

## GENERAL TERMS AND CONDITIONS

### 1. SCOPE

These General Terms and Conditions shall govern the legal relationship with Bucher Travel Inc. The contract of carriage is concluded by a booking with corresponding confirmation by Bucher Travel Inc.

### 2. BOOKINGS

Bookings shall be accepted as long as the requested services are available and the client is of legal age. In confirming the booking, the client, including his/her accompanying person(s), shall be deemed to have consented to the General Terms and Conditions set forth below and declares that he/she has received them.

### 3. PRICING

Bucher Travel Inc. pricing includes the following services:

- Statutory VAT, chauffeur's charges, heavy vehicle fee, empty runs, fuel
- Departure delays up to 15 minutes free of charge, from 15 minutes onwards at least CHF 100.-per hour or part thereof
- Waiting time of 60 minutes from current flight landing time for airport transfers
- Checking of flight information and train schedules
- 24/7 emergency telephone service on +41 79 204 65 55

All rates mentioned are in Swiss Francs (CHF). Bucher Travel Inc. reserves the right to increase the price under certain circumstances (see section 7).

### 4. PAYMENTS

Bank transfers in Swiss Francs (CHF) must be made with **"no charges for the beneficiary"**.

Bank details Bucher Travel Inc.:

Bank:	LUZERNER KANTONALBANK, Pilatusstrasse 12, 6002 Lucerne, Switzerland
BC-no.:	778
Account no.:	01-00-592682-10
IBAN:	CH0900778010059268210
SWIFT:	LUKBCH2260A
Account holder:	BUCHER TRAVEL INC., Pilatusstrasse 27, 6036 Dierikon, Switzerland

Payments by American Express, Mastercard and VISA credit cards are accepted. Payments will be arranged via an electronic secure payment link in Swiss Francs (CHF). A surcharge of 4% for credit card payments will be added to the billed amount.

### 5. CANCELLATIONS

Notice of cancellation must be given in writing (which also includes e-mail) to Bucher Travel Inc. and shall only be deemed to have been validly received upon confirmation by Bucher Travel Inc. On weekends and holidays, the 24/7 emergency number must also be contacted.

### 5.1 Individual bookings

For the cancellation of an individual order up to 72 hours before the service (departure time), a handling fee of **CHF 0.00 to a maximum of CHF 150.00** will be charged depending on the complexity. After this time, the following cancellation fee is due:

- 72 - 48 hours prior to departure time .....**50%**
- 48 hours or less or no-show .....**100%**

### 5.2 Major orders

Bookings of 5 journeys and more or a booking value of at least CHF 4,000.00 are considered a major order. If a major order is cancelled up to 14 days before the service (departure time of the first trip), a processing fee of **at least CHF 300.00** will be charged, depending on the time and effort involved. After this date, the following cancellation fee will be due::

- 11 - 8 days prior to departure time .....**25%**
- 7 - 4 days prior to departure time .....**50%**
- 3 days or less or no-show .....**100%**

Third party suppliers such as partner companies, guides, airport assistants, restaurants, etc. may have firmer cancellation policies. If applicable, these specific cancellation policies will be advised by Bucher Travel Inc.

Time spent on clarifications such as hostess services, road closures as well as changes that require more time will be invoiced at CHF 120.00 per hour.

#### 5.2.1 Deposit

For major orders, a deposit (at least CHF 300.00) is required, depending on the size and complexity of the order. At least 70% of the estimated total amount is required at the latest 14 days before the first day of the event. The balance according to the final invoice is due by 20 days after receipt of the final invoice. Bucher Travel Inc. reserves the right to cancel a booking if the required payments are not made on time. Third party service providers may require additional deposits.

## 6. COMPLAINTS

Complaints must be made directly to Bucher Travel Inc. by telephone or in writing (also by e-mail) so that the matter can be clarified with the persons concerned. There is no right to compensation or price reduction should Bucher Travel Inc. not have been given the opportunity to rectify the complaint immediately.

## 7. CHANGES

Bucher Travel Inc. reserves the right to increase the contract price if this is justified by price increases from third party suppliers, e.g. transport companies or new or increased taxes/fuel prices, levies or charges and exchange rate fluctuations.

Bucher Travel Inc. reserves the right to make changes to the itinerary at any time. These changes will be fully documented and announced as early as possible. Some changes may require the provision of a substitute service of at least equivalent value. Any price increases shall be borne by the customer.

A claim for damages due to non-fulfilment of the contract does not exist in either case.

## **8. BUCHER BUS VEHICLES**

The vehicles are provided by Bucher Travel Inc. or by carefully selected transport partners. The vehicles and their occupants are fully insured in accordance with the legally applicable regulations.

Free upgrades by Bucher Travel Inc. to a next larger vehicle are possible unless the customer expressly prohibits this when confirming the offer. Two vehicles may be used instead of one double-decker bus. Smoking is strictly prohibited in all vehicles.

## **9. UNFORESEEN EXTENSION, COVID-19 ACKNOWLEDGEMENT**

In the unlikely event of any unforeseen extension to the program caused by e.g. flight delays or cancellations, bad weather, traffic jams, strikes, pandemics/epidemics or any other cause (non-exhaustive list) beyond the control of Bucher Travel Inc., it is acknowledged that any expenses relating to these circumstances (accommodation, transfers, etc.) shall be invoiced to the client in full. Bucher Travel Inc. accepts no liability for any changes, omissions, strikes or communication breakdowns, etc. No entitlement shall arise to claim damages against Bucher Travel Inc.

