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General Terms and Conditions for Contracts and Conveyance of Passengers of Amphora Voyage GmbH

These general terms and condition for contracts and conveyance of passengers regulate the legal relations between you and Amphora Voyage GmbH. Amphora Voyage is entitled to transfer parts or entire conveyance services to a third party, insofar as their safety and quality standards are fulfilled.

Contract between you and Amphora Voyage

The contract between you and Amphora Voyage comes into being with the implicit acceptance of your booking by Amphora Voyage. From this moment on the rights and obligations stated in the contract (including these General Terms and Conditions for Contracts and Conveyance of passengers) apply. Should the person who made the booking register additional passengers, he/she is then responsible for his own contractual obligations as well as those of these additional passengers (in particular payment of the travel costs). The contractual agreement and these general terms and conditions apply to all guests. Special requests on your part or supplements to the agreement are only an integral part of the contract when they have been unconditionally confirmed by Amphora Voyage. The services offered by Amphora Voyage start at the place where the bus is joined. All passengers are responsible for having valid travel documents with them.

Prices

The prices for each service are displayed on the Amphora Voyage homepage under www.amphora-voyage.com. Prices at the time of booking apply.

Booking amendments or non-usage of bus transfer (cancellation)

In the case of amendments to the booking (name changes, naming of replacement passenger or amendments to the dates of travel, additional services and pick-up or drop-off point etc.) a handling fee of €10,-- will be charged. These handling fees are not covered by any cancellation insurance that may have been taken out. If you are not able to travel for any reason (cancellation on your part), you are not entitled to a refund of the travel costs. We would recommend travel cancellation insurance.

Post-booking and pre-arrival changes in transportation arrangements

Amphora Voyage reserves the right, also in your interest, to change the itinerary or individual travel arrangements (e.g. type of vehicle, departure times etc.) should an act of God, unforeseen or unpreventable circumstances arise. Should changes of this kind be made Amphora Voyage will offer passengers comparable alternative services. Should you prematurely abandon or cut short the journey, the journey price will not be refunded.



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In the case of complaints

Should the bus transfer not comply with the terms agreed in the contract or should you suffer damage in any kind, you are required to report these failings or damages immediately, ideally on the day of the occurrence. If remedial measures are possible while you are consuming our services, you should contact the driver/guide or the Amphora Voyage directly. The driver/guide is not authorized to acknowledge compensation claims of any kind.

Responsibility for conveyance procedures

The driver/guide responsible is authorized to take any necessary action to ensure safe passenger conveyance at any time. He/she decides whether and how the journey is conducted and in particular has the complete authority to make decisions about how luggage is loaded and unloaded. The cost of the journey includes the transportation of a specified amount of luggage per person as stipulated below:

- hand luggage 1 piece (max. size 45 cm x 35 cm x 20 cm) and
- luggage 1 piece

The luggage must be labelled with the name, address and journey destination. It is your responsibility to ensure that your luggage is suitable and fit for travel. Amphora Voyage can refuse to take on luggage when it not suitably packed and when safe transportation cannot be guaranteed. Amphora Voyage cannot be held liable for items lost from luggage that has not been correctly closed or secured. A passenger's luggage is generally transported in the same bus as the passenger. If this is not possible for serious operational reasons or if the driver considers it impossible to transport the luggage in this way, we reserve the right to transfer the luggage with the next available bus.

Luggage which exceeds the stipulated limits is considered excess baggage. Luggage which does not conform in size or shape with normal baggage specifications is considered oversized baggage (Bicycles, sports equipment, animals etc.) If you want to transport excess or oversized baggage, this has to be registered at the time of booking. The decision whether to accept the luggage or not is made based on the available luggage carrying capacity and safety aspects.

One wheelchair per person is allowed and carriage is free of charge provided this is clearly stated at the time of booking. We reserve the right to refuse carriage if there is insufficient luggage carrying capacity.

Amphora Voyage is only liable for damage to luggage caused during transportation provided by Amphora Voyage and which is covered by a valid contract of carriage. Liability for loss or damage to luggage is limited.



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If your luggage does get damaged, you must report this to the driver/guide or to Amphora Voyage upon arrival at the relevant destination and as soon as the damage is noticed. Loss of luggage must also be reported immediately after dismemberment and after the luggage has been redistributed.

The loss will be noted straight away and enquiries will be begun immediately. Any notification of loss which is not made as soon as possible before the drop-off area is left, can only be conditionally accepted.

Schedules, timetables, boarding and handling

We recommend that upon landing and after retaining your luggage, you make your way to the designated (sign or flag) AMPHORA meeting point in the arrivals hall to ensure punctual departure and to avoid delays where ever possible. Departure times are arranged to give you plenty of time for the airport check-in. However, delays can occur due to unforeseen circumstances such as heavy traffic, traffic jams, accidents, congestion at the airport, delays at border crossings etc. Passengers do not have the right to demand particular seats on the bus. Smoking is not permitted on any Amphora Voyage bus journeys.

Reasons for us to refuse conveyance

Amphora Voyage endeavours to provide its passengers with pleasant and safe carriage. However, should a passenger on a bus act in such a way that:

- the bus, individual passengers or items on board the bus are endangered
- the driver is impeded in carrying out his duties
- instructions given by the driver/guide are not adhered to or
- the said person's actions threaten to lead to other passengers on board being subject to unacceptable encumbrance, to damage or injury Amphora Voyage reserves the right to take necessary and suitable measures in order to prevent any further negative consequences of this behaviour.

Amphora Voyage can – if rendered necessary and appropriate – insist that the passenger gets off the bus, refuse further conveyance on that leg of the journey or refuse any further conveyance at all. Any such behaviour on board the coach can be prosecuted by criminal as well as civil law.

Claims in the case of failed passenger conveyance

Should the conveyance of passengers not be possible or be delayed for reasons within the control of Amphora Voyage, any obligation to pay compensation on the part of Amphora Voyage is restricted to a refund of the rendered travel price. Amphora Voyage cannot be held liable in any further way. The afore mentioned stipulation no longer applies should negligence or gross negligence on the part of Amphora Voyage be proved.



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Law applicable and jurisdiction

The legal relations between you and Amphora Voyage are subject to Austrian law only, insofar as a choice of law is applicable. Should one or more of the clauses in these General Terms and Conditions for Contracts and Conveyance of Passengers become invalid, the remaining clauses remain unaffected. Salzburg as sole jurisdiction for any possible lawsuits brought against Amphora Voyage is hereby agreed upon.

Amphora Voyage GmbH

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