

GENERAL TERMS AND CONDITIONS FOR LUGGAGE TRANSPORT

Eurotrek offers a luggage transport service to enable guests to travel light.

The following General Terms and Conditions apply to this luggage transport service:

1. Scope

Eurotrek shall transport its customers' luggage from lodging to lodging in accordance with the individual stages agreed. The customer is responsible for their own lodging, which is not the subject of this agreement.

2. Luggage

One luggage item (suitcase or rucksack) per customer will be transported. Additional luggage must be registered in advance and an additional fee will be due.

Each luggage item may weigh a maximum of 20 kg. Eurotrek is not obliged to transport luggage items heavier than 20 kg. The driver reserves the right to leave such heavier luggage items behind at the pick-up location at the customer's own risk and expense.

The customer must inform Eurotrek if their luggage has any special features (e.g. high value, fragile items contained within etc.) when the contract is concluded.

Eurotrek will pick the luggage up and drop it off at given times at the agreed pick-up and drop-off locations.

A Eurotrek luggage tag must be clearly visible on the luggage. Only luggage items bearing a Eurotrek luggage tag can be transported.

Each luggage item must have a sturdy handle or carrying strap.

Shopping bags, plastic carrier bags, loose items etc. cannot be transported, even if they have been attached to the customer's suitcase or rucksack. Luggage items with such loose items attached to them will be left behind at the pick-up location at the customer's own risk and expense.

3. Arrival day, pick-up location and drop-off location

All luggage must be deposited at the agreed train station or lodging by 10:00am on the first day (arrival day) at the latest.

On the following days, the luggage must be ready for transport by 9:00am at the latest. It should be placed in such a way that the driver can easily manoeuvre it and load it into the vehicle. The customer is responsible for ensuring that their luggage is stored securely (e.g. at reception) until it is collected. There are certain circumstances in which an earlier pick-up time may be agreed. Eurotrek will inform the customer of this in advance.

The luggage will be dropped off at the agreed lodging by 6:00pm at the latest. Eurotrek must be notified in good time as to where the luggage can be dropped off. Eurotrek is not obliged to check the specified drop-off location for its suitability, security etc.

If the luggage cannot be dropped off at the specified location, it is at the driver's discretion whether to leave it at a different location at the customer's own risk and expense or to keep it with them. In such instances, Eurotrek will notify the customer by contacting them on their mobile phone.

The customer shall inform the lodging in question that Eurotrek will be transporting their luggage and shall agree upon a pick-up and drop-off location with them.

Eurotrek is not obliged to bring the luggage to the customer's room or to pick it up from there.

In the event that difficult traffic situations, diversions, closed roads or passes, official or police measures etc. prevent the luggage from being picked up on time or cause it to be dropped off late, Eurotrek will inform the customer of this by calling them on their mobile phone number.

If the luggage is to be picked up from or taken to a location elsewhere than at the agreed stage and/or accommodation, or sent to the customer etc., then these costs, including compensation for Eurotrek, shall be borne by the customer. Such transport is carried out at the customer's own risk.

4. Cross-border tours

The customer must truthfully fill out a customs declaration form when taking part in cross-border tours. Luggage cannot be transported if no correctly completed and signed customs declaration is present. Eurotrek expressly draws attention to the fact that there are special customs regulations for cross-border transport, which must be strictly adhered to (see the back of the "Customs declaration for unaccompanied luggage transport" form). In particular, no items purchased abroad may be in the luggage. Should Eurotrek be prosecuted, fined or otherwise legally penalised by Customs or other authorities as a result of a false, incomplete or incorrect customs declaration on the part of the customer or due to the contents of the customer's luggage, Eurotrek is entitled to claim all costs, including any legal fees etc. back from the customer. In such cases, Eurotrek will cooperate with the relevant authorities.

5. Identity documents, cash, keys, mobile phones, medication, valuables, tablets etc.

The following items must not be placed in any suitcases, rucksacks etc. intended for transportation to the next lodging: identity documents, cash, credit and debit cards, keys, mobile phones, medication, valuables such as jewellery, watches etc., cameras, tablets and other electronic devices.

The customer must carry these in their daytime backpack. Eurotrek shall not be held liable for any such items and valuables that go missing or are damaged.

6. Prohibited items in suitcases, rucksacks etc.

The following items must likewise not be placed in any suitcases, rucksacks etc. intended for transportation to the next lodging: easily flammable liquids, fireworks of any kind, gas cartridges, e-cigarettes, lighters of any kind, matches, weapons, ammunition, narcotics, power packs (external additional batteries), all items listed in section 5.

7. Packing

The customer themselves is responsible for ensuring that they pack their belongings carefully, ensuring that they cannot be damaged during transportation. Fluids of any kind, fruit and food etc. must be packed in such a way that they do not damage the contents of the luggage, leak and/or cause damage to other customers' luggage.

Eurotrek does not use air-conditioned vehicles for luggage transportation. Eurotrek is therefore not liable for any food that might go off or other temperature-sensitive items.

