

Conditions of Carriage for

regular line traffic on trams, trolley buses, buses and the
Pöstlingberg mountain railway operated by
LINZ LINIEN GmbH für öffentlichen Personennahverkehr, a
LINZ AG member company

Effective date: 1 January 2016

A. SCOPE

1. The present Conditions of Carriage apply to line traffic on the trams, trolley buses and buses as well as the Pöstlingberg mountain railway (*Pöstlingbergbahn*) operated by LINZ LINIEN GmbH für öffentlichen Personennahverkehr, a LINZ AG member company, hereinafter referred to as LINZ AG LINIEN.
2. By using the vehicles and facilities of LINZ AG LINIEN passengers enter into a contract of carriage with LINZ AG LINIEN and accept the present Conditions of Carriage as well as the Fare Regulations as part of this contract.
3. Such contract of carriage shall always engage LINZ AG LINIEN and the passenger, even if transport is carried out by a third party on behalf of LINZ AG LINIEN.

B. VEHICLES

Transport is carried out according to the schedule in effect by means of the vehicles of LINZ AG LINIEN or vehicles of a third party carrying out transport on behalf of LINZ AG LINIEN.

C. RIGHT TO BE CARRIED – OBLIGATION TO CARRY

1. Passengers are entitled to be carried if the relevant legal provisions in effect for the means of transport concerned contain an obligation to carry.
2. LINZ AG LINIEN has an obligation to carry
 - a. if carriage of the passenger conforms with the relevant legal provisions in place and other stipulations applicable to transport, specifically the present Conditions of Carriage;
 - b. if carriage is possible according to the schedule in effect and if the means of transport necessary for regular operation suffice;
 - c. if carriage is not inhibited by circumstances that are outside of the sphere of influence of the transport company.

D. EXCLUSION FROM USING FACILITIES OR VEHICLES

We reserve the right to exclude persons from carriage and from using our facilities

1. if they do not observe the regulations in place or the instructions issued by our staff to ensure their observance. In the present Conditions of Carriage, 'staff' shall mean any person mandated by the company to fulfil its tasks.
2. if their behaviour annoys other passengers or disturbs operation.
3. if we may reasonably believe from their appearance, accompanying animals or any objects they carry that they may cause damage to LINZ AG LINIEN or others, annoy other passengers, soil or damage vehicles or constitute a risk for the safe and secure operation or other passengers.

In particular, we may exclude persons

- a. that are under the influence of alcohol or other mind-altering substances;
- b. that suffer from a condition excluding them from carriage on the basis of federal law;
- c. that carry weapons, particularly if they are subject to the Austrian law on arms, unless they are authorised to carry the weapon;
- d. that show signs of a readiness to violent behaviour or actually behave violently;
- e. that are excessively dirty.

4. Children that are not yet in school and under 6 years old may be excluded from carriage if they are not supervised and accompanied by a suitable accompanying person.

5. Our staff is authorised to exclude persons from carriage at their own discretion.

6. An exclusion from carriage or the use of our facilities or an order to leave a vehicle or facility does not entitle the person concerned to any compensation. We will give no refund for the fare paid in case of an exclusion.

Other passengers have no legal title to claim that LINZ AG LINIEN use their right to exclude persons from carriage or the use of their facilities (see also paragraph E). There is no legal base for any other claims against LINZ AG in this context.

E. CONDUCT OF PASSENGERS

1. When using the facilities and vehicles passengers have to behave in a way that respects the safety and order of operation as well as their own safety and that of the other passengers. Instructions by our staff must be obeyed.

2. Particularly passengers must not

- a. talk to the driver while he/she is driving;
- b. open the doors without permission;
- c. throw any objects out of the vehicles or let them jut out of the vehicle;
- d. board a vehicle marked as occupied;
- e. hinder the usability of the facilities or obstruct passages, access areas or exits with bulky objects;
- f. smoke on board the vehicles, at the stops and stations of LINZ AG LINIEN and on the underground platforms;
- g. make noise or music or use any audio equipment in the facilities or on board the vehicles;
- h. access vehicles or facilities that are not open for public use;
- i. open or operate any equipment that is not intended for passenger use and abuse safety equipment;
- j. rest feet on the seats, kneel or stand on the seats;
- k. offer any goods or services or collect money on board the vehicles and on the facilities without prior consent of the transport company;
- l. beg on board the vehicles or on the facilities;
- m. eat and drink on board the vehicles if this could soil the vehicles and facilities or bother other passengers.

