

General terms and conditions

1. Booking (travel & transfer services)

The registration is made by the booker also for all travel participants included in the booking, for whose contractual obligations the booker is liable as for his own obligations. If the travel confirmation deviates from the content of your registration, a new offer is made by us, which you can accept within the given period by explicit or conclusive declaration (e.g. by payment of the travel price), provided that the necessary capacities are free at the time of acceptance. The travel/transportation contract comes into effect with the customer's acceptance of the offer and subsequent order confirmation by us. Until receipt of a written order confirmation, no contract of carriage has been concluded.

2. Payment and obligations

2.1. For long-term bookings > 12 weeks until the start of the trip, a deposit of 30% of the trip price is to be paid, but at least € 150. The balance is to be paid 28 days before the start of the trip. The deposit will be credited to the remaining amount.

2.2. In the case of short-term bookings with the start of the trip within the next 12 weeks, an invoice for the total amount will be sent. The payment must be made within 10 days.

2.3. If you do not pay the travel price on time, reminder fees may be charged to your account. In case of non-payment of the travel price before the start of the journey despite a reminder with a deadline, the travel/transportation contract will be cancelled with a charge according to point 4.3 of the General Terms and Conditions.

2.4. Incidental costs of monetary transactions (e.g. credit card or bank transfer fees) shall be borne by the customer. Payments are only accepted in Euro.

2.5. Cleaning costs are included in the offered prices. Costs for the cleaning of excessively dirty vehicles and the and the repair of self-inflicted damage are to be borne separately by the customer.

3. Cancellation, service and price changes

3.1. If the trip is made considerably more difficult, endangered or impaired as a result of force majeure - which was not foreseeable at the time the contract was concluded - you as well as we may terminate the contract. The legal consequences result from the law.

3.2. We are entitled to change the agreed content of the travel contract only for legally permissible reasons. Changes or deviations of individual travel services from the agreed content of the travel contract, which are necessary after the conclusion of the contract and which are not caused by us, are only permissible insofar as these changes and deviations are not significant and do not affect the overall nature of the booked trip.

3.3. Price changes are possible after conclusion of the travel contract in the event of an increase in transport costs or charges for certain services, such as port or flight charges, to the extent that the increase in transport costs or charges for certain services affects the travel price, if there are more than 4 months between receipt of the travel confirmation/invoice and the agreed start of the trip. Should this be the case, the customer will be informed immediately, but no later than 21 days before departure. Price increases thereafter are not permitted. In the event of a price increase of more than 5% of the travel price or in the event of a significant change to a travel service essential to the purpose of the trip, the customer may withdraw from the contract. The customer is obligated to assert these rights against us immediately upon receipt of the change notification. For this purpose, the written form is recommended.

3.4. As of the date of the General Terms and Conditions, there are restrictions in bus tourism in various federal states due to Sars-CoV-2 (mostly

max. 50% occupancy in coaches). In view of the relaxation policy of recent weeks, it is assumed that future travel dates can be taken without restrictions. If, contrary to expectations, this should not be the case, an additional bus may have to be used for the trip in order to comply with the maximum capacity utilization. The amount of the additional costs incurred corresponds to the costs offered for the (first) bus already booked and must be borne by the customer. The original booking remains valid, even if the booked bus may only be used with reduced capacity.

4. Withdrawal and rebooking of the customer

4.1. You can withdraw from the trip at any time before the start of the trip. For reasons of evidence, the withdrawal should be made in writing if possible.

4.2. After a booking has been made, a maximum of one change to the booking (rebooking) can be made without a processing fee. Any further changes will be subject to a rebooking fee of € 28.00 each. Rebookings are only possible subject to availability. Regardless of the fee, further additional costs for rebooked services may arise.

4.3. In the event of withdrawal, we can demand a lump sum compensation, which is calculated as follows percentages of the travel price. You are free to prove that no damage or less damage has been incurred.

