

Edward

RELAX & TRAVEL IN STYLE

Vienna, March 2021

GTC – General Terms & Conditions

Terms and conditions of the coach operating company Edward Arslanyan

1. Offers and conclusion of the contract

Our offers are non-binding and subject to change. The contract shall only be deemed to have been concluded upon receipt of an order confirmation from us. The customer is obliged to inform us when placing the order if there is a safety risk to property and persons on the route to be traveled or at the place of arrival (so-called high-risk trips) and he knows or should know this. Such high-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, contrary to his obligation, the customer does not inform us of the existence of a high-risk journey before the contract is concluded and we only become aware of this after the contract has been concluded, we are entitled to withdraw from the contract. In this case, we shall be entitled to charge the aforementioned cancellation fee, whereby the decisive point in time for the calculation of the cancellation fee shall be the time at which we become aware of the risk trip.

2. Content of the contract and provision of services

The content of the contract is the transportation service as agreed with the customer. Insofar as the contract contains departure and arrival times, these are only to be understood as approximate information based on time estimates. The actual travel time always depends on the specific circumstances (traffic volume, accidents, traffic jams, etc.). We reserve the right to select the vehicle within the ordered vehicle category and size. The use of a larger vehicle than ordered is always permitted. In this case, the fee shall be calculated according to the vehicle category and size ordered. The customer is advised that the availability of a vehicle's equipment may be limited due to certain weather conditions (e.g. non-usability of the toilet facilities at low temperatures). Unless otherwise agreed, the driver is responsible for selecting the route. The driver shall be entitled to deviate from any specified route if this is necessary or possibly expedient for safety reasons or for traffic-related reasons such as traffic jams, roadworks and the like. The customer undertakes to demand transportation services from the driver only to the extent that this is compatible with the relevant statutory provisions (e.g. legally mandatory driving breaks, rest periods, etc.). The driver is entitled and obliged to refuse certain transportation services for precisely these reasons. The vehicle may only be occupied by the number of passengers for which it is licensed. The driver is entitled and obliged to refuse transportation services if the maximum number of passengers is exceeded.

3. Charge

The agreed fee covers the transportation service agreed with the customer. This fee includes the expenses associated with the operation of the vehicle, cash expenses as well as road tolls, ferry fees, parking fees, road and other taxes. Additional services not included in the agreed transportation service that the customer additionally orders during the provision of the transportation service (e.g. the use of certain longer routes, additional stopovers) shall be invoiced separately. The driver's accommodation must be organized and provided by the customer at his own expense. If this is not done, we shall be entitled to charge the customer for the expenses incurred in this respect in the amount of a reasonable (3-star accommodation / half board) at the destination or place of stopover. All fees as well as expenses and cash outlays are due without deduction within 10 days of invoicing.

4. Terms of cancellation of transportation service

The customer is entitled to cancel the transportation service. If the customer cancels the transportation service, he must pay a cancellation fee in the following amount (percentage of the agreed fee):

before the 21st working day before departure	cancellation-free
from the 20th working day before departure	10%
from the 14th working day before departure	30%
from the 7th working day before departure	70%
on the day of departure	100%

Edward Arslanyan Busunternehmer

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5. Passenger behavior

The customer is responsible for his behavior and the behavior of his passengers during transport. The driver is entitled to exclude passengers from transportation if this is provided for in the operating regulations for non-scheduled passenger transport. In the event of such exclusion from transportation, there is no entitlement to (partial) reimbursement of the fare or to return transportation of the passenger concerned. We are not liable for claims of passengers who do not arrive in time for the departure time announced by the driver or tour guide at intermediate stops, nor for claims of passengers who cannot be carried because they do not have the required personal documents (passport, visa, etc.) with them. The seat belts fitted in the vehicle must be used in accordance with regulations during the journey. Seats in the vehicle may only be left for short periods of time. In this case, the passenger is obliged to obtain a firm footing in order to be prepared for any necessary abrupt steering and braking maneuvers. In vehicles equipped with media playback systems, the playing of media content protected by copyright (films, music, etc.) (not exclusively arranged by us) is the sole responsibility of the customer (concerned). The customer shall indemnify and hold us harmless for all claims asserted by third parties in this regard. The customer shall also be liable for any damage and soiling of the vehicle culpably caused by him and his passengers, including any loss of earnings due to downtime caused by cleaning or repairing the vehicle.

6. Luggage

Hand luggage and baggage must be packed in such a way that its contents are protected against loss, deterioration or damage. The owner's name and address must be permanently affixed to the items of baggage. Every traveler may, at their own risk, take and keep items that they can easily accommodate in their own space and without inconveniencing other travelers (hand luggage). Please note that this baggage must be of an appropriate size so that it can be stowed safely in the overhead compartments above the seats. The path between the seats must be kept clear of any luggage (for safety reasons, among others), as must the adjacent seats. All other and larger items of luggage (so-called "luggage") must be stowed in the luggage/cargo compartment of the bus. Please note that the bus driver will stow the passengers' luggage. Passengers are requested not to leave their luggage unattended. Passengers are responsible for checking that their luggage is loaded onto the bus and should therefore be present during loading, unloading and reloading. We accept no liability for items that are lost after being unloaded from the bus. Bulky or other unusual items of luggage may be excluded from carriage.

Dangerous substances and objects (in particular explosive, highly flammable, radioactive, malodorous or corrosive substances and objects, weapons, ammunition, fireworks, dangerous chemicals) are completely excluded from transportation. Assistance animals (e.g. guide dogs) may be carried by the passenger concerned. In addition, animals may only be carried with the consent of the driver. We are not liable for stolen or otherwise lost luggage (hand luggage and luggage) if it remains in the vehicle during stopovers or overnight, unless we have culpably contributed to this. We are not obliged to guard the vehicle once all access points (including loading flaps) have been properly locked.

7. Written form requirement and applicable law

Agreements deviating from these GTC must be made in writing to be legally effective. This shall also apply to any waiver of this formal requirement. The legal relationship between the customer and us shall be governed exclusively by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and national and international conflict of laws rules. Despite the choice of law, the customer is at liberty to invoke the mandatory and more favorable provisions of the law of the country in which the customer has his habitual residence.

Place of jurisdiction is Vienna.

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