



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)

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Prokurist: H. Thies

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