

General Terms and Conditions of Contract and Travel for Group Tours

These General Terms and Conditions of Contract and Travel (GTC-CT) govern the legal relationship between you and EUROBUS and are an integral component of your group travel agreement with the Tour Operator. Any specific provisions in the agreement between the Customer and EUROBUS have priority over these General Terms and Conditions of Contract and Travel.

1. Subject of the Agreement

The Tour Operator undertakes to render the desired service in accordance with the publicised offer and / or order confirmation. The Customer will bear any additional costs that may result from any supplementary services.

2. Quotation

We will charge the following fees for the preparation of your quotation:

- 2.1 Quotations for charter coaches without third-party services** free of charge
2.2 Download of standard quotation from our website or quotation provided by one of our consultants free of charge
2.3* Provisional reservation for package offers * CHF 100

* The fee for a provisional reservation will be credited to you in the event of a firm booking. All services and data are subject to availability. The option period in the event of a provisional booking is 14 days unless agreed otherwise. Without a firm booking your entitlement to the services and to a refund of the option fee will lapse.

3. Booking

You may make a booking in writing, by telephone or in person. The contract between you and EUROBUS will come about with your service order, i.e. through acceptance of the offer. You may also place a legally valid order by email.

4. Prices

Prices are contained in the publicised offer or quotation. Please note the section entitled «Included Services».

4.1 Driver's expenses

The expenses for the driver's subsistence and accommodation (single room with shower/WC) must be borne by the Customer. However, these are usually covered by the host hotel owner/landlord from a minimum of 20 participants. Otherwise you will be charged the following rates: Meal: CHF 25.-, overnight accommodation: CHF 150.-

4.2 Night supplements

We will charge a night-time supplement of CHF 50.-/hour for night-time work from 9.00 p.m. until the coach is discharged (unless indicated otherwise in the quotation / order confirmation).

4.3 Overtime

If the driver works longer than the period mentioned in the order confirmation we will charge overtime of CHF 80.-/hour.

4.4 Gratuities

Gratuities are a component of the driver's remuneration. You are free to show your thanks for the attentive assistance of our drivers (and attendants) in the form of a gratuity.

4.5 Tolls/road charges/fuel supplement

Our prices include the Swiss commercial vehicle toll. Foreign road charges will be invoiced to you separately. We reserve the right to charge an appropriate supplement in the event of a substantial increase in the price of fuel.

4.6 Corkage

You may bring your own food and drink and of course use the facilities on our coaches. In this case we will charge a corkage fee of CHF 50.- per coach and order.

4.7 Damage to coach / cleaning

The full repair amount plus an administrative fee of CHF 100.- will be invoiced for any wilful damage caused to the coach. We will invoice the appropriate costs for cleaning any substantial mess caused by passengers to the interior of the coach.

4.8. Second driver / working and rest time regulation

We comply with the applicable working time regulations for drivers of passenger vehicles in the interests of your safety. If the working time regulations cannot be observed we will deploy a second or substitute driver. The costs for this will be included in your quotation.

Maximum working hours

The maximum working time is 15 hours from/to the EUROBUS garage, including coach preparation, cleaning etc. Please calculate a maximum of 14 hours from/to place of embarkation for a driver's working day.

Rest times

Uninterrupted rest time:

11 hours within a 24-hour period, in exceptional cases at least 9 hours.

Driving breaks

At least 45 minutes after a maximum driving time of 4.5 hours.

Maximum driving time per day

9 hours

5 Price Increases

EUROBUS may increase the agreed prices retroactively in the following exceptional circumstances:

- Retroactive price increases for individual demand charges
- Newly introduced or increased state levies (e.g. fuel surcharges, VAT rate)

6. Additional Services

In addition to providing the publicly offered services, EUROBUS also offers the following services against payment:

6.1 Participation in your meetings for the purpose of presenting or coordinating your event.

Remuneration per working hour CHF 100.-

Remuneration per hour's journey to the meeting location each way CHF 50.-

6.2 Tour guide services 1/2 day CHF 300.-

6.3 Tour guide services 1 day CHF 600.-

The prices for the above-mentioned services do not include expenses. Please note that our tours are usually without a guide. You will be accompanied by local guides on various visits and guided activities on offer.

