



## General Contractual Terms and Conditions of Travel for Charter Trips

### 1. Object and applicability

- 1.1 These terms and conditions of travel govern the legal relationship between you and **PostBus Ltd (PB)** for charter trips of one or more days.
- 1.2 Package travel shall mean services offered according to the definition in Article 1 of the Federal Act on Package Travel of 18 June 1993.
- 1.3 If PB acts as an agent for package travel or individual services (e.g. boat, train or bus tickets, etc.) provided by other travel companies or service providers, you will enter into a contract directly with such other companies. Their own contractual terms and conditions of travel shall apply.

### 2. Completion of contract

- 2.1 The contract between you and PB arises with the confirmation of your written, telephone or personal order (booking). If you should book for other, additional travelers, you shall be responsible for their contractual obligations (particularly the payment of the price of travel) in addition to your own obligations.

### 3. Services

- 3.1 PB undertakes to perform the promised travel services in accordance with the written order confirmation or the operating agreement of PB. PB may reallocate the vehicles.
- 3.2 Only the order confirmation or the operating agreement shall be authoritative for the services to be provided. Other brochures and publications (hotel brochures and the like; not informational material produced by PB) are not covered by the travel contract and PB is not liable for the information contained therein.

### 4. Prices

- 4.1 The prices are governed by the order confirmation or the operating agreement if travel is not publicly advertised (see clause 7).

### 5. Cancellation charges and emergency protection for travel incidents

- 5.1 If not already available, we recommend that you obtain combined insurance coverage with regard to cancellation charges and emergency protection for travel incidents.
- 5.2 Insurance protection is not included in our package prices and must be arranged directly with an insurance company.

### 6. Payment terms

- 6.1 In the case of charter trips, you will be invoiced for services received after the completion of travel. As a general rule, the invoice is due and payable within 10 days.
- 6.2 This is subject to special payment terms provided in the order confirmation or the operating agreement.
- 6.3 Any bank charges will be invoiced to you.

### 7. Price changes

- 7.1 It is possible that the confirmed prices may have to be adjusted, especially in the following cases:
  - in case of an increase in the transportation costs (particularly fuel surcharges);
  - in case of government-controlled price increases (e.g. value added tax);
  - in case of new or higher government charges or fees (e.g. visitors taxes).
- 7.2 We reserve the right to pass on any price increases, but no later than 21 days prior to the agreed travel date. If a price increase should exceed 10% of the confirmed package price, you have the right to withdraw from the contract at no charge within 5 days.

### 8. Customer cancellation

- 8.1 If you should wish to make a substantial change or rebook your travel arrangements, you must notify PB by mail or e-mail. For changes PB charges a processing fee of up to CHF 80.- per file.
- 8.2 After the start of the cancellation periods the fees according to clause 8.4 may be additionally charged.
- 8.3 Cancellations must be made by mail or e-mail in any event. In case of a cancellation less than 21 days prior to departure, we also ask you to notify PB in advance by telephone. The calculation of the cancellation or amendment charges is based on the day on which PB receives the notification by mail or e-mail. If received on a Saturday, Sunday or public holiday, the following working day shall apply.
- 8.4 For cancellations PB charges at a minimum a cancellation fee of CHF 80 in any event. Depending on the time of the cancellation, such fee may be adjusted according to the table below. The percentages refer to the price confirmed according to clause 4:

up to 30 days prior to departure	CHF 80.00
up to 20 days prior to departure	20%
up to 10 days prior to departure	50%
up to 2 days prior to departure	80%
1 day prior to departure /day of departure	100%

In case of rebooking or cancellation admission tickets to cultural events will be invoiced in full. The contractual terms and conditions of travel of the applicable event organizers or service providers shall apply.

If you should be prevented from travelling, you may transfer your booking to another person who meets all conditions related to participation, provided that you notify PB in advance within a reasonable time period prior to the date of travel. Such other person and you shall be jointly and severally liable to PB for the payment of the price and for any additional cost that may arise in connection with such transfer.

### 9. Liability

- 9.1 PB is not liable if the non-performance or the improper fulfilment of the contract is attributable to
  - a. the customer's own neglect;
  - b. unforeseeable or unavoidable failures of third parties that are not involved in the provision of the contractually agreed services;
  - c. force majeure or an event that PB was unable to foresee or avoid despite exercising all due care. This includes in particular natural disasters such as landslides, earthquakes, volcanic eruptions, floods, exceptional storms, lightning, plagues, epidemics and pandemics (incl. COVID-19 and its changes and other COVID versions) as well as the related official measures.If PB should have a fundamental liability, it is limited to twice the price of travel, with the exception of intentionally or gross negligently inflicted damages. The liability limitation shall not apply to personal injuries.



