

Please take into account:  
In case of contradictions, the German version of the GTC is overriding the English version.

## platform Ltd. – General Terms and Conditions

### 1. *Preamble*

- 1.1. The present General Terms and Conditions (GTC) as well as the on train published Eligibility Requirements are an integral part of all relations between the platform Ltd. and the on the ESNtrain project participating people (participants).
- 1.2. The present GTC apply to all places where the participants stay during the ESNtrain project (in particular inside the train and the for the ESNtrain project realised events).
- 1.3. Opposing terms or terms that deviate from the GTC shall apply only after platform Ltd. has expressly confirmed this in writing.

### 2. *Organisation Authority*

- 2.1. The platform Ltd. is the organiser of the ESNtrain project. The company declares the extra marked people of the ESNtrain team.
- 2.2. The participants have to follow the instructions of the ESNtrain team.
- 2.3. The ESNtrain team is entitled to check the passenger's identification documents and to ban the access to particular train areas.
- 2.4. Participants are liable to damages caused by a non-compliance with the ESNtrain team instructions.
- 2.5. Violation of the ESNtrain team instructions can lead to the exclusion from the participation in the ESNtrain project. Participants do not have any entitlement to the restitution the payment for not consumed services which occurred by reason of a non-compliance with the ESNtrain team instructions.

### 3. *Offers*

- 3.1. All offers of platform Ltd. are non-binding. A contract between platform Ltd. and the participant is concluded with the participants' registration and its definite approval through platform Ltd.
- 3.2. The customer has to register online by completing and sending the booking form which platform Ltd. makes available on the Internet. Platform Ltd. confirms acceptance (provisional or definite) of the order by sending a confirmation by email.

- 3.3. By registration or use of the ESNtrain websites, these GTC are deemed to have been accepted by the customer.
- 3.4. Platform Ltd. reserves the right to decline or to cancel the customer's order without stating reasons and to block the user's account, and shall do so in any case in the event of or on the suspicion of an abuse.
- 3.5. Unless otherwise stated, prices are to be understood per person per night in Euro (EUR) and include the currently in force rate of Swiss value - added tax.
- 3.6. Participants do not have any entitlement to the restitution of the payment for not consumed services.

#### **4. Requirements for Participation**

- 4.1. Every person aged at least 18 and who satisfies the requisites below is entitled to participate in the ESNtrain project (March 28<sup>th</sup>, 2009 – April 22<sup>nd</sup>, 2009):
  - 4.1.1. The person has registered during the regular booking period and received a definite confirmation from platform Ltd. **and**
  - 4.1.2. the person paid the fees and is able to verify that if asked **and**
  - 4.1.3. the person is willing to accept and act according to the respective national laws and the here determined general terms and conditions during the participation in the ESNtrain project.

#### **5. Administration Formalities**

- 5.1. The participants are liable for themselves to:
  - 5.1.1. organise and keep the required valid travel documents (in particular passport/ID and Visa) **and**
  - 5.1.2. to act according to all laws and regulations of the visited countries (which they enter, leave or pass).
- 5.2. Platform Ltd. assumes no liability for the consequences of the non-compliance with the points mentioned in point 5.1.
- 5.3. Platform Ltd. reserves the right to exclude a participant from the journey, should not he accept or act according to the laws and regulations of the visited or passed through countries or should not he have valid documents.
- 5.4. Platform Ltd. assumes no liability for not allowing a participant the ride, if the company believes in good faith the participation infringes on one of the significant prescriptions.
- 5.5. Platform Ltd. is not liable for damages caused by non-compliance with the administration formalities, if an admitted participant takes part in the journey although not satisfying these formalities.
- 5.6. The participant has to pay every fine – also fines imposed on platform Ltd. because of the participant – and he has to accept the punishment of local

authorities in case of the non-compliance with the administration formalities. If the participant has to stop his trip, he has to pay the return trip himself. The participant does not have any entitlement to the restitution of the payment for not consumed services.

- 5.7. In case of platform Ltd. has to advance money on loan for the fine imposed on a participant or other costs as a result of non-compliance with the administration formalities, the participant has to repay the whole amount of money to platform Ltd. if requested.

