



These Terms and Conditions of Hire are issued by Directbus s.r.o., located at Narcisová 48, Bratislava, Slovakia (Business Identification Number: 47031662), hereinafter referred to as the "Company." They establish the contractual framework under which the Company provides coaches, minibuses, and other types of vehicles for hire to the customer, hereinafter referred to as the "Hirer."

## **1. Price quotation**

### **Quotation Basis**

Quotations are provided based on the most direct route and the information supplied by the Hirer. The final route will be determined at the Company's discretion unless the Hirer specifies a particular route, which will be included in the quotation.

### **Accuracy of Information**

The Company endeavors to provide an accurate cost estimate. However, it is the Hirer's responsibility to carefully review all quotation details, including:

- Start and end dates
- Start and end locations for services
- Inclusions and exclusions
- Coach city permits
- Number of passengers

The quoted price is valid only if the details align with the Hirer's request. The Hirer must notify the Company immediately of any discrepancies.

### **Vehicle Availability**

All quotations are subject to the availability of a suitable vehicle at the time the Hirer accepts the quotation.

### **Included and Excluded Charges**

All inclusions and exclusions are clearly stated in the quotation. 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.

### **Validity**

Quotations remain valid for 28 days unless otherwise stated.

### **Currency and Tax**

All prices are quoted in Euros (€) and include VAT.

## **2. Price Quotation Acceptance and Payment Terms**

### **Quotation Acceptance**

- The Company does not consider the price quotation as binding until it has received a written acceptance from the Hirer (e.g., via email).
- Along with the quotation acceptance, the Hirer must provide their full name and address. For company bookings, the Hirer must provide the full company name and address.
- Acceptance cannot be made through social applications such as WhatsApp.

### **Order Document and Confirmation**

- Once the quotation is accepted, the Company will issue an order document containing all details of the hire, along with a proforma invoice.
- The Hirer must carefully review the details of the order and confirm to the Company that all information is correct.

### **Deposit Payment**

- A deposit of 30% of the total hire charge is required to secure the booking.
- The deposit must be paid via bank transfer or card payment by the due date stated on the invoice.
- If the deposit is not received within the specified period, the Company reserves the right to cancel the order, as the contract is not yet in force.

### **Formation of the Hire Contract**

- The Hire Contract comes into force when the Hirer pays the required deposit and the Company confirms the receipt of the payment along with the booking confirmation and receipt.

### **Balance Payment**

- The balance of the hire charge must be paid no later than 7 days before the hire date unless alternative payment terms have been agreed upon in writing.
- Alternatively, the balance may be paid on the first day of services if agreed by the Company
- If payment terms are not adhered to, the Company reserves the right to:
  - Decline to execute the services.
  - Terminate services immediately.
- In such cases, any payments made by the Hirer up to that point will be forfeited to the Company.



### **Bank Transfer Charges**

- All bank transfer charges related to both the deposit and balance payments are the responsibility of the Hirer.

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

The Company reserves the right to apply a cancellation fee, in addition to any bank charges incurred, as outlined below:

#### **30 days before departure**

- 10% of the deposit amount

#### **29 to 8 days before departure**

- 30% of the total hire charge

#### **Within 7 days of departure**

- 50% of the total hire charge

#### **48 hours prior to the start of services**

- 90% of the total hire charge.

#### **During the services**

- 100% of the total hire charge.

### **Reduction in Hire Period**

Any request by the Hirer to reduce the number of hire days after the booking has been confirmed will be treated as a partial cancellation. The Company reserves the right to charge a cancellation fee based on the equivalent daily rate for each cancelled day, in line with the cancellation schedule above. For example, a reduction made within 7 days of departure will incur a charge of 50% of the daily hire rate for each day removed from the original booking. No reductions will be accepted after the start of the services.

All changes must be requested in writing and are subject to the Company's approval.



#### **4. Cancellation, Limitation of Liability, and Refunds**

In the event of any emergency, riot, civil commotion, strike, lockout, stoppage or restraint of labor, or any other event beyond the Company's control (including adverse weather conditions, road closures, or unforeseen travel disruptions), the Company may cancel the contract by returning all money paid. In such cases, the Company will have no further or additional liability.

