

General Terms and Conditions of vip-shuttle.com GmbH regarding Renting Orders

§ 1 Offer and Contract Conclusion

I. Unless otherwise agreed in writing, all offers submitted by the bus operator are non-binding.
II. The customer may place their order in writing, electronically or orally. Unless otherwise agreed, the contract shall be concluded after the bus operator confirmed any such offer in writing or electronically. If the content of such confirmation deviates from the content of the order, the contract shall be concluded on the basis of such confirmation if the customer declares to accept this order within a period of one week from receipt or if the order is executed according to the confirmation without any objections by the customer.

§ 2 Scope of Services

I. The scope of the services contractually agreed upon shall be subject to the information contained in the order confirmation. Section 1 para. 2 and section 3 shall not be affected by this.
II. Within the framework of the confirmed order, the services shall include the provision of a vehicle of the stipulated type with driver and carriage of passengers. The provisions in relation to any contract for work and labour shall not apply.
III. The services shall not comprise the following:
a. the fulfilment of the purpose of making such journey;
b. the supervision of passengers, in particular of children, young adults and individuals requiring assistance;
c. the supervision of objects which the customer or one of their passengers leaves in the passenger compartment of the vehicle;
d. the supervision of luggage during loading and unloading;
e. the information about the regulations relevant for all passengers, including but not limited to those included in foreign currency, passport, visa, customs and health provisions; and the compliance with any and all obligations resulting from such regulations.
IV. This shall not be applicable in the case where the parties agreed otherwise.

§ 3 Changes to the Scope of Services

I. Changes to the scope of services by the bus operator, which become necessary after the contract was concluded, shall be admissible on the condition that the circumstances resulting in such changes to the scope of services were not caused by the bus operator in breach of good faith and only if such changes are reasonable for the customer and not substantial. The bus operator shall inform the customer immediately about any changes after they became aware of the reason for changes.
II. Changes to the scope of services by the customer shall be admissible on the condition that these were approved by the bus operator. Unless otherwise agreed, changes must be made in writing or electronically.

§ 4 Price and Payments

I. The rental price applicable at the time of contract conclusion shall apply.
II. Possible ancillary costs incurred in relation to the services agreed upon (such as road tolls and parking fees, overnight stay fees for the driver(s)) shall not be included in the rental price, unless otherwise agreed.
III. Additional costs due to changes to the scope of services requested by the customer shall be invoiced separately.
IV. The assertion of costs incurred as a result of damage or contamination shall remain unaffected.
V. Invoices shall become due for payment without any deductions immediately upon receipt.
VI. The bus operator shall have the right to demand full prepayment of the rental price if the customer is a private customer or has their registered office outside Germany.

§ 5 Withdrawal and Cancellation by the Customer

1. Withdrawal
I. The customer shall have the right to withdraw from the contract prior to the beginning of the journey. If the customer exercises this right, the bus operator shall be entitled to claim a reasonable compensation, unless such withdrawal is based on any circumstance within the bus operator's control. The compensation amount shall be calculated on the basis of the rental price agreed upon, deducting the expense which the bus operator did not incur and possible other profits which the bus operator generated by using the vehicle in any other way. The bus operator shall have the right to request the following lump sums to be paid as compensation: In the case of withdrawal:
a. from 29 to 20 days prior to the scheduled beginning of the journey 10 %
b. from 19 to 10 days prior to the scheduled beginning of the journey 25 %
c. from 9 days to 24 hours prior to the scheduled beginning of the journey 50 %
d. less than 24 hours prior to the scheduled beginning of the journey 100 %
II. If and to the extent to which the customer does not provide evidence that the bus operator did not suffer any damage or that the amount of such damage is significantly lower than the requested lump sum. There shall be no claim for damages if the withdrawal is based on changes to the scope of services made by the bus operator which must be considered significant or unreasonable for the customer. Additional rights to which the customer is entitled shall remain unaffected.
2. Cancellation
I. If changes to the scope of services agreed upon become necessary after departure and if such changes are significant or unreasonable for the customer, they shall have the right, without prejudice to additional claims, to cancel this contract. In these cases, the bus operator shall be obligated, upon the customer's request, to transport the customer and their passengers back to the starting point; however, such claim for return transport exclusively applies to the means of transport agreed upon on the basis of the contract. The customer shall bear all additional costs in relation to the return transport if such costs are incurred due to cancellation because of force majeure.
II. Additional claims of the customer shall be excluded in all cases where the changes to the scope of services becoming necessary are based on any circumstances beyond the control of the bus operator.
III. If the customer cancels the contract, the bus operator shall be entitled to a reasonable amount of remuneration for the services which they had already provided and for the services they still have to provide to the extent to which the latter are still of interest for the customer in spite of their cancellation.

§ 6 Withdrawal and Cancellation by vip-shuttle.com GmbH

1. Withdrawal
I. The bus operator shall have the right to withdraw from the contract prior to departure if it is impossible to provide the services due to extraordinary circumstances beyond the control of the bus operator. In this case, the customer shall be entitled to demand compensation only for

the expenses which they incurred directly in relation to the order of the vehicle.

