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I. Agreement for Services – Relief Captain (Freelancer)

1. Parties

Client

Name: [CLIENT NAME]

CoC number: [CLIENT CoC]

VAT number: [CLIENT VAT]

Address: [ADDRESS, POSTCODE, CITY, COUNTRY]

Contact person: [NAME / FUNCTION]

Hereinafter referred to as: **Client**

Contractor

Ramon Beerens – Schipperhuren.nl

Address: Wielstraat 35, 6658 BB Beneden-Leeuwen, Netherlands

CoC number: 75954109

VAT number: NL 003 028 871 B47

Email: info@schipperhuren.nl

Phone: +31 (0)6 83346307

Hereinafter referred to as: **Contractor**

2. Preamble

- The Client is the owner or operator of the vessel [type] [name], an inland vessel as referred to in Article 8:3 of the Dutch Civil Code;
- The Contractor is registered at the Dutch Chamber of Commerce as a self-employed relief captain;
- The parties wish to cooperate solely on the basis of a contract for services (Article 7:400 et seq. of the Dutch Civil Code) and not under an employment contract;
- This agreement is based on the Dutch Tax Administration's approved **model contract Relief Captain** (no. 910215863210, dated 9 November 2021). The Tax Administration no longer assesses new model contracts as of 6 September 2024; existing model contracts may be used until **31 December 2029** provided that the parties actually comply with their terms ;
- The parties acknowledge that full enforcement of the DBA Act resumed on 1 January 2025 and will regularly evaluate their cooperation using tools like the web module;
- Payment will be made exclusively by invoices issued by the Contractor;
- The Contractor is solely responsible for remitting taxes, social premiums, and VAT to the tax authorities.

3. Article 1 – Assignment, duration, and work

1. **Work and period:** The Contractor will serve as relief captain/master aboard the Client's vessel during the period [**start date – end date**] as specified in Annex A.
2. **Scope of work:** Activities include safe navigation, supervising the crew, complying with safety regulations (ADN, occupational health and safety, ISGINTT), maintaining

equipment, and reporting. The Contractor determines independently how to perform the work and uses his own work clothing and personal tools when necessary. Navigation and vessel equipment are provided by the Client.

3. **Assessment of the relationship:** The parties will periodically, at least after completion of each assignment, verify that their cooperation complies with the DBA Act, using the web module if needed. Adjustments will be made in writing.
4. **Autonomy:** The Client acknowledges that the Contractor has ultimate authority onboard. There is no hierarchical relationship; the Contractor decides his own working hours (in consultation) and how to perform the work.

4. Article 2 – No employment relationship (DBA Act)

1. **No employment:** This agreement is not an employment contract under Article 7:610 of the Dutch Civil Code. No salary, holiday pay, continuation of payment during illness or holidays, or obligation for personal work; the Contractor may be replaced.
2. **Model contract validity:** The parties act in accordance with the approved Relief Captain model contract. They acknowledge it is valid until **31 December 2029**.
3. **Freedom of performance:** The Contractor works independently, determines his schedule in agreement with the Client, and may simultaneously work for other clients. There is no instruction hierarchy other than instructions about the result and safety regulations.
4. **Regular assessment:** The parties will review the working relationship regularly. If it appears a (fictitious) employment arises, they will adjust or end the cooperation.

5. Article 3 – Performance of the agreement

1. **Autonomous performance:** The Contractor operates without authority, manages the assignment independently, and can determine the manner of performance, subject to agreed results and safety.
2. **Client obligations:** The Client shall ensure the vessel, crew, and documents comply with legal requirements and staffing. The vessel must be fully covered under Hull (Casco) and P&I insurance; the relief captain will be added as a co-insured. The Client will provide all information relevant to safe performance in advance: crew schedule, technical condition, and functioning of critical equipment. Any known defects, understaffing, or safety risks must be reported upon signing the agreement.

Transport to the vessel: The Client ensures the Contractor can reach the vessel. The Contractor may use any necessary and customary transport (car hire, taxi, bus, train, etc.). The Client provides or reimburses these means. The Contractor will take reasonable steps to limit costs.