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

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

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.

#### **5. Itinerary and Accommodation Information**

It is the responsibility of the Hirer to provide a complete day-by-day itinerary to the Company, in line with driving regulations and within the specified mileage and hours of service, as outlined in the order document, no later than 7 days before the start of the services. The Company will make every effort to point out potential timing and driving regulation issues. However, the Company is not liable if the itinerary is incorrect and reserves the right to stop services if continuing would result in a breach of driving regulations.

The Hirer must also provide the following information in the format outlined below:

- Client name:
- Client contact:
- Welcome sign (if applicable):
- Flight details:
  - Arrival flight number, time, and date (if applicable):
  - Departure flight number, time, and date (if applicable):
- Pick-up location, time, and date:
- Drop-off location, time, and date:
- Number of passengers in total:
- Amount of checked luggage:
- Amount of hand luggage:
- Complete day-by-day itinerary:
- List of sights to be visited with addresses (if applicable):
- List of restaurants with addresses (if pre-booked):
- List of hotels with addresses and complete check-in/check-out dates:



The Hirer must provide the Company with a complete list of hotels no later than four (4) weeks before the start of the services, and the final itinerary no later than one (1) week before the start of the services. The hotel list must include full check-in and check-out dates as well as the complete address of each accommodation.

If the Company does not receive the itinerary and complete accommodation details within the specified timeframes, it reserves the right to cancel the services and apply cancellation charges as per Article 3.

Furthermore, if the Hirer fails to provide the hotel list by the specified deadline, and the Company is required to arrange accommodation for the driver, the Hirer agrees to cover any additional costs if the Company is unable to secure a room at a rate of €75 or less per night. In such cases, the Hirer shall pay the difference between €75 and the actual cost incurred.

The Hirer shall also bear responsibility for any additional costs resulting from incorrect or incomplete accommodation information. This includes, but is not limited to, errors in dates or addresses that lead to mistaken bookings or logistical issues.

Providing the hotel list accurately and on time ensures that driver accommodation can be arranged as close as possible to the client's location, avoiding unnecessary long-distance travel between hotels and enabling the driver to remain available to the client for a longer period each day.

## **6. Client's Accommodation, Restaurant, and Sightseeing Accessibility**

The Hirer is responsible for booking accommodation, restaurants, and sightseeing locations that are accessible to buses. If in doubt, the Hirer must confirm accessibility with the supplier directly.

In the event that the accommodation, restaurants, or sightseeing locations are not accessible, the driver will drop off passengers at the nearest possible drop-off point. The Company will not be responsible for any additional costs incurred for the transportation of passengers or luggage to and from these locations.

## **7. Driver's Accommodation**

If the driver's accommodation is provided by the Hirer, it should be primarily at the same hotel as the traveling group. The accommodation must include bed and breakfast in a single room with an en-suite bathroom and toilet, plus overnight vehicle parking.

If the driver's accommodation is not at the group hotel, it must be within 15 minutes of driving from the group's hotel.

If the hotel provided does not meet these conditions, the Hirer will be liable for any additional costs incurred by the Company in securing appropriate accommodation for the driver.



## 8. Overtime Charges and Kilometer Allowance

Any changes to the itinerary must be confirmed directly with the Company at all times, and not with the driver of the vehicle. Should the vehicle be detained by the Hirer or taken on a longer journey than what was originally contracted, the Company reserves the right to charge an additional fee to cover the costs incurred.

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.

Every commenced hour beyond the agreed hours of service is considered overtime. The charge for overtime hours is specified in the table below and is payable directly to the driver. This charge does not apply to hours lost due to traffic jams, emergencies, or other force majeure circumstances.

Hours of service should be used between 7:00 and 21:00 local time. Any exceptions to this usage need to be previously discussed and agreed with the driver. Hours of service that are not used are not transferable to another day.

All kilometers within the agreed-upon itinerary are included in the price. If no specific itinerary is provided or the itinerary is incomplete, the package will include an average daily allowance of 300 kilometers (e.g., for a 10-day hire, the total included distance will be 3,000 kilometers for the duration of the service). Any distance traveled beyond this allowance will be subject to additional charges, as per the rates specified below.