## **6. Participants' Attitude**

- 6.1. The participants have to behave according to applicable law, this general terms and conditions and to the in train published eligibility requirements to guarantee security and order for a normal operation and they have to take regards for other people.
- 6.2. Respect, tolerance, common sense and a peacefully together are assumed during the whole journey.
- 6.3. In particular must be taken into account:
  - 6.3.1. To get in or out of the train is only allowed at the stations reached according to plan and only after the train stopped completely. It is only allowed to get in or out of the train by the specially marked doors on the track side. In case of an unscheduled stop, participants are only allowed to leave the train with the explicit permission of the ESNtrain team.
  - 6.3.2. Passengers getting off the train take priority over passengers getting on the train.
  - 6.3.3. It is not allowed to lean out of the train and to throw objects out of train or to stick objects out of the train.
  - 6.3.4. The entire ESNtrain is a non-smoking area. It is forbidden to smoke even if other passengers would allow it.
  - 6.3.5. Passengers have to be considerate of sleeping travel passengers according to the assigned sleeping time by the booking. It is not allowed to make noise in the wagons of sleeping people during night-time peace. The night-time peace lasts until 6 am.
  - 6.3.6. Parties outside the communication platform wagons are only in the "late" bedtime wagons allowed, as long as they are within normal bandwidth. Orders from the Security must be abided by the participants all the time.
  - 6.3.7. It is forbidden to do any act or activity which could incommode someone or could put someone at risk.
  - 6.3.8. Participants have to leave the train during the long stops without exception whereas the luggage is not available.
  - 6.3.9. Every participant may only use the number of seats and couchettes he paid for.

- 6.3.10. Misused alarm / emergency devices cost the accountable participant – regardless of other claims for compensation – € 1,000 (one thousand Euros). The use is allowed only in case of an emergency.
- 6.3.11. In case of an excessive impureness of the train caused by individual people, platform Ltd. is authorised to carry the additional cleaning costs to the responsible participant's account.
- 6.3.12. During the participation in the ESNtrain project, participants need an explicit permission by the ESNtrain team to put or distribute advertising or other PR material in / on the train. It is forbidden to offer or to sell commercial products on the train without an explicit permission by the ESNtrain team. Participants can be excluded from the participation in the ESNtrain project in case of violation. Furthermore they have to pay € 500 (five hundred Euros) contribution towards expenses to platform Ltd.

## **7. Luggage**

- 7.1. The maximum allowed luggage for personal use is 40 kg per person.
- 7.2. It must be possible to stash the luggage in the cabin without disturbing the other passengers.
- 7.3. It is not allowed to take along objects which are expected to cause damages or to be a nuisance to somebody else. It is also forbidden to take along dangerous and illegal objects on board.
- 7.4. „Dangerous objects“ are weapons, potentially explosive, easily flammable, acidly plus foul smelling substances.
- 7.5. It's allowed bringing up to 2 litres beverages per person in PET bottles to the train. Other reservoirs than PET (like glass or aluminium) are strictly forbidden.
- 7.6. It's not allowed to bring ill smelling fluidness, matters or food to the sleeping area. Bringing such stuff to the communication platform wagons must be limited to a - for every body liveable - minimum.
- 7.7. In case of an – under consideration of all circumstances of the particular case – suspicion that a participant carries some of the above mentioned dangerous objects with him, platform Ltd. is entitled to check the consistency of his luggage.
- 7.8. The pieces of luggage are in exclusive charge of the participants. Participants have to observe their luggage themselves. The ESNtrain team advises the participants to identify their luggage with their name and address.
- 7.9. Administrative bodies must be able to check the luggage at any time during the trip. According to fire protection law it is forbidden to stall luggage on the corridor.
- 7.10. In case of a serious non-compliance with the luggage regulation (in particular point 7.1, point 7.3 and point 7.5), a participant can be excluded from the

ESNtrain project. In that case, participants do not have any entitlement to the restitution of the payment for not consumed services.

## **8. *Left and Lost Pieces of Luggage***

- 8.1. Platform Ltd. assumes no liability for left, forgotten or lost pieces of luggage.
- 8.2. Every piece of luggage found in the train or on an ESNtrain event must be reported to the ESNtrain team.
- 8.3. Platform Ltd. reserves the right to open and check every piece of luggage which has been left, lost or forgotten on the train or during an ESNtrain event. Without assuming any liability, platform Ltd. can move or even destroy the piece of luggage or its content in case it considers it as a danger to security or as necessary to avoid injuries or discomfort for other people or to avoid damage to property.
- 8.4. The owner of the found objects or pieces of luggage has to pay the costs for storing and returning if requested, depending on the kind of object or piece of luggage he lost or left and the period of storage before the requested return.
- 8.5. Platform Ltd. or the body assigned by the ESNtrain team for storing and saving the lost and left items are not liable for loss, damages or delays occurred whilst storage, saving or transportation to place of storage and saving and/or to the domicile of the person concerned.