Covid-19 Acknowledgment. There is still an outbreak of COVID-19 in various parts of the world and a subsequent outbreak of COVID-19 (or a variant of COVID-19) may cause a client legitimate concern regarding the health and safety of its guests in connection with their attendance of the program. If, in good faith, a client determines it is not comfortable permitting its guests to attend the travel arrangements or a program due to a current (or a subsequent) outbreak of COVID-19 (or a variant of COVID-19), a client may (i) request to postpone the travel arrangement of a program or (ii) terminate an Agreement and cancel the program pursuant to the terms set forth in this section.

If a client requests to postpone a program, Bucher Travel Inc. will make every effort to accommodate a client's request. If Bucher Travel Inc. is able to accommodate a client's request for postponement, any additional work Bucher Travel Inc. is required to perform or costs necessarily incurred will be charged to a client and reflected in an updated payment and deposit schedule. The revised payment and deposit schedule must be accepted by a client within 10 (ten) days of a client's receipt. Bucher Travel Inc. reserves the right to decline a client's request for postponement.

If Bucher Travel Inc. is unable to accommodate a client's request for postponement and/or a client terminates an Agreement pursuant to the terms set forth in this section, Bucher Travel Inc. shall return to the client all amounts paid by client to Bucher Travel Inc., less the following (which Bucher Travel Inc. shall be entitled to retain or collect): (i) the initial program deposit, (ii) non-recoverable program deposits; (iii) an administrative fee and (iv) other out-of-pocket costs Bucher Travel Inc. has paid or is obligated to pay.

## **10. STATUTORY WORK AND REST TIME REGULATIONS (ARV)**

The maximum presence time of a driver is 13 hours, including arrival and departure (empty runs) and rest periods. The legal maximum driving time per day is 9 hours, and the subsequent minimum daily rest period is at least 11 hours. Deviations are possible in exceptional cases and depending on the route. Bucher Travel Inc. is obliged to comply with the legal working and rest time regulations.

## **11. DAMAGE AND SOILING**

The customer is liable for any damage to the vehicle caused by him/her (e.g. excessive soiling of the seats or due to improper operation of the equipment).

## **12. VALUABLES / LOST ITEMS**

Personal valuables must be kept safe and must not be placed in a vehicle unattended. Bucher Travel Inc. assumes no liability for this. Lost items in the vehicle will be forwarded by mail or FEDEX. Bucher Travel Inc. will charge a handling fee of maximum CHF 50.00 plus any delivery costs.

## **13. RESPONSIBILITY**

Unless required otherwise by law, Bucher Travel Inc. declines all liability whatsoever for any loss, damage, injury, illness, accidents, delay or any other irregularity (non-exhaustive list) howsoever arising or for consequential losses, lost profit, the failure to enjoy the holiday or any other similar claims. Liability shall be limited under all circumstances to amount of the contractual price. Bucher Travel Inc. shall make every effort to ensure that all booked arrangements and services are carried out as specified in the most efficient and effective way possible. However, Bucher Travel Inc. has no direct control over the services of third party suppliers (e.g. transport partners, restaurants, etc.) and although they are in all cases selected with the greatest care, Bucher Travel Inc. accepts no liability for errors and omissions on the part of these third party suppliers.

## **14. Force Majeure**

No party shall be liable or responsible to the other party (except for any obligations to make payments to the other party hereunder), or be deemed to have defaulted under or breached an Agreement, for any failure resulting in the inability to conduct the offered services or a program when and to the extent such failure is caused by or results from the following force majeure events: (a) flood, fire, or earthquake; (b) declared war, a terrorist act in the city where the program takes place, or a riot within five kilometers of where the program takes place; (c) epidemics or pandemics (excluding COVID-19); (d) government order or law (excluding government order or law, or some other mandate, requiring guests to be vaccinated against COVID-19); (e) embargoes or blockades; (f) strikes or labor stoppages; or (g) shortage of adequate power or infrastructure.

If an Agreement is terminated pursuant to the terms in this section, Bucher Travel Inc. shall return to client all amounts paid by client to Bucher Travel Inc. less the following (which Bucher Travel Inc. shall be entitled to retain or collect): (i) the initial program deposit, (ii) non-recoverable program deposits; and (iii) out-of-pocket costs Bucher Travel Inc. is obligated to pay (e.g., site visit costs).

## **15. DATA PROTECTION POLICY**

In order to process the bookings and to ensure that the arrangements meet client's requirements, Bucher Travel Inc. will receive the travellers' personal data from the client or from a third party. The client and the third party represent and warrant to Bucher Travel Inc. and shall further ensure that he/she is entitled to collect and disclose these personal data. Bucher Travel Inc. is subject to Swiss data protection legislation and will process data in compliance with the applicable Swiss data protection laws and regulations. Appropriate data security arrangements have been put in place. In particular, personal data shall only be disclosed to third parties insofar as necessary for the arrangement booked.

## **16. APPLICABLE LAW, COURT OF JURISDICTION**

Swiss law (excluding the provisions on the conflict of laws) shall be applicable. The place of jurisdiction is Dierikon, Switzerland.

Dierikon, February 01, 2023