

General Terms and Conditions Öztaler Verkehrsgesellschaft mbH (GTC)

1. Travel contract

1.1. The General Terms and Conditions regulate the conveyances by Öztaler Verkehrsgesellschaft mbH, Ötztal Straße 2, 6450 Sölden (hotline: 0043/676/88355210) from the Airport to Ötztal (Haiming, Sautens, Ötz, Umhausen, Längenfeld, Sölden, Obergurgl).

1.2. The transfer application is binding once it has been ordered and paid for by credit card. Side agreements which do not conform to the content of the transfer order shall require the express consent of Öztaler Verkehrsgesellschaft mbH.

1.3. Öztaler Verkehrsgesellschaft mbH is a traditional bus and hire-car enterprise which has been working for our guests in Ötztal for decades.

1.4. The conditions of the travel-agency industry also apply.

2. Payment

2.1. Payments shall be effected exclusively via the Internet and by credit card (MasterCard, Visa) on the Öztaler Verkehrsgesellschaft mbH website and shall be binding. The payment confirmation and booking number constitute the ticket for the shuttle from Airport to the stated stopping point in Ötztal or vice versa.

2.2. Accepting the GTC realises a legally binding contract.

2.3. The current prices of the transfers listed are posted on the www.oetztaler.at website and are per person unless stated otherwise.

The children's transfer rate is only valid for children up to and including the age of 14 years at time of travel.

2.4 Should the age of the child have been falsely specified at time of booking, then a surcharge will be collected directly from the Öztaler Verkehrsgesellschaft mbH on the transfer.

In denying payment of the surcharge reserves the right to exclude the transport company before the passengers from the ride

3. Transfers

3.1 A copy of the booking confirmation with the booking number is a prerequisite for the the transfer. The transfer may be denied if this confirmation is not available. The customer is responsible for carrying this required travel/booking document.

3.2. The transfer begins from the appointed pick up point. This must be exactly described when booking the transfer. The customer must wait at the appointed spot at the appointed time. The transfer will depart if the customer is not present and no refund will be given.

3.3. The customer must book the departure so that the transfer can arrive at Innsbruck Airport in due time under normal conditions. About three hours prior to flight departure must be reckoned with; longer transfer time must be anticipated especially on Saturdays and holidays

due to traffic jams and other hindrances. The customer must take this into account when booking a transfer. See also Item 4.

3.4 Guests must be booked the departure so that the customer arrives under normal conditions including baggage (takes about 30 minutes) at the meeting place on time.

4. Changes, rebooking, cancellations

4.1. GREEN LINE PACKAGE-bookings should be made 48 hours in advance .

GREEN LINE FLEX-bookings should be made 48 hours in advance but should a transfer request coincide with a transfer already ordered by other guests then there is a possibility to book onto this transfer only an hour in advance of coach departure. (We are unable to provide child safety seats unless we have 24 hours notice)

PRIVATE AND LIMOUSINE SERVICE – bookings 24 hours in advance of transfer.

Changing/rebooking of a transfer is only possible with the Green Line Flex Package (just for times/date and just for on already booked travel) and should be made online

should be made 1 hour in advance – details of booking number can be found on booking confirmation (please see Ötztal shuttle website and click onto “my booking”) This is a free service for any change of booking within the frame (time and date). Note: Transfers for trips where children are traveling with for reasons of safety (seat) only 24 hours before the start of the journey possible. The “new” booking is only valid for the transfer/number of people named in the original booking.

4.2. Transfers not taken shall be dropped without repayment of the transfer price. There are no further claims.

4.3. Should a transfer be made substantially more difficult, jeopardised or impossible for reasons over which Ötztaler Verkehrsgesellschaft mbH has no control (avalanche, mudslide, etc.), Ötztaler Verkehrsgesellschaft mbH may cancel the transfer; the transfer costs will be refunded to the passenger. There are no further claims.

4.4. Ötztaler Verkehrsgesellschaft mbH shall be entitled to cancel the transfer if a passenger jeopardises the transfer or other passengers in the transfer by undue acts or omissions. In such a case, Ötztaler Verkehrsgesellschaft mbH shall refund the transfer costs to that passenger. There are no other claims.

4.5. Ötztaler Verkehrsgesellschaft mbH reserves the right to make slight changes to the transfer if and as necessary as long as they do not entail significant changes to the transfer times.

4.6. Cancellation of the transfer up to 2 working-days before travel start the cancellation fee amounts to 20%. There are no further claims.

Cancellation within 2 working-days before travel start cancellation fees of 100% develop. There are no further claims.

4.7. In the event that a flight is late, the customer must promptly inform Ötztaler Verkehrsgesellschaft mbH’s hotline without delay so that the latter can organise a rebooking to the next possible transfer. Should notification not be effected in due time, there shall be no further entitlement to a transfer. There shall be no refunds.

