

# **General Terms and Conditions**

By making a reservation, purchasing tickets, or entering our trains and/or stations (railway yards), you agree to the terms and conditions stated in this document.

Extract of the General Terms and Conditions for the delivery of services and goods by ZLSM, as filed with the Court Registry of the District Court of Maastricht under number 24/95.

## Article 1. Definitions

1. ZLSM and Miljoenenlijn:

The Stichting Zuid-Limburgse Stoomtrein Maatschappij (ZLSM), registered with the Chamber of Commerce under number 41077697, was founded with the aim of preserving Limburg's cultural railway heritage. This is done under the name 'Miljoenenlijn' – the name of the museum. The railway company operations are incorporated in the operating company Z.L.S.M.-Bedrijf B.V., registered with the Chamber of Commerce under number 14047562. The Foundation is a 100% shareholder of this operating company.

2. Client:

The natural or legal person who instructs ZLSM to provide services or goods for an individual or a group.

3. Passenger:

A person or a group of people who use the train services of ZLSM and/or who is/are present at the locations (see locations).

4. Locations:

All trains, stations, platforms, parking spaces and railway yards.

5. Additional Journey(s):

The reservation and use of additional services not included in the timetable that usually applies.



## Article 2. General

## Article 2.1. General rights and obligations

- 1. At ZLSM Dutch law and the values and principles generally applicable in the Netherlands apply.
- 2. During your visit, be considerate in terms of your own and other people's safety and property, and that of ZLSM.
- 3. Avoid dangerous situations and always treat one another with respect. Mischief, destruction, pollution, violence, unnecessary noise or other undesirable behaviour will not be tolerated.
- 4. Passengers are strictly prohibited from walking on the railway tracks.
- 5. The passenger is obliged to promptly comply with all instructions from persons identifiable as being employees of ZLSM.
- 6. Advertising, conducting surveys with members of the public, counts, collections and offering goods and services at the locations is not permitted, unless written permission has been obtained to this end from the marketing manager and/or board of ZLSM.
- 7. All passengers in the train, with the exception of accompanied children who travel free of charge (younger than 3 years of age), must have a valid transport and/or admission ticket.
- 8. In the event of an emergency or technical defect, ZLSM reserves the right to deviate from the published timetable, or to use replacement rolling stock or transport.
- 9. You enter the locations of ZLSM at your own risk. Children up to and including the age of 16 years enter the locations under the responsibility and supervision of an adult.
- 10. Smoking is prohibited in the indoor areas (including carriages and railcars) or covered locations. This also applies to the use of e-cigarettes and shisha pens.
- 11. The possession of weapons, being under the influence of alcohol and/or drugs, dealing or being in the possession of drugs, is not permitted.
- 12. The use of objects such as telephones, drones, action cameras, selfie-sticks, etc. in a dangerous and/or annoying manner, is not permitted.
- 13. Taking photos and making videos is permitted, provided this is for your own personal use.
- 14. It is possible that you, as a guest, are photographed or filmed. We reserve the right to use this footage, in which you may be visible, for publication and marketing purposes. No privacy or other rights can be derived from the images that are created and published.
- 15. To protect your safety and property and our own safety and property, camera surveillance is present at the locations.

# Article 2.2. Clothing

- 1. Swimwear may not be worn at our locations.
- 2. Nudity and bare torsos are forbidden at the locations.
- 3. Footwear must be worn in the trains.
- 4. When clothing is worn in accordance with religious practice, the rules laid down in Dutch law apply.
- 5. Additional restrictions may be imposed for reasons of safety or hygiene.

#### Article 3. Tickets



- 1. Internet orders are processed immediately after payment and you will immediately receive an email with the digital tickets (e-ticket) as an attachment.
- 2. ZLSM uses the 'Tickli' ticketing system, part of Visit Zuid-Limburg, for internet orders.
- 3. Tickli's General Terms and Conditions and Privacy Statement apply to all orders placed using Tickli.

These can be viewed at www.tickli.nl/uploads/Algemene\_voorwaarden.pdf and www.tickli.nl/uploads/Privacyverklaring\_Tickli.pdf (respectively).

- Should you have any problems with ordering tickets online, please contact Tickli Customer Service at +31 (0)43 609 8536. Available from Monday to Saturday from 09:00 to 17:00 hours.
- 5. The e-tickets are scanned at the ticket office at Simpelveld Station, or in the train by the conductor, and you will receive an authentic ticket from Miljoenenlijn.
- 6. Tickets that have been scanned are no longer valid.
- 7. Every ticket (apart from the Family Ticket) gives one person the right to access the ZLSM trains.
- 8. E-tickets for package deals can only be collected from the ticket office at Simpelveld Station.
- 9. The transport and/or admission tickets are only valid on the day or for the period shown on the relevant tickets.
- 10. The transport and/or admission tickets cannot be exchanged for cash and/or other ZLSM services.
- 11. Mislaid, lost, damaged, forgotten or stolen transport and/or admission tickets will not be replaced or reimbursed by ZLSM.
- 12. Tickets purchased from ZLSM by third parties could potentially be resold at a price that is higher than the original price. ZLSM disapproves of acts of this type. It is always best to purchase tickets from the official points of sale.
- 13. ZLSM is not responsible for tickets that have come into the possession of passengers from channels other than the usual sales channels. Used and unused transport and/or admission tickets may not be sold or resold.

