

## General terms and conditions (GTC)

As at: 23th May 2018

Dear customer,  
we ask for your understanding for the fact that we are presenting these Standard Terms of Business to you: this is because they form an integral part of our mutual contractual relationship and it is necessary to do in the interests of openness for both parties.

### 1. Booking (package tours / transfer services)

Registration is carried out by the person who makes the booking, including for all the people who are included as travellers in the booking. The booking person is responsible for their contractual obligations, as he is for his own. The minimum age for going on a package tour for a young person who is not accompanied by a parent or legal guardian is 16 years old. A written declaration of consent from their parent or legal guardian is required for travellers who have not yet attained the age of 18 at the start of the journey and who are travelling without being accompanied by an adult. If the travel confirmation provided by the bus/coach company differs from the content of your registration, a new offer/inquiry has been provided by us, which you may accept within the time limit stated by means of an explicit or conclusive statement (payment of the travel price), provided that the necessary capacities are available at the time of acceptance.

### 2. Payment of the travel price, customer's responsibility

**2.1** A deposit of 25% of the travel price, but no less than € 150, must be paid immediately after the contract has been concluded. The remaining amount is due 28 days before travelling. The total invoice compiles the deposit and the remaining amount.

**2.2** In the case of bookings made at short notice under 8 weeks prior to the start of travel, the payment must be made no later than 28 days prior to the start of travel. In the case of bookings made under 28 days of the start of travel the payment is due immediately.

**2.3** Payment with credit card is chargeable for customers.

**2.4** If you do not pay the travel price on time, you may be liable for the payment of reminder fees. If the travel price is not paid prior to the start of travel, despite a reminder having been issued and a payment deadline having been set, the travel/carriage contract will be cancelled and cancellation costs will be charged.

**2.5** Cleaning costs are included in the quoted prices. The costs of cleaning vehicles that have been made excessively dirty and of rectifying damage which you have caused must be paid separately.

### 3. Travel cancellation, service and price changes

**3.1** If the journey is significantly hampered, jeopardised or hindered due to force majeure which was not foreseeable when the contract was concluded, either we or the booker

may cancel the contract. The legal consequences are those specified by law.

**3.2** We are only entitled to change the agreed content of the travel contract for legally admissible reasons. Changes to individual travel services so that they differ or deviate from the agreed content of the travel contract which become necessary after the contract is concluded and are not brought about us are only permitted if such changes and deviations are not major and do not impair the overall character of the booked journey.

**3.3** We are obliged to inform the customer of any permitted travel cancellation or any meaningful change of a major travel service without delay once we become aware of it.

**3.4** If the period between the receipt of the travel confirmation/invoice and the agreed travel start date exceeds 4 months, prices may be changed after the travel contract has been concluded in the event of increases in transport costs or the levies for specific services such as port or airport fees, but only to the extent to which the increases in transport costs or the levies for specific services influence the per head/per seat cost of travel. If this does occur, the customer will be informed of it without delay, but at the latest 21 days prior to the start of the journey. No subsequent price increases are then permitted. In the event of a price increase of more than 5% of the travel price, or of a meaningful change of a major travel service, the customer can withdraw from the contract. The customer is obliged to assert these rights against us without delay once he has received the notification of the change. It is recommended that this be done in writing.

### 4. Withdrawal and rebooking of customers

**4.1** You may withdraw from the journey at any time prior to the start of travel. The notice of withdrawal should if possible be given in writing for evidential reasons.

**4.2** Once a booking has been made, a maximum of one change to the booking (rebooking) may be made without a processing fee being charged. Any further changes entail a rebooking processing fee of € 28.00 per transaction.

**4.3** In the event of withdrawal, we may demand flat-rate compensation which is calculated in accordance with the following percentages of the travel price. You are free to prove that no loss, or a lesser loss, has arisen.

Overview of cancellation costs:

From time of booking up to 29 <sup>th</sup> day prior to departure	15%
From 28th to 15th day prior to departure	50%
From 14th to 07th day prior to departure	75%
From 6th day prior to departure	90%

(individual agreements possible in the case of large-scale bookings)

## 5. Liability

**5.1** Our liability is governed by the legal regulations.

**5.2** Our contractual liability as a coach operating company for loss or damage other than bodily injury is limited to twice the travel price if loss or damage has not been caused intentionally or through gross negligence or is solely since a service provider engaged by us is solely responsible for the loss or damage. Legal provisions which restrict or exclude liability and which are based on international agreements and may be invoked by a service provider that has been used by us also apply in our favour.

