

General Terms and Conditions for rides with the RUFbus Semmering-Rax



The German language General Terms and Conditions shall exclusively apply. This English translation is for your convenience only.

Scope: The following General Terms and Conditions shall apply in connection with rides with the RUFbus Semmering-Rax for passenger transport (cf. also § 3 Abs 3 Z 4 KSchG, § 5a Abs 2 Z 2 KSchG, § 1 Abs 3 FAGG). The rides get carried out by RUFbus Mobilitäts GmbH, Hauptstraße 115, 2651 Reichenau an der Rax, Telefon +43 660 900 88 22, or a third party, i.e. a transport company. [The contract of carriage is between RUFbus Mobilitäts GmbH and the carried customer.] The fare will be announced - before booking - via the app or by telephone. When placing the order, the customer must expressly confirm that the order is associated with a payment obligation, otherwise the booking cannot be accepted. If the ordering process requires the activation of a button or the activation of a similar function, this button or function is clearly legible and exclusively marked with the words “order with obligation to pay” or a similar, clear formulation that informs the customer that the order is associated with a payment obligation to RUFbus Mobility GmbH.

1. It is possible to book rides with vehicles for passenger transport, including a selected driver. It is not allowed to drive the vehicle by an unauthorized person or yourself. The customer agrees that rides may be shared rides.
2. The number of passengers cannot be higher than is legal for the vehicle.
3. Excluded from transportation:
 - Passengers who suffer a reportable or infectious disease, are drunk or show inappropriate behaviour or behaviour that would make the passenger foreseeably a burden for other passengers
 - Passengers who could by their exterior (e.g. mud on clothing) disturb other passengers or soil the vehicle
 - Children under the age of 6 without an accompanying supervision
 - Passengers who carry a weapon or otherwise dangerous goods or material
 - Passengers who disobey the rules or instructions by the carrier's staff for upholding the rules
4. It is allowed to bring animals, as long as the transport is species-appropriate. There has to be a leash and a muzzle for dogs. Cats can be transported in an appropriate box. The transport of animals is only possible if there is a person with them.
5. If the passenger soils or damages the vehicle, the passenger has to pay for any costs for cleaning or to fix the damage and also for the loss of earnings during the time the vehicle could not be used.
6. If necessary e.g. for reasons of safety or traffic, the driver is allowed to deviate from the planned route.

7. Only the driver makes decisions about the opening/closing of windows, as well as doors, managing the heating and AC. Requests regarding those concerns can be communicated to the driver.
8. The fare has to be paid before the ride. The driver will collect the money. Receipts will be transmitted per e-mail on request.
9. If the ride is booked via app, you can cancel it in the app. If the ride is booked via phone hotline, you have to call the customer service to cancel.
10. RUFbus Mobilitäts GmbH is not liable for claims of passengers who could not be transported because they were not carrying the necessary documents (e.g. ticket, order confirmation, QR-code, wallet) with them. Furthermore, there is no liability for availability or not being on time for departure or arrival (§ 46 Kfl-Bef Bed).
11. In the event of personal injury to passengers, the company is liable in accordance with the liability regulations for motor vehicle traffic or in accordance with the provisions of the Railway and Motor Vehicle Liability Act, Federal Law Gazette No. 48/1959, in the current version (§ 44 Kfl-Bef Bed). For property damage, including damage to hand luggage and properly checked luggage, the company is liable to the passenger in accordance with the same regulations, and in the event of loss or damage to hand luggage or luggage caused by an accident, provided that the entrepreneur only has strict liability or liability for minor negligence, up to a maximum of € 200 per piece of luggage (wheelchairs and other mobility aids are excluded from this; these will always be replaced at replacement value regardless of the cause of the damage, destruction or loss or the actual repair costs incurred will be covered). (§ 45 Kfl-Bef Bed) Luggage has to be packed in a way that prevents the contents of loss, depreciation and damage. It is not allowed to carry more luggage than usually accepted. The customer is obligated to check, if the luggage is loaded in and unloaded from the vehicle. The carrier may exclude dangerous, bulky or unusual luggage. RUFbus Mobilitäts GmbH is not liable for loss or damage because of the nature of the luggage and for inadequately packaged, damaged or open luggage, to the extent there is no gross negligence or intent.
12. RUFbus Mobilitäts GmbH is not liable for luggage that gets missing after unloading from the vehicle. RUFbus Mobilitäts GmbH is also not liable, when luggage gets left in the vehicle.
13. The transport company assumes no liability for losses of hand luggage, unless the damage was caused intentionally or through gross negligence by the entrepreneur or a person for whom he is responsible or in the event of an accident (§ 33 Kfl-Bef Bed).
14. The previous provisions notwithstanding, liability of RUFbus Mobilitäts GmbH for any damages including indirect damages and liability of personnel and management of RUFbus Mobilitäts GmbH shall be excluded to the extent allowed by mandatory law and to the extent there is no gross negligence or intent.
15. Right of withdrawal: We notify you, that the regulations regarding the withdrawal for distance selling contracts do not apply to distance selling of passenger transport contracts, in which at the time of the conclusion of the contract the company obligated

to provide the service at a distinct time or within a specific timeframe. Our terms and conditions for rebooking and cancellations shall not be affected thereby.

16. Complaints regarding defects of the execution of the contract have to be filed in writing without delay. Warranty shall be granted as provided by mandatory law and not beyond.
17. Should any provision of the contract be or become invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity and enforceability of the other provisions hereof. The invalid or unenforceable provision shall be deemed replaced by such valid and enforceable provision which comes as close as possible to the economic purpose of the invalid or unenforceable provision. Mandatory provisions of law shall remain unchanged.
18. Austrian substantive law has to be applied. The exclusive jurisdiction for all litigations regarding the contract shall be the court competent for Reichenau an der Rax. Competence of courts for consumers shall not be affected.