4.8. If due to traffic jams, accidents, congestion of roads and airport, diversions, etc., particularly delays occur on Saturdays, so the Ötztal Verkehrsgesellschaft mbH is not liable for the achievement of the flight. Corresponding delays, especially on Saturdays are to be considered when booking.

4.9. Ötztaler Verkehrsgesellschaft mbH shall endeavour to take the customer to the booked stop on a direct route without detours to other destinations. Should it be impossible to approach the stop directly for reasons of organisation or the weather, Ötztaler Verkehrsgesellschaft mbH shall provide a direct transfer to the stop. It may be necessary to change vehicles for that reason. Changing vehicles shall entail no additional cost. There is no entitlement to a refund.

5. Insurance

5.1. Trip cancellation insurance (which Ötztaler Verkehrsgesellschaft mbH recommends) is not included in the transfer price.

6. Luggage

6.1. The driver shall take all security precautions for a safe journey, in particular in terms of how and in what manner the journey will be conducted and especially loading and unloading the luggage to be conveyed.

6.2. It shall be the customer's responsibility to check that his pieces of luggage are loaded into the automobile and unloaded correspondingly. As a rule, luggage shall be conveyed in the same automobile. If it is not possible to convey the luggage in the same vehicle for various reasons, the luggage shall be conveyed in one of the subsequent transfers to the passenger's hotel. The luggage shall be delivered within six hours. No outlays shall be refunded in such a case.

6.3. The driver may refuse to convey luggage which is not packed suitably for travel.

6.4. Ötztaler Verkehrsgesellschaft mbH assumes no liability for damage to luggage caused by other pieces of luggage.

7. Conveying children and infirm persons

7.1. According to the Personal Conveyance Act [*Personenbeförderungsgesetz*], all persons (0 to 99 years of age) must be transported on their own seats. These seats are invoiced normally. Children's safety seats must be announced when booking if they are required.

7.2. No liability is assumed for any personal injury (up to and including death) if the transfer entails the hazard that a passenger is at risk to himself due to his physical or mental condition.

8. Refusal of conveyance

8.1. Ötztaler Verkehrsgesellschaft mbH may refuse conveyance in a case of one or more of the following:

- conveyance would jeopardise the safety or the health of other passengers or the driver or would constitute unacceptable stress;
- the passenger's mental or physical condition, especially if impaired by alcohol or drugs, constitutes hazard and risk for the passenger himself and for the other passengers or the driver;
- the passenger is unable to show a booking confirmation or a booking number.

9. Duty to cooperate

9.1. The customer shall undertake to report any and all complaints without delay to the local driver. The latter is instructed to take remedial action to the extent possible. There shall be no entitlement to a reduction if the customer fails to report a deficiency.

10. Handling complaints, claim deadlines, statutory limitation

10.1. A record is to be drawn up with the driver if a deficiency is not remedied in whole or in part. The customer must assert claims to Ötztaler Verkehrsgesellschaft mbH on grounds of provision of transfer in breach of contract. This should be done in writing in every instance.

10.2. Claims on grounds of provision of transfer in breach of contract shall lapse six months after the contractually negotiated transfer.

11. Data protection and data security

11.1. Personal data such as name, address and credit card information are indispensable for booking. The data provided will be processed, stored and passed on electronically according to the contractual intent. Personal data shall be protected pursuant to the Austrian Federal Data Protection Act [*Bundesdatenschutzgesetz*].

12. Liability

12.1. Ötztaler Verkehrsgesellschaft mbH assumes no liability for indirect damage or subsequent damage unless demonstrably caused by Ötztaler Verkehrsgesellschaft mbH due to gross negligence or intent. In no case shall the amount of the evidenced damage be exceeded.

12.2. Should international treaties or regulations based thereon contain liability restrictions for service providers of Ötztaler Verkehrsgesellschaft mbH, the latter may call upon them in corresponding damage events.

13. Jurisdiction

13.1. Silz shall be the venue of jurisdiction for actions against Ötztaler Verkehrsgesellschaft mbH.

14. Other provisions and agreements

14.1. These conditions shall apply unless other individual agreements have been made.

14.2. The foregoing provisions shall only be valid to the extent that and as long as statutory regulations entering into force after printing do not stipulate other arrangements.

14.3. Ineffectiveness of individual provisions shall not invalidate the effectiveness of the entire contract.

Imprint:

Ötztaler Verkehrsgesellschaft mbH
Ötztaler Straße 2, 6450 Sölden, Austria
Hotline: 0043 (0) 676 / 88355210
VAT ID no.: ATU32843901