7. Terms of Payment

7.1 Payment in advance

All package bookings are subject to an advance payment of 100% of the base service. Following the event you will receive a detailed final invoice with a total balance less any payments already made. EUROBUS expressly reserves the right to request differing terms of payment.

7.2 Non-payment or delayed payment

If EUROBUS does not receive payment in due time it is entitled to refuse to provide the services and to withdraw from the contract. Any cancellation costs will be demanded from the Customer in accordance with sections 8 and 9.

8. Complete Cancellation of Charter Tours (coach service only, excluding third-party services)

Should you have to cancel the tour following a firm order costs will be incurred as a percentage of the minimum expected coach revenues plus any organisational supplements:

up to 20 days before tour commencement CHF 80.-

up to 10 days before tour commencement 10%

up to 4 days before tour commencement 20%

3 to 1 days before tour commencement 75%

0 days = no show 100%

9. Complete Cancellation of Package Offers by the Customer

Complete cancellation of your contract must be submitted in writing (letter or email). All documents already received must be included. The cancellation of your contract will only be legally valid when all the above-mentioned documents have been received. The arrival of your written declaration at your booking agency during normal working hours determines whether the cancellation date has been observed. The next working day following Saturdays, Sundays and public holidays is considered the valid date. EUROBUS will charge the following cancellation costs in the event of complete cancellation by the Customer:

9.1 Half-day or full-day programme CHF 200.- charge

plus the following cancellation costs:

60-15 days before departure 10%

14-08 days before departure 30%

07-02 days before departure 80%

01-00 days before departure 100%

9.2 Multi-day programme

plus the following cancellation costs: CHF 200.- charge

60-15 days before departure 30%

21-08 days before departure 50%

07-02 days before departure 80%

01-00 days before departure 100%

The cancellation costs are calculated as a percentage of the current total order volume immediately prior to the time of cancellation. Any additional charges made by third parties will be charged on to the Customer.

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Part-cancellation of Package Offers by the Customer (Change in number of participants or to programme)

Important: You must inform your booking agency in writing if you make any changes. Our travel agents will confirm the change to you in writing. The arrival of your written declaration at your booking agency during normal working hours determines whether the change or part-cancellation date has been observed. The next working day following Saturdays, Sundays and public holidays is considered the valid date.

10.1 Part-cancellation through change in number of participants

The first change in the number of participants up to 15 days before the tour is free of charge provided the new valid number of participants does not deviate from the originally confirmed number of participants by more than 10%. Increases in the number of participants are always free of charge provided the required capacity (coach size, restaurant etc.) is available.

Cancellation costs will be calculated in accordance with sections 9.1 and 9.2 of these GTC-CT for each person cancelled. The average price per person immediately prior to the cancellation will determine how the costs are calculated. Any additional charges made by third parties will be charged on to the Customer.

10.2 Part-cancellation through programme change

We will charge the following fees in the event of a change to the order / programme following confirmation:

Programme or date change by the Customer CHF 50.– for each change

EUROBUS will also invoice the cancelled services in accordance with sections 9.1 and 9.2 of these GTC-CT if the programme or date change is communicated less than 61 days prior to the event.

10.3 Absence, late arrival, no-show or premature termination caused by the Customer

In such cases the Customer will bear any additional costs incurred besides the cancellation costs in accordance with section 9. The Customer will not be entitled to reimbursement.

11. Programme Change by EUROBUS

11.1 Prior to conclusion of the contract

EUROBUS reserves the right to change brochure details, service descriptions and prices prior to your booking. Should this be the case, your booking agency will provide information about such changes prior to conclusion of the contract.

