

# GENERAL TRANSPORT CONDITIONS

### **BOOKING:**

The service booking is available by Apam Viaggi Mantova\* directly or by phone, fax, e-mail or letter. Apam Viaggi Mantova is not liable for any booking forward through different channels.

#### **QUOTATIONS:**

On the customer request, according to the information provided, Apam Viaggi Mantova\* drafts quotations on the service cost. Quotations last for 45 days unless different specified. Such quotations are not binding and the invoiced amount will be calculated at the end of the service on the km covered. In case of odometer failure, the calculation will be based on the I.T.C. road maps adding a 5%.

## **CONFIRMATION**

The service is to be confirmed within:

- 30 days before leaving, in case of a service covering a few days;
- 6 days before leaving (Monday morning in case of Sunday departure) in case of "snow" Sunday services;
- 10 days before leaving in all the other cases.

When confirming, it is necessary to add all the information relating to the service, including the invoice heading, address, tax payer's code or VAT number,

No confirmation within the agreed terms implies the booking cancellation.

Confirmed bookings will be binding for the Company, unless force majeure events.

The written acceptance (forwarded by Apam Esercizio SpA by hand, fax or e-mail) of the quotation will represent a quotation confirmation and acceptance of the transport terms.

#### **CANCELLATION OF CONFIRMED SERVICES**

In case of cancellation of a confirmed service, Apam Esercizio SpA will charge the principal:

- € 200.00, as damage compensation for the failure to use the couch;
- € 200.00, added the possible covered km with an empty couch, if the cancellation is received on the day of the confirmed service

Any cancellation is to be forwarded to Apam Viaggi Mantova\* at working times. The prices are VAT excluded.

## **DRIVER - COUCH COMMITMENT:**

As for daily services, the daily service drive timetable is from 5:00 a.m. to 10:00 p.m.

TIMETABLE for drivers un case of rent:

Half Day

- Up to 200 covered km
- Maximum 6 hours from warehouse to warehouse, from 6:00 a.m. to 9:00 p.m.
- For possible returns or leavings outside the standard timetable, an hourly increased rate will be applied for any hour or fraction of hour.

Full day

- From 6:00 a.m. to 9:00 p.m.
- For possible returns or start outside the standard timetable, an hourly increased rate will be applied for any hour or fraction of hour
- Trips covering more than 200 km

### **NIGHT RATE INCREASE**

In case of service leaving before 5:00 a.m. or return after 10:00 p.m., Apam Esercizio SpA will charge a night increased rate, for any hour or fraction of half-hour

## **SERVICES LASTING FOR MORE DAYS**

As for service lasting for a few days in Italy or abroad, the driver (drivers) board and lodging are charged to the principal. In case Apam Esercizio SpA is liable for covering such costs, they will be charged onto the following invoicea, VAT to be added:

- € 30.00 for each lunch or dinner (VAT excluded)
- Accommodation according to what borne.

# SECOND DRIVER

According to the regulations in force, Apam Viaggi Mantova will use a second driver on its unquestionable decision (refer to Reg.



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CE N. 561/2006 and following changes),

adding the daily cost and in case of partial use, possible costs borne as for the warehouse return.

#### RELATIONSHIP WITH THE DRIVER

As for the entire service, including service changes as well, the principal is liable for any relationship with the driver or any other appointed person (trip manager).

#### COUCHES

Couches are rent for the available seat number. Luggage is allowed as for the whole truck capacity.

#### LIABILITIES

Passengers on rent couches are liable for damages or unlawful actions on the bodywork and/or furnishes of the rent couch. Apam Esercizio Spa is not liable for damages and luggage or object thefts in general left on the couch. At the end of the service and before leaving the couch, the trip manager should check for any abandoned object, relieving Apam Esercizio SpA from any possible complaint. In case of no check, the Company will not be liable for any lost object.

#### **ADVANCED PAYMENTS**

During the service and in case of advanced payments for highway tolls, parking areas, ferry boats, tunnel crossing, customs or on behalf of the customer, Apam Esercizio SpA will charge the borne cost when the invoice is issued, adding 22% VAT. Evidence documents of advanced payments by the Company on behalf of the customer, according to the mentioned regulations, are at the customer disposal for any use whatsoever. In case of use of Telepass or similar devices as for the highway toll payments, the toll cost will be charged according to the table supplied by Società Autostradali.

#### **COVERED KM**

Apam Viaggi Mantova\* will calculate the used coach covered km during the service from leaving up to returning to the warehouse.

## **PAYMENTS**

Invoices are to be paid, unless differently agreed, within 30 days from the invoice issue, charging any legal interest due in case of delayed payments.

## **EXCLUSION**

Apam Esercizio SpA is not liable for any event which is out of its possible control, such as flooding, snowing, earthquake, people commotion, delays due to traffic.

## **DATA PROCESSING**

In fulfillment of the obligations established by the European Regulation 2016/679 (GDPR) and by the obligations provided in Art. 13 of Legislative Decree n. 196 of 30/06/2003 "Code regarding the protection of personal data", the provided personal data Controller is APAM ESERCIZIO SPA with registered office at Via dei Toscani 3 / c - 46100 Mantova in the person of its Legal Representative. The Controller may be contacted at the following email address: apam@apam.it

## **LEGAL DISPUTES**

For any legal dispute, the Mantua Court only is competent.