3. **Safety standards:** The vessel will not sail understaffed, exceed permitted sailing hours, or sail with defective vital equipment or incompetent crew.
4. **Reporting defects:** Upon noticing non-compliance with safety, technical, or staffing requirements, the Contractor will immediately inform the Client in writing (email or report).
 - o **Immediate safety and crew issues:** If there is understaffing or other severe safety non-compliance, the Client must rectify this **immediately**. The vessel may not sail until the issue is resolved.

- **Other defects:** For less critical technical or administrative defects, the Contractor allows a maximum 24-hour repair period (unless a different written period is agreed).

If the Client fails to remedy, the Contractor may stop sailing or disembark, while maintaining the right to payment for worked days and incurred costs.

5. **Insurance evidence:** Before the assignment begins, the Client must provide written proof that the relief captain is added as co-insured on the hull and P&I policies (name of insurer, policy number, coverage).
6. **Indemnification:** The Client indemnifies the Contractor against consequences of stopping or terminating due to unsafe conditions.
7. **Consultation:** The parties agree to consult in good faith to find mutually acceptable solutions in case of changes, termination, or unforeseen situations.

6. Article 4 – Fees, costs, and payment

1. **Fee:** The agreed rate is € [amount] per [day/hour/half-day], excluding VAT. For transparency with the forthcoming VBAR law, an hourly rate of € [amount] per hour is also stated. The parties declare this fee is market-based and (where applicable) exceeds the threshold for the presumption of employment .
2. **Travel and expenses:** The Client reimburses all travel costs, including international travel (flights, trains, overnight stays) and reasonable pre-approved expenses such as ferry tolls. The Contractor will keep these costs reasonable.
3. **Invoicing:** The Contractor invoices per assignment or monthly. Invoices meet Dutch VAT and commercial requirements and are payable within 14 days from the invoice date.
4. **Interest and costs:** Late payment incurs statutory commercial interest and extrajudicial collection costs per the Dutch Voorwerk II guidelines.
5. **Suspension and illness:** The Contractor may suspend work if invoices remain unpaid. In the event of illness or inability of the Contractor, no payment is due unless the Contractor provides a substitute (see Article 5).
6. **Meals on board (menage):** During the assignment, the Client provides or reimburses the menage (food on board) for the Contractor. Menage includes food only; drinks are excluded.

7. Article 5 – Replacement

1. **Appointing a substitute:** The Contractor may appoint a qualified substitute with comparable credentials. The Client will be notified in advance and may refuse the substitute only for serious reasons.
2. **Transfer of the assignment:** Upon handover, the substitute takes over the contract directly from the Client. The Contractor is no longer responsible for instructions or payments once the substitute starts.
3. **Complete takeover:** As soon as the substitute starts, the original assignment to the Contractor ends entirely, and responsibility and execution fully transfer to the substitute.

8. Article 6 – Termination during performance

1. **Termination and cancellation:** Both parties may terminate the agreement in writing or electronically. Cancellations must be in writing.
2. **Cancellation before start:** Cancellations by the Client before commencement trigger compensation according to Article 7 of the General Terms (cancellation scheme).
3. **Termination during execution:** If the Client terminates the agreement during performance without the Contractor being at fault (e.g. due to lack of work), the Contractor is entitled to payment for worked days and costs plus **50 % of the fee for the remaining agreed period** as compensation for lost income. If termination is due to the Contractor's own fault, only performed work and costs are payable.
4. **Insurance evidence:** The Client must provide the insurance proof before start. If this is not available or is revoked, the Contractor may refuse or cease the assignment while keeping the right to payment.
5. **Mediation:** In case of dispute, the parties will first attempt mediation or a settlement before going to court.

9. Article 7 – Liability and insurance

1. **Limitation of liability:** The Contractor is not liable for damage to vessel, cargo, crew, or third parties, except in cases of intent or wilful recklessness.
2. **Hull and P&I coverage:** The Client ensures the vessel is fully insured for hull and P&I and that the hired **relief captain** is included as co-insured under these policies. The Client indemnifies the Contractor against third-party claims arising from the assignment, except for intent or wilful recklessness by the Contractor.
3. **Contractor's business liability:** The Contractor holds his own Business Liability Insurance (AVB) independent of the hull and P&I insurances.
4. **No liability cap:** There is no contractual liability cap.

