



**festival  
travel<sup>®</sup>**

**General Terms Festival Travel BV Buses 2024**

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## Article 1: Definitions

1. Customer: Person who has placed and paid for an order and other travelers on behalf of whom the customer places an order and who accept this agreement. The customer who enters into an agreement on behalf of or for the benefit of another person is jointly and severally liable for all obligations arising from the agreement in that case.
2. Identification document: Valid passport or ID card.
3. Transport ticket: Ticket to be received after payment and when bus seating arrangement has been established in combination with a valid identification document. The name and document number on the identification document must correspond to the name and document number on the ticket.
4. Traveler: Person with a valid transport ticket.
5. Bus staff: Employees of Organization, Service Provider, and Supplier.
6. Organization: Festival Travel BV.
7. Transport agreement: The agreement for the transport by bus of one or more persons, and with or without their luggage, also including a travel agreement that includes an overnight stay or a period of more than 24 hours.
8. Supplier: The party with whom Organization has entered into the Transport Agreement.
9. Service Provider: The party with whom Organization has agreed to perform catering and security services directly before, during, and after the Bus Journey.
10. Bus Journey: Journey by bus from departure station to arrival station on outbound and return journeys.

## Article 2: Product and Delivery

1. Organization undertakes to transport Passenger(s) as stated on the Transport Ticket.
2. In case of insufficient interest or changes in the composition of the bus, as well as other changes, Organization may decide to merge buses, change seating arrangements, and/or cancel the Bus Journey.
3. In the event that Organization is obliged to cancel or change the Bus Journey for the aforementioned reasons, Organization will offer an alternative.
4. If the Customer does not wish to use this alternative, the paid amount will be refunded to the Customer's account within 10 working days after notification thereof.
5. Organization cannot be held liable for any delays.
6. Customer can adjust the names of Travelers in the Festival Travel Account up to 3 weeks before bus departure. In that case, there is no change in the agreement, but we refer to a substitution.
7. The same applies if the customer wishes to resell his/her ticket(s) and wants to be replaced by a third party. In that case, there is no change in the agreement, but we refer to a substitution. The following rules/conditions apply to this substitution:
  - a. The substitute complies with all conditions attached to the agreement. - The request for substitution must be received by Organization three weeks or more before departure.

- b. In that case (with a request three weeks or more before departure), the customer will be charged 25 euros per ticket for administrative costs per conversion.
  - c. Customer can resell a one-way ticket(s) to a third party (substitution) up to 3 weeks before bus departure. Customer will be charged 25 euros per conversion for administrative costs.
  - d. The service providers involved in the execution of the trip do not object to this substitution.
  - e. A request received less than three weeks before departure will not be processed by the Organization.
  - f. The applicant, traveler, and the person replacing him/her are jointly and severally liable to the Organization for payment of the ticket (whether or not the outstanding portion) and any additional costs incurred by the substitution.
8. Obvious errors and/or mistakes do not bind the Organization. Such errors and mistakes are - from the perspective of the average Customer and/or Traveler - clearly recognizable or should be.

### Article 3: Responsibilities of Organization

1. The Bus Journey is organized by Organization.
2. If traveling with Organization leads to liability, that liability shall always be limited to the amount paid out under the liability insurance of Organization in the relevant case.
3. Organization takes care of the promotion and ticketing of the bus.
4. Service Provider provides any catering and security on the bus.
5. The Bus Journey is carried out by Supplier.
6. In the event of a complaint, the Traveler must submit this in writing to Organization within one month after the end of the Bus Journey.
7. Organization will respond to Traveler within one month after receipt of a complaint.

### Article 4: Responsibilities of Customer and Travelers

1. If the Traveler enters the bus, the Traveler must have a valid transport ticket and is obliged to comply with the bus rules.
2. Customer may be held liable for any damages caused by Travelers on the tickets purchased by Customer.
3. Customer must ensure that all Travelers in his/her group are aware of the General Terms and Conditions Bus Journeys Festival Travel BV 2024, which were agreed upon when placing the order.

### Article 5: Bus Rules

1. At the entrance of the bus, Travelers will be checked for having a ticket and a valid identification document. Also, during the Bus Journey, Travelers must, if requested, show Bus Staff their ticket and a valid identification document.

2. During the journey, Bus Staff may check Travelers for compliance with the house rules, if necessary by means of a search. Travelers must cooperate if requested. These checks are put in place to protect everyone in terms of general safety.
3. Transport tickets are seat-specific. This can be checked by means of a ticket and identification document.
4. Instructions from Bus Staff or authorized persons on the bus must be strictly followed.
5. Smoking is not allowed on the bus, including toilets and washrooms. Smoking out of the window is also prohibited.
6. Treat fellow travelers with respect. Unwanted intimacies will not be tolerated.
7. The use or possession of any weapons is strictly prohibited.
8. The consumption, use, trade, or possession of any narcotics, synthetic drugs, and/or laughing gas is strictly prohibited, except for the use of cigarettes and/or the consumption of alcoholic beverages, as permitted according to these terms.
9. It is prohibited to leave luggage in unsafe places, inadequately store it, or place it on the seating or sleeping areas of others.
10. It is prohibited to lean out of/hang out of the window.
11. It is prohibited to use the emergency brake without necessity.
12. It is prohibited to throw goods out of the window.
13. It is not allowed to bring more than 6 cans of beer with 5% alcohol, or 1 (PET) bottle of wine or other drinks with the same amount of alcohol per Traveler onto the bus. Inappropriate behavior due to alcohol consumption will not be tolerated.
14. Traveler must treat the bus interior with respect. Report will be made for damaging and/or defacing the bus interior.
15. It is prohibited to bring glassware, in any form, but consider wine and beer bottles.
16. Each traveler may bring a maximum of one suitcase or backpack, one backpack or hand luggage, and one tent.
17. If the above house rules are violated, Bus Staff and/or Organization reserve the right to apply Article 6.1.