In the absence of a complete itinerary, any *day trips*—defined as trips where the client does not change hotels and returns to the same accommodation at the end of the day—will be limited to a maximum of 150 kilometers per day. Any excess distance on such day trips will also be subject to extra charges.

Providing a complete and accurate itinerary ensures proper planning and cost transparency, and allows the Company to optimize driver time and vehicle use accordingly.

Additional charges outside of the agreed upon itinerary		
	Distance	Overtime hours
Minibus	1 EUR/km	50 EUR/hour
Coach	1.8 EUR/km	50 EUR/hour
Plus all other tolls, tunnel and ferry fees.		

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

Many cities and tourist sites 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.

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 driver's judgment of the situation.

Please note that we do not provide services in locations with restricted access for charter buses, such as the villages of Positano and Amalfi on the Amalfi Coast, the Cinque Terre villages, Italian ZTL (Zona a Traffico Limitato) zones, Prague Old Town, Salzburg Old town, Vienna's Stephansplatz area, Florence Old Town, and other similar areas.



## **10. Violation of driving regulations**

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.



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.

## **11. Disrespectful Behavior Policy**

We prioritize a respectful and positive environment for both passengers and staff and have a zero-tolerance policy for any form of disrespectful behavior toward our drivers. Our drivers are skilled professionals committed to providing a safe and comfortable journey. Their expertise in route planning and itinerary adjustments is invaluable, and their advice should be followed to ensure compliance with driving regulations and optimal travel conditions.

Any behavior that is demeaning, bossy, or commanding will not be tolerated. This includes giving orders in a disrespectful manner, treating the driver as unimportant, or belittling them. Respectful communication and cooperation are essential to maintaining a smooth and enjoyable travel experience for all.

In the event that disrespectful behavior occurs, the Company will issue up to three warnings via email. If this behavior is repeated after three warnings, the Company reserves the right to cancel the service immediately, without any refund, and with no further liability.

## **12. Reasonable Usage & Service Expectations**

The Company strives to offer the Hirer maximum flexibility while ensuring good working conditions for our drivers and avoiding unnecessary frustration. A fair and reasonable use of the Company's services is expected, considering driving regulations, the driver's well-being, and overall service feasibility. Respecting these guidelines helps create a positive experience for everyone—when drivers are not placed in frustrating situations, they remain professional, focused, and in good spirits, which ultimately leads to better service.

It is important for the Hirer to understand the limitations of a charter bus and set the right expectations. The service is designed for pre-planned transportation and not for on-demand or taxi-like use. Drivers have the right to decline any requests that conflict with reasonable usage, including those that compromise safety, violate regulations, or fall outside the agreed-upon scope of service.

Below are examples of what is deemed as reasonable and unreasonable:

### **Daily Plans and Itinerary Changes**





Discuss your daily plans with the coach captain at least a day in advance and avoid making significant last-minute changes. Itinerary adjustments should not be communicated to the driver between 22:00 and 07:00. For safety reasons, no changes to the itinerary, schedule, or route should be communicated to the driver while they are driving.

As charter buses are large vehicles, their routes must be preplanned to account for height limits, weight restrictions, and potential road closures. These factors require careful consideration to ensure safe passage. Changing the route or schedule on short notice may cause complications and is not feasible under these circumstances.

### **Hours of Service**

The driver is available for up to 11 hours per day, with any overtime requiring prior discussion with the driver. Service hours begin from the scheduled morning pick-up time, not when passengers board the vehicle. Daily service hours should be used between 07:00 and 21:00 local time, and any unused hours cannot be carried over to another day.

### **Punctuality and Pick-Ups:**

Please be punctual for all agreed pick-up times at hotels, restaurants, and sightseeing locations, and inform the driver if you experience any delays. Buses must use designated bus stops, which are strictly for quick pick-ups and drop-offs and cannot be used for extended parking.