3. Passengers may only get on and off the vehicles at the stops. An exception requires prior agreement of the staff. Passengers shall get on and off swiftly and move on into the carriage. They are requested to let passengers get off before boarding the vehicle. All passengers must ensure that they hold on tight at all times aboard the vehicle.

4. If passengers remain in breach of paragraphs 1 to 3 even after relevant instructions, they may be excluded from transport. In severe cases, a prior reprimand may not be necessary for an exclusion to be effective.

5. If a vehicle or facility is soiled, we shall charge the cost of cleaning which is at least the amount set down in the Fare Regulations while any further claims remain unaffected.

6. Passengers may only use the emergency brake and the emergency call system in case of danger to their own safety or the safety of other persons or the vehicle. If passengers use the emergency brake or emergency call system in breach of these provisions or through their behaviour incite others to make use of said installations, the transport company has the right to request identification and charge the passengers the fixed charge set in the Fare Regulations. Such payment does not affect liability for any damage exceeding this amount.

F. IDENTIFICATION

If a passenger behaves in a way that may result in a liability for damages or in the payment of a fixed charge according to the Fare Regulations on a facility or aboard a vehicle, such passenger must produce an identity card upon request in order to allow identification. If the passenger refuses identification or does not carry an identity card, our staff shall be authorised to resort to assistance by the police to find out the name and address of the passenger and retain the passenger until the police arrive.

G. ASSIGNING OF VEHICLES AND SEATS

1. Our drivers may assign passengers to specific vehicles if this is necessary for operational reasons or in order to comply with our obligation to carry.

2. Our staff may assign seats to passengers, yet there is no entitlement to seats. Upon instructions by our staff, seats shall be given up to disabled persons, persons with reduced mobility, elderly or frail persons, pregnant women or passengers travelling with small children.

H. FARES

All passengers are obliged to pay the fare set in the Fare Regulations before starting their trip. Unless they already hold a valid ticket, they have to either buy a ticket at the ticket vending machine, validate a pre-purchased ticket or buy a ticket at the LINZ AG LINIEN Online-Shop (www.linzag.at/shop-linien) or via an accredited ticket app. Please note that some ticket vending machines expressly identified do not give change in case of overpayment.

I. TICKETS, FARES

1. Carriage is subject to the payment of the applicable fare set in the Fare Regulations.
2. There are ticket vending machines for passenger self-service along all the different lines of LINZ AG LINIEN except the city bus lines (*Stadtteillinien*).
 - a. At these ticket machines passengers can either buy single tickets or validate pre-purchased tickets. Passengers are obliged to verify validation before starting their journey.
 - b. Ticket machines with touch-screens also issue weekly tickets, monthly tickets, tickets for the Pöstlingbergbahn as well as tickets for the Upper Austrian Transport Association (*Oberösterreichischer Verkehrsverbund, OÖVV*).
3. Our staff are not obliged to give change. Tickets cannot be bought or validated on board except on city bus lines.
4. If a ticket vending machine is out of order, passengers can use any other ticket machine nearby. In case passengers cannot or cannot reasonably be expected to buy or validate a ticket due to a malfunctioning vending machine, they must inform the driver immediately upon boarding the vehicle that they do not yet have a valid ticket. In this case, they must buy or validate a ticket at the next stop.
5. Passengers must keep their ticket until the end of their journey and show and hand it over to our staff upon request. A journey is considered as concluded once a passenger has arrived at the destination stop and has left the vehicle and the stop. We do not give a refund in case of loss or theft of tickets.
6. Passengers must not write or print on tickets or alter them in any other way, with the exception of tickets requiring the entry of the number of the corresponding discount ID or authorisation by the ticket holder in case of non-transferable pre-purchased monthly tickets. Such entry must be made with permanent ink.

