



These are the conditions of hire Directbus s.r.o., Narcisová 48, Bratislava, Slovakia, BI: 47031662, (hereinafter call the "Company". They form the basis of the contract under which the Company agrees to hire coaches, minibuses and other types of vehicles to the customer (hereinafter call 'the Hirer').

## **1. Price quotation**

Quotations are given on the basis of the most direct route and on information provided by you. The route used will be at our discretion unless you have requested a particular route which will be specified in our quotation.

The company makes every effort to provide you an accurate calculation of the cost but it is also the responsibility of the Hirer to double check all the details in the quotation; especially start and end date, start and end of services locations, inclusions, exclusions and coach city permits. The company can only commit to the quoted price if the details are matching with the Hirer's request.

The Hirer needs to notify the company of any errors immediately.

All quotations are given subject to us having a suitable vehicle at the time you accept the quotation.

Unless otherwise stated in the quotation, quotations are given for coach and driver only. Inclusion and exclusion of other charges such as parking charges, ferries, tunnel fees, city entry fees, driver's accommodation, driver's meals and brokerage, is clearly stated in the quotation.

Quotations are valid for 28 days unless otherwise notified.

All prices are in Euro and include VAT.

## **2. Booking**

The Company shall not consider the price quotation as binding until it has received a price quotation acceptance in a written form (e. g. by email). Acceptance cannot be made via a social application such as WhatsApp.

Once the quotation is accepted, the company will issue an order document with all details of the hire and proforma invoice. The Hirer should again cross check the details of the order and confirm to the Company that all details are correct.

The Hire Contract shall come into force by way of the order acceptance/confirmation sent to the Hirer by the company. The use of written form shall be required (e. g. by email).

Subsequently, a deposit of 30 % is payable to secure the booking. We should receive the deposit via a bank transfer or card payment within the due date stated on the invoice. On receiving your deposit, we will send you confirmation of your booking along with the receipt. The company reserves the right to cancel the contract if the deposit is not received within the specified period.

The balance of the hire charge is payable not later than 7 days prior to the date of hire, unless other payment terms were agreed in a written form. The Company reserves the right to decline to execute any work and to terminate services immediately when the agreed payment terms



have not been adhered to, in which case any amount paid by Hirer up to that point becomes forfeitable by the Hirer to the Company.

All bank transfer charges for deposit and the balance payment should be incurred by the Hirer.

### **3. Cancellation by The Hirer**

The Company reserves the right to charge a cancellation fee on as follows:

30 days before departure - 10% of Deposit plus the bank charges that we incur

29 to 8 days before departure – Loss of Deposit

Within 7 Days of departure – 50% of total hire charge plus the bank charges that we incur

Cancellation 48 hours prior to the start of the services - 90% of the total hire charge

Cancellation during the services - 100% of the total

### **4. Cancellation by the Company**

In the event of any emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labor or on the happening of any event over which the Company has no control (including adverse weather and road conditions), the Company may by returning all money paid and without further or other liability cancel the contract.

### **5. Limitation of Liability**

The Company is not responsible for delays or trip termination due to weather, traffic or unsafe road conditions (i.e.: acts of nature, accidents, etc.) These factors should be taken into account by the Hirer when requesting a collection time when making a booking.

### **6. Refunds**

In the event of the failure of the Company to provide the booked service, any refund will be limited to the amount paid for the hire.

### **7. Itinerary**

It is the responsibility of the Hirer to provide a complete day by day itinerary to the Company, which is in line with the driving regulations and within the specified kilometers allowance and hours of service, not later than 7 days before the start of the services.

The company makes the best effort to point out any possible driving regulations and timing issues. However, the Company will not be held responsible if the timing of the itinerary is not correct and reserves the right to stop the services, if the continuing would mean the breach of driving regulations.



The Hirer is obliged to provide a complete itinerary along with the other information in the format as stated below.

The hirer is obliged to send a complete list of hotels with checkin and check out dates 2 weeks before the start of the services.

If the Company does not receive the list of hotels and the final itinerary in the requested time period, it reserves the right to cancel the services and apply cancellation charges as per article 3.

Client name:

Client contact:

Welcome sign (if applicable):

Flight number, time and date of arrival (if applicable):

Flight number, time and date of departure (if applicable):

Pick up location, time and date:

Drop off location time and date:

Number of passengers in total:

Amount of check in luggage:

Amount of hand luggage:

Day by day itinerary:

List of the hotel with addresses and complete check in and check out dates:

List of sights to be visited with addresses (if applicable):

List of restaurants with addresses (if pre booked):

## 8. Route and time changes

Any changes to the routing, collection and drop-off points must be, at all times, confirmed with the Company; not to the driver of the vehicle. Should a vehicle be detained by the Hirer or taken on a longer journey than that contracted for, the Company reserves the right to make an additional charge commensurate with the costs incurred. The rate for additional kilometers and hours of services are specified below:

Additional charges outside of the agreed upon itinerary			
	Distance	First additional hour	Every other add. hour
Minivan	0.6 EUR/km	30 EUR	50 EUR
Minibus	0.8 EUR/km	50 EUR	75 EUR
Coach	1.2 EUR/km	75 EUR	100 EUR

Plus all other tolls, tunnels and ferry fees.