2. Cancellation

I. The bus operator shall have the right to cancel the contract after the departure if the provision of the services is considerably complicated, endangered or interfered with due to force majeure (including but not limited to events such as war or war-like actions, hostilities, riots or civil unrest, arrests, seizure or obstructions by government bodies and other persons, road blockages, quarantine measures as well as strikes, lockouts or any other work stoppage for which the bus operator is not responsible) or by the customer. In the case of cancellation due to force majeure or due to any significant complication, danger or interference, the bus operator shall be obligated, upon the customer's request, to transport the customer and their passengers back to the starting point; however, such claim for return transport exclusively applies to the means of transport agreed upon on the basis of the contract. The obligation to return transport shall not apply if and to the extent to which the return transport of individual persons cannot be expected from the bus operator due to circumstances for which they are not responsible. The customer shall bear all additional costs in relation to the return transport if such costs are incurred due to cancellation because of force majeure.
II. If the bus operator cancels the contract, they shall be entitled to a reasonable amount of remuneration for the services which they had already provided and for the services they still have to provide to the extent to which the latter are still of interest for the customer in spite of the cancellation.

§ 7 Liability

I. The bus operator shall be bound to render the services with the due diligence of a prudent businessman.
II. The bus operator shall not be liable for defaults due to force majeure.
III. The provisions as to the return transport shall remain unaffected.

§ 8 Limitation of Liability

I. The liability of VCS GmbH in relation to claims for damages shall be limited to three times the rental price (cf. section 4 above). This means that liability in relation to individual affected persons is limited to the share of such person in the rental price multiplied by the factor of three. Statutory motor vehicle third-party liability insurance exists for all vehicles of VSC GmbH, covering the settlement of all justified claims for damages which are asserted against VSC GmbH or any other person included in this insurance due to legal provisions as to third-party liability insurance in private law matters; this shall refer to each case where individuals were injured or killed or where objects were damaged or destroyed due to VSC GmbH making use of one of their vehicles. Regarding personal or material damage, there is currently no limitation as to the sum insured; however, it shall be limited to 7.6 million euros for an individual person. If third-party liability claims exceed the scope of statutory third-party liability insurance according to the contract or special agreements, they shall not be covered by the insurance; the same shall apply to claims for damages resulting exclusively from damage to property which can be attributed to the non-compliance of transport deadlines.
II. Section 23 PBefG [Personenbeförderungsgesetz – German Passenger Transport Act] shall remain unaffected. Consequentially, liability for material damage shall be excluded to the extent to which the damage per person transported exceeds the amount of 1,020,00 euros.
III. The limitations of liability referred to in paragraph 1 and paragraph 2 shall not apply if the damage to be assessed can be attributed to intent or gross negligence.
IV. VSC GmbH shall not be liable for damage, in particular for damage to legally protected rights of the passengers, if such damage is exclusively based on any culpable action by the customer or by one of their passengers.
V. The customer shall exempt VSC GmbH as well as all individuals commissioned by them for the purpose of fulfilling this contract from possible claims which are based on the matters of the fact described under section 2 para. 3 lit. a) to e).

§ 9 Luggage and Other Objects

I. A reasonable amount of luggage and – after consultations – other objects will also be transported.
II. The customer shall be liable for all damage which is caused by luggage carried along by the customer or their passengers if this is based on circumstances within the control of the customer themselves or their passengers.

§ 10 Behaviour of the Customer and their Passengers

I. The customer shall be responsible for the behaviour of the passengers during the journey. All instructions given during the journey must be followed.
II. Passengers who, in spite of being warned, do not follow justified instruction during the journey may be excluded from being transported if such non-compliance with instructions may result in a threat to the safety, to the ordinary operation or to other passengers or if the continued transport is unreasonable for the bus operator for any other reason. In these cases, the customer shall have no right of recourse towards the bus operator.
III. Complaints shall initially be made to the staff on the bus and, if no remedy can be found with reasonable efforts, to the bus operator.
IV. For the purpose of preventing possible damage or reducing such damage to a minimum, the customer shall be obliged to cooperate when removing any impairment of performance to the extent to which this is reasonable for them.

§ 11 Place of Jurisdiction and Place of Fulfilment

1. Place of Fulfilment

I. The place of fulfilment with respect to businesspersons, body corporates organised under public law and special funds under public law shall exclusively be the registered office of the bus operator.

2. Place of Jurisdiction

I. If the customer is a businessperson, a body corporate organised under public law or a special fund under public law, the registered office of the bus operator shall be the place of jurisdiction.
II. If the customer has no general place of jurisdiction in Germany or transfers their place of (ordinary) residence to any other country after this contract was concluded or if the place of (ordinary) residence is unknown at the time when court proceedings are instituted, the place of jurisdiction shall also be the registered office of the bus operator.
III. The execution of this contractual relationship shall be subject to the law of the Federal Republic of Germany.

§ 12 Invalidity of Individual Provisions

I. The invalidity of individual provisions of this contract, including the General Terms and Conditions for Bus Charter, shall not render the entire contract invalid.