

General Contractual and Travel Conditions (GCTC)

Group Travel & Charter

EUROBUS

The existing general contractual and travel conditions regulate the legal relationships between yourself and EUROBUS and they are an integral part of your group travel arrangements with the operator. Special regulations in the agreement between the customer and EUROBUS have priority over these general contractual and travel conditions.

1. Contractual object

The operator undertakes to render the desired service in compliance with the tender and / or the order confirmation. The customer shall bear all possible additional costs arising from additional services.

2. Offer

We shall collect the following fees to prepare your offer:

2.1 Offers for charter buses without third-party services
Free of charge

2.2 Download standard offers from our homepage or request standard offers from one of our consultants.
Free of charge

2.3* Provisional reservation for arrangement offers

* CHF 100 –

* The provisional reservation fee will be reimbursed to you upon a definitive booking. All services and dates depend on availability. The option period for provisional reservations is 14 days unless otherwise agreed. If no definitive booking is made within the deadline, your entitlement to services and to the reimbursement of the option fee shall no longer be valid.

3. Reservation

You can make your reservation in writing, by phone or in person. The contract between yourself and EUROBUS shall be concluded with your service mandate or in other words upon acceptance of the offer. You can also send your order via email.

4. Prices

The prices are indicated in the tender resp. the offer. Take note of the article «services included».

4.1 Chauffeur expenses

The chauffeur's catering and accommodation expenses (single room with shower/WC) shall be covered by the principal. However, as a rule they will be assumed by the hosting hotelier/landlord for 20 or more participants. Otherwise the following rates will be charged: Meal: CHF 25 –, overnight stay: CHF 150 –

4.2 Night surcharges

Night time missions will be charged a night surcharge of CHF 50–/hour from 9 PM until the release of the bus. (unless otherwise agreed in the offer/order confirmation).

4.3 Additional hours

If the chauffeur's mission extends beyond the period of time mentioned in the order confirmation, we shall charge CHF 90 – per additional hour.

4.4 Gratuities

Gratuities are a salary component of the chauffeur. The estimate amounts to CHF 35 – per day and CHF 12 – per city transfer. We take the liberty of charging the minimum estimate in case of non-receipt.

4.5 Heavy goods vehicle traffic (LSVA)/road charges/fuel surcharge

The performance-based charge on heavy goods vehicle traffic, is included in our prices. You will also be charged foreign road charges. In case of a massive increase in fuel prices, we reserve the right to demand an appropriate surcharge.

4.6 Organisational surcharge

We are happy to carry out all reservations with other services providers on your behalf for a modest fee of CHF 35 – per reservation.

4.7 Corking fee

You can bring your own drinks and meals and you can of course use our bus infrastructure. We take the liberty to charge a corking fee for this of CHF 50 – per bus and per order.

4.8 Damages to the bus / cleaning

Wilful damage to the bus shall be charged in line with the repair bill plus an administration cost of CHF 100 –. The costs for cleaning heavy soiling (interior), which were caused by the passengers, shall be charged by us accordingly.

4.9. Second chauffeur / work and rest period regulation (ARV)

For your safety, we shall adhere to the valid work and rest period regulation for professional chauffeurs. If the (AVR) is not be complied with, we will take the liberty to employ a second chauffeur or a replacement chauffeur. You will see the costs for this in your offer.

- Maximum working time: The maximum working time amounts to 15 hours from/until EUROBUS garage, incl. Bus preparation, cleaning etc. please calculate as max. 14 hours from/until the start of your trip for a chauffeur's working day
- uninterrupted rest period: 11 hours within 24 hours, in exceptions at least 9 hours
- rest breaks: Rest break of at least 45 minutes after a maximum of 4.5 hours
- Maximum rest break per day: 9 hours (2x per week 10 hours)
- Night drives with single crew between 10 PM and 6 AM for a maximum of 3 hours rest break in one stretch

5. Price increase

EUROBUS can subsequently increase prices in the following exceptional cases:

- a) Subsequent price increases for individual service prices
- b) Newly introduced or increased government charges (e.g. fuel surcharges, VAT rate)

6. Additional services

In addition to providing the tendered services, EUROBUS also provides the following services for a fee:

6.1 Participation in your meetings for the presentation or coordination of your events. Compensation per working hour CHF 100 – remuneration per hour of driving to your meeting place and back CHF 50 –

6.2 Tour guide 1/2 day CHF 300 –

6.3 Tour guide 1 day CHF 600 –

The above-mentioned prices do not include additional expenses. Please note that our trips are normally unaccompanied. For various tours and accompanied activities as part of the offer, you will be welcomed by guides on-site.

