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 Ltd (PB) for special excursions of one or more days.
   1.2 Package holidays are deemed to be offered under the definition provided in Art. 1 of the Federal Act on Package Travel of 18 June 1993.

2. **Conclusion of the contract**
   2.1 The contract between you and PB comes into being with your written, telephonic or personal order confirmation. If you choose to add any additional travellers, you will be liable for the fulfilment of their contractual obligations (in particular regarding the payment of travel costs) in addition to your own obligations.

3. **Services**
   3.1 PB undertakes to perform the promised travel-related services set out in the written order confirmation or in PB’s operating contract. PB may reschedule vehicles as needed.
   3.2 The order confirmation or operating contract alone govern which services are to be provided. Other brochures and publications (hotel brochures and other information material not produced by PB) are not part of the travel contract and PB is not liable for the information that they contain.

4. **Prices**
   4.1 Where services are not advertised publicly, prices are governed by the order confirmation or operating contract in the case of published special excursions (cf. item 7).

5. **Cancellation costs and emergency cover for travel-related incidents**
   5.1 If you have not already done so, we recommend that you take out a combined insurance policy that offers coverage regarding cancellation costs in addition to emergency cover for travel-related incidents.
   5.2 Insurance cover is not included in our package prices and must be taken out directly with an insurance company.

6. **Payment terms**
   6.1 In the case of special excursions, the services supplied will be invoiced after the excursion has taken place. Unless otherwise agreed, the invoice is to be paid within ten days.
   6.2 Special payment terms may apply in the order confirmations or operating contracts.
   6.3 Any bank charges will be debited to you.

7. **Price updates**
   7.1 It is possible that the confirmed prices may have to be adjusted, particularly in the following cases:
   - In the event of increases in transport-related costs (particularly fuel price increases).
   - In the event of government-imposed price increases (e.g. VAT).
   - In the event of newly introduced or increased government levies or charges (e.g. visitor’s tax).

7.2 We reserve the right to pass on price increases, but by no later than 21 days before the agreed date of departure. If the price increase exceeds 10% of the confirmed package price, you have the right to withdraw from the contract free of charge within five days.

8. **Cancellations by the customer**
   8.1 If you wish to change or rebook the trip that you have arranged, you must inform PB in writing by post or e-mail. PB may charge a processing fee of up to CHF 80 per dossier for changes.
   8.2 Once the cancellation periods have begun, the fees set out in item 8.4 may be applied additionally.
   8.3 Cancellations must always be made by post or e-mail. If the cancellation is made less than 21 days prior to departure, we also ask that you inform PB 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 PB, either by post or by e-mail. If this day is a Saturday, Sunday or public holiday, the next working day will be taken as the key date.
   8.4 PB charges a minimum cancellation fee of CHF 80.00 for each cancellation. Depending on the cancellation date, the cancellation fee may be adjusted according to the table below. The percentages refer to the confirmed price as per item 4:
   - up to 30 days prior to departure: CHF 80.00
   - up to 20 days prior to departure: 50% of the confirmed price
   - up to 10 days prior to departure: 80% of the confirmed price
   - up to 2 days prior to departure: 100% of the confirmed price

Tickets to cultural events will be charged in full in the event of rebooking or cancellation. The contractual conditions and conditions of travel of the respective organiser or service provider apply.

If you are prevented from participating in the trip, you may transfer the booking to a person who fulfils all the conditions for taking part, provided that you inform PB of this within a reasonable amount of time prior to the date of departure. You and the person to whom you have transferred the booking are jointly and severally liable for payment of the costs to PB and for any additional costs incurred as a result of this transfer.

9. **Liability**
   9.1 PB shall not be liable in cases of non-fulfilment of the contract or failure to fulfil it properly if this is attributable to:
   - a. failures on the part of the customer.
   - b. unforeseeable or unavoidable failures by third parties not involved in the provision of the contractually agreed services.
   - c. force majeure or an event which PB could not foresee or avert despite all due care being taken to that end. In particular, this includes natural disasters such as landslides, earthquakes, volcanic eruptions, floods, unusually intense storms, lightning, plague, epidemics and pandemics (including Covid-19 and mutations thereof, as well as any other Covid variants) and the official measures associated with them.

