General Terms and Conditions – VBZ Extra Trips (Extrafahrten)

These General Terms and Conditions (GTC) govern the relationship between the VBZ Extra Trip customer and the City of Zurich, represented by Zurich Public Transport (VBZ), VBZ Extrafahrten.

Provisions deviating from these are only valid if they have been agreed in writing between the parties.

- **1 Services** VBZ hires out its vehicles including a driver for private trips. An Extra Trip is defined as a trip with a route defined in advance and a private group formed in advance. En-route stops can only be made for the previously booked group to embark or disembark. Unannounced guests will not be allowed on board. The trips must not be publicly advertised. The customer will provide information to VBZ about the nature of the proposed Extra Trip.
- ${\bf 2~Prices}~{\rm The~current~prices~are~published~on~www.vbz.ch/extrafahrten~(in~German).~The~prices~as~stated~include~value-added~tax.}$
- VBZ reserves the right to unilaterally change the prices at any time.
- **3 Availability** Extra Trips operate on the routes of the scheduled services (except the Bellevue loop). Those taking part in the Extra Trip must be standing ready at the stop upon arrival. The scheduled vehicles have priority. There will be no compensation for delays.
- **4 Music and decorations** Music may be played during the trip as long as this does not impair the driver's concentration. Decorations may be placed inside the vehicle after consultation with VBZ Extrafahrten. Exterior decoration is not allowed.
- **5 Night trips** For trips between 10 pm and 5 am, a night surcharge is added for each working hour.
- **6** Breakdown of the vehicle ordered If there is an unexpected breakdown of the vehicle ordered, VBZ reserves the right to replace it with another type of vehicle.
- 7 Change to programme and non-performance If events occur that are outside VBZ's sphere of influence (e.g. demonstrations, defective vehicle, disruption to line, accident, government directives), VBZ is entitled to cancel an Extra Trip, to terminate it or to change the route without the obligation to pay compensation. VBZ will make every effort to organize a suita-ble replacement vehicle. If this is not possible, the Extra Trip will be cancelled. In this case, the customer will not be charged for the vehi-cle rental. There is no entitlement to compen-sation.
- **8 Exclusion of liability** VBZ rejects any liability for property damage or personal injury that results from improper conduct of passengers.
- **9 Cleaning of dirty vehicle** Where the vehicle is left excessively dirty, VBZ reserves the right to charge for cleaning.
- 10 Catering Catering for Extra Trips can only be ordered from the catering partners listed on the VBZ website; no other caterers are permitted. VBZ acts as the representative of the catering partner when concluding the contract. The catering partner's rights and obligations are created by the contract. The catering partner alone is liable to the customer for the non-

fulfilment or improper performance of the catering contract, in particular for any damages as a result of unsatisfactory food or drink.

- **11 Complaints** Complaints in relation to the operation of the Extra Trip or the catering are to be reported to VBZ or the catering partner, respectively, within 14 days. Otherwise, the contract is deemed to have been properly performed.
- 12 Changes to orders and services VBZ Extra-fahrten must be informed of any changes to the ordered Extra Trip no later than 7 working days before the start of the trip. Thereafter, a fee of CHF 100.00 will be charged for the fol-lowing changes:
- Changes to the duration of the trip and the departure and arrival times
- Changes to the entry or exit station
- Changes to the vehicle that lead to additional personnel costs

Route changes and changes to the entry and/or exit station that do not result in a change of time are free of charge.

VBZ cannot guarantee the implementation of the desired adjustments.

VBZ Extrafahrten must be notified of changes to the catering up to 7 working days before the trip. The number of persons/quantity of food/choice of food notified by the customer up to 7 working days before the Extra Trip is binding and is the basis for invoicing.

13 Cancellation conditions The following cancellation conditions apply to the Extra Trip:

VBZ costs	Catering costs
No cost	No Cost
No cost	50 % of total cost (excl. drinks)
50% of total cost	70% of total cost (excl. drinks)
100 % of total cost	100% of total cost (excl. drinks)
	No cost No cost 50 % of total cost 100 % of

Cost-neutral changes to the reservation are only possible up to 4 business days before the trip.

14 Invoicing VBZ will invoice for the Extra Trip including additional services immediately after the trip. The catering will be invoiced by the catering partner.

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- 15 Interest on arrears/reminder fees $\,$ The customer is aware that in the event of late payment, interest on arrears of 5% and a reminder fee of CHF 20.00 are charged.
- **16 Data protection** For information on data protection, please refer to the VBZ data protection policy.
- 17 Place of jurisdiction and applicable law Zurich is the place of jurisdiction for any disputes arising from Extra Trip contracts. Only Swiss law applies; the application of conflict of law provisions is excluded.
- **18** Amendments to the GTC VBZ may adjust and amend these GTC at any time. Customers will be notified in an appropriate manner of adjustments and amendments to the GTC, in particular by publication of the relevant details on the website www.extrafahrten.vbz.ch. The applicable GTC are those available at the time of the order.