# Article 4. Terms and conditions of delivery – Special Reservations and Groups

# Artikel 4.1. General

- 1. Special Reservations and Groups is understood to mean: additional journeys, group reservations and reservations by travel organisations and coach companies.
- 2. The client is obliged to immediately compensate for loss/damage caused by itself or by persons belonging to its group, and the resulting direct and indirect costs.



#### Article 4.2. Advance payment on delivery

- 1. ZLSM is entitled to ask the client to make an advance payment on the agreed amount, up to no more than 50% of the amount payable.
- 2. The final settlement takes place on the day of the visit, at the ticket desk at Simpelveld Station, unless agreed otherwise in writing.

## Article 4.3. Price and rate changes

- 1. Goods and services are delivered by ZLSM at the price listed in the timetable, on price lists and elsewhere, for the year in which the aforementioned timetables and price lists are in effect.
- 2. Transport rates and/or prices that differ from the foregoing only apply if they are confirmed in writing by ZLSM prior to the services being provided.
- 3. In the event of a rate increase to take effect in the subsequent year, the client is entitled to cancel an agreement already entered into free of charge within one month after notification of the changed rates/prices. The client is then entitled to a refund of the advance payments that have already been made.

#### Article 4.4. Cancellations

- 1. If the client cancels the agreement for a reason other than the reason stated in article 5, the following cancellation costs are payable:
  - a) More than 30 days before delivery: free of charge
  - b) As from 30 and more than 10 days before delivery: 10% of the agreed price
  - c) As from 10 and more than 2 days before delivery: 25% of the agreed price
  - d) Less than 48 hours before delivery: 50% of the agreed price
  - e) During the delivery: the agreed price in full
- 2. Cancellation can only take place in writing, prior to commencement of delivery, and takes effect after confirmation by ZLSM.

#### Article 5. Liability of ZLSM

- Within the bounds of the Civil Code, Railway Legislation (Spoorwegwetgeving) and the Passenger Transport Act (Wet Personenvervoer), ZLSM is liable for the loss/damage caused by the employees of ZLSM.
- 2. ZLSM is not liable for loss/damage resulting from delays and/or the cancellation of organised journeys other than up to the amount already paid for the journeys in question and substantiated by supporting documents.
- 3. ZLSM is then only liable for damage to the passenger's clothing and luggage if the passenger is able to demonstrate the fault of ZLSM or its employees.



- The liability of ZLSM for loss/damage to the passenger's clothing and/or luggage is in all cases limited to a maximum of € 50.00 per item of clothing/piece of luggage, up to a maximum of € 500.00 per passenger.
- 5. The passenger must report the loss/damage to ZLSM within 48 hours after the end of the journey in question, outlining the nature and scope of the damage.

# Article 6. Events

- 1. An additional admission fee may be charged for events or for certain sections of the event site.
- 2. A maximum number of tickets will be available for events (once sold out, no more tickets are available).
- 3. All orders for tickets for events are dealt with on a 'first come, first served' basis.
- 4. Complaints concerning an alleged incorrectly handled order will be dealt with up to 3 weeks after the complaint has been received.
- 5. If stated, e-tickets must be exchanged at our checkout for wristbands. Visitors must wear these wristbands around their wrists in order to gain access to the premises of ZLSM.
- 6. Admission tickets (apart from 'platform tickets') give visitors the right to access all ZLSM stations, participate in the available activities and travel on all ZLSM trains.

# Article 7. Disputes

Any disputes between the client/passenger and ZLSM shall be referred solely to the competent judge at the District Court of Limburg, venue Maastricht.



#### **Privacy statement**

We respect the privacy of our passengers and ensure that the personal information that you provide us with is treated confidentially. Our employees and volunteers are aware of the strict handling of privacy sensitive information. Personal data are processed in a way that is fully in line with the requirements laid down in the Personal Data Protection Act (*Wet Bescherming Persoonsgegevens*).

When you place an order, you provide the Zuid-Limburgse Stoomtrein Maatschappij with personal data. We process these data in order to enter into and execute agreements concerning legal services and to manage the resulting relationships, including carrying out activities which focus on increasing the customer base.

The data are intended for internal use only and are not made available to third parties.

We reserve the right to amend this privacy statement. Changes will be published on the website www.miljoenenlijn.nl.

Additions to this privacy statement relating to (the use of) our website can be found on our website www.miljoenenlijn.nl.

We hope you have an enjoyable and pleasant visit to the Miljoenenlijn!

Board and volunteers of ZLSM

Zuid-Limburgse Stoomtrein Maatschappij Operator of De Miljoenenlijn Stationstraat 20 6369 VJ Simpelveld The Netherlands

The General Terms and Conditions and the Privacy Statement can be viewed at the ticket office at Simpelveld Station and can be found on our website at www.miljoenenlijn.nl/algemene-voorwaarden.

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