

## **General Terms and Conditions**

### **Bus rentals by Voyages Unsen**

#### **The “company”:**

Voyages Unsen S.A.

9, rue Principale

L-8817 Eschette

Phone: (+352) 236 222 -1

VAT no.: LU 17 44 7737

Luxembourg Business Register: B106688

#### **1. Subject of the contract**

1.1 The subject of the contract is the rental of vehicles with driver.

1.2 The customer signs the contract in his own name and on behalf of his companions, agreeing to the terms and conditions listed in these General Terms and Conditions.

#### **2. Booking**

2.1 The booking by the customer is made online, by telephone or in writing by post or e-mail. In the case of a telephone, written or online enquiry, the customer will first receive a written offer by post or e-mail.

2.2 The enquiry must contain the following information to be processed: Contact person who will be on the trip, date, destination, number of people or desired vehicle capacity, vehicle category, time and place of departure for outward journey/arrival at destination and departure for return journey/arrival of return journey and provisional programme.

2.3 After receiving the offer, the customer has time to accept it within the period stated on the offer. The company can only guarantee availability of the vehicle during this period.

2.4 If the customer accepts the offer within the specified period, it must be signed by the customer and returned to the company. By doing so, the customer agrees to the General Terms and Conditions of the company.

2.5 The reservation is binding only after receipt of the written booking confirmation (confirmation) by the company.

2.6 The company reserves the right to amend the offer and the confirmation in the event of errors and to reissue it to the customer.

2.7 All agreements, ancillary agreements and special requests requested by the customer in the order must be agreed in writing, otherwise they shall have no binding effect. In the event of contradictions between the order and the booking confirmation, the content of the booking confirmation shall prevail.

#### **3. Changes to the order after confirmation**

3.1 After completion of the rental contract, changes requested by the customer are only possible with the express consent of the company.

3.2 If the company is obliged to make changes due to circumstances of any kind, the company must inform the customer. These circumstances must seem acceptable for the customer.

#### **4. Services guaranteed by the company**

4.1 The company shall only provide the services expressly stated in the booking confirmation. These services include:

1. the provision of the booked or a higher bus category and seating capacity
2. the realisation of the transport from the point of departure to the point of arrival
3. strict compliance of the EU directives regarding the specified driving, shift and rest times of the drivers and the traffic regulations
4. the transport of the customer's luggage.

4.2 Any other services other than those included in the offer, or the confirmation, are not guaranteed by the company.

4.3 The company cannot under any circumstances be held responsible for delays caused by traffic jams, roadworks or other events related to road conditions.

#### **5. Payment methods**

5.1 The rental price corresponds to the amount specified in the booking confirmation. This includes transport in vehicles with driver, the booked services and the applicable fees.

5.2 The company reserves the right to request a deposit or the total rental price of the bus rental from the customer upon conclusion of the contract. The company reserves the right to withdraw from the contract after a reasonable period has elapsed if the deposit or the total rental price is not received and to charge cancellation fees in accordance with point 8.

5.3 The possible remaining amount of the bus rental must be paid by the customer within a period of fourteen (14) days after receipt of the invoice. Exceptions must be agreed in writing between both parties (customer/company). In the event of non-payment of the invoice, the company reserves the right to take legal proceedings to recover the amount due.

5.4 All additional costs arising from changes to the reservation after the contract has been signed by the customer are to be paid by the customer. Furthermore, admission tickets, personal expenses of the customer and additional kilometres are not included in the total price of the bus rental.

5.5 Any repair and cleaning costs incurred due to damage or soiling in or on the vehicles caused by the customer or their companions are to be paid by the customer.

#### **6. Price changes**

6.1 The company expressly reserves the right to increase the price of the bus rental in the event of an unpredictable increase in the cost price after the conclusion of the rental contract. This concerns, among other things, the price of fuel, driver's accommodation, car park costs, road tolls, etc. In this case and after the customer has been informed, this price increase must be paid by the customer. If the increase in price is more than 5% (excluding VAT) of the total price, the customer has the right to cancel the trip within seven (7) days of the price increase.

#### **7. Transfer of tour**

7.1 The customer (transferor) may transfer their rental contract to a third party (transferee) before the start of the transportation, provided that the third party fulfils the requirements and there are no legal regulations or official orders that prohibit the third party from participating/departing. The customer and the third party are jointly and severally liable to the company for the total price and any additional costs incurred as a result.

