

***GENERAL TERMS & CONDITIONS OF
TRANSPORTATION***

for tram, trolley-bus and bus routes and for the Pöstlingberg railway
operated by
LINZ LINIEN GmbH for the purposes of local public transportation

A Linz AG company

Valid from 1 January 2009

A. VALIDITY

1. These terms & conditions of transportation apply for tram, trolley-bus and bus routes as well for the Pöstlingberg railway operated by LINZ LINIEN GmbH for the purposes of local public transportation. LINIEN GmbH is a LINZ AG company, and is hereinafter referred to in the following as LINZ LINIEN.
2. Persons utilising the vehicles and facilities of LINZ LINIEN hereby declare their readiness to close a transportation agreement with LINZ LINIEN and recognise these terms & conditions of transportation along with the fare terms as a component of this agreement.
3. The transportation agreement arises between LINZ LINIEN and the passenger at all times, even if transportation is performed by a third party on assignment from LINZ LINIEN.

B. VEHICLES

Transportation is performed by the LINZ LINIEN in vehicles operating in accordance with the published timetable or, respectively, by third-party vehicles carrying out the transportation on assignment from LINZ LINIEN.

C. ENTITLEMENT TO TRANSPORTATION – DUTY TO PROVIDE TRANSPORTATION

1. Passengers shall be entitled to transportation for as long as a duty to provide transportation exists according to the stipulations of the legal regulations applying for the respective means of transportation.
2. LINZ LINIEN has a duty to provide transportation when
 - a. passenger transportation is in line with the applicable legal stipulations and with other terms that are authoritative for transportation, especially the terms & conditions of transportation,
 - b. this is possible in accordance with the published timetable and there are sufficient means of transportation for regular operation,
 - c. transportation is not hindered by circumstances which the transportation company is unable to deflect and which it is unable to remedy.

D. BARRING FROM UTILISATION OF FACILITIES OR VEHICLES

Persons may be barred from utilising the facilities and means of transportation if

1. They fail to comply with the prescribed regulations or pay no heed to the instructions given by operating staff in the interests of upholding these regulations. Operating staff in the sense of the terms & conditions of transportation are all persons assigned by the company in order to fulfil its tasks.
2. They annoy fellow passengers or disrupt operation as a result of their behaviour.
3. They have an external appearance, or are carrying objects or animals, to justify fears that they will cause damage to LINZ LINIEN or to others, will annoy passengers, will soil or damage vehicles or constitute a risk for safe and proper operation or for passengers. These persons shall be barred from transportation and utilisation of the facilities.
Barred in particular are persons
 - a. Who are under the influence of alcoholic drinks or other intoxicating products,
 - b. With notifiable infectious diseases,
 - c. Who are carrying weapons, especially when these weapons fall under weapons law; except when they are entitled to carry the weapon,
 - d. Who appear likely to become violent or who exercise violence,
 - e. Who are soiled to an excessive degree.
4. Children of non-school age under 6 years can be barred from transportation if they are not supervised and accompanied by appropriate accompanying persons throughout the journey.
5. The operating staff has authority to decide over the barring of persons.
6. Barring from travel or utilisation of the facilities or, respectively, the turning out of a person from the vehicle or from the operating facility shall provide no grounds for damage compensation claims. The fare already paid will not be reimbursed in the event of barring.

Fellow passengers are not legally entitled to have LINZ LINIEN exercise its right to bar persons who can be barred from utilising the facilities and the transportation (see also E.). No other claims against LINZ LINIEN can be based on this right.

E. PASSENGER BEHAVIOUR

1. When utilising the operating facilities and vehicles, passengers must behave as required in the interests of safe and proper operation, their own safety and consideration for other persons. Passengers must pay heed to the instructions of operating staff.