## 10. Substantial changes prior to the departure date

- 10.1 Substantial contractual change shall mean any significant change of a material contractual clause made by PB prior to the departure date.
- 10.2 A price increase of more than ten percent is deemed to be a substantial contractual change (see clause 7).
- 10.3 PB shall notify you as quickly as possible of any substantial contractual change and inform you of its effect on the price.
- 10.4 You may accept a substantial contractual change or withdraw from the contract without compensation. PB must be notified as quickly as possible of a withdrawal.
- 10.5 If you choose to withdraw from the contract you are entitled to:
- the postponement of travel to another date, subject to availability;
  - or to the fastest possible refund of all monies you paid.
  - The right to a possible claim for damages due to non-performance of the contract remains reserved (see clause 9).

## 11. Cancellation of travel prior to the departure date

If PB should cancel the travel prior to departure for a reason for which you are not responsible, you are entitled to the claims according to clause 10. However, you have no right to claim damages due to non-performance of the contract if the cancellation is attributable to reasons according to clause 9.1. Overbooking is not deemed to be force majeure.

## 12. After departure

- 12.1 If a significant part of the agreed services is not provided after departure or if PB should determine that it is unable to provide a significant part of the expected services, it must:
- make reasonable arrangements to be able to continue the travel;
  - compensate you for the resulting loss; the amount of the loss corresponds to the difference between the price of the expected and that of the provided services.
- 12.2 If such arrangements cannot be made or if you should refuse these for important reasons, PB shall arrange for equivalent means of transportation to return you to the place of departure or to travel to another place as agreed with you.
- 12.3 PB shall compensate losses according to the conditions of clause 9.
- 12.4 Should you discontinue your travel prematurely without any failure in the performance of PB, you shall not be reimbursed for the price of charter travel incl. any additional services. You shall be reimbursed for any unused services provided that PB will not be charged for these.

## 13. Complaints

- 13.1 If the travel fails to meet the contractual agreement or if you suffer a loss, you are authorized and obligated to report such failure or loss to the driver(s) without delay and request that the situation be rectified at no charge.
- 13.2 If the situation cannot be rectified or if remedy is insufficient, you must obtain a written confirmation from the driver(s) of the reported failure or loss and the absence of a remedy. The driver(s) is/are obligated to do so, but is/are not authorized to accept any claims for damages.
- 13.3 Your request for compensation and the confirmation of the driver(s) must be submitted to PB in writing and by registered letter no later

than within 3 weeks after the agreed end of travel. If you should fail to comply with these conditions, any claim for damages shall expire.

## 14. Data protection

- 14.1 In entering and processing the information provided by you, PB shall comply with all legal regulations and statutory provisions. Data identified by name shall be collected and processed only for the purposes described and only to the extent necessary. PB protects the customers' information by taking appropriate technical and organizational measures and shall treat them confidentially.
- 14.2 You acknowledge that for the provision of services PB may involve third parties and the necessary data may be provided to such third parties. The data processing company is subject to the same obligations as PB itself with respect to data protection and – subject to different legal provisions – may not use the information for its own purposes and process it only on behalf and at the instructions of PB. PB is obligated to carefully select, instruct and oversee the service providers.
- 14.3 With regard to providing an offer in line with the market, you agree that PB may enter and process personal data for market research (e.g. customer satisfaction surveys) and consulting purposes. You agree that PB may enter and process personal data for its own advertising purposes.

You have the right at any time to prohibit PB from using personal data without providing a reason, insofar as such use is not required for the provision of the services.

Personal data may, to the extent permitted by law or with your prior consent and within the scope of the processing purposes as provided above, be made available to third parties that are not deemed to be data processing companies.

- 14.4 You have the right to request information about the processing of your personal data or the correction, deletion or destruction of such data. To the extent that your data is not required to perform the services you requested, you may prohibit the processing of your data. If you have given your express consent for further data processing, you may withdraw it at any time. The lawfulness of data processing for the duration of the valid consent shall not be affected by this. If neither the correctness nor the incorrectness of the data can be determined, you may request that a notice of objection shall be attached. This is subject to statutory provisions obligating or authorizing PB for data processing or disclosure. If the deletion of data in particular is not permitted by law, such data shall be blocked instead of deleted. In order to exercise the rights, see the contact in the data protection policy of PB.

## 15. Applicable law and place of jurisdiction

The place of jurisdiction in consumer contracts is based on Article 32 of the Swiss Code of Civil Procedure (ZPO). Consumer contracts are contracts concerning services of usual consumption intended for the personal or family needs of the consumer and offered by PB within the scope of its commercial activities.

- 15.1 Where consumer contracts are not involved the substantive law of Switzerland shall apply and the place of jurisdiction is Bern.

## 16. Original text

The General Contractual Terms and Conditions of Travel (GCTCT) have been drawn up in German, French, English and Italian. In the event of inconsistencies the German version shall prevail.