6.4 Animals

It is not authorised to bring animals on our buses.

7. Payment conditions

7.1 Advance payment

An advanced payment of 100% shall be required for all arrangement bookings for the basic service. After your event, you will receive a detailed final account with the total balance, minus the payments already made. EUROBUS expressly reserves the right to set other payment conditions.

7.2 Non-payments or late payments

If EUROBUS does not receive the prepayments on time, then EUROBUS is authorised to refuse the services and to withdraw from the contract. All possible cancellation costs shall be claimed from the customer pursuant to article 8 resp. 9 of these GTC's.

8. Complete cancellation charter tours (only bus service, without third-party services)

If you have to cancel your trip again after a definite order has been made, the costs will be a % of the minimum expected bus sale plus possible organisational surcharges:

up to 20 days before the start of the trip CHF 80 –

up to 10 days before the start of the trip 10%

up to 4 days before the start of the trip 20%

3 to 1 days before the start of the trip 75%

0 days = no show 100%

9. Complete cancellation of arrangement offer by the customer

The complete cancellation of your contract shall be in writing (letter or email). All of the already obtained documents must be enclosed. The cancellation of your contract shall only be legally valid after receiving the above-mentioned documents in full. The date of cancellation is determined as the date of receipt by your booking office of your written notification during the normal business hours. If written notification is received on a Saturday, Sunday or a general public holiday, then the next working day will be decisive. EUROBUS will charge the following cancellation costs in the event of complete cancellation:

9.1 Half day or full day programme charge CHF 200 – 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 charge CHF 200 – plus the following cancellation costs:

60 -22 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 shall be calculated in % of the current total order volume at the time immediately before the complete cancellation. Additional third-party fees shall be passed on to the customers.

10. Part cancellation of arrangement offers by the customers (change to the number of attendants or the programme)

Important: Changes must be communicated to the booking office in writing. Our travel consultant will confirm the change to you in writing. The date of modification or part cancellation is determined as the date of receipt by the booking office of your written notification during the normal business hours. If written notification is received on a Saturday, Sunday or a general public holiday, then the next working day will be decisive.

10.1 Part cancellation due to a change in the number of participants

The first change in the number of participants up to 15 days before the trip is free of charge, provided that the currently valid number of participants differs by a maximum of 10% from the originally confirmed number. Increases in the number of participants is possible at any time, free of charge, provided that the required capacity is available (bus size, restaurant etc.). The cancellation costs per cancelled person shall be charged pursuant to Clause 9.1 and 9.2 of these GTC's. The decisive factor when calculating the costs is the average price per person at the time immediately before cancellation. Additional third-party fees shall be passed on to the customers respectively.

10.2 Part cancellation due to a change in the programme

We shall charge the following fees for a change in the order / programme after confirmation: There will be a charge of CHF 50 per change for changes to the programme or date made by the customer. EUROBUS will charge additional fees for services cancelled pursuant to article 9.1 and 9.2 of these GTC's provided that the programme or date change is notified later than 61 days before the event.

10.3 Noncompliance, later participation, non-appearance or early termination which is caused by the customer.

In these cases, the customer shall bear the additional costs alongside the cancellation costs under Clause 9. The customer is not entitled to a reimbursement.

11. Programme change by EUROBUS

11.1 before concluding the contract

EUROBUS reserves the right to change brochure details, service descriptions and prices before your reservation. If that is the case, the reservation office will inform you about these changes prior to the concluding the contract.

11.2 after concluding the contract

EUROBUS reserves the right to change the travel programme or individually agreed services if exceptional or unavoidable circumstances make this necessary. EUROBUS strives to provide you with the equivalent replacement services and it will inform you about such changes as quickly as possible.

11.3 Your rights in case of a contract modification after concluding the contract

If the programme change or the change to individually agreed services results in a significant modification of an essential contractual item, or if the price increase exceeds 10% of the arrangement price, then you have the following rights:

a) You can accept the contract modification.

b) You can withdraw from the contract in writing within 5 days after receiving our notification.

c) EUROBUS strives to provide the closest possible alternative service. If you do not send us notification within

the above-mentioned deadline, it will be assumed that you consent to the change.

