier could not have avoided, and the consequences 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 delay, 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 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 defect(s).

2. In the event of complaints by Passenger, Carrier shall make every effort to handle these complaints in a serious and reasonable manner to the satisfaction of Passenger, partly in order to prevent disputes.

3. In the event that parties cannot reach settlement, Carrier should inform the complaining Passenger of the possibility of submitting such a dispute to the Disputes Committee as mentioned in paragraph 5.

4. In the event Passenger holds Carrier liable for damage, this damage should be reported as soon as possible to Carrier in writing. The nature and the extent of the damage should be indicated as an approximation.

5. 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 can be submitted by either Passenger/Client or Carrier to the Taxi Transport Disputes Committee, PO Box 90600, 2509 LP The Hague, the Netherlands.

6. Disputes will only be dealt with by the Disputes Committee if Passenger/Client has first presented his/her

complaint to Carrier.

7. If the complaint does not reach a solution then the dispute must be brought to the Disputes Committee within 12 months in writing or in another form after the date on which the consumer submitted the complaint to Carrier.

8. When Passenger 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 in writing to declare his/her agreement within five weeks. When doing so, Carrier shall notify Passenger that after the expiration of the aforementioned period, it shall feel free to submit the dispute to the ordinary court.

9. The Disputes Committee shall rule in accordance with the provisions of the regulation applicable to it. The Disputes Committee's regulations can be sent upon request. Decisions of the Disputes Committee take the form of a binding recommendation. A fee is charged for hearing a dispute.

10. The Dutch court or the aforementioned Disputes Committee is exclusively authorized to hear disputes.

Article 15: Performance guarantee

1. KNV Taxi guarantees compliance with the binding advice of the Disputes Committee Taxi Transport 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 Taxi does not provide a performance guarantee if, before the dispute has been heard by the Disputes Committee Taxi Transport 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 have in fact ended.

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 Taxi can demonstrate that the business operations have in fact ended;

3. The guarantee provided by KNV Taxi is limited to € 10,000 per binding advice. KNV Taxi provides this guarantee under the condition that Passenger/Client who appeals to this guarantee transfers (assigns) his/her claim to KNV Taxi, based on the binding decision up to the maximum amount of money paid out, simultaneously with the remuneration of his/her appeal on the performance guarantee. For larger sums, KNV Taxi has an obligation to ensure that the member complies with the binding decision. This obligation to ensure entails that the consumer is offered to also transfer his claim for the larger sums to KNV Taxi, after which this organization shall, in its own name and at the expense of KNV Taxi, take legal steps to demand fulfillment of the payment thereof to compensate the consumer or the consumer is offered the option that KNV Taxi will taken on the (extra)judicial collection proceedings in the consumer's name and at the expense of KNV Taxi, all at the discretion of KNV Taxi.

Article 16: Remaining conditions

1. KNV Taxi shall only amend these General Terms and Conditions in consultation with the Consumentenbond.

2. All Contracts of Carriage to which these conditions have been declared applicable shall be governed by Dutch law.

3. Carrier is obliged to make known the manner in which Passenger/Client can obtain a copy of these General Terms and Conditions upon request.

4. 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.