

General Business Terms

The below terms refer to all vehicle orders, rentals, and services except line traffic of the Dr. Richard Group!

1. The customer acknowledges that the stipulated price covers only the services defined by the contract. Should customers require services that go beyond the stipulated volume, our standard charges apply. Unless expressly stated, all expenses for boarding and provisions for the driver are to be fully covered by the client. Similarly, all expenses unrelated to the operation of the vehicle such as toll and ferry charges, parking fees, etc. in Austria as well as abroad are to be carried by the client. In case of private bus and charter tours, expenses of the bus driver including board and lodging are to be covered by the customer. By the same token, all other expenses related to the operation of the vehicle are to be covered by the customer (such as: toll, city toll, fees for ferries, parking, and all travel – related taxes and fees.)
2. The Dr. Richard group is responsible for the timely and punctual delivery and availability of operational vehicles, unless in force majeure cases. In such cases, the company is responsible to refund damages related only to travel and transport. Expressly, the company and its affiliates are not liable for passenger-late-arrival, passengers not adhering to announced departure times at stop-overs during the journey, or passengers who need to be left behind due to forgotten or lost personal documents such as passports. Also we do not take any responsibility for late –arrival during stop-over breaks during the journey or at the final destination.
3. The load and maximum passenger number for any respective vehicle is not to be exceeded!
The coach company guarantees to carry the indicated number of passengers. However, it reserves the right to use larger vehicles or vehicles with more seats if necessary for economic or technical reasons.
4. The assignment of subcontractors is also the responsibility of the coach company and may be decided without consultation the customer.
5. Every traveller can carry on items which can be easily and safely stored in the area around his/her seat. Packaging of carry-on luggage has to be such that it is protected against damages, theft, loss, depreciation, etc. Carry – on items must have a name tag to identify the owner. All other luggage will be transported exclusively in the designated stowage room. The company and its affiliates do not take any responsibility for money, jewelry or other valuable items. For lost or damaged baggage the operator is legally bound to refund the substantiated damage up to a maximum of 55 Euros per damaged/lost item. Luggage also includes all items transported in trailers or ski-containers. Compensation in case of minor damages due to mild cases of negligence are expressly ruled out. This does not apply to personal injuries.
6. If and when a passenger dirties the vehicle or items belonging to the vehicle, the client is liable to cover or repair the damage. In serious cases, the client may also have to cover loss or earnings due to inoperability.
7. Animals and pets are allowed on vehicles as long as they do not represent a threat or nuisance to other passengers. The decision remains with the driver.
8. The designated and agreed-upon time of return can be delayed only as long as the company can arrange it with its schedule and the applicable legal terms, especially with regard to labour law.
9. In the case of cancellation by the client the costs incurred must be covered by the client. Additionally, the following surcharges apply:

cancellation up to 21 days prior to departure:	0 %	7 to 5 days prior to departure:	70 %
20 to 15 days prior to departure:	10 %	4 to 1 day prior to departure:	85 %
14 to 8 days prior to departure:	35 %	departure day:	100 %
10. The full amount is due prior to travel. In case of invoicing the full amount is due immediately after receiving the invoice. Should there be a delay of payment, the bus company is entitled to charge the additional actual costs or default charges amounting to 9,08 % (consumers: 4%). The client agrees to compensate the actual dun - and collection charges, should these measures be necessary.
11. The client is responsible and liable to note the total number of passengers, expected arrival time, changes of itinerary, if applicable, and the completion of the trip in the contract form.
12. The client agrees to respect the legally binding rest periods for the bus drivers. Drivers must not exceed maximum driving periods as defined per law.
13. The driver is entitled to detour from the original route in case of safety concerns.
14. The client is responsible for the passengers on board. Orders by operator personell and drivers must be obeyed. Passengers repeatedly not willing to follow instructions and orders may be excluded from further travel should they endanger the safety and due procedures of the operation or make the onward journey unacceptable for fellow passengers or the tour operator. In such cases the client is not entitled to recourse. Complaints are to be directed first to the on-board personell, and later - should the situation not improve within an acceptable timeframe - to the bus operator. The client is obliged to help resolve any issue within reasonable boundaries to avoid potential damage to people and machines
15. It is unlawful to broadcast or show films and music that is copyrighted on the operator’s buses equipped with CD and DVD.
16. Choice of law and jurisdiction: Court of law in any case of legal dispute arising from this contract is the court at the enterprise’s headquarters. For any lawsuit against a consumer/client with Austrian residence, habitual residence, or Austrian place of employment the local court of law will be responsible, where the client/customer (habitually) resides or is employed.