**5.3** Except for bodily injury claims, a limit of liability of € 4,090 per person and journey is agreed for compensation claims arising from an unauthorised act which are not based on an intentional act or omission by us or on our gross negligence. If the travel price exceeds € 1,200, this liability is limited to twice the travel price. We recommend that cover for such risks be taken out under a travel cancellation insurance policy that may, for instance, be arranged through us.

**5.4** AGT Busvermietung und Touristik GmbH is not liable according to §651 j of the BGB [German Civil Code] for any impairment of travel which is attributable to force majeure, (terrorism, earthquake, storm, etc.), strikes which are unconnected with the event organiser or service provider, or impediments which hinder or prevent travel.

## 6. Contractual obligations and notes

**6.1** If the journey is not carried out in accordance with the contract, you only have the guaranteed rights of redress, reduction of the travel price, notice of cancellation of the contract and compensation if you have not culpably failed to notify us of a defect during the journey.

**6.2** If a defect occurs, you may only rectify it yourself – or cancel the journey in the case of a major defect – if you grant us a reasonable period in which to rectify it. A rectification period is not required if rectification is not possible, is refused by us, or cannot be made possible within a reasonable period.

**6.3** Our office team, which can be contacted at any time of day or night, will take acceptance of any notification of a defect, and you will be given the corresponding emergency phone numbers prior to the start of travel. You will then receive confirmation of receipt of the defect notification in written form via email or text message. Notification without acknowledgement from us does not suffice.

**6.4** By law, you must submit guarantee claims within one month after the contractual end of the journey to the head office of AGT Busvermietung & Touristik GmbH, Schloßmühlendamm 1, 21073 Hamburg. It is not sufficient to report the claims to your local travel agency or other intermediary. Once the period has elapsed, you may only make claims if you have demonstrably been prevented from meeting the deadline through no fault of your own.

**6.5** Claims arising from the travel contract can only be made by the traveller himself. Any assignment of such claims is prohibited.

**6.6** The company seat of the main branch office in Hamburg, Germany is a court of jurisdiction for sole disputes.

**6.7** The limitation period for contractual claims is one year after the contractually agreed end of the journey, but not before the notification of a defect to the tour operator and not in the case of intentional acts or omissions. The limitation period ceases to run for the duration of any negotiations between us and you regarding the claim or the circumstances on which it is based. The cessation ends if one party refuses to continue the negotiations. The statutory limitation periods apply to claims arising from unauthorised actions.

**6.8** All quotations and the prices contained in them exclude road charges, tolls, parking fees and any overnight accommodation costs for the driver in the case of journeys lasting for more than one day, unless otherwise stated in the order confirmation.

**6.9** Please adhere to the maximum size/weight limits that apply per person per item of hold and hand luggage. Please notify us of any additional luggage before the start of the journey.

**6.10** Use is only made of contract partners which hold all the necessary licences for the transport service that is to be provided and which employ qualified drivers.

## 7. Passport, visa and health provisions

**7.1** Please find out what the applicable passport and visa regulations and health formalities (vaccinations) are for the respective country to which you are travelling. We assume no liability if the journey cannot be undertaken, or is prevented or hindered, for reasons which are attributable to travel documents not being in order.

**7.2** Any traveller who does not have full travel documents which are in order at the start of or during the journey may be prevented from travelling. Expenses incurred will not be reimbursed.

## 8. Data protection

**8.1** Our full data protection can be found on our website: <https://www.agtbusvermietung.de/en/dataprotection>

**8.2** With the conclusion of the contract or booking you agree to the use of its data to process the booked bus ride. These include address and contact details for handling the transaction.

**8.3** No personal data will be passed on to external tourist service providers, bus companies or organizers.

**8.4** If you have questions or want to exercise your rights (e.g. deletion of data) write to [info@agtbusvermietung.de](mailto:info@agtbusvermietung.de).

## 9. Newsletter

**9.1** The newsletter will only be sent with the consent of the double opt-in procedure (registration confirmation).

**9.2** You can unsubscribe at any time, the link can be found in each newsletter at the bottom or write to [feedback@agtbusvermietung.de](mailto:feedback@agtbusvermietung.de).

AGT Busvermietung & Touristik GmbH  
Schloßmühlendamm 1  
21073 Hamburg  
Registry court: Hamburg District Court  
Register number: HRB 90912



## TRANSPORTATION AGREEMENT

Dear Customer/s,

As at 23.02.2018

thank you choosing the AGT Busvermietung & Touristik GmbH and putting your trust in our capable hands. For us to be able to guarantee you the best possible service, we ask that you please note that the services of the AGT Busvermietung & Touristik GmbH take place according to the following Transportation Agreement.