10. Article 8 – Force majeure

1. **General:** The parties are not liable for failures caused by force majeure, including illness, family emergencies, obstructions, governmental measures, or technical defects beyond their control .
2. **Travel delays from abroad:** The Contractor normally travels at least two days before commencement. If travel from abroad is delayed (e.g. due to flight delays, cancellations, visa or border issues) and the Contractor cannot be onboard on time, this constitutes force majeure. **The Client must find a suitable solution; the Contractor is not liable and does not need to propose alternatives.** All travel costs remain for the Client's account, subject to reasonable control.
3. **Notification:** The party invoking force majeure will notify the other party promptly. Both parties will take measures to minimise effects.
4. **Compensation:** The Contractor is entitled to reimbursement of work performed and costs incurred up to the moment of force majeure.

11. Article 9 – Confidentiality and privacy (GDPR)

1. **Confidentiality:** Both parties will treat confidential information about each other's business, staff, clients, and contracts discreetly, except when required by law.
2. **GDPR and privacy statement:** Schipperhuren.nl processes personal data solely in accordance with the EU General Data Protection Regulation (GDPR). Annex B contains a privacy statement describing what personal data are processed and how long they are kept.
3. **Use of personal data:** Personal data are used only for administrative and legal purposes and are not retained longer than necessary.
4. **Data subject rights:** The Client and affected individuals have the right to access, correct, and erase their data. Requests can be sent to info@schipperhuren.nl.

12. Article 10 – Applicable law, mediation, and disputes

1. **Applicable law:** Dutch law exclusively applies to this agreement.
2. **Mediation:** The parties will first attempt to resolve any disputes amicably or through mediation.
3. **Competent court:** Unresolved disputes will be submitted exclusively to the District Court of Gelderland, Arnhem location.

13. Article 11 – Commencement and amendment

1. **Commencement:** This agreement takes effect on the date of signing by both parties.
2. **Amendments:** Amendments or additions are valid only if set out in writing and signed by both parties, with clear date of modification.
3. **Future legislation:** The parties recognise that future laws (e.g. VBAR) may affect their relationship and will amend the agreement accordingly if required.

14. Signatures

Signed at [location], on [date]:

Client

Name / Position / Signature

Contractor

Ramon Beerens – Schipperhuren.nl

Signature: _____

15. Annex A – Specification, remuneration, and certificates

Fill in these details for each assignment; they form an integral part of the agreement.

Specification of work and period

- **Vessel name / type:** [e.g., MT “River Queen”, tanker]
- **Assignment period:** [e.g., 1 Nov 2025 to 14 Nov 2025]
 - Start on: [date]
 - Ends on: [date]
- **Work:**
 - Navigation and piloting (including docking and undocking).
 - Supervising crew and ensuring compliance with ADN, safety and ISGINTT regulations.
 - Maintaining and technically monitoring the vessel.
 - Administrative tasks (logbook, reporting).
- **Fee:** € [amount] per [day/hour/half-day] (excl. VAT).
- **Travel costs:** paid entirely by Client.
- **Menage:** food on board is reimbursed; drinks are excluded.

- **Payment:** invoicing after completion or monthly; payment within 14 days.

Qualifications and certificates

Document/certificate	Expiry date
Inland Navigation Licence AB
Rhine Patent up to Iffezheim
VCA (Safety Basics)
First Aid & Emergency Response (BHV)
ADN B/G (Dangerous Goods)
Radar Certificate
VHF Radio Operator Certificate

II. General Terms – Relief Captain – Schipperhuren.nl

1. Definitions

- **Contractor:** Ramon Beerens, doing business as Schipperhuren.nl, CoC 75954109.
- **Client:** Any individual or legal entity entering into a contract for services with the Contractor.
- **Agreement:** The agreement for services between the parties relating to relief work, including these general terms.
- **Vessel:** The inland vessel on which the work is performed.
- **Model contract:** The approved Relief Captain model contract (no. 910215863210).
- **Hull insurance:** Insurance covering damage to the vessel.
- **P&I insurance:** Protection and Indemnity insurance covering liabilities to third parties and cargo.
- **AVB:** The Contractor's business liability insurance.
- **ADN, Arbo, ISGINTT:** Relevant safety regulations for inland shipping.