11.4 Your rights in the event of a programme change and performance failures during the trip

If a change is made to the programme during the trip which concerns a major part of the agreed trip, EUROBUS will reimburse you any for possible difference between the agreed and the actual price of services rendered.

12. Cancellation by EUROBUS

12.1 Non-achievement of the minimum number of participants

If less people participate in your trip than the minimum tendered number of participants, then the trip can still be carried out under certain circumstances. EUROBUS will charge for the minimum number of participants pursuant to the tender resp. confirmation in every case. EUROBUS is, however, entitled to refuse the rendering of services for safety, technical or logistical reasons. In this case, the customer is not entitled to a repayment and they shall pay the full price for the trip.

12.2 EUROBUS is entitled to cancel the trip if the customer gives EUROBUS legitimate occasion through actions or commissions. Claims for damages will be excluded in this case.

12.3 Strikes, force majeure

If the trip or parts of it is at risk from, or made impossible by, force majeure, weather and natural conditions, official measures or security risks, then EUROBUS can cancel or prematurely interrupt the trip or parts of it. In such a case, EUROBUS will inform you as quickly as possible and will strive to provide you with the closest possible alternative service. Further claims are excluded. In cases where your programme is cancelled, EUROBUS can charge for certified expenses.

13. Liability generalities

EUROBUS will reimburse you the value of agreed, but not rendered services, if it was not possible for the operator to provide an equivalent replacement service. EUROBUS is a member of the Guarantee Fund of the Swiss travel industry. We shall fulfil the requirements set by the foundation regarding professional competence and solvency.

13.1 Material or pecuniary damages

The liability of EUROBUS for material or pecuniary damages arising from the non-fulfilment or insufficient fulfilment of the contract shall be limited to a maximum of twice the travel price other than if damages are caused by intent or gross negligence. If the damages were caused by other service providers then EUROBUS shall be entitled to the sole right of recourse against them. We will accept no liability for valuable objects. We shall only be liable for non-contractual material or pecuniary damages in cases of intent or gross negligence.

13.2 Personal injury, accidents etc.:

We shall only be liable for personal injury, death, bodily harm etc. arising from the non-fulfilment or insufficient fulfilment of the contract, if we or a service provider caused the damages by intent or gross negligence. The limitations of liability and liability disclaimers in international agreements and national legislation remain reserved (clause 12.2.1). The use of parking facilities shall be at your own risk.

13.3 Liability disclaimers

EUROBUS shall not be liable to you if the non-fulfilment or the insufficient fulfilment of the contract or the damages can be ascribed to the following causes:

- a) failures on your part before or during the trip;
- b) unforeseeable or inapplicable failures of a third party who is not involved in providing the contractually agreed service;
- c) force majeure or an event that EUROBUS, the intermediary or the service provider could not foresee or avert despite exercising due care. In these cases, any liability for damages by EUROBUS is excluded.

13.4 Events during the trip

13.4.1 Liability for third-party services: Under certain circumstances, events or excursions can be booked outside the agreed trip programme during the trip. It cannot be excluded that such events and excursions are associated with risks. These events and excursions are not offered by us and you are responsible for deciding whether you want to participate. We will not be liable for correct compliance with this contract. We point out that the EUROBUS safety standards will at best not be observed by third party providers. EUROBUS shall not provide a guarantee for the services of third parties and the customer is solely responsible for checking the provider, his employees and the material. This exclusion applies in particular to all risks such as e.g. bungee jumping, which

the customer or members of the customer's travel group undertake during the trip.

13.4.2 Treatments, beauty weeks etc.: The medicinal treatments are subject to medical supervision, the beauty treatments shall be carried out under the supervision of experts. We will procure these offers for you and thus we cannot advocate for the doctors, experts, their assistants or the treatment success or assume liability in some other way.

13.4.3 Safety on cycling and hiking tours You practice your sport at your own risk. A good state of health is required for participation. If a participant does not fulfil the precondition, then the tour guide is authorised to reject participation in the hikes or cycling tours. The tour price which has been paid shall not be reimbursed. You yourself are responsible for complying with the customary road traffic regulations even if you are out and about with a group.

14. Applicable law and jurisdiction

The legal relationships between yourself and EUROBUS shall apply to Swiss jurisdiction. In case of claims against EUROBUS, the exclusive court of jurisdiction shall be Windisch.

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