

General Conditions

SALES-LENTZ AUTOCARS S.A.

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General Remarks

- **Parties to the Contract**

The present Contract is concluded between the limited company Sales-Lentz Autocars S.A., hereinafter called the 'carrier' and the person who has ordered a carriage service via the Internet, hereinafter called the 'client'.

- **Object of the Contract**

The carrier hereby undertakes to carry the client by coach from the place of departure to the destination chosen by the client. The client undertakes to pay the agreed price under the specific conditions of the Contract. The present Contract only covers the carriage from the place of departure to the destination indicated, and no other service. Accommodation, earlier or later carriage possibly ordered by the client shall be considered as constituting separate and distinct contracts both as regards their execution and as regards their remuneration.

- **Scope of application**

The present General Conditions shall apply to any carriage carried out by the carrier on behalf of the client. If one or more clauses contained in the present General Conditions should be contrary to the Law, only the clauses concerned shall be null and void without the overall validity of the Contract being affected, and they shall be replaced by economically equivalent provisions.

Payment of the price

- **Non-payment**

The client shall be obliged to pay for his ticket before the date of carriage. In the case of payment via the Internet, that payment shall be considered as taking place when the carrier has been credited the price of the ticket. In the case of payment by credit card, exceeding the credit limit or any other blockage of the card shall be solely attributable to the client who shall be deemed to have knowledge thereof. The fact of not using the service ordered shall give no right to any reimbursement or any exchange of ticket. In any event, when the price of the carriage is not paid within 48 hours following the order, the carrier may cancel the order.

The tickets

- **Proof**

The confirmation received by mail shall take the place of a ticket. The client undertakes to present that ticket when boarding the coach. Likewise the print-out shall in principle constitute sufficient proof of the reservation of the journey. The carrier's personnel shall be entitled however to ask the client for identification, in which case the client must produce an official identity card. Only clients who have thus proved their identity may claim the carriage service. The client who does not have an official and conclusive identity card may not hold the carrier liable or claim any reimbursement or compensation in the event of the latter refusing to provide the carriage service.

- **Loss**

The client may not hold the carrier liable for the loss or destruction of his ticket.

- **Non-transferability**
The ticket shall be strictly personal and may not be sold or transferred to a third party. When the journey includes several stops, the client shall be free to disembark at a stop closer to the place of departure than that to which he is entitled by virtue of his ticket. In this case, the client shall not however be entitled to ask for a partial reimbursement, or to use his ticket on another coach to make the rest of the journey.
- **Change of ticket**
The carrier may not change a client's ticket.

Carriage

- **Place of departure**
The place of departure shall be that indicated in the specific conditions of the present Contract.
- **Destination**
The destination shall be that indicated in the specific conditions of the present Contract. If however, for reasons beyond the control of the carrier (public works, accidents, events and so on), the destination is not accessible by the coach, the carrier shall be entitled to choose another destination close to the destination initially provided.
- **Time of departure**
The time of departure shall be that indicated in the specific conditions of the present Contract. Lateness beyond the time of departure shall not however give a right to any compensation on the part of the carrier. The client undertakes to be present at the place of departure at least ten minutes prior to the time of departure. In no case shall the carrier be obliged to wait for the client after the time of departure provided.
- **Time of arrival**
The time of arrival indicated in the specific conditions of the present Contract shall be purely indicative. It shall be calculated on the basis of normal traffic conditions. Events such as bottlenecks, temporary speed limits, road works, technical problems associated with the coach or the behaviour of other passengers may cause delays and shall not be attributable to the carrier which shall owe no compensation of any sort whatsoever to the client.
- **Seats**
No specific seats shall be attributed. The client shall not be entitled to demand occupation of a particular seat on the coach. He may only request a change of seat with the agreement of the passenger who occupies it. The client shall not be entitled to occupy a seat by placing luggage or other personal effects on it, or to spread out over two or more seats, unless he has reserved and paid for those additional seats.
- **Services**
The present Contract shall entitle the client to take his place in a coach with standard equipment. Options such as air-conditioning, toilets, bar, video or otherwise may be provided by the carrier as available, without constituting an integral part of the present Contract.
- **Suitability to be carried**
By reserving the ticket, and by commencing the journey, the client declares himself physically and mentally suited to the journey in the coach concerned. If, on the grounds of his physical or mental condition, the client requires specific installations, he shall be obliged to notify the carrier in advance and the latter shall decide whether the carriage is possible or not. The carrier may not be held liable if, on the grounds of a lack of information, the client may not board the coach or make the journey.

Behaviour on board the bus

- **General provision**
Article 14 of the Grand Ducal Regulation dated 3 September 1980 governing the police and safety of regular services for the carriage of persons on the roads shall be deemed an integral part of the present Contract.
- **Appropriate dress**
The carrier's personnel shall be entitled to refuse any person who does not present himself in appropriate dress.

- **Sobriety**
Similarly they may refuse access to persons in a state of intoxication or dirtiness.
- **Sound nuisance**
It shall be forbidden to listen to music with loudspeakers throughout the entire journey. Headphones may be used on condition that the volume is regulated so as not to inconvenience other passengers.
- **General clause**
Likewise the behaviour of the client-passenger must be such that the other passengers are not inconvenienced, that the journey takes place peacefully and that the equipment on the coach is not damaged or soiled. SMOKING is forbidden in the buses. The client shall be obliged to abide by the restrictions or instructions given by the carrier's personnel.

Final provisions

- **Data protection**
The data which the client has transmitted by the Internet or otherwise to the carrier shall be used by the latter with a view to providing the services requested, to ensure client follow-up and for the quality survey. The client accepts that he will receive the month after his travel a quality survey per e-mail. Also the client authorizes the carrier to use the data given for advertising campaigns regarding new products. The client shall be entitled to inform the carrier that he does not wish any longer to receive advertising material of new products and services (right of objection). The data may not be communicated to a third party, except to companies which manage payment cards in the case of payment over the internet or the state authorities only insofar as necessary. The data shall be retained for 2 months after reservation of the coach journey. The client acknowledges having noted that he has a right to access and rectify that data by contacting the carrier.
- **Laws and Regulations**
The client declares that at the time of commencement of the journey he has all the documents, certificates, authorizations and proof required to leave the territory of Luxembourg, to enter and leave the territories through which he passes and the destination territory. The carrier denies any liability for the consequences of a failure to conform. The client undertakes to compensate the carrier for any loss he suffers as a consequence of his situation not being regularized with regard to the journey to be made.
- **Intervention by the carrier**
If within the context of executing the present Contract of Carriage the carrier acts through the intermediary of a third party to offer services to the client, they are to be considered simply as authorized representatives and shall not be subject to liability in the event of negligence or error in fulfilling their mandate.
- **Right of retraction**
The client acknowledges his awareness of his right of retraction within seven days of receipt of the order for carriage services. In accordance with the Law, the retraction shall not be possible after the client has commenced the journey. An order for a return ticket, and similarly an itinerary composed of several places of departure and destinations, shall be considered as a single service for the application of the present provision.
- **Applicable Law**
The present Contract shall be subject, as regards its validity, its interpretation and its execution, to the Laws of Luxembourg.
- **Amendments**
Any amendment to the present General Conditions must be made in writing, and signed by both parties. The client acknowledges having been informed that the carrier's personnel are not able to depart from, add to or amend the conditions and clauses of the present Contract.