Any basic liability attributed to PB is limited to double the cost of the journey, unless the damage was caused intentionally or by gross negligence. This limitation of liability does not apply in cases of personal injury.
10. Significant changes prior to departure
10.1 Significant changes to the contract are deemed to be any considerable amendments that PB makes to one of the key clauses of the contract prior to the date of departure.
10.2 A price increase of more than ten percent is classed as a significant change to the contract (cf. item 7).
10.3 PB will notify you as soon as possible of any significant change to the contract and will indicate the effect that the change will have on the price.
10.4 You may choose to accept a significant change to the contract, or withdraw from the contract without compensation. PB must be notified of any decision to withdraw as soon as possible.
10.5 If you withdraw from the contract, you have the right to:
   a. reschedule the journey for a different date (subject to availability), or
   b. a refund of all of the payments that you have already made, to be paid as soon as possible.
   c. The right to any claim for damages in the event of the non-fulfilment of the contract remains reserved (cf. item 9).

11. Cancellation of the journey prior to the date of departure
11.1 Should PB cancel the trip before the date of departure due to circumstances for which you are not responsible, you will be entitled to make a claim or claims under the provisions of item 10. However, you are not entitled to compensation for non-fulfilment of the contract if the cancellation is due to any of the reasons stipulated in item 9.1. Overbooking is not considered to be “force majeure”.

12. After departure
12.1 If, after departure, a significant part of the agreed services is not provided or if PB determines that it cannot provide a significant part of the intended services, it shall:
   a. make reasonable arrangements for the journey to continue; and
   b. compensate you for the resulting damages; the amount of compensation shall be equal to the difference between the price of the services that were planned and the price of the services that were actually provided.
12.2 If these arrangements cannot be made, or if you refuse them for significant reasons, PB shall arrange equivalent transportation by means of which you can return to the place of departure or travel to a different location agreed with you.
12.3 PB shall provide compensation for damages in accordance with the conditions stipulated in item 9.
12.4 Should you cancel the trip prematurely without any fault on the part of PB, the price for the special excursion, including any additional services, cannot be refunded. Any payments for unused services will be returned to you, provided that they were not charged to PB.

13. Complaints
13.1 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 driver and demand that the situation be rectified without charge.
13.2 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 driver. They are obliged to provide this confirmation but are not authorized to recognize any claims for damages.
13.3 The request for compensation and the confirmation of the driver must be submitted to PB 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.

14. Data protection
14.1 PB shall observe all statutory regulations and legal provisions when collecting and processing the data you provide. In particular, data shall only be gathered and processed for the purpose described and to the necessary extent. PB takes appropriate technical and organizational measures to safeguard customer data and treats it confidentially.
14.2 You acknowledge that PB may involve third parties to render services and supply the necessary data available to the third parties involved. The data processor is subject to the same obligations as regards guaranteeing data protection as PB itself and may – subject to differing legal regulations – not process the data for its own purposes and only on behalf and on the instructions of PB. PB undertakes to select, instruct and monitor such service providers in a prudent manner.
14.3 With regard to the provision of a competitive market service, you agree that PB may collect and process your personal data for market research (e.g. customer satisfaction surveys) and consulting purposes.
14.4 You have the right to prohibit PB from using your personal data at any time without specifying a reason, provided that usage of the data is not required for the provision of services.

15. Applicable law and place of jurisdiction
The place of jurisdiction for consumer contracts is governed by Art. 32 of the Swiss Civil Procedure Code (CPC). Consumer agreements are agreements concerning commonly used services that are intended for use by the consumer for personal or family purposes and which are offered by PB in the course its commercial activities.
15.1 In cases that do not involve consumer contracts, Swiss material law shall apply and the place of jurisdiction shall be Bern.
16. **Authoritative version**

The General Contractual Terms and Conditions of Travel (GCTCT) are available in German, French, Italian and English. In the event of contradictions, the German version is authoritative.