2. Applicability

1. These terms apply to all assignments between the parties and any future assignments unless otherwise agreed in writing.
2. By signing the agreement, the Client acknowledges and accepts these terms.
3. Deviations are valid only if explicitly agreed in writing by both parties.
4. Should a provision be null or void, the other provisions remain fully in force; parties will agree on a new provision reflecting the original intent.
5. The latest version of these terms is available at www.schipperhuren.nl or by email.

3. Performance of the agreement

1. The Contractor performs the assignment as an independent professional and uses his own work clothing and personal tools; navigation and vessel equipment are supplied by the Client.
2. The Client ensures the vessel and crew comply with all legal and safety standards, provides insurance evidence, and supplies all information needed for safe execution (crew, technical condition, etc.). The Client ensures the Contractor can reach the vessel and reimburses necessary travel costs.
3. No sailing with understaffing, exceeding sailing hours, or defective/unsafe equipment.
4. The Contractor reports unsafe situations to the Client. Immediate defects must be repaired at once; lesser defects within 24 hours or as agreed. Failure to remedy allows the Contractor to suspend or terminate the work while retaining payment for worked days and costs.
5. The Client indemnifies the Contractor for damages resulting from suspension or termination due to unsafe circumstances.
6. **Consultation:** Parties will always aim to solve problems, amendments, or unforeseen circumstances through mutual consultation.

4. Fees, invoicing, and payment

1. The fee is agreed per hour, half-day, or day, and noted in the agreement; an hourly rate is specified for VBAR transparency.
2. Invoices are issued per assignment or monthly and must be paid within 14 days.
3. Interest and collection costs apply after the payment term.
4. **Menage:** The Client provides or reimburses food on board; drinks are excluded.
5. Travel and necessary expenses are reimbursed; work may be suspended in case of payment arrears.

5. Replacement

1. The Contractor may appoint an authorised substitute; the Client may reject only for valid reasons.
2. Once the substitute starts, he contracts directly with the Client; the Contractor bears no further responsibility.
3. Any issues with the substitute are resolved between the substitute and the Client.

6. Liability and insurance

1. The Contractor is liable only for damage caused by intent or wilful recklessness.
2. The Client ensures the vessel has hull and P&I insurance and includes any hired relief captain as co-insured.
3. The Client must provide proof of insurance before the assignment; failure entitles the Contractor to refuse or terminate while retaining payment.
4. The Client indemnifies the Contractor against third-party claims.
5. The Contractor has an independent AVB insurance, separate from the vessel policies.
6. No contractual liability cap applies.

7. Termination / cancellation

1. Both parties may terminate the agreement in writing.
2. Cancellation by the Client before commencement:
 - up to 30 days: 25 % fee;
 - up to 15 days: 50 %;
 - up to 7 days: 75 %;
 - within 7 days: 100 %.
3. Termination during performance without fault of the Contractor: reimbursement of worked days and costs plus 50 % of the fee for the remainder of the contract.
4. Cancellations must be submitted in writing.

8. Force majeure

1. No liability in case of force majeure (illness, obstructed routes, government measures, etc.).
2. Travel delays from abroad are considered force majeure; the Client must find a solution and covers travel costs.
3. Notification of force majeure is required promptly, and efforts must be made to mitigate consequences.
4. Work done up to force majeure and costs incurred must be paid.

9. Confidentiality and privacy (GDPR)

1. Confidential information obtained during the assignment is kept confidential.
2. Personal data are processed under the GDPR; see Annex B for details.
3. Data are used only for administrative and legal purposes and stored no longer than necessary.
4. Individuals may request access, correction, or deletion of their data.

10. Applicable law and competent court

1. Dutch law applies to the agreement and these terms.
2. Disputes are first dealt with through mediation or amicable settlement.
3. Unresolved disputes go to the District Court of Gelderland, Arnhem location.

11. Final provisions

1. These terms apply to future assignments with Schipperhuren.nl.
2. The latest version is available at www.schipperhuren.nl or upon request.
3. These terms take effect upon signing the agreement.

Annex B – Privacy statement

Schipperhuren.nl processes personal data such as name, address, contact details, and sailing data solely to perform the agreement, issue invoices, and comply with legal requirements. Data are not retained longer than necessary and are not shared with third parties without consent. Data subjects have the right to access, rectify, and delete their data and can submit a request to info@schipperhuren.nl.