### **1. House Rules**

During the journey the bus staff act on behalf of the AGT Busvermietung and all instructions, especially regarding safety, are to be followed always.

### **2. Safety & Luggage**

Due to a high fire danger; smoking is prohibited aboard all busses unless specifically and contractually agreed to differently. Food and beverages can be consumed during the duration of the journey unless other contractual agreements were made. However, bus staff are entitled to prohibit the consume of alcoholic beverages at any time, should there be a need to further ensure the safety of all passengers and staff.

All rubbish is to be placed and collected in the provided rubbish bags. All passengers are to remain in their seats during the journey and are obliged to wear their seatbelt, provided that the bus is equipped with seatbelts, except when using the board toilet or board kitchenette. Just like aboard an airplane, the storage space is limited, and we therefore ask for passengers to use bags rather than hard shell suitcases.

### **3. Damage/s**

The booking customer takes full liability for himself and all other travellers. To avoid any unjustified accusations, all damages noticed, prior to the journey, while boarding the bus, must be immediately reported to the bus staff. Should the staff become aware of any risk or endangerment at the start of the trip, that may interfere with the journey, for example: intoxicated travellers, then the staff are entitled to request a cash security deposit before commencing the journey. If a serious endangerment or situation occurs, then the trip may need to be aborted or called off. If the customer or a guest of the part of the group, pollute the bus / equipment accidentally or intentionally on the ordinary conditions addition, we allow ourselves to calculate cleaning costs on-site after the ride. The level of cost is calculated considering the consequences (e.g. loss for subsequent orders, deterioration of odour, etc.) depending on cleaning effort and extent of the contamination.

### **4. Rest & Driving Regulations for the Driver**

It is to be noted that, legally each drivers shift can only be a maximum 12-15 hrs, from which actual driving time can only be 9-10 hrs. These are not allowed to be exceeded and the subsequent rest time must be 9-11 hrs. Should there be two bus drivers, then the shift is a maximum of 20 hrs. These regulations are statutory and go above all contractual agreements made between the bus service company and the customer. If more driving time is required, for example a third driver, the booking customer must make a written request / agreement with the bus service company for this to be arranged.

### **5. Termination of Service**

In violation of the Transportation agreement or safety regulations, after receiving sufficient warning, the bus staff are entitled to abort or cancel the journey. In this case the customer has no right to compensation of any kind.

### **6. Service Failure**

Under normal circumstances the service is guaranteed. However, influences of higher power or other external influences, over which the bus service company has no control, may unintentionally affect that service. The travellers / booking customer have a duty to cooperate in a situation of service shortcomings. The promoter must be immediately informed should any assignments be allocated. If there are a larger number of service shortcomings the promoter must be informed promptly and on time. If the promoter is unable to compensate in time, then the booking customer has the right to terminate the contract. At any given time, the booking customer / travellers can reach the bus service company through the 24 hr Emergency hotline. Should the booking customer / traveller undergo a covering purchase, he / she must always choose the most least expensive variation.

In case of service shortage or service failure the bus staff are not authorized to give any instructions or take any responsibility.

### **7. Booking extra Services**

Should the booking customer require any extra services, for example: more kilometres, extra hours, extra food or beverages, then these need to be paid for in advance. Payment can be made to the driver against a receipt if no other contractual agreements were made. The same regulations apply for parking fees and tolls.

### **8. Legal Regulations**

The from the bus service company provided busses all have the necessary licenses to be allowed to operate for occasional and regular service. The bus staff and drivers are legally obliged to strictly follow the Rest and Driving regulations always. These are a set maximum amount of driving and total shift times that, for safety reasons are not to be exceeded or changed under any circumstances. The trip must always be arranged around these times.

**24 h Emergency Hotline: +4940 / 570 120 367**

*(should the Hotline be engaged and its absolutely urgent please dial: +49177 / 81 15 780 or +4940 / 570 120 392)*

Geschäftsführer:  
R. Nagpal  
H. Januzi-Schlatermund  
Prokurist: H. Thies

Handelsregister: Hamburg HRB90912  
Gerichtsstand: Amtsgericht Hamburg  
Ust.Nr.: 237002916  
St.Nr.: 47/701/00289

Deutsche Bank  
BLZ: 200 700 24  
Kto.-Nr.: 0480 111  
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