2. Passengers are prohibited in particular
 - a. From talking with the driver of the vehicle during the journey,
 - b. From opening the doors at their own initiative,
 - c. From throwing objects out of the vehicles or having objects protrude from the vehicles,
 - d. From entering a vehicle designated as being out of service,
 - e. From impeding the usability of operating facilities, aisles and entrance and exit doors by placing obstructive objects in the way,
 - f. From smoking in the vehicles, in the vicinity of LINZ LINIEN bus/tram stops and in the vicinity of underground platforms,
 - g. From making noise, playing musical instruments and operating any form of sound-reproducing devices in the facilities and vehicles,
 - h. From entering vehicles or operating facilities which have not been cleared for utilisation,
 - i. From opening or activating operating facilities not intended for passenger use or, respectively, from misusing operating facilities installed for the purposes of safety,
 - j. From placing their feet on seats, kneeling or standing on the seats,
 - k. From offering goods or services or taking collections on the vehicles and in the operating facilities without the consent of the transportation company,
 - l. From begging in the vehicles and facilities,
 - m. From consuming meals and drinks in the vehicles when this could lead to soiling of the vehicles and facilities or annoy fellow passengers.

3. Passengers may only enter and leave the vehicles at the stopping points; exceptions require the consent of the operating staff. Passengers must enter and exit swiftly and move into the back of the carriage. Exiting passengers have priority over those entering. Every passenger is under obligation to hold on tight in the vehicle at all times.

4. If, despite warning, a passenger offends against paragraphs 1 to 3, he or she may be barred from transportation; prior warning is not required in serious cases.

5. Generated cleaning costs – at the minimum, however, the cleaning fees set down in the fare terms – will be billed in the event of soiling of vehicles or operating facilities; further claims remain unaffected.
6. Passengers may only activate emergency brakes or emergency call facilities in the event of a risk to their safety, the safety of other persons or the safety of the vehicle. The transportation company shall be entitled to request ID from passengers who activate the emergency brakes or emergency call facilities in breach of these conditions or who cause the activation of these facilities as a result of their behaviour, and to collect the flat fee set down in the fare terms via the operating staff. Payment does not constitute release from the obligation to reimburse damage in excess of this fee.

F. PROVISION OF ID

If any passenger shows behaviour in a facility or in a vehicle that is likely to entail the payment of damage compensation or, respectively, of a fee set down in the fare terms, the passenger shall be obligated to show ID upon request so that his or her identity can be established. If the passenger refuses to co-operate in the establishment of his or her identity or, respectively, if he or she has no ID on his or her person, the intervening operating staff shall be entitled to call on the co-operation of the police in collecting the passenger's name and address and to prevent the passenger from leaving until the police arrives.

G. ALLOCATION OF VEHICLES AND PLACES

1. The driving staff can refer passengers to defined vehicles if this becomes necessary on operative grounds or for the fulfilment of transportation obligations.
2. The operating staff is entitled to allocate places to passengers; there is no entitlement to a seat. Seats must be given up upon instruction by the operating staff, especially for disabled persons, elderly or frail persons with limited mobility, mothers-to-be and for passengers with small children.

H. FARES

The passenger is obligated to pay the transportation fee set down in the fares sheet prior to commencement of the journey. If he or she is not already in possession of a valid ticket, prior to commencement of the journey the passenger must either obtain a ticket at the ticket machine, void a pre-paid ticket, apply for a mobile phone ticket or acquire a ticket in the online shop.

If the fare is paid at a ticket machine, it should be noted that change cannot be given at certain, accordingly labelled machine types in the event over-payment.

I. TICKETS, FEES FOR TRANSPORTATION

1. The appropriate fee for transportation set down in the fares sheet must be paid for transportation.
2. With the exception of urban routes, ticket machines for passenger self-services are situated along all routes of LINZ LINIEN GmbH.
 - a. Single tickets can be obtained or pre-paid tickets voided at the ticket machines. Passengers must make sure that the ticket is voided prior to commencement of the journey.
 - b. OÖVV tickets are also available at machines with a ten-key pad.
 - c. Weekly and monthly are available in addition from machines with a touch screen.
3. The operating staff is under no obligation to provide small change. With the exception of urban routes, tickets cannot be purchased and pre-paid tickets cannot be voided in the vehicles.
4. Ticket machines in the vicinity can also be used if a particular ticket machine is out of order. If, a result of ticket machine malfunction, it is not possible or not reasonable for the passenger to obtain or, respectively, to void a ticket, the passenger must tell the driver that he or she is therefore not yet in possession of a valid ticket immediately after entering the vehicle. In this event the acquisition of a ticket or, respectively, the voiding of a pre-paid ticket must be performed at the next stopping point.
5. The passenger must retain the ticket until the journey is completed and show it and hand it over to the operating staff for examination. The journey is deemed completed once the

passenger has arrived at his or her destination and the vehicle has left the vicinity of the stopping point. There is no entitlement to reimbursement in the event of ticket loss or theft.