11.2 Following conclusion of the contract

EUROBUS reserves the right to change the tour programme or individual agreed services if unforeseen or unavoidable circumstances make this necessary. EUROBUS will make every effort to offer you equivalent substitute services and will inform you as soon as possible about such changes.

11.3 Your rights in the event of a change in contract following conclusion of the contract

You will have the following rights if the programme change or the change to individual agreed services results in a substantial change to a fundamental contractual element or if the price increase is more than 10% of the package price:

- You may accept the change in the contract.
- You may give written notice of termination of the contract within 5 days of receipt of our notification.
- EUROBUS will make every effort to offer you an equivalent substitute service.

If you fail to give notification within the above-mentioned period it will be deemed that you accept the change.

11.4 Your rights in the event of a change to the programme and service failure during the tour

Should a programme change be made during the tour that affects a substantial part of the tour, EUROBUS will reimburse any difference between the agreed and the actual price of the services rendered.

12. Cancellation by EUROBUS

12.1 Failure to reach minimum number of participants

If fewer people participate in a tour than the publicised minimum number of participants the tour may nevertheless be conducted. EUROBUS will in any case invoice the minimum number of participants in accordance with the publicised offer or confirmation. However, EUROBUS will be entitled to refuse to conduct the tour for safety, technical or logistical reasons. In this case the Customer is not entitled to reimbursement and the entire tour price must be paid.

12.2 EUROBUS is entitled to cancel the tour if the Customer provides reasonable grounds for this through actions or omissions. The right to claim damages is excluded in this case.

12.3 Strikes, force majeure

If a tour is endangered or made impossible as a result of violence, weather and natural conditions, official actions or security risks, EUROBUS may cancel or prematurely terminate the tour or parts thereof. In such an event EUROBUS will inform you of this as quickly as possible and will make every effort to offer an equivalent substitute service. Any further claims are excluded. In such cases where your programme is cancelled, EUROBUS may invoice expenditures for services which it can prove it has rendered.

13. Liability

General: EUROBUS will refund the value of agreed services which have not been rendered provided the operator has not been able to render an equivalent substitute service. EUROBUS is a member of the Guarantee Fund of the Swiss Travel Industry. We meet the requirements specified by the foundation with regard to professional expertise and solvency.

13.1 Material and financial damage

EUROBUS' liability in the event of material and financial damage is limited to a maximum of twice the tour price except when the damage was caused through intention or gross negligence. We do not assume any liability for valuables.

13.2 Personal injury

EUROBUS is liable in accordance with legal provisions for personal injury resulting from non-fulfilment or insufficient fulfilment of the contract. EUROBUS reserves the sole right of redress insofar as damage was caused by other service providers.

13.3 Disclaimer

Any liability on the part of EUROBUS is excluded in the following cases:

- Minor fault on the part of EUROBUS or its support staff.
- When services are rendered by third-party service providers: EUROBUS is entitled to make use of the services of third-parties in order to ensure that the best possible services are rendered. The Customer automatically consents to this. EUROBUS is not liable for the actions, mistakes or omissions of third-party service providers.
- In the event of failures on the part of the Customer prior to or during the tour.
- In the event of unforeseen or unavoidable omissions by a third party who is not involved in rendering the contractually agreed service.
- In the event of force majeure or an event that EUROBUS, the travel agent or service provider could not foresee or avoid in spite of due care being exercised.
- Certain events may be associated with specific risks or may call for special physical requirements. You book such events at your own risk. We decline any liability for them. Any liability for damages on the part of EUROBUS is excluded in such cases.

14. Applicable Law and Place of Jurisdiction

Swiss law will be applicable to all legal relationships between you and EUROBUS. It is agreed that the exclusive place of jurisdiction for all legal action brought against EUROBUS will be Windisch.

Windisch, January 2012