## Article 6: Damages and Violations

1. In case of violation of the house rules, Bus Staff and/or Organization may decide to impose a fine on the violator and/or register personal data. Bus Staff and/or Organization apply the following fine rates for this:
  - a. Nuisance/disrespectful behavior, failure to follow staff instructions and/or provocations: 100 euros
  - b. Smoking: 100 euros
  - c. Spoiling the atmosphere for others: 100 euros
  - d. Hanging out of the window: 100 euros
  - e. Use of emergency brake: 250 euros
  - f. Vandalism, destruction, and/or broken windows: 250 euros
  - g. Theft: 250 euros
  - h. Drug possession above usage quantity and/or trafficking: 250 euros
  - i. Unwanted intimacies, sexual harassment and/or assault: 500 euros
  - j. Possession of weapons: 500 euros

2. In case of serious violation of the house rules, Bus Staff and/or Organization may decide to separate the violator and any involved parties, exclude them from the Bus Journey as well as from the festival, hand them over to local authorities and/or file a report with the (local) authorities. In any of these cases, no refund will be given for the costs of the Bus Journey, and the violator will have to continue the (return) journey at their own expense.
3. If a Traveler witnesses damage to the bus, to the property of fellow travelers or of Organization, or if a Traveler themselves causes such damage to the bus or the interior, the Traveler must report this immediately to Bus Staff. If desired, anonymity will be maintained.
4. The repair or replacement costs for damages caused to the bus or the interior will be recovered from the person responsible for the damage. If it is not possible to determine who caused the damage or if the damage has not been reported to Bus Staff, the costs will be divided among all Travelers in the relevant compartment.

## Article 7: Liability of Organization and Bus Staff

1. In case of damage due to injury or death of a Traveler, Organization and Bus Staff are not liable to Customer and Traveler for damage:
  - a. If the accident is caused by circumstances beyond the control of Organization and Bus Staff, which, despite the care required in the circumstances of the case, could not be avoided, and of which they could not prevent the consequences;
  - b. To the extent that the accident is due to fault of the Traveler;
  - c. If the accident is due to the behavior of a third party, which Organization and Bus Staff, despite the care required in the circumstances of the case, could not avoid, and of which they could not prevent the consequences; another company using the same railway infrastructure is not considered a third party.
2. Organization and Bus Staff are not liable to Customer and Traveler for damage resulting from the fact that Traveler has not complied with the regulations of customs or other government authorities.
3. Organization and Bus Staff are not liable to Customer and Traveler for damage due to loss, damage or delay in the delivery of luggage, to the extent that the damage is caused by fault of Traveler, by an instruction of Traveler that is not the result of fault of Organization and Bus Staff, by inherent defect of the luggage, by circumstances that Organization and Bus Staff could not avoid and of which they could not prevent the consequences, to the extent that the loss or damage is a consequence of the special risks associated with one or more of the following facts: The absence or inadequacy of packaging; The special nature of the luggage; The registration of objects as luggage, which are excluded from transport.
4. Legal claims from the transport agreement expire after one year.

## Article 8: Audio and Visual Recordings

1. Travelers acknowledge that Organization, Bus Staff, press, and any other partners are allowed to make audio and visual recordings of the Bus Journey, both on the bus

and at the departure and arrival locations. Therefore, all travelers give their consent for the registration and publication of these audio and visual recordings by participating in the Bus Journey.

2. Travelers can only be named in such recordings with their explicit consent, except for Travelers who can be considered public figures.
3. The person making the audio and visual recordings according to the aforementioned rules acquires the transferable, exclusive right to use these recordings, unlimited in time, geographic location, and form of use.
4. Organization and Bus Staff, as well as persons who have obtained permission from Organization, may use the audio and visual recordings (in particular for the promotion of bus journeys and the events to which the bus journeys go) without restriction and may copy, publish, edit, disclose, broadcast, and distribute them as often as they wish, without any obligation towards travelers.
5. Travelers and Customers have no right to any claims against Organization, Bus Staff, and other partners who have obtained permission from Organization regarding audio and visual recordings and publication thereof in the manner described above.

## Article 9: Applicable Law and Choice of Forum

1. Dutch law applies to the agreement between Organization and Customer and/or Traveler.
2. The court in Amsterdam, Netherlands, has exclusive jurisdiction to hear disputes between Traveler and Organization.

These general terms and conditions can be found on this page:  
<https://en.festival.travel/general-terms>.