6. Passengers must not write on, print on or otherwise modify the tickets; the exceptions are the numbers which the passenger himself or herself must enter as proof of entitlement to a reduced fare or, respectively, proof of authorisation in the case of non-transferable pre-paid monthly tickets. Numbers must be entered in indelible ink in order to be valid.

J. INVALID TICKETS AND ID

1. Tickets or ID that are used against the stipulations of the fare and transportation terms shall be invalid and may be confiscated; this applies in particular for tickets which
 - a. Are not completed according to regulations,
 - b. Which are used without the appropriate validation stamp,
 - c. Are torn, cut or otherwise badly damaged, badly soiled or made illegible, meaning that they are no longer able to be examined,
 - d. Are modified by the passenger himself or herself or have been acquired or produced illegally,
 - e. Are used by non-authorized persons,
 - f. Are used for non-permitted journeys,
 - g. Are no longer valid due to expiry or for other reasons (e.g. after a fare change),
 - h. Are used without the required photograph.
2. Any fare paid for the invalid ticket will not be reimbursed and it will not be possible to offset this against the increased fare to be paid in accordance with item K.
3. Tickets which provide entitlement to transportation only in conjunction with proof of entitlement to transportation are only valid when the proof of entitlement is shown, otherwise the tickets can be confiscated.

K. EXAMINATION OF TICKETS AND ID

1. Passengers are obligated to hand over their tickets – in conjunction with proof of entitlement, where necessary – even in electronic form (mobile phone ticket), to employees of the transportation company or of its assignee for examination on request. If passengers make use of the entitlement to bring an accompanying person, these persons must be pointed out at the time of ticket inspection.

2. Passengers who commence the journey without a valid ticket or have commenced the journey without valid proof of entitlement must – regardless of any criminal prosecution – pay the additional fee for transportation (increased fare) set down in the fare terms in addition to the fare to be paid for the journey. This is the case in particular if a passenger
 - a. Is not in possession of a valid ticket,
 - b. Is in possession of a valid ticket, but is unable to show it upon inspection,
 - c. Has not invalidated a pre-paid ticket prior commencement of the journey,
 - d. Has not entered the associated ID number on a personalised ticket,
 - e. Uses the ticket once it has expired,
 - f. Fails to show or hand over the ticket for examination upon request.
3. If the passenger refuses to pay the corresponding fare or additional transportation fee immediately, the operating staff shall be entitled to request ID from him or her in order to establish his or her identity and to bar him or her from further travel.
4. If, as a result of a lack of ID, establishment of identity is not possible, the police shall be informed. The passenger may be detained until the police arrives.

L. FARE REIMBURSEMENT

Reimbursement for tickets which are unused or only used partially will take place in accordance with the fare terms.

M. INTERRUPTED JOURNEY

No interrupted journeys are permitted with tickets for short or long distances. Changing to another route does not count as an interrupted journey. If a walk is necessary in order to reach a changing point, this does not count as an interrupted journey.

N. TAKING OBJECTS, WHEELCHAIRS, PUSHCHAIRS and BICYCLES ON BOARD

1. There is an entitlement to take objects on board in the case of hand luggage and in accordance with the following regulations.

Objects will only be transported when the passenger is travelling at the same time and will only be transported when, as a result, safe and proper operation is not put at risk and fellow passengers are not annoyed and put at risk. It will not be possible to take objects on board if, as a result of loading, departure is delayed or there is the risk that fellow

passengers will not find room in the vehicle as a result of the objects being taken on board. Passengers must pay heed to the instructions of the operating staff when accommodating objects on board.