## **9. *Entrainment of living Animals***

- 9.1. The entrainment of living animals is forbidden.

## **10. *Exclusion from the Participation***

- 10.1. In case of a participant's offence against a national law / regulation, against the regulations about the requirements for participation, against the regulations about the participants' attitude, against the regulations about the luggage stated in these GTC or any other mentioned regulations, platform Ltd. plus the ESNtrain team have the right – according to justified discretion – to take actions they consider adequate to re-establish the lawful and proper situation and to inhibit the troublesome behaviour.
- 10.2. Those actions can result in the exclusion of a participant from the ESNtrain project, should the ESNtrain team consider this sanction as necessary. In that case, platform Ltd. or the ESNtrain team are allowed to compel the participant to get out of the train on every station on schedule, to exclude him from some or all further ESNtrain events and/or to deny the access to the train. The participant does not have any entitlement to the restitution of the payment for not consumed services or of additional costs.

- 10.3. In case of an intolerable behaviour on the train, on an ESNtrain event or in a town, where the ESNtrain stops on schedule, platform Ltd. will prosecute the participant according to criminal or civil law.
- 10.4. Reasons for an exclusion of participants are particularly the following :
  - 10.4.1. A participant's offence against a national law / regulation or against this general terms and conditions and if the participant does not obey the instructions from the ESNtrain team;
  - 10.4.2. Participants obviously are a nuisance to somebody else or disturb the operation of the ESNtrain or an event of the ESNtrain project;
  - 10.4.3. Participants are expected to pollute the train excessively or to damnify other people because of their state or their luggage;
  - 10.4.4. Participants have a notifiable contagious disease;
  - 10.4.5. Participants carry weapons with them.

## **11. Missing of the Train's Departure and Events**

- 11.1. If a participant misses a scheduled departure of the ESNtrain, he has no entitlement to the restitution of the participation costs or of possible additional costs.
- 11.2. The persons concerned can re-enter the train on each stop on schedule, but have to pay for the journey to that stop by themselves.
- 11.3. If participants miss ESNtrain events, they do not have any entitlement to the restitution of the payment for not consumed services.

## **12. Booking**

- 12.1. There is no legal claim to participate in the ESNtrain project. Places while stocks last.
- 12.2. Night-Tickets are available on the ESNtrain website only while stocks last and at the longest, though, 24 hours before the start of the corresponding trip. Not sold night-tickets as well as day tickets are available at train until departure of the train in the corresponding town while stocks last.
- 12.3. The booking has to be made online on the ESNtrain website. In case of a last-minute buy of night-tickets or the buy of day tickets the sales point is in the train. In case of a group day booking of more than 30 people we kindly ask for informing us by mail at [booking@esntrain.org](mailto:booking@esntrain.org) and giving us a participants list in advance.
- 12.4. Participants pledge themselves to fill in the data truthfully. It is not possible to change the data or the owner of the ticket.
- 12.5. All obligatory fields must be filled out. Platform Ltd. reserves the right to cancel the booking after sending a dissuasiveness asking to fill out the obligatory data without success.

- 12.6. The booking of a track section is deemed to be provisional until it is confirmed as definitive.
- 12.7. After the booking of the track section has become definitive, the full payment must be done to our PayPal account within 24 hours. In case your booked trip became the “definitive” status before March 16<sup>th</sup> the full payment must reach the bank account of the platform Ltd. – under specification of the unequivocal UserID – within 10 days.
  - 12.7.1. Platform Ltd. reserves the right to cancel the booking if the payment is not done within 24 hours in case of a PayPal Payment or within 10 days in case of a Bank Payment.
  - 12.7.2. In case of an incomplete payment or a payment without the UserID (in case of a bank payment), platform Ltd. reserves the right to cancel the booking. The payment the platform Ltd. already received for the booking is to be transferred back to the payer, deducted of possible expenses.