## **8. Cancellation by the customer – No-show of the customer**

8.1 In the event of cancellation of the bus rental prior to departure, the customer is obliged to pay a flat-rate compensation of the total price, taking into consideration the time of cancellation.

>21 days: 10%

21 to 8 days: 25%

7 to 1 day(s): 60%

If the customer does not show up or does not start the journey: 100%

8.2 The day on which the company receives the cancellation is considered when calculating the compensation. Cancellation by the customer must be made in writing.

8.3 If the rebooking results in higher total costs, the customer must pay the difference. If the total rental price is lower due to a change of bus category, the customer will be charged 50% of the difference. If the travel period is changed, the booking is treated as a cancellation and new booking. In this respect, the cancellation conditions explained under point 8.1 shall apply.

## **9. Termination due to serious disruption caused by the customer or their companions**

9.1 The company is entitled to terminate the rental contract if the customer or their companions causes significant disturbance during the journey so that their continued participation in the journey is no longer reasonable for the company and/or the other tour participants. This shall also apply in the event of non-compliance with the instructions of the specialised staff by the customer or one of his/her companions in the event of objectively justified indications. In this case, the company is entitled to full payment as stipulated in the rental contract if this does not result in cost savings or taking advantage of any other use of the services which were initially scheduled in the contract, all of this without affecting their right to damages.

## **10. Cancellation by the company**

10.1 The company reserves the right to cancel the contract before the start of the journey. The customer has no right to compensation.

## **11. Cancellation due to a force majeure event**

11.1 If one of the contract's essential services cannot be executed by the rental company before departure following an event of external nature, the customer, who has been duly informed of this, has the right to withdraw from the contract within seven (7) days. Alternatively, the customer may opt for a substitute service of equal or higher value offered by the company at no extra charge. If the customer cancels the contract, all amounts already paid will be refunded without any extra charge within a month. The customer is entitled to a refund of the price difference if the replacement service is of lesser quality.

## **12. Transportation problems, customer rights and obligations**

12.1 If, for some reason, an essential contractual service cannot be provided during the journey, the company will, if possible, offer a substitute service of at least equal value. In the event of a higher

quality replacement service, the company shall bear the costs of the surcharge. In the event of a reduced service, the difference between the originally planned service and the service provided will be refunded to the customer. If the company is unable to offer a substitute service or if the customer refuses the substitute service offered for a valid reason, the company is obliged to provide the customer and his companions with a suitable means of transport to return home. In this case, the services provided for in the contract and supplied by the company up to the moment of arrival at the return destination must be paid for by the customer.

12.2 The customer is obliged to independently inform himself about the formalities of the countries travelled to and to adapt to them. This applies to: Passport, visa, foreign currency, customs, health regulations. The company takes no responsibility in this respect.

12.3 When travelling with minors or people with physical disabilities, the customer is obliged to provide one or more supervisors who are responsible for the safety and well-being of these people throughout the journey. These supervisors must be adequately trained to be able to react appropriately to special needs or possible emergencies.

12.4 Children will be assigned their own seat and may not sit on an adult's lap during the journey. The customer is obliged to ensure that the child's carer provides a suitable attachment to the seat that corresponds to the child's weight and height.

12.5 Pets are not permitted, apart from assistance dogs. Exceptions must be agreed in writing between both parties (customer/company).

12.6 During the journey, the customer and their companions must expressly follow the instructions of the on-board staff (driver, tour guide, etc.). If this is not the case and the behavior represents a danger to the safety and order of the passengers and the company, the company has the right to exclude the disruptive persons from the journey. Complaints by the customer against the company are inadmissible in this case.

### **13. Limitation of responsibility**

13.1 The rental company's contractual responsibility for damages, other than personal injuries, is limited to the price of the transportation, if the damage is not the result of unacceptable behavior, deceit or gross negligence of the customer or one of their companions or due to actions from a third party or as a result of force majeure.

13.2 The rental company is responsible for the execution of transportation according to current national, European, and international legal provisions.

13.3 If international agreements are applicable to the services or if there are legal provisions based on these agreements and providing that damages may not be claimed on clearly determined conditions or with limitations, the company may base itself on these relevant agreements and legal provisions regarding the customer.

13.4 The company is not liable for the customer's nor for their companions' behavior during the tour. This is the sole responsibility of the customer and their companions.

### **14. Customer obligations for collaboration**

14.1 Unless otherwise stated, the customer is obliged to inform the company of the final programme of the trip, the exact number of participants and all information relevant to this trip no later than

fourteen (14) days before departure. Delay or failure to provide this information may affect the proper fulfilment of the terms of the contract, for which the company cannot be held liable.

