

## **Terms and conditions**

### **1. GENERAL**

1.1 These general conditions are accepted, respected and used by all members of the AGPA (Geneva Association of Coach Owners). They are applicable to collective passenger transport and are given to customers on request when submitting the transport offer.

1.2 These general conditions are also available on the AGPA website: [www.agpa.ch](http://www.agpa.ch).

### **2. ESTABLISHMENT OF THE CONTRACT**

2.1 The following essential points appear in the offer, respectively the confirmation of transport, given by the carrier:

- Dates
- Hours
- Pick-up location (s), routes and description of the trip
- The cost of the service
- The type of vehicle available
- Particular conditions

2.2 The transport distance corresponds to the route defined by the carrier taking into account security constraints, road infrastructure and vehicle characteristics, all unless otherwise required by the principal, accepted by the carrier

2.3 Subject to the agreement of the carrier, the principal fixes, before departure, the daily stages within the framework of the various applicable regulations, in particular as regards traffic, working hours, driving time and driver's rest.

2.4 The instructing party and passengers may not give any written or verbal instructions leading to infringements of the provisions mentioned in section 2.3.

2.5 The carrier reserves the right to subcontract the performance of the services. In this case, he retains, vis-à-vis the principal, full responsibility for the obligations arising from the contract.

### **3. PRICE, PAYMENT**

3.1 The price of transport is calculated taking into account in particular the distance traveled, the low - medium - high season period, the type of vehicle used, the services and equipment requested by the client, regulatory constraints related to time, drivers' workload, specific traffic characteristics, costs related to the establishment and management of the contract, as well as any tax related to transport and / or any duty the collection of which is charged to the carrier. Any modification of the contract attributable to the principal entails a readjustment of the price. The price may also be changed if an incident or event occurs that makes it impossible to complete all or part of the service under the conditions initially provided for and leads the carrier to take appropriate measures to ensure the safety and comfort of the passengers.

3.2 The price is payable on receipt of the invoice, in cash and without discount, except for deadlines granted by the carrier and stipulated on the invoice.

#### 4. TERMINATION OF THE CONTRACT

4.1 "Date of departure" means the day and time indicated in the offer, respectively the confirmation of transport. The client is responsible, except in cases of force majeure, for the cancellation of the trip.

4.2 In the event of cancellation by the principal, the general cancellation conditions are:

- More than 7 days before departure = 0% fees
- 7-3 days before departure = 30% fees
- 2 days before departure = 50% costs
- 1-0 days (no show) before departure = 100% cost

4.3 In the event of force majeure (for example travel ban, border closure or quarantine imposed by federal or cantonal authorities, in the context of the Covid-19 pandemic), the cancellation of the trip may be granted free of charge to the principal, except those which have already been incurred by the carrier before the cancellation.

#### 5. SCHEDULES

5.1 The transport company cannot be held responsible for any delays due to weather or traffic conditions.

5.2 Times are indicative and may be subject to change.

#### 6. COACH AND CREW

6.1 The driving and custody of the coach is the responsibility of the carrier. He is accountable for:

- The competence of the drivers in relation to the task incumbent on them under the contract,
- Violations of the requirements relating to driving and rest times as well as those of the highway code, except those mentioned in section 2.3 and committed in violation of section 2.4
- With regard to third parties, including passengers, bodily injury and material damage caused to them, insofar as the law or regulations of Swiss law makes it liable for such damage under the contract of carriage. The carrier will take out all the necessary insurance for this purpose.

6.2 The coach will be provided by the carrier in good working order, presentation and maintenance inside and out. The coach will have to meet all technical regulatory obligations.

6.3 The coach will be adapted to the distance to be traveled, to the characteristics of the group and to the possible requirements of the principal and compatible with the weight and volume of the luggage provided.

6.4 The fuels, lubricants and materials necessary for the proper functioning of the coach will be provided by the carrier for the duration of the trip.

6.5 If the vehicle breaks down during the trip, the carrier will repair it as soon as possible and replace it if necessary, or take any other useful measure.

6.6 The carrier's crew, made up of qualified professionals, will have proper attire and attitude throughout the journey.

6.7 Stops are left to the initiative of the carrier or the driver, to meet safety obligations and compliance with the regulations in force, relating to driving and rest times for drivers, or other necessities.

## 7. RESPONSIBILITIES RELATED TO THE TRANSPORT OF PERSONS AND BAGGAGE

7.1 The carrier's liability covers bodily injury caused to passengers, from boarding the coach to disembarking, these two actions included, except for damage caused by the fault of the passengers or by the nature of the baggage or its packaging.

7.2 For safety reasons, it is forbidden to transport dangerous objects or flammable, toxic, explosive or corrosive substances. It is the responsibility of the principal or passengers to check that their baggage does not contain such substances or objects. Failure to comply with this provision entails the responsibility of the principal or passengers. The carrier reserves the right to any possible recourse.

7.3 The carrier declines all responsibility for the transport of hand luggage.

7.4 The company declines all responsibility in the event of theft or loss of objects inside the coach.

7.5 In the event of force majeure or dictated by the necessities of passenger safety, the carrier declines all responsibility for the consequences caused by the delay or lack of a connection.

## 8. POLICE AND SECURITY RULES

8.1 The coach and the crew will be provided with the necessary travel documents.

8.2 The principal and passengers will be required to comply with the requirements applicable to persons and luggage in the countries crossed (entry and exit documents, customs and tax documents, illicit substances, etc.).

8.3 The driver takes the necessary safety measures and gives, if necessary, instructions to passengers who are required to comply with them.

8.4 Animals are not allowed for transport without prior agreement.

8.5 The principal or the passenger are not entitled to affix, without the prior consent of the carrier, signs or other posters.

8.6 The passengers respectively the principal will be responsible for any damage caused by them to the coach.

8.7 Smoking is prohibited on board coaches.

8.8 The consumption of alcohol is not strictly prohibited. On the other hand, the principal, respectively the passengers, are responsible for the smooth running of the trip, in order to guarantee the safety of the driver and passengers. The driver is authorized to stop the vehicle in the event of overflow and non-compliance with safety rules.

8.9 Each passenger must fasten his seat belt. In the event of an accident or a ticket, the carrier declines all responsibility for not wearing a seat belt.

## 9. LITIGATION, JURISDICTION, APPLICABLE LAW

9.1 For any dispute, only the courts of the head office of the Geneva carrier are competent, even in the event of a warranty claim or multiple defendants.

9.2 The carrier's contract is governed by Swiss law.

## 10. QUALITY CHARTER

10.1 In addition to these common general conditions, the members of the AGPA have signed a quality charter delivered with this document or downloadable from the website [www.agpa.ch](http://www.agpa.ch).