2. Hazardous substances or, respectively, substances and objects which could harm other persons are barred from being taken on board, in particular
 - a. Explosive, easily inflammable, radioactive, malodorous or corrosive substances,
 - b. Unwrapped or unprotected objects, as a result of which passengers may be injured or soiled,
 - c. Objects which protrude beyond the vehicle limits.
3. The taking on board of non-folded bicycles is prohibited.
4. Facilities and vehicles may be used with non-folded pushchairs and wheelchairs as technical conditions permit and in accordance with the available space.
5. The ramps specifically designated for this purpose must be used without exception.
6. In the case of high-floor vehicles, every wheelchair must be accompanied by at least one adult. This accompanying person must provide help the disabled person to enter and exit and provide assistance in loading and offloading the wheelchair. No accompanying person is required in the case of low-floor vehicles.
7. It is the responsibility of passengers with small children and pushchairs to ensure that fellow passengers provide assistance in entering and exiting. The driver is under no obligation to provide assistance.
8. Passengers must accommodate and watch over objects taken on board in such manner that the safe and proper operation is not put at risk and fellow passengers are not annoyed or encumbered. The passenger himself or herself, or the accompanying person, is responsible for securing pushchairs and wheelchairs taken on board by means of the existing securing equipment inside the carriage. LINZ LINIEN shall not be held liable for damage which may be caused to fellow passengers as a result of objects taken on board.
9. In the event of doubt the operating staff shall have authority to decide over the permissibility of the taking on board of objects with the regulations of points 1. and 3. in mind.

10. The operating staff is entitled to examine the composition of the items of luggage if there is cause to assume that there are grounds for not permitting these objects to be taken on board.
11. Passengers are urged to watch over all objects that they bring on board or carry on their person themselves. LINZ LINIEN shall not be held liable for stolen or lost objects.

O. TAKING ANIMALS ON BOARD

1. The operating staff may refuse the taking on board of living animals which, in themselves or for want of suitable custodianship or a suitable animal handler, may constitute a risk for safe and orderly operation or for passengers.
Animals must not be accommodated on seats. The fee for cleaning or, respectively, the fee for misuse of facilities, must be paid in the event of violation of this regulation, and for other causes of soiling and damage as a result of the animal's being taken on board.
2. Dogs will be conveyed only under the supervision of an appropriate dog-handler. Unless taken on board in specifically designed carriers, dogs must be kept on a short leash and must wear a muzzle or an appropriate guard against biting. The fare set down in the fares sheet must be paid for transportation of a dog without a carrier. Guide dogs and helping dogs will be conveyed free of charge and without a muzzle.
The dog-owner is responsible for properly accommodating and securing the dog inside the vehicle; LINZ LINIEN shall not be held liable for damage caused to a fellow passenger by a dog.
3. Other small animals, unless they are dangerous, can be taken on board at no separate charge in specifically designed carriers that are placed on the floor.

P. LOST PROPERTY

1. Lost property must be handed in to the operating staff without delay. If the owner of the lost property can be identified by the operating staff with no considerable effort, the lost property will be handed over to the owner immediately against written confirmation of acceptance.

2. Lost property handed in to the operating staff which cannot be handed over to the owner immediately will be submitted to the lost property office of the City of Linz within 24 hours (except Saturdays, Sundays and public holidays). New City Hall, tel.: 0732/7070-2585.
3. LINZ LINIEN assumes no liability for objects left behind, forgotten or lost in vehicles and facilities.

Q. EXCLUSION OF CLAIMS TO REIMBURSEMENT

Deviations from timetables caused by traffic hold-ups, operative malfunctions or disruptions, as well as lack of space, shall not justify any claims to reimbursement. No guarantee is assumed that connections will be made on time. The entitlement to transportation shall be held to have been fulfilled even in the event that, for operative reasons, LINZ LINIEN provides other vehicles than those indicated in the timetable or that alternative routes are driven.

R. CUSTOMER CENTRE, COMPLAINTS

Complaints should be addressed – indicating the route, direction of travel, time, carriage number and date – to:

LINZ AG Customer Centre, Landstraße 85, 4020 Linz

Monday to Thursday: 8 a.m. to 5 p.m., Friday: 8 a.m. to 1 p.m.

Telephone 0732/3400-7000, Fax 0732/3400-7009

Internet: www.linzag.at, e-mail: linien@linzag.at