14.2 During the journey, the customer is obliged to act as a mediator between the parties in the event of disputes between his companions and the on-board staff.

## **15. Customer's luggage**

15.1 The customer is obliged to inform the company before departure what types of luggage will be transported on the journey so that the company can optimise its organisation in line with requirements.

15.2 The customer is responsible for the safekeeping of their luggage.

15.3 The rental company is not responsible if luggage is stolen during loading and unloading of luggage.

## **16. Processing of personal data**

16.1 Any contract between the company and the customer may include the collection of personal data of the customer, the processing of which is necessary for the performance of the contract and/or the fulfilment of legal obligations. In such cases, the data may be processed, stored and archived by the company or even passed on to third parties or subcontractors. Any transfer of personal data is carried out in accordance with Luxembourg law and the law of the European Union, in particular the General Regulation on the Protection of Personal Data (No 679/2016/EU).

16.2 Unless otherwise stated, this information includes the name of the customer or his/her representative (if it is a legal person), a correspondence postal address, a billing address, an e-mail address and a phone number. However, if this is necessary for the performance of the contract, the information to be transmitted by the customer may be more extensive.

16.3 Access to this data is secured. The company shall inform the customer of any violation of his rights in accordance with the provisions of this point.

16.4 The customer declares that he has been informed that, on the one hand, in accordance with the legislation applicable in the Grand Duchy of Luxembourg on the processing of personal data, he shall have access at any time to the personal data concerning him and its rectification. On the other hand, the customer has the right to refuse the processing of his data, with the consequence that the company then reserves the right to refuse the conclusion of the contract with the customer, if this data is necessary for the performance of this contract.

16.5 The data may be stored for the entire term of the contract and for ten (10) years after the expiration of the contract, without prejudice to any limitation periods and legal/regulatory requirements that prescribe a longer retention period.

## **17. Limitation period for complaints**

17.1 Complaints about insufficient services - except for personal injury - must be submitted by the customer within thirty (30) days (the postmark applies) to the company in writing by post to Voyages Unsen S.A. 9, rue Principale L-8817 Eschette, Luxembourg after the return of the transportation as determined in the contract. Upon proof of a justified extension, the customer may be granted a longer period.

17.2 The right of the customer according to point 17.1 to complain - except for personal injury - usually expires one year after the end of the transportation as determined in the contract. The limitation of a year only takes effect after the customer has communicated the error to the company.

## **18. Information about insurances**

18.1 Transportation risk in the vehicle is insured as part of the legal provisions.

18.2 The company has taken out professional indemnity insurance with the insurance company Foyer Assurances, 12, rue Léon Laval, L-3372 Leudelange, Luxembourg.

18.3 Personal belongings of the customer and their companions are not covered by the insurance of the company.

## **19. Final provision**

19.1 The rental company reserves the right to modify these General Terms and Conditions. Changes can only be opposed to the lessee if the customer has been informed in writing before the conclusion of the rental contract.

## **20. Applicable law**

20.1 Luxembourg law applies to these General Terms and Conditions and to the contract concluded.

## **21. Dispute resolution**

21.1 Disputes arising from these General Terms and Conditions, or the validity, interpretation, implementation or termination of the contract concluded between the company and the customer are subject to the Mediation Regulation of the Centre de Médiation Civile et Commerciale (CMCC) in Luxembourg, to which the parties in this case accede by signing a mediation agreement pursuant to Articles 1251-9 of the new Code of Civil Procedure.

21.2 Pursuant to Article 1251-9 of the new Code of Civil Procedure, the signing of the mediation agreement suspends the limitation period of the contract concluded during mediation.

21.3 The obligation to settle disputes through mediation provided for in these General Terms and Conditions shall be deemed to have been fulfilled and the mediation shall be deemed to have ended within the meaning of Article 1251-5 paragraph 2 sentence 3 of the new Code of Civil Procedure, if, at the end of the first hearing before the mediator, the parties or one of them decides not to continue their settlement of the dispute through mediation.

21.4 If a mediation under the Mediation Regulation of the Centre de Médiation Civile et Commerciale (CMCC) in Luxembourg cannot settle a dispute between the company and the customer, the courts of the Grand Duchy of Luxembourg will have exclusive jurisdiction to deal with and resolve this dispute.

These General Terms and Conditions are available in German, French and English. In the event of discrepancies between these versions, the German text prevails.

As of: 01.07.2025