



Vienna Business Limousines

General terms and conditions

1. Scope, conclusion of contract and implementation of transport/services

We provide transport services under the name "Vienna Business Limousines (VBL)" or also referred to as "contractors".

All our services are provided on the basis of our General Terms and Conditions (short "GTC") in the currently valid version.

By placing an order, the client confirms that he is aware of these GTC and expressly recognizes them and accepts them in full as content of the contract. In any case, silence of the client is considered consent.

Deviating agreements or ancillary agreements require our written confirmation to be valid and only apply to the respective individual business case or (special) contracts.

The GTC apply to national and international passenger transport, courier journeys and other transport services with motor vehicles that are carried out for companies or non-entrepreneurs (consumers). The GTC take precedence over all commercial customs. Legal provisions (see point 10) of a mandatory nature restrict the scope of the GTC *mutatis mutandis*. Consumers are those persons to whom the Consumer Protection Act applies in the event of placing an order.

In the event of the appearance of a third party (intermediary, hotel, apps) - indirect bookings:

The third party acts exclusively as an intermediary of transport services provided by us (hereinafter referred to as "transport service"). These transport services are provided by VBL as an independent company. The contract for the transport service does not come into effect with the intermediary, but directly between VBL and the passenger or the person who concludes the contract for a courier transport ("customer" or "Contract partner").

Direct booking options:

The booking of the transport service to be provided by VBL can be made by phone at +43699 19378166, by email to office@viennabusinesslimousines.com or via our website at www.viennabusinesslimousines.com.



A booking is only considered accepted, if VBL expressly confirms the booking to the intermediary or the customer by SMS or e-mail. We reserve the right to refuse to render transport services without giving reasons.

The transport service is provided in compliance with all the laws of the Republic of Austria (see list under point 10 of this GTC). These regulations regulate, among other things:

Obligations and rights of the carrier and the passenger

Minimum technical requirements for the motor vehicle

Training and qualification of drivers, business owners

Ban on smoking

Rejection of passengers (e.g. drunkenness or other drug influence)

Transport of animals

Business liability

The customer is obliged to inform the contractor exactly and completely about the content of the transport when placing the order. In particular, the contractor must be informed whether valuables or money and the like are to be transported (messenger trips). The contractor must be notified of the value in the case of value shipments or, in the case of cash shipments, the exact amount of the shipment to be transported. The contractor must also be informed, if dangerous or perishable goods are content/part of the shipment. The information about the transported goods must be given directly to the contractor and not to drivers, subcontractors or other drivers or accompanying personnel. If the client violates his obligation in this regard, he is liable to the contractor for all associated costs and damages. In any case, the contractor is entitled to the immediate unloading and storage of valuable and money shipments, dangerous or perishable goods about which he has not been informed, at the expense and risk of the client. Amended information about the consignment of goods entitles the contractor to immediately reject the (further) execution of the entire transport. If the transport is not carried out or no longer carried out, the freight claim of the contractor remains in any case in addition to any claims for damages. The customer is liable for all costs and damages incurred due to incorrect or incorrect description of the transported goods, even if he is not at fault, but this is within his sphere.



For waiting times, the following will be charged:

Mercedes S class €120 per hour

Mercedes E Class € 65 per hour

Mercedes V class € 90 per hour.

The first 10 minutes of waiting time are free of charge. All prices incl. VAT.

60 minutes waiting time from planned arrival (=last announced date or last known arrival time via airport app) for pick-ups at VIE airport are included. After that, waiting times will be charged according to the details (see above). We reserve the right to cancel in full for transfer pick-ups at your expense, if follow-up orders cannot be met in time.

The client is obliged to inform the contractor about the carriage of animals or additionally unspecified persons. If the client does not disclose this, the contractor, driver or subcontractor may refuse carriage and demand cancellation costs. In addition, the contractor is authorized to adjust the price on site to the new circumstances.

2. Remuneration and payment:

The transport fee is due for payment immediately after invoicing, plus any cash expenses, which must be disclosed to the customer in detail before the conclusion of the contract, unless otherwise agreed. 14 days are granted as a period of payment. In the event of late payment, the statutory default interest, but at least 4% p.a. will be charged. In addition, the customer is obliged to bear in full the accrued dunning fees and processing fees, as well as the costs associated with the collection of the outstanding claim.