### **Sightseeing Drop-Off and Schedule Changes**

Once passengers are dropped off for sightseeing, the bus may be parked at a designated location, which could be in a remote area, and the driver may have started a compulsory break as required by driving regulations. Therefore, in case of a change of plans, do not expect the bus to return on short notice. A minimum of one hour's notice must be given for any schedule adjustments to allow sufficient time for the driver to comply with regulations and reach the pick-up location.

### **Short Trips**

For short trips (under 2 kilometers from your hotel), please consider alternative transportation, as charter buses are not designed for such brief journeys. Unlike taxis, buses cannot make curbside stops and are only permitted to stop in designated areas.

### **Personal Errands**

Drivers are not responsible for personal errands such as shopping or retrieving forgotten items.

### **Driver's Role**



Our drivers are experienced professionals who help ensure smooth daily operations, but they are not substitutes for tour guides.

### **Bus Charges**

Bus-related charges should be settled on the spot. If tickets or fees are pre-purchased online by the company, payment must be made to the driver in cash on the same day.

### **13. Toilets**

For buses equipped with onboard toilets, the availability of these facilities is at the Company's discretion, depending on the availability of suitable locations for proper maintenance. If such locations are limited, toilet facilities may not be available by default.

In accordance with driving regulations, tourist buses are required to take a toilet break approximately every two hours. Additional stops can be made sooner in case of an emergency.

### **14. 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 especially for crossborder trips. It is not companies nor drivers responsibility to remind clients to carry the passports.

### **15. 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.

### **16. 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.

### **17. 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 passenger's 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.

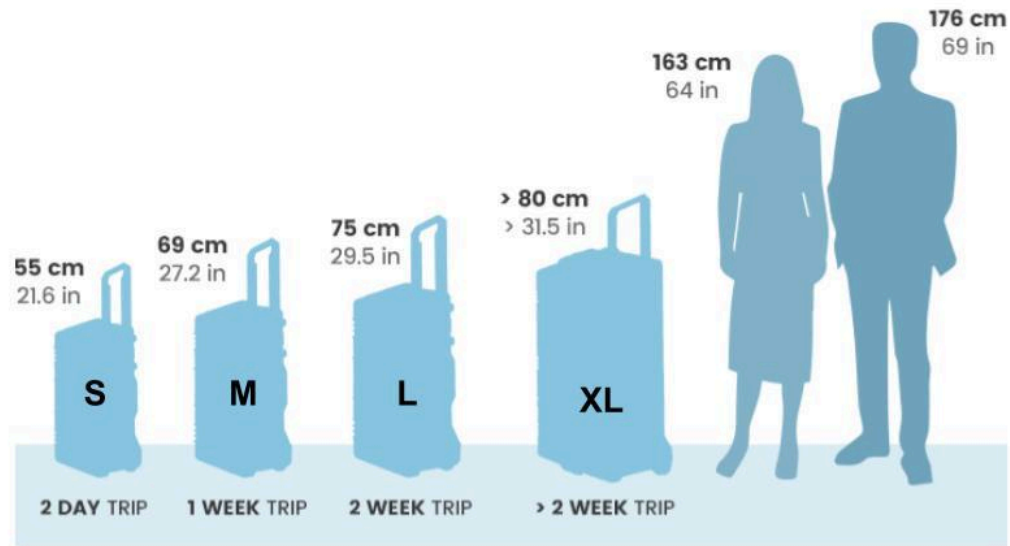
## **18. Luggage**

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 25kg per person and 1 personal 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 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's 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

## 19. 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 3.

## 20. Vehicle

The company reserves the right to provide a larger vehicle than that specified or a vehicle with a luggage trailer if needed to provide sufficient luggage capacity.

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.

### **21. 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. 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. 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) for buses under 20 seats and 2.5 EUR per person per day is expected (minimum 50 EUR per day per group). The tips are usually paid on the night before the last day of the services.

### **23. 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.

### **24. 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.

### **25. Cleaning 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 150 EUR).

### **26. 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.

## **27. 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.

## **28. 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.

## **29. 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.

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Frantisek Liptak (Director)

Directbus s.r.o.  
Narcisová 48, 821 01 Bratislava  
IČO: 47 031 662  
IČ DPH: SK2023742820