Every commenced hour above the agreed hours of service is deemed as overtime. The charge for overtime hours is specified in the table above and the amount is payable directly to the driver unless otherwise agreed. This does not apply to hours when the driver is doing options, for traffic jams, emergencies and hours consumed by other force majeure.



Driving on the unpaved roads is strictly prohibited and The company reserves the right to refuse driving on the narrow or steep roads or any other way deemed unsafe by the driver. In this case the decision is purely based on the coach captain/driver's judgment of the situation..

### **9. Driving in bus restricted zones**

Many cities and tourist sights in Europe restrict or regulate the movement of tourist buses. City centers such as in Prague, Salzburg, Florence, Rome etc. are not accessible and only dedicated bus drop off and pick up spots can be used.

It is the Hirer's responsibility to explain to the passengers that some tourist sights and points of interest in urban areas are not directly accessible to buses and certain amounts of walking is to be expected.

The Hirer cannot force the driver to break the traffic rules under any circumstances and is liable to pay any fines incurred. For a repeated violation of traffic rules caused by the Hirer, the Company reserves a right to cancel the services on the spot without a refund.



### **10. Access to clients accommodation and restaurants**

The Hirer has the responsibility to book accommodation and/or restaurants which are accessible to buses. If in doubt, it is the Hirer's responsibility to confirm the accessibility with the supplier. In the case the accommodation and/or restaurants are not accessible, the driver can only drop off passengers at the nearest possible drop off point. The company will not be responsible for any additional cost incurred for transportation of passengers or of the luggage.

### **11. Hours of service**

Hours of service are strictly guided by EU driving regulations and the hours of service available to the Hirer are specified in the order document and they are usually up to 12 hours per day if the driver's accommodation is with passengers and 11 hours if the driver's accommodation is not with the passengers.



Hours of service should be used between 7:00 and 22:00 local time. Any exceptions to this usage need to be previously discussed and agreed with the Company. Hours of service that are not used are not transferable to another day.

The hirer undertakes to abide by all drivers' hours regulations and other EU statutory requirements and regulations that may in any way affect the journey in question. Drivers must comply with all such regulations but, subject to the constraints imposed by them, will comply with all reasonable requests of the Hirer. Neither the Hirer nor any passenger shall delay or otherwise interrupt the journey in such a way that the driver is at risk of breaching regulations relating to his driving hours or his duty time. If a breach occurs, the hirer will be responsible for any additional costs incurred, unless the breach is outside the control of the Hirer.

## **12. Violation of driving regulations**

Under no circumstances can the Hirer force the driver to break the rules of EU driving regulations or force the driver to drive into vehicle restricted zones or in any other way to break traffic rules. In such a situation, the Company reserves the right to decline to execute any work and to terminate services, in which case the full amount paid by Hirer becomes forfeitable by the Hirer to the Company.

## **13. Private road tolls**

If the Company is providing the service all inclusive with the road tolls, these generally include all state owned motorways and roads. Any private road tolls such as in skiing or hotel resorts or national parks are not included in the price of hire and should be paid on the spot by The Hirer.

## **14. Reasonable usage**

The company intends to give maximum flexibility to the Hirer in terms of how the services are to be used, however, a reasonable usage of the Company's services is expected.

Below are examples of what is deemed as unreasonable:

- Being late for pick ups for more than 15 minutes and not notifying the driver
- Requests for driving to sights and restaurants under 2 kilometers from the clients hotel
- Requesting the driver to do shopping for items or collecting forgotten items

In the event of unreasonable usage, the Company reserves the right to decline to provide the services. The decision is purely based on the coach captain/driver's judgment of the situation.



## **15. Currency and passports**

It is the Hirer's responsibility to ensure that all members of the group are carrying the correct currency for each country visited along with a current valid passport and appropriate visas for such countries. The passport has to be carried by the passengers at all times.

## **16. Music**

Music on board is allowed only if it does not disturb the driver. This is usually possible on motorways. No music should be played while driving in city centers, so the driver can fully concentrate on driving in busy traffic.

## **17. Eating**

Eating on the bus is prohibited. This includes take away food and drinks, pre packed meals, ice cream, etc. The passengers can only consume small dry snacks and drinks which can be securely closed.

## **18. Passengers Property**

The Company will not be responsible for any damage to, or loss of, personal property left in vehicles, however caused. It is the responsibility of the Hirer to ensure that the passengers property is insured separately for loss and damage.

All articles of lost property recovered from a vehicle will be held at the depot at which the vehicle is based for one month and will then be destroyed.

