

GENERAL TERMS AND CONDITIONS FOR POSTBUS-SHUTTLE

Scope: The following terms and conditions apply to journeys with the Postbus Shuttle, which are carried out by Österreichische Postbus Aktiengesellschaft itself or by a contractor of Österreichische Postbus Aktiengesellschaft within the framework of the Postbus Shuttle. Therefore, the company which was commissioned to carry out the Postbus Shuttle via the booking system shall be responsible for the execution/liability of the Postbus Shuttle. In case of external transport companies, Österreichische Postbus Aktiengesellschaft only acts as an intermediary for the travel service - the transport contract is then concluded directly between the customer and the transport company. The invoice will then be issued by the transport company. As part of the brokerage, Österreichische Postbus Aktiengesellschaft acts exclusively for the external transport companies and not on behalf of the passengers.

1. It is possible to book trips with vehicles for passenger transport including driver. The driving of the vehicle by unauthorised persons is prohibited.
2. Postbus-Shuttle is liable for the timely provision of the ordered vehicles ready to run, unless this is prevented by circumstances for which Postbus-Shuttle is not responsible (force majeure, strike, etc.). Postbus-Shuttle is not liable for claims of passengers who do not arrive in time for the departure time announced by the driver or tour guide in case of stopovers. Furthermore, PostbusShuttle is not liable for claims of passengers who cannot be transported because they do not have the necessary personal documents with them. There is also no liability for late arrival at the stopover or at the departure/destination.
3. The vehicle may only be occupied by the number of passengers for which it is registered.
4. Hand baggage or luggage must be packed in such a way that the contents are secured against loss, reduction or damage. The name and address of the owner must be indicated on the luggage in a liable manner. The amount of luggage per person must not exceed the usual amount. Passengers must check that their luggage is loaded into the vehicle themselves. Dangerous, bulky or other unusual pieces of luggage can be excluded from carriage. Excluded from carriage as hand luggage and registered luggage are items: in individual weights of more than 25 kilograms, which cannot be loaded due to their nature or size, the contents of which consist of dangerous substances. The driver is entitled to inspect the contents of the luggage in the presence of the passenger if there is a justified assumption that there is a reason for exclusion. The Company assumes no liability for loss or damage caused by inadequate packaging or the special nature of the goods.
5. Postbus-Shuttle is not liable for luggage that has been lost after being unloaded from the vehicle. Similarly, Postbus-Shuttle is not liable for luggage items if they remain in the vehicle overnight or have been forgotten.
6. Liability for loss, diminution or damage to luggage is provided within the framework of the regulations in force for motor vehicle traffic. In the event of liability, Postbus Shuttle will be liable to pay compensation up to the amount of the proven damage, but not exceeding EUR 200,-- per piece of luggage. There is no liability for inadequately packed, damaged or unsealed baggage as well as for money and valuables.
7. **The liability of Postbus-Shuttle is excluded for claims for damages of any kind - as far as legally permissible** - unless gross negligence or intent is involved. This does not apply to personal injury. If a passenger soils or damages the vehicle or its equipment, the passenger shall be liable for the cleaning or repair costs, as well as any loss of earnings due to standing times.
8. The following are excluded from transport
 - Persons suffering from a notifiable illness or who, for reasons such as drunkenness, inappropriate behaviour or the like, would foreseeably be a nuisance to other passengers,

- as well as persons who could annoy other passengers or contaminate the vehicle due to their external condition,
 - Children under six years of age without an accompanying person. The driver is not burdened with the duties of the person under custody, unless expressly agreed otherwise in writing.
 - Persons carrying loaded firearms, with the exception of authorised public security bodies,
 - any person who fails to comply with the prescribed regulations or fails to obey orders issued by the staff of the carrier to maintain them.
9. It is forbidden to bring animals of any kind. The driver is responsible for a possible exception, as long as a danger or annoyance can be excluded by taking the animal along.
 10. Postbus Shuttle may exceed the agreed return time if this is required by labour law.
 11. The driver must be granted the legally prescribed breaks from driving to comply with the maximum driving time.
 12. The driver is entitled to deviate from the planned route if safety requires it.
 13. The handlebars alone decide on the opening and closing of the windows, the operation of the heating and ventilation systems.
 14. Cancellations can only be notified via the booking app ("Postbus Shuttle") or by telephone call via the call centre where the telephone booking has already been made, up to the point in time before departure that you were informed of when you booked in the app or made the telephone booking.
 15. **Right of withdrawal:** We would like to point out that the legal regulations on the right of withdrawal do not apply to distance contracts for passenger transport services (e.g. via the Internet) where the entrepreneur undertakes to provide the service at a certain time or within a precisely specified period of time upon conclusion of the contract. However, our conditions regarding rebooking and cancellation remain unaffected by this.
 16. The fare can be paid in cash at the handlebars at the end of the ride or by credit card via the Postbus Shuttle App. The payment method can be selected when booking via the App. When booking by telephone, only cash payment in the vehicle is possible.
 17. Any complaints regarding deficiencies in the execution of the travel order must be recorded in writing without delay, otherwise any claim for reduction or compensation will be lost.
 18. Austrian law applies. Austrian domestic jurisdiction is agreed. If it is not a consumer transaction, the exclusive place of jurisdiction for all legal disputes arising from and in connection with the concluded contract shall be the competent court in Vienna.
 19. Data protection: You can view our privacy policy at <https://www.postbus.at/de/rechtliches>