### **13. Data Protection**

- 13.1. Platform Ltd. guarantees not to circulate personal data to a third party, unless it is coercively necessary for the normal daily business process.
- 13.2. Platform Ltd. is allowed to collect anonymous statistical data about the participants.

### **14. Exemptions of Liability**

- 14.1. Staff members of platform Ltd. never are liable personally, except in case they caused damage through gross negligence.
- 14.2. Platform Ltd. is exempt fully or partially from the liability for personal injuries and material damages if the damage is caused fully or partially by participants' guiltiness.
- 14.3. Platform Ltd. is not liable for damages caused by objects in the luggage of the participants. Should these objects cause any damage to the luggage of other participants, the train, and equipment of the train or any other equipment belonging to the ESNtrain project, the responsible participants are liable for all damages and expenditures resulting.
- 14.4. Platform Ltd. is not liable in case of loss or damages to luggage or objects carried along in the pieces of luggage, except it caused the loss or the damage with intent or through gross negligence.
- 14.5. Platform Ltd. is not liable for damages directly or indirectly caused by compliance with official or legal orders, prescriptions or regulations. Furthermore platform Ltd. is not liable for damages that occur as a result of the participants' non-compliance with the orders, prescriptions or regulations

mentioned above. Platform Ltd. is also not liable for damages caused without impact of platform Ltd. or the ESNtrain team.

- 14.6. The liability of platform Ltd. is never higher than the amount of the proven damage.
- 14.7. Platform Ltd. and its staff members are not liable for indirect damages, consequential damages or compensation for damages with penal character, unless the damage was caused with intent or through gross negligence and platform Ltd. was not aware of the interests of the participants infringed by the damage at the time of registration.
- 14.8. Platform Ltd. endeavours to adhere to the schedule. However, platform Ltd. is not liable for damages caused by the non-compliance with the timetable as specified or the non-compliance with the route as specified due to outside influences.
- 14.9. Even though all precautions have been taken that can reasonably be expected, the possibility of the ESNtrain website containing technical imprecision, omissions or typographical mistakes cannot be ruled out. Platform Ltd. cannot guarantee that the information, fares, price lists and other such items published on the ESNtrain website are right, complete or up-to-date, and assumes no liability in this respect.
- 14.10. Customers are expressly requested to take all reasonable measures to protect their personal data (especially registration data, login and password). Platform Ltd. assumes no liability for damages sustained by the customer owing to the misuse or loss of this data.
- 14.11. Regardless of general technological developments, platform Ltd. is entitled at any time – and without stating reasons – to enhance or amend the existing technologies or to adopt different ones without arising customers any entitlement out of this.
- 14.12. Due to the technical characteristics of the Internet, platform Ltd. cannot guarantee that the booking modules on the ESNtrain websites will be available at all times and cannot assume liability for disruptions during the ordering process or its carrying out, especially not for damages in the event of or in connection with delayed fulfilment or non-fulfilment of orders. Notably, customers have no entitlement to being granted any budget prices or special offer prices if, owing to technical problems, the system only becomes available after the selling period has expired.
- 14.13. Furthermore it is pointed to the limitations of liability and to the exclusions of liability in favour of platform Ltd. plus to the clause about the terms of liability to the disadvantage of the participants in this GTC.

## **15. Final Provisions**

- 15.1. Should one or more provisions of the present GTC be invalid, illegal or be not effective due to other legal reasons, the contract as a whole is not invalid. The invalid, illegal or due to other legal reasons not effective provision shall be replaced by a legally valid, effective and feasible provision with the most similar

economic effect to the original provision. The previous provisions apply accordingly to the case that the contract turns out to be incomplete.

- 15.2. These Terms & Conditions are available in German and English. In the case of contradictions, the German version is overriding the English version.
- 15.3. This GTC can be supplemented or changed by the platform Ltd. at any time. The participants are to be informed about these changes in an appropriate way. If no written objection is raised within 14 days after the publication of the supplementation or change of the GTC, the new GTC are considered to be approved. If the new GTC are not approved by a participant, he will be excluded from the participation in the ESNtrain project automatically.
- 15.4. Subject to other legal provisions, the present General Terms & Conditions are exclusively subject to Swiss law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods 1980 (signed in Vienna on April 11<sup>th</sup>, 1980) are expressly waived.
- 15.5. The exclusive place of jurisdiction and place of fulfilment is Zurich (Switzerland).

## **16. Contact**

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