8. Stages and prices

The stages are to be agreed in advance. Customers must inform Eurotrek of the hotels and lodgings they have booked at the latest when the booking is completed. A price per person is agreed for each stage. The minimum number of participants is two.

In addition, a reservation fee of at least CHF 20 per person (maximum CHF 60 per booking) will be charged.

The total price is to be paid in full no later than 14 days before the arrival day. Short-term bookings must be paid in full before the first day of travel.

If payment is not made on time, Eurotrek is entitled to withdraw from the contract and to charge the customer a cancellation fee in accordance with section 9 if payment is then not made before the expiry of a short grace period.

9. Amendments and cancellations

Amendments can be made up to two days before the start of the trip. The following fees shall apply if amendments are made:

Amendment fees	
Amendments to the dates or itinerary	CHF 50.00
Amendments to the participants or their number	CHF 35.00
Hotel amendments	CHF 35.00

In the event of cancellations made up to 5 days before departure, the customer shall remain liable for the reservation fee. In the event of cancellations made between 4 days and the day of departure, or if the customer is a no-show, the customer shall be liable for the both the reservation fee and the costs of the first luggage transport. If no luggage can be picked up at the agreed time and place, the booking will be treated as a no-show.

The date on which Eurotrek receives the cancellation in writing by e-mail during normal office hours (Monday – Friday 09.00am to 5:00pm) is the determining factor for calculating the cancellation fee. If such notification is made on a Saturday, Sunday or public holiday, the next working day shall be the decisive day.

10. Trip interruption

If the trip is interrupted or terminated on the part of the customer, Eurotrek must be informed immediately by calling the service hotline. In such instances, the customer will be charged for any transport that has already been carried out plus, any planned transport on the following day that takes place after the trip interruption, as well as the reservation fee.

11. Credit notes

In accordance with sections 8 and 9, credit notes will be issued to the payment method/bank/post office account that was used to pay the invoice.

12. Complaints

If a luggage item is damaged during transportation, this must be reported immediately to Eurotrek via the service hotline. If external damage is caused to the luggage item, the complaint should be made at the time it is picked up; for all other damage, it should be made immediately upon discovery. If complaints are not made promptly at these times, all claims are forfeited.

13. Customer liability

The customer is responsible for ensuring that their respective lodgings are informed about Eurotrek's luggage transport services. They are likewise responsible for ensuring that the Eurotrek driver can pick the luggage up and drop it off without difficulty. If the luggage is not at the agreed place and time for collection, the driver is not obliged to go looking for it. The customer is responsible for ensuring that their luggage is stored securely until it is collected.

The customer is liable for all damages their luggage and its contents may cause to Eurotrek, the owners of other luggage items or third parties.

14. Late delivery

Luggage delivery is planned so that it can be delivered to the respective lodging by 6:00pm. If Eurotrek is responsible for this not being possible and the customer is disadvantaged as a result, Eurotrek is only liable if gross negligence or intent is shown to be the cause. Liability for damages due to delay is limited to CHF 300 per luggage item. Eurotrek is not liable for delays caused by heavy traffic, traffic jams, accidents, diversions, closed roads and passes, official or police instructions and checks etc., or if the transportation vehicle breaks down.

Eurotrek is not liable for delays caused by third-party companies (auxiliaries) such as any railway, funicular or cable car companies that have been contracted to undertake the transport (e.g. in Wengen, Mürren, Zermatt, the Aletsch region). These companies assume liability in accordance with their own transport conditions.

15. Liability for damages

Eurotrek shall only accept liability for damage caused during transport (i.e. while the luggage is in Eurotrek's care) if this is shown to be due to gross negligence or intent. Liability for cases of minor or moderate negligence is excluded. It is the responsibility of the customer to prove that the luggage was in perfect condition when it was handed to Eurotrek. Eurotrek is not liable for damaged or torn handles, straps on suitcases, rucksacks etc. or for damaged or lost wheels on rolling suitcases. Eurotrek is also not liable for any damage that can be attributed to the contents of the luggage, defective packaging or defective suitcases or rucksacks, or if the customer did not inform Eurotrek about the special features of the luggage (e.g. its high value, fragile items contained within) when the contract was concluded. Eurotrek is not liable for damage caused to items mentioned in section 5.

Eurotrek's responsibility begins when the customer's luggage is handed over to the Eurotrek driver and ends when the luggage is dropped off at the location specified by the customer, at the location specified by the lodging establishment, or, if no suitable location has been designated, or if no suitable location can be reached, when the luggage is dropped off on site.

Eurotrek is not liable for the actions of third-party companies (auxiliaries) such as railway, funicular and cable car companies. These companies assume liability in accordance with their own transport conditions.

Liability for a ruined holiday or similar is excluded.

These liability provisions apply to contractual, non-contractual and quasi-contractual liability.

16. Applicable law and place of jurisdiction

This contract is subject to Swiss law. Dietikon is agreed to be the exclusive place of jurisdiction.