Cancellation costs: from the time of booking until the 29th day 20%; from the 28th to the 15th day before departure 50%; from the 14th to the 07th day before departure 75%; from the 06th day before departure 90%. (Individual agreements are possible for large-volume bookings such as events).

4.5. If your offer includes a free cancellation option due to the Corona virus, please notify us of your cancellation no later than 7 days prior to departure. Otherwise, the above cancellation conditions apply.

5. Liability

5.1. Our liability is governed by the statutory provisions.

5.2. The contractual liability of us as a bus company for damages that are not bodily injuries is limited to twice the travel price as soon as a damage was caused neither intentionally nor by gross negligence or is based solely on the fact that a service provider used by us is solely responsible for the damage incurred. Legal regulations limiting or excluding liability, which are based on international conventions and which can be invoked by a service provider used by us, also apply in our favor.

5.3. For claims for damages in tort, which are not based on intent or gross negligence by us and are not bodily injury, a limitation of liability per person and trip of € 4,090, - is agreed. If the travel price is more than € 1,200, - this liability is limited to twice the travel price.

5.4. We are not liable according to §651 j BGB for travel disruptions caused by force majeure (terrorism, earthquakes, storms, epidemics, etc.), strikes or traffic obstructions not related to the organizer or the service provider.

6. Contractual obligations and notices

6.0. If the travel service is not provided in accordance with the contract, you only have the statutory warranty rights of remedy, reduction of the travel price, termination of the contract and compensation if you do not culpably fail to notify us of a defect that has occurred during the trip.

6.1. In the event of a defect, you can only remedy the defect yourself or, in the event of a significant defect, cancel the trip if you grant us a reasonable period of time to remedy the defect. A deadline is not required if the remedy is impossible, is refused by us or cannot be made possible within a reasonable period of time.

6.2. A notice of defect is accepted by our 24/7 service. You will then receive a confirmation of receipt of the notice of defect in written form by e-mail or SMS. A notification without knowledge by us is not sufficient.

6.3. Warranty claims have to be asserted according to the law within one month after the contractual end of the journey at the registered office of HCT Busvermietung GmbH, Georgswerder Bogen 4, 21109 Hamburg.

6.4. Claims arising from the contract can only be asserted by the booking party itself. An assignment of these claims is not permitted.

Contractual claims shall become statute-barred one year after the contractually agreed end of the tour, but not before the bus enterprise has been notified of a defect, and not in case of intent. The statute of limitations is suspended as long as there are negotiations between us and you about the claim or the circumstances giving rise to the claim. The suspension ends if one party refuses to refuse to continue the negotiations. The statutory limitation periods shall apply to claims statutory limitation periods shall apply.

6.5. All offers and the prices included are exclusive of possible road, toll, parking, ferry and city entry fees as well as any overnight expenses for the driving personnel in the case of multi-day trips, unless otherwise stated in the order confirmation.

6.6. If parking fees, hotel or catering costs incurred during the trip are not borne by you on site and have to be charged to you by us subsequently, an administration fee of € 28.00 will be charged in addition to the fees or costs charged by us.

6.7. Please follow the upper limit of one piece of luggage and one piece of hand luggage per person. Minibuses may have a reduced capacity. Please notify us of any excess luggage when placing your order.

6.8. We only use contractors who have all the necessary concessions for transportation and who employ qualified personnel.

6.9. For trips with increased transport risk (e.g. soccer trips, demonstrations) we reserve the right to charge a deposit of up to € 25.00 p.p. before the start of the trip. This deposit will be refunded at the end of the trip if the trip runs smoothly. If it is not stated at the time of booking that the trip is a soccer trip or a trip to a demonstration, we reserve the right to cancel the contract.

7. Passport, visa and health regulations

7.1. Please inform yourself about the passport and visa requirements applicable to the respective country of travel and about health formalities (vaccinations). The duty of information and due diligence in this regard is incumbent on the customer.

HCT Busvermietung GmbH, 21109 Hamburg
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