## **19. Luggage**

All vehicles hired by the company are subject to restrictions on carrying luggage for statutory safety reasons.

The luggage allowance is 1 check-in L-size luggage per person and 1 carry-on 5kg bag per person.

The company needs to impose these limits due to the limited luggage space and weight limits of the vehicles.

All commercial vehicles are subject to weight controls especially on the motorways and border crossing and overweight vehicles are prevented from continuing their journey and liable to pay fines. The coach captain/driver has the right to refuse to take on any luggage he deems as excessive, causing the vehicle to break the weight limits.

It is the responsibility of the Hirer to inform and discuss with the Company if the passengers are traveling with excessive luggage and it is the Hirer' responsibility to inform passengers about the luggage policy in advance.

The Company is not liable to pay any additional cost which may be incurred as a result of the passengers bringing the excessive luggage without the Company's consent.



Luggage size guide

## 20. The number of passengers

The number of passengers is specified in the order document and cannot be changed without notification of the Company. The hirer has to request the amendment via writing and the change is only valid when the Hirer receives the new order document from the company. If the Hirer increases the number of passengers to exceed the seating capacity of the booked vehicle, the Company has the right to cancel the contract if a larger vehicle is not available. The company has the right to apply the following cancellation charges as per article 4.

## 21. Liability for Injury

The Company will not accept any liability for damage, injury or loss by any passenger standing up or walking around the vehicle whilst in motion.



## **22. Vehicle**

The company reserves the right to provide a larger vehicle than that specified at no additional charge unless any extra seats are used.

No passenger may be carried in excess of the seating capacity of the vehicle

The Company reserves the right to substitute other vehicles (including those of other operators)

or ancillary facilities for all or part of the hiring subject to such substitutes being of similar quality.

The company will replace the vehicle in the case of a break down or if the vehicle is otherwise unfit to continue the journey,

The company will not replace the vehicle in the case of minor technical issues, such with audio speakers, incline chair mechanisms, chair armrests, passenger lights, individual air vents or USB connectors.

## **23. Seat belts**

Passengers should wear the seat belts provided at all times and they are liable to pay any fines on the spot which would be incurred as a result of the passengers failing to wear the seat belts.

## **24. Breakdown and Delays**

The Company gives its advice on journey time in good faith. However, as a result of breakdown or traffic congestion or other events beyond reasonable control of the Company, journeys may take longer than predicted and in those circumstances the Company will not be liable for any loss or inconvenience suffered by the hirer as a result.

## **25. Tips**

Tipping the coach captain/driver for good services provided is an industry standard and the amount of 3 EUR per person per day is expected (minimum 30 EUR per day per group). The tips are usually paid on the night before the last day of the services.

## **26. Damage to Company Vehicles**

The Company's private hire vehicles are constructed and adapted to transport seated passengers only and standing on seats or use of roofs for viewing, etc is not permitted. The hirer will be responsible for, and shall indemnify the Company against any damage caused to the vehicle as a result of negligence or intentional damage by all members of the party. The hirer has an obligation to compensate the Company for any damage caused by the passengers.



## **27. Consumption of Alcohol**

The Company reserves the right to refuse to carry any passenger whose behavior can be considered unruly or under the influence of alcohol or drugs.

## **28. Additional Charges**

The Company reserves the right to impose additional charges on the hirer following completion of the hire if the passengers have left the vehicle in an unreasonably untidy condition (up to 100 EUR) or having required additional time or mileage which was not included for in the original booking.

## **29. Returnable Additional Deposits**

The Company reserves the right to insist upon a returnable additional deposit being provided by the hirer in addition to the hire charge. This deposit will be returned to the hirer following completion of the hire provided that no additional expenses were incurred by the Company which were a direct result of the Hirers, or his passengers actions.

## **30. No Smoking Policy**

Smoking is not allowed by Law on all vehicles and this also includes electronic cigarettes. The Hirers are responsible and obliged to make sure that all passengers on the vehicle will follow the rule.

## **31. Airport or Ferry transfers**

On collection passengers from airports, ferry ports, etc the vehicle will wait for one hour after the pre-arranged collection time free of charge. After that additional waiting time will be charged at the discretion of the Company.

## **32. Complaints**

In the event that you should have a complaint, it is important that you notify the coach captain/ driver immediately in order that an immediate remedy can be sought. If this is not possible or if you feel that your complaint has not been dealt with satisfactorily, you should notify our office immediately in writing to email address [info@directbustravel.com](mailto:info@directbustravel.com). The company will not accept any complaints after completion of the hire.



### 33. Final provisions

- a. Acceptance of our Quotation implies acceptance of all the above conditions.
- b. This Contract is governed by Slovakian law.
- c. The invalidity of individual provisions of the contract including these Terms and Conditions of Business for hire bus transport shall not result in the entire contract being rendered invalid as a result.

Last update: 1.1.2023

Frantisek Liptak (Director)

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A handwritten signature in blue ink is placed over the company's address and registration details.