

# General Terms of Service

of

*hls – heidelberg limousinenservice*  
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1. *hls* performs services according to the following terms of service, the specification of services and the price lists. Deviating terms of service of the customer do not apply, even if *hls* does not explicitly contradict.
2. Deviations from these terms of service require the explicit written consent of *hls*.
3. A contract becomes effective only after confirmation by *hls*.
4. **Scope of Services**
  - 4.1 The scope of services is determined exclusively according to the written confirmation of order of *hls* or subsidiary according to the written offer of *hls*.
  - 4.2 The service "*hls airportshuttle*" is carried out according to the valid version of "*hls airportshuttle passenger information*", which is conveyed to the customer with the reservation.
  - 4.3 For pick-ups at the airport (airport transfer) that are not booked as "*hls airportshuttle*", applies:
    - a) Each change of the pick-up time agreed upon – regardless any reason - is to be communicated to *hls* immediately. Customers are liable for any damages caused by a not immediate report.
    - b) The chauffeur of *hls* waits after the landing of the flight at the exit after the baggage claim (public area) of the airport terminal, or at any other meeting-point agreed upon, with a sign bearing the customers name or company logo for a maximum of 60 minutes without extra charge.
    - c) If after the 60 minute waiting period the passenger or the client has not contacted *hls*, the chauffeur starts the return trip without the respective passengers. The service of *hls* is considered as completed then and the full price of transportation is due.
    - d) Further waiting periods desired by the customer are charged according to the valid price list.
  - 4.4 Specifications released on the internet, in folders, service catalogs, price lists and similar information are only obligatory, when referred to them.
  - 4.5 The transport is according to the regulations of German road traffic and public transportation laws (StVO & PBefG). The passengers must follow the instructions of *hls* or the chauffeurs. If passengers disobey the instructions, or violate the StVO & PBefG, *hls* or the chauffeur is authorized to exclude them from the transport. In this case *hls* charges the full price of transportation including the kilometer price and all secondary and special services.
5. **Prices**
  - 5.1 The prices contain the legal value added tax.
  - 5.2 The price list valid on the day of the reservation confirmation applies.
  - 5.3 Individual rates not specified in the price list can only be agreed upon in writing and apply only to the travel date and time agreed upon.
  - 5.4 Further services are charged according to the valid price list.
  - 5.5 The customers are liable for additional costs of delays caused by them.
  - 5.6 The rates include the transportation of customers with regular luggage; the transportation of bulky goods requires separate agreement.
6. **Terms of payment**
  - 6.1 *hls* reserves the right to raise a pre-payment of up to 100% of the total price or put a security on the customer's credit card before acceptance of an order.
  - 6.2 Payments of balance are due within the period indicated on the invoice.
  - 6.3 The payment is considered on time when the balance is at the disposal of *hls* within the period indicated. A payment by cheque is only considered complete after the amount is at the disposal of *hls*.
  - 6.4 Payments are always used for the settlement of the oldest demand.
  - 6.5 If the customer is in delay of payment, *hls* charges - subject to the assertion of a larger damage caused by delay - an interest of 5 percentage points above the base rate. For the first and each further reminder *hls* charges € 10.00 reminder charges. It remains to the customer to prove a smaller damage.

## 7. Cancellation of the contract

- 7.1 Cancellations become effective only in writing or after being confirmed by *hls* in writing after verbal explanation.
- 7.2 The timeliness of cancellations in writing depends upon receipt by *hls*.
- 7.3 Cancellations earlier or at 24 hours in advance of the start of travel determined in the contract are free of charge.
- 7.4 Cancellations after the period designated in 7.3 *hls* charges a certain amount of the basic rate. This amounts to:
  - 50 % with cancellations until 12 hours in advance,
  - 100 % with later cancellations and with failure to appear.*hls* charges any incurred expenses independent from the timeliness of the cancellations. The customer remains the right to proof that *hls* has none or a lower damage.
- 7.5 *hls* reserves the right to withdraw from the contract at any time completely or in part; especially if the customer stops payment, has become insolvent; or if it has to be assumed that services are used improperly due to external circumstances; or if the customer violates clauses of the contract.

## 8. Obligations and liabilities of the Customer

- 8.1 The customer tells *hls* immediately each change of name, invoice address, legal form, or bank account.
- 8.2 The customer is also obliged to give the necessary information regarding passengers, time and place of the service. This information will not be verified by *hls*, the customer is responsible for the correctness of the information.
- 8.3 The customer is responsible for damages caused, if the necessary information is not provided immediately.
- 8.4 The customer commits also on behalf of the passengers not to use the services of *hls* improperly; especially:
  - not to disturb or obstruct the fulfilment of the service
  - not to cause damages
  - not to offend against any laws
  - not to smoke inside the vehicles
  - not to refuse the payment of the fare
- 8.5 If the customer offends against the aforementioned obligations, *hls* is entitled to seize all necessary measures against the violation.
- 8.6 During the service "*hls-airportshuttle*" the customer is committed to the valid version of "*hls-airportshuttle passenger information*", which is conveyed to the customer with the reservation.
- 8.7 *hls* is to be compensated by the customer for damages caused by the customer.

## 9. Liabilities of *hls*

- 9.1 *hls* only compensates for damages – regardless of legal ground – caused intentionally, with gross negligence, or culpable violation of substantial contract obligations of *hls*, their legal representatives or assistants.
- 9.2 The liability for injuries of life, body or health is ruled by the laws.
- 9.3 The compensation of property damages by *hls* is limited to € 1000.00 per passenger.
- 9.4 There is an auto liability insurance for the vehicles under the General Conditions of Insurance. The customer has to take care of additional insurances by himself.
- 9.5 *hls* is not responsible for missing of appointments and economic consequences thereof, as far as these are not to be blamed to *hls*. This includes delays caused by:
  - traffic jams, road closures
  - vehicle breakdowns or traffic accidents
  - strikes
  - extremely bad weather conditions.
- 9.6 *hls* is not liable for damages due to incorrect transmissions of data by the customer.

## 10. Applicable law and court of jurisdiction

- 10.1 German laws apply for all legal relations between *hls* and the customer exclusively.
- 10.2 Court of jurisdiction and place of fulfilment is Heidelberg, Germany.

## 11. Partial ineffectualness

In case of single clauses not being valid completely or partial, the validity of the whole agreement is not touched. German law applies for ineffective clauses.

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