



## **General Terms and Conditions (GTC) and Terms of Transport for B & R Shuttle Service**

Effective December 2013

Customers may place orders with B & R Shuttle Service (B&R) verbally, in writing, by telephone, by fax or by e-mail.

B&R's written transfer confirmation constitutes a legally binding contract; the signature of the customer (or person placing the order) is not required for the contract to be legally binding. B&R Shuttle Service's General Terms and Conditions and Terms of Transport are the basis for the contract.

The transport of up to 6 persons is in accordance with the provisions of the German Public Transport Act. The customer recognizes these General Terms and Conditions and Terms of Transport without qualification.

After receipt of transfer confirmation, the customer bears full responsibility for the correctness of data contained in the transfer confirmation transmitted to him by B & R. If there are any discrepancies or transmission errors, the customer is obliged to notify our office immediately by fax or telephone.

This is especially critical in regard to return flights and arrival data, which may only be known after arrival at initial destination.

The customer is obliged to inform B & R of any changes within 24 hours.

In the Zugspitz-Area, B & R will determine pick-up time. Usually this will be 4 hours before scheduled time of departure.

If pick-up time is less than four hours before scheduled departure time, B & R cannot guarantee punctual arrival at the airport.

B & R and the customer will discuss an earlier pick-up time if any unusual weather or traffic conditions are anticipated en route on an individual basis.

Reservation changes (date or time changes) will be treated as a cancellation with a new booking. B & R's written confirmation of the change is required.

Reservations will be cancelled if the costs for the transfer have not been received on B & R 's account five days before the beginning of the trip (form of payment: money transfer). Last minute reservations with less than ten days notice are to be coordinated directly with B & R. The customer is only entitled to transport if B & R has confirmed that there is capacity available. Transfer begins "curbside"; i.e., we will not drive on to private property. Luggage is to be ready to load curbside. Pick-up time is departure time.

Please coordinate the transport of disabled persons and any accompanying individuals with our central office.(Transport of wheel chairs, etc.)

The possibility of transporting a dog cage must be clarified in advance. The price of transporting the cage will depend on its size.

B & R is committed to punctually and reliably fulfilling the terms of our contracts.

Should a passenger miss a flight due to unforeseeable circumstances (car trouble, traffic jams, natural disasters), B & R will not be liable for damages.

Luggage per person, without additional charge, is limited to one suitcases (ca. 1.00m x 0.80m x 0.30m, max weight per piece of luggage: 23 kg) and one piece of hand luggage. Excess baggage and bulky items must be cleared in advance.

If excess baggage has not been cleared, B & R reserves the right not to transport the excess baggage.

The transport of excess baggage will depend on whether there is space available in the shuttle and will only be transported for an additional fee.

This applies especially to pets that can only be transported in an animal transport box.

Eating and smoking during of the trip are forbidden.

Pick-up time at the airport is the scheduled arrival time of the plane. The 30 minutes it usually takes to receive one's luggage will not be counted as waiting time.

Beyond these 30 minutes, the driver can only wait an additional 60 minutes, maximum, and this only if waiting will not jeopardize his next mission.

Longer waiting periods can be arranged at short notice, but must be formalized by phoning the office or making arrangements with the driver directly.

In this case, there will be a 10 Euro waiting charge for every additional 30 minutes started. These charges are to be paid in cash.

"Good Faith" is the principle here.

B & R cannot influence airline schedules. If flight delays are very long, the client loses his right to be transported and any claim to reimbursement of costs.

Arriving passengers will usually be picked up directly at their arrival gate by the driver with a sign reading:

„B & R Shuttle Service“, a sign of their choice or a sign with your name on it.

If no contact is established for some reason, the guest must proceed in

- **Terminal I** of the Munich Airport (MUC) to Gate C (upper level) Information Desk
- **Terminal II** MUC proceed to the Information Desk beyond the exit (after going through customs)

and wait for pick-up by the driver.

Ten minutes after the passenger has been paged twice over the airport's PA system, the passenger's right to transport will be forfeited.

Non-utilization of a transfer will not result in reimbursement of the costs of this transfer. B & R's possibilities to react to an early flight arrival are limited. A driver no-show does not entitle the passenger to hire an alternative transfer and charge these costs to B & R. The scheduled arrival time is the determining factor.

**Cancellations:**

A cancellation fee of 25% is due if a reservation is cancelled within 3 days of pick-up. For cancellations within 24 hours of pick-up time, B & R is entitled to the full price of the transfer.

The customer retains the right to demonstrate to B & R that damages were less than the full price of the service. B & R is obliged to exercise due diligence in conscientiously preparing, organizing and executing services agreed upon.

Insurance provided is the normal coverage of third party liability insurance. To this extent, B & R is liable. Should the insurance policy not be liable for damages, the liability of B & R is limited to three times the total price agreed upon for the transfer. This liability only applies in cases of gross culpability; it also applies in cases where a dereliction of duty has occurred in conjunction with the core service being provided.

The customer is obliged to report any deficiencies to B & R promptly.

Salvatorius Clause: Should any of the above-mentioned clauses be null and void, the contract remains legally binding; legal provisions replace clauses which have been determined to be null and void.