



## General Contractual Terms and Conditions of Travel (GCTCT) for Special Excursions

### 1. Object and applicability

- 1.1 These Terms and Conditions govern the legal relationship between you and **PostBus Switzerland Ltd (PAG)** for special excursions of one or more days that are not advertised to the general public.
- 1.2 Should PAG act as an agent in arranging travel packages or individual services (e.g. boat, train or bus tickets, vehicle rental, etc.) for you that are provided by other travel companies or service providers, you conclude the corresponding contract with these other companies directly and PAG is not a party to that contract. These companies' own contractual terms and conditions of travel apply.

### 2. Conclusion of the contract

- 2.1 The contract between you and PAG comes into being with our written order confirmation.

### 3. Services

- 3.1 PAG undertakes to perform the promised travel-related services set out in the written order confirmation. PAG may reschedule vehicles as needed.

### 4. Prices

- 4.1 Where services are not advertised publicly, prices are governed by the order confirmation.

### 5. Payment terms

- 5.1 In the case of special excursions that are not advertised publicly, the services supplied will be invoiced after the excursion has taken place. Unless otherwise agreed, the invoice is to be paid within ten days.
- 5.2 Item 5.1 does not apply where quotes are subject to special payment terms.
- 5.3 Any bank charges will be debited to you.

### 6. Cancellations

- 6.1 If you wish to change or rebook the trip that you have arranged, you must inform PAG in writing by post, fax or e-mail. PAG may charge a processing fee of up to CHF 80 per dossier for changes.
- 6.2 Once the cancellation periods have begun, the terms set out in item 6.4 may be applied additionally.
- 6.3 Cancellations must always be made in writing, by post, fax or e-mail. If the cancellation is made less than 21 days prior to departure we also ask you to inform PAG by telephone in advance of the written cancellation. The calculation of cancellation or amendment fees is based on the date on which the written declaration is received by PAG. If this day is a Saturday, Sunday or public holiday, the next working day will be taken as the key date.
- 6.4 PAG charges the following cancellation fees, expressed as percentages of the confirmed price as per item 4:
- |                                   |           |
|-----------------------------------|-----------|
| up to 30 days prior to departure: | CHF 80.00 |
| up to 20 days prior to departure: | 10%       |
| up to 10 days prior to departure: | 20%       |
| up to 4 days prior to departure:  | 50%       |
| 3 – 1 day(s) prior to departure:  | 75%       |
| day of departure                  | 100%      |

### 7. Changes to programme, curtailment or non-operation of the trip by PAG

- 7.1 PAG is entitled to cancel or curtail the trip or to change the route should you give just cause for it to do so owing to your actions or omissions, or should such cancellation, curtailment or change be necessary owing to force majeure.
- 7.2 If the trip is not operated, PAG will refund the amount that you have already paid. In all other cases you will receive any difference. No further claims will be accepted.
- 7.3 We are unable to refund the cost of the travel package to you if you have to curtail your trip for any reason. You will be reimbursed for any services that you have not made use of, provided PAG will not be charged for these services.

### 8. Complaints

- 8.1 Should the trip not correspond to the contractual agreement or should you suffer a loss, you are entitled and obliged to report this shortcoming or loss immediately to the tour leader or driver and demand that the situation be rectified without charge.
- 8.2 If it is not possible to rectify the situation, or if attempts to do so prove insufficient, you must have the shortcoming or loss that is the subject of complaint, as well as the absence of a remedy, confirmed in writing by the tour leader or driver. They are obliged to provide this confirmation but are not authorized to recognize any claims for damages.
- 8.3 The request for compensation and the confirmation of the tour leader or driver must be submitted to PAG in writing by registered letter no later than three weeks after the agreed end of the trip. You will lose any claim for damages if you do not comply with these conditions.

### 9. Liability

- 9.1 PAG's liability for personal injury is governed by statutory provisions.
- 9.2 In the event of damage to property caused by the non-fulfilment of the contract or failure to fulfil it properly, PAG's liability is limited to CHF 1,000 per participant, unless the damage was caused intentionally or by gross negligence. Any lower liability limits in international agreements are reserved.

### 10. Place of jurisdiction

- 10.1 The contractual relationship in question is governed exclusively by Swiss law.
- 10.2 The place of jurisdiction is governed by the Swiss legal venue act (Art. 22 *Gerichtsstandsgesetz (GestG)*).

### 11. Authoritative version

- 11.1 PAG's General Contractual Terms and Conditions of Travel (GCTCT) for Special Excursions are available in German, French, Italian and English. In the event of contradictions, the German version is authoritative.