The transport service is payable directly to VBL. According to the Vienna Works Regulations for Transport Services, the passenger has the right to receive a proper invoice from VBL, which must contain in particular the information on the route, the fare, the date, the taxi license plate as well as the stamp of the taxi operator and the signature of the taxi driver.

The amount for the transport service provided is due immediately after the service has been provided. In certain cases (reservation for groups), VBL may charge a deposit, which is due upon confirmed reservation and will be offset against the total amount after service has been performed.



3. Cashless payment

The transport services can also be paid cashless as follows:

Debit and credit cards (directly after driving in the motor vehicle)

PayPal (via homepage)

Advance payments/deposits for the transport of a larger number of people (via homepage)

An order is only considered accepted, if VBL has expressly confirmed it to the customer and, if necessary, a corresponding agreement has been signed with the customer. We reserve the right to reject an order without giving reasons.

4. Right of withdrawal of consumers when ordering:

If the customer is a consumer in accordance with § 1 Consumer Protection Act (KSchG), the following statutory right of withdrawal applies in the case of a contract concluded at a distance (i.e. by telephone or via our website):

The consumer can withdraw from a concluded contract within 14 days without giving any reason. The period for withdrawal begins on the day on which the customer has received the order confirmation from VBL.

In order to exercise the right of withdrawal, the consumer must inform VBL of the decision to withdraw from this contract by means of a clear declaration (e.g. a letter sent by post, e-mail). The consumer can use the attached model withdrawal form (withdrawal form). In order to comply with the withdrawal period, it is sufficient for the consumer to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

4.1 Exceptions to the right of withdrawal

A right of withdrawal under this point does not exist if the conditions of § 18 FAGG are met, in particular within the meaning of § 18 para. 1 no. 1 FAGG for services (such as transport services), if the carrier - on the basis of an express request of the consumers and a confirmation from the consumer's knowledge of the loss of the right of withdrawal upon complete fulfillment of the services. This particularly applies to the services that the contractor has already started, in order to meet the order of the consumer.



4.2 Consequences of withdrawal

In the event of withdrawal, the consumer must return the goods to VBL immediately, but at the latest within 14 days of submitting the declaration of withdrawal. The provision period is met, if the goods are sent within the period. The direct costs of returning the goods are to be borne by the consumer. The consumer must also pay VBL compensation for a reduction in the market value of the goods, if this loss in value is due to a handling that is not necessary in the nature, characteristics and functioning of the goods.

If the consumer withdraws from the contract, VBL must reimburse all payments received by VBL from the consumer immediately and at the latest within 14 days of receipt of the declaration of withdrawal, whereby - if necessary - § 16 FAGG shall apply accordingly. For this repayment, VBL will use the same means of payment, that the consumer used in the original transaction, unless expressly agreed otherwise with the consumer. However, VBL can refuse the refund to the consumers until it has either received the goods back from the consumer or the consumer has provided it with proof of the return of the goods.

4.3 Cancellation costs (also applies to deposits)

No cancellation costs at

- Cancellation up to 24 hours before the agreed date (or within the 14-day period for consumers according to KSchG under the restriction of point 4.1)
- Cancellation due to last-minute flight rebookings, flight delays, flight cancellations (which are not the responsibility of the hotel guest or the intermediary)

100% cancellation costs at

- Withdrawal from the order less than 24 hours before the agreed date or
- If the passenger or the intermediary does not allow the fulfillment of the order in his own area of responsibility: e.g. the client gets into another taxi, travels by public transport or the like.

5. Offsetting ban:

The customer can only offset against our claims against counterclaims established by the court or expressly recognized by us in writing in individual cases.

Consumers can also offset their counterclaims, if they are legally related to their liability to us and if we are insolvent.



6. Liability:

VBL is not liable for any delays that are not within our area of responsibility (traffic obstructions, bad weather, police operations, roadblocks, natural disasters etc.). Claims of the contractual partner for damages due to late collection of the contractual partner by VBL or late arrival at the destination due to events beyond our responsibility and sphere of influence are excluded from VBL.

In the event of the use of an intermediary agent: The customer will always clarify complaints or other disagreements arising from the legal relationship between her (the customer) and VBL directly with VBL. A liability of the intermediary in this context is only possible, if the cause of the delay/non-performance is due to grossly negligent behavior of the intermediary.

VBL is only liable for indirect damages, loss of profit, interest losses, omitted savings, consequential and financial losses, damages from claims of third parties as well as for the loss of data and programs or their restoration in the event of grossly negligent behavior.

