

Terms of business / Coach Service GmbH (Coach Service private limited company)

§ 1 OFFER AND CONCLUSION OF AGREEMENT

1. Offers of Coach Service GmbH are subject to alteration without notice.
2. Orders can be placed verbally or in written form.
3. The contract will come into effect with a written confirmation by Coach Service GmbH with a binding payment plan. The agreement is binding when in time down payment is made.

§ 2 SCOPE OF SERVICE

1. The details of the written confirmation shall prevail to the scope of contractual service.
2. Service covers the supply of a vehicle as agreed in the written confirmation, a driver and the realization of transportation.
3. Agreed service does not include the supervision of the passengers, supervision of objects belonging to the customer or to passengers left inside the vehicle, supervision of luggage, especially while loading and unloading.
4. Technical equipment and devices in the passenger compartments and associated supply units that temporarily fail due to environmental influences, technical defects or the services of third parties, are excluded from a payment reduction.

§ 3 PRICE AND PAYMENT

1. Prices as well as terms of payment are valid as agreed on conclusion of agreement.
2. If payments fail in due timely manner the contract is annulled. In this case Coach Service GmbH may cancel all services.

§ 4 NOTICE OF TERMINATION AND WITHDRAWAL BY THE CUSTOMER

- If the customer cancels the contract before the end of the journey or if he does not take up upon the vehicle he will not be released from the liability to pay as long as Coach Service GmbH is not responsible for the circumstances leading to cancellation. Coach Service is obliged to credit any saved costs and advantages arising from further use of the vehicle.
- In this case the following fees have to be paid by the customer:
 - non-utilization up to 60 days before departure: 25%
 - non-utilization up to 30 days prior to departure: 50%
- Claims for damages will be respectively higher or lower if Coach Service GmbH proves a higher damage or if the customer proves a lower damage.

§ 5 NOTICE OF TERMINATION AND WITHDRAWAL

1. Coach Service GmbH as well as the customer may cancel the contract given that an important reason beyond their influence which makes transportation unacceptable especially in cases of majeure such as war, riots, epidemic diseases, seriously dangerous weather and road conditions, closing of frontiers and road blocks.
2. In case of breakdown of vehicle involving a third party especially caused by accident involving a third party, technical defects of the vehicle in spite of regular maintenance etc. Coach Service GmbH as well as the customer will be released from their obligations given that an equivalent vehicle cannot be provided due to above mentioned circumstances or lack of availability.
3. In both cases Coach Service GmbH is obliged to make the necessary organizational arrangements in accordance with the customer during the transportation. For fulfilled services Coach Service GmbH will receive a consideration according to the agreed rates. Additional costs have to be taken over by the customer.

§ 6 LIABILITY

1. Coach Service GmbH is liable for material damages as referred to in §23 'Personenbeförderungsgesetz' –passenger transportation law- (exclusion of liability in case of material damages exceeding Euro 1022,58 per person given that damage is not caused by intention or gross negligence by Coach Service GmbH).
2. Furthermore, the liability of Coach Service GmbH for breach of duty within the scope of the contract - no matter which legal ground – is limited to the triple amount of the agreed fee, as long as no intention or gross negligence is given.
3. Demands not based on the contract between Coach Service GmbH and customer will not be affected by liability limitations.
4. Further liability of Coach Service GmbH is excluded (see §2, no.3).
5. Coach Service GmbH is not liable in case of cancelation of a concert/event.
6. The contractor may arrange himself an additional insurance with the clause “extended non-appearance of persons”.
7. For trailers apply § 6 no. 1. The contractor may arrange an additional issuance for their contracted trailer.
8. The contractor is liable for all damages to the provided vehicles caused by him or his agents.

§ 7 LEGAL DOMICILE

- Legal domicile is Köln (Cologne, Germany) if the customer is a registered trader or a legal entity under public law or public special assets.

§ 8 LAW IN FORCE

- The law of the Federal Republic of Germany is effective.