

General Business Terms

for all bus orders and use of non-regular bus services of companies of the Dr. Richard group
(The following is not applicable for line busses!) as of February 2023

1. The customer acknowledges that the agreed price only covers the agreed service. Additional services arranged by the ordering party will be charged at our standard rates. Unless otherwise expressly agreed, the expenses of the driver for board and lodging shall be borne by the Ordering Party, as well as all expenses not related to the operation of the vehicle, such as, in particular, road tolls, ferry fees, parking fees, road and other taxes at home and abroad, municipal entry fees, etc. These can be charged in addition to a handling fee of up to 20% of the cost expenses or in the form of a lump sum.
2. Dr. Richard is liable for the timely provision of the ordered vehicles, as far as this is not prevented by circumstances which Dr. Richard could not avert and which he was also unable to remedy. Dr. Richard is liable for his vicarious agents only insofar as cases of damage relate to the carriage. He is not liable for claims of passengers who do not arrive in time at the departure time announced by the driver or tour guide during stopovers, nor is he liable for claims of passengers who have to be left behind because they do not have the required identity documents with them. Also, there is no liability for late arrival at the stopover or destination.
3. The motor coach may be occupied only by the number of passengers for which it is registered. Dr. Richard guarantees to carry the specified number of passengers. Dr. Richard reserves the right to use larger vehicles with more seats than ordered. The assignment of subcontractors can be arranged without consultation with the customer.
4. Each passenger may take with him/her items that he/she can easily accommodate in the area of his/her own seat, free of charge at his/her own risk,. Dr. Richard is not liable for theft of hand luggage during stopovers or breaks, left inside a bus (whether supervised or not).

Baggage must be packed in such a way that the contents are secured against loss, reduction or damage. The name and address must be durably indicated on the luggage. Luggage is carried only within the limits of the available cargo space, in principle - per person is carried 1 piece of luggage. There is no liability for money or valuables. For pieces of luggage Dr. Richard is liable to pay compensation up to the amount of the proven damage, but not more than 55 Euro per piece of luggage. Items carried in a trailer or ski rack are also considered to be pieces of luggage in the sense of this point. Claims for damages in cases of slight negligence are excluded.

Furthermore, Dr. Richard is not liable for luggage that is lost before loading / after unloading from the bus, as well as for luggage if it is left overnight in the bus or forgotten in the bus. Special luggage, such as instruments, sports equipment or similar, must be loaded by the customer or under supervision. If the bus driver takes care of this, Dr. Richard does not assume any liability for damages caused by improper stowage.

Hazardous substances and objects (especially explosive, highly flammable, radioactive, malodorous or corrosive substances and objects, weapons, ammunition, fireworks, hazardous chemicals) are completely excluded from carriage.

When transporting bicycles in a bicycle trailer, Dr. Richard assumes no liability for any damage to bicycles that may occur during transport or during loading and/or unloading.

5. If a passenger soils or damages the bus or its equipment, the customer shall pay for the costs of cleaning or repair, as well as for any related loss of earnings due to idle time.
6. The customer is obliged to inform Dr. Richard already in the context of his order if there is a safety risk for property and persons on the route to be driven or at the place of arrival (so-called risk drives).

Such risk journeys are, for example, journeys to high-risk or high-security matches at sporting events (e.g. soccer derbies) or journeys to demonstrations. If the customer, contrary to his obligation, does not inform us before the conclusion of the contract about the existence of a risk trip and we only become aware of it after the conclusion of the contract, we are entitled to withdraw from the contract. In this case we are entitled to charge the cancellation fee mentioned in point 10.

7. Animals that can be transported without any danger or harassment of other travelers may be carried. The decision as to when a hazard or nuisance exists is the responsibility of the driver.
8. All passengers must comply with the legal obligation to wear seat belts. If there are children on the bus, the parent/guardian or supervisor is responsible for ensuring that they are properly secured. Dr. Richard is not liable for personal injuries caused by non-compliance with the seat belt obligation.
9. The agreed return time (=end of the order) can only be exceeded if this is possible for internal reasons of Dr. Richard as well as in compliance with labor law regulations.
10. In the event of cancellation of the order by the client, the client must reimburse Dr. Richard for the costs already incurred. In addition, the following cancellation rates apply (of the total price):

from booking until 21 days before departure	10%
from 20 to 15 days before departure	20%
from 14 days to 8 days before departure	35%
from 7 days to 5 days before departure	70%
from 4 days to 1 day before departure	85%
on the day of departure	100%

Please note that any additional costs (e.g. vignettes already booked, hotel reservations, parking/entry permits, etc.) are subject to separate cancellation conditions and thus may still have to be charged if the booking is cancelled.

The fare must be paid before the start of the trip. If an invoice has been agreed, the fare is due promptly without deduction upon receipt of the invoice. In case of default of payment by the orderer, Dr. Richard is entitled to charge compensation for the damage actually incurred or interest on arrears. In case of default, the orderer undertakes to reimburse Dr. Richard for any reminder and collection expenses incurred, insofar as they are necessary for appropriate legal prosecution.

Dr. Richard reserves the right to charge a processing fee of EUR 40,- to the customer in case of changes of the already issued invoice (invoice address, order notes, etc.).

12. The customer or his authorized representative is obliged to confirm the number of persons, time of return, possible route changes and the execution of the trip on the trip order.
13. The driver is entitled to deviate from the planned route and/or the agreed access and stopping points if safety and/or local conditions so require.
14. The customer is responsible for the behavior of his passengers during transportation. The instructions of the on-board personnel must be followed. Passengers who do not comply with justified instructions of the on-board personnel in spite of a warning may be excluded from the carriage if the disregard of instructions causes a danger for the safety or order of the operation or for the passengers or if the further carriage is unreasonable for the bus enterprise for other reasons. In such cases, the customer shall have no recourse against the bus enterprise.

Complaints shall first be addressed to the on-board personnel and, if they are unable to remedy the situation with reasonable effort, to the bus company. The customer is obligated to cooperate in the elimination of service disruptions within the scope of what is reasonable for him, in order to avoid possible damages or to keep them as low as possible.

15. Playing copyrighted movies or music is not allowed on buses equipped with DVD or CD players.
16. In many vehicles, free domestic WLAN is provided. The bus operator cannot guarantee the actual availability of Internet access. The use is subject to the technical possibilities. The bus operator reserves the right to use vehicles without WLAN in exceptional cases.
17. All disputes arising from this contract shall be settled exclusively by the court having subject-matter jurisdiction at the registered office of the bus company. For all disputes arising from this contract against a consumer who has his domicile, habitual residence or place of employment in Austria, one of the courts in whose district the consumer has his domicile, habitual residence or place of employment shall have jurisdiction.