The following applies to companies: In any case, VBL is only liable for grossly negligent behavior, whereby in this context the reversal of the burden of proof within the meaning of § 1298 (2) ABGB is waived. Claims for damages, in particular instead of asserted by warranty claims, become statute-barred within six months of knowledge of the damage and the injured party.

For consumers (according to KSchG), liability for slight negligence on the part of VBL is excluded, except for personal injury.

The safe transport of children and adolescents under the age of 18 is the responsibility of the legal guardian.

7. Exemption from the performance of contracts:

Force majeure and its consequences exempt VBL from the obligation to carry out transport services. The intermediary expressly agrees that force majeure and its consequences exempt VBL from the obligation to transport. Force majeure also expressly includes traffic jams and roadblocks and obstructions caused by emergency vehicles or ASFINAG (Federal Austrian Highway Authority), accidents, etc.

8. Data protection, consent to the processing and transmission of data

When accepting a booking of a transport service (both by telephone and via our website), personal data of the customer, such as title, first and last name (if necessary also company name), start and destination address, contact information (in particular telephone number)



as well as any special requests (e.g. station wagon, animal transport, etc.) will be collected and processed and transmitted either directly to VBL or via the intermediary to VBL. The customer (passenger) hereby expressly agrees.

When reserving transporting larger groups the associated deposit, personal data may also be collected and processed. These are title, first and last name (possibly also company name), (billing, delivery) address, contact information (telephone, e-mail address), banking/credit card details. By using our website, the customer agrees that we collect, use, process and store this data to process the order, bill and delivery as well as to simplify future orders. This consent can be revoked at any time (by e-mail to office@viennabusinesslimousines.com).

As part of our messaging service (SMS, WhatsApp), the telephone number sent is automatically recorded and processed when ordering via mobile phone. For orders via the Internet, the telephone number provided by the customer will be processed. The customer expressly agrees to this. This consent can be revoked at any time (by e-mail to office@viennabusinesslimousines.com).

9. Individual provisions become invalid:

If these GTC contains one (or more) gap(s) or one (or more) provision(s) is (are) or will (are) ineffective in whole or in part, the GTC will remain valid as well as the conclusion of the contract. Instead of the missing or ineffective provision(s), a (corresponding) provision(s) closest to the economic purpose of the missing or ineffective provision(s) should apply or be regulated by contracts.

10. Applicable law, place of performance and jurisdiction:

The validity of the law of the Republic of Austria is agreed. The application of the UN Convention on Contracts for the International Sale of Goods 1980 is excluded. The place of performance for delivery and payment is Vienna.

The competent court for "Wien Innere Stadt" (Vienna 1st district) is exclusively responsible for all disputes arising from the contractual relationship.

Legislation currently in force and applicable depending on the order:

Operating rules for non-line passenger transport (Ordinance of the Federal Minister of Public Economy and Transport, which makes commercial police regulations for the non-regular transport of persons with road traffic vehicles StF: BGBl. No. 951/1993)



Vienna State Works Regulations for the passenger transport industry with passenger cars - LBO (Ordinance of the Governor of Vienna, which enacts more detailed regulations on the practice of the passenger transport industry by car - taxi in Vienna StF: LGBl. No. 63/2020)

Professional Access Ordinance for International and Occasional Access - BZP-VO (Ordinance of the Federal Minister of Public Economy and Transport on access to the passenger transport industry operated by motor vehicles StF: BGBl. No. 889/1994)

Occasional Traffic Act 1996 - GelverkG (Federal Act on the Non-Regular Commercial Transport of Persons by Motor Vehicles StF: BGBl. No. 112/1996)

The final version can be seen here: <https://www.wko.at/branchen/transport-verkehr/befoerderungsgewerbe-personenkraftwagen/gewerberecht.html>

11. Contact (also for suggestions and complaints)

Our address is: see footnote

Appendix

(If you want to revoke a contract, please fill out this form and send it to VBL)



Sample letter (can also be sent informally via e-mail)

To
Vienna Business Limousines
Breitenfurterstraße 5/4 •1120 Vienna

Mail: office@viennabusinesslimousines.com

I/we (*) hereby revoke the contract/order concluded by me/us (*) for the provision of the following service (*)

.....
.....

Ordered on (*) / received on (*)

.....

Name of the consumer(s)

.....

Address of the consumer(s)

.....
.....

Signature of the consumer (s) (only if notified on paper)

.....

Date

.....

(*) Delete as appropriate.