J. INVALID TICKETS AND PASSES

1. Tickets and passes that are used in breach of the Fare Regulations and the present Conditions of Carriage are invalid and may be withdrawn. This rule applies particularly to tickets that
 - a. have not been filled in according to the regulations;
 - b. are used without the corresponding token;
 - c. are torn, cut or considerably damaged in another way, very dirty or illegible so that they cannot be verified anymore;
 - d. have been altered illegally, wrongfully obtained or produced;
 - e. are used by unauthorised persons;
 - f. are used for other than the journeys they have been issued for;
 - g. have either expired or become invalid for other reasons (e.g. a fare change);
 - h. are used without the obligatory photo.
2. We shall give no refund for the amount paid for an invalid ticket and shall not accept a deduction of the amount paid for such ticket from the penalty payable according to section K below.
3. A ticket associated with a specific authorisation is valid only if the relevant authorisation is shown with the ticket. Otherwise it may be withdrawn.

K. VERIFICATION OF TICKETS AND PASSES

1. Passengers are obliged at any time if so requested to hand over their ticket, if applicable in combination with the relevant authorisation and also tickets in electronic format (accredited ticket app) to the staff of the transport company or its agents for verification. If passengers

make use of their extended transport entitlement, they have to identify the persons they are taking along as holders of the tickets if so requested in the course of a ticket verification.

2. Passengers encountered after starting their journey without a valid ticket or valid authorisation shall be liable to pay the penalty (*erhöhtes Fahrgeld*) set in the Fare Regulations in addition to the regular ticket price notwithstanding criminal prosecution.

Particularly, this is the case if passengers

- a. do not have a valid ticket;
- b. have a valid ticket but are unable to show it if so requested;
- c. have not validated a pre-purchased ticket before starting their journey;
- d. have not entered the number of the corresponding authorisation on a personal ticket;
- e. are using a ticket that has expired;
- f. do not show or hand over their ticket for verification upon request.

3. In case passengers refuse immediate payment of the ticket price or the additional penalty, our staff shall be authorised to request identification and to exclude them from transport.

4. In case passengers cannot be identified because of not carrying any ID, we shall call the police and may retain such passengers until their arrival.

L. REFUND OF TICKETS

Our refund policy for unused or partially used tickets is governed by the Fare Regulations.

M. INTERRUPTION OF A JOURNEY

A journey paid for by means of a short-distance or long-distance ticket must not be interrupted. Changing to a different line is not considered an interruption even if it necessitates a walk to the stop.

N. LUGGAGE, WHEELCHAIRS, BUGGIES and BICYCLES

1. Passengers are entitled to bring hand luggage according to the regulations below.

Any luggage can only be carried along with the passengers themselves if it does not cause a risk to safety and order of operation and only if it does not bother or endanger other passengers. Passengers cannot bring luggage that may cause delays when loading it onto the vehicle or that would take up too much passenger space aboard the vehicle. Any instructions by the staff concerning the storage of luggage must be observed.

2. Passengers must not bring dangerous substances or objects or substances and objects that may endanger other passengers, particularly

- a. explosive, inflammable, radio-active, odorous or acidic substances;
- b. unwrapped or unguarded objects that may injure or soil other passengers;
- c. objects that jut out of the vehicle.

3. Unfolding bicycles, Segways, electric scooters, shopping carts and other bulky objects that may put operation or other passengers at risk are not allowed on our vehicles.

4. Facilities and vehicles may be used with unfolded buggies and wheelchairs depending on technical feasibility and available space.

5. The entrances expressly designated for access with wheelchairs/buggies must be used without exception.

6. Passengers accompanied by small children and bringing buggies shall seek help from other passengers with getting on and off the vehicles. Our drivers are not obliged to help.

7. Passengers are required to store their luggage on board in a way as not to endanger the safety and order of operation and not to bother or disturb other passengers. Passengers or their accompanying persons have to secure buggies and wheelchairs themselves with the

fastening devices provided on the vehicles. LINZ AG LINIEN shall not be liable for any damage other passengers may suffer from objects brought aboard a vehicle.

8. In case of doubt, our staff shall decide whether or not a piece of luggage may be brought aboard according to items 1 and 3.

9. Our staff shall be authorised to verify luggage if they reasonably believe that an object may not be brought aboard.

10. Passengers must take care of anything they bring on board or carry with them themselves. LINZ AG LINIEN does not accept any liability for lost or stolen objects.

O. ANIMALS

1. Our staff may deny carriage of living animals that are per se dangerous or may constitute a danger to the safety and order of operation or the other passengers because they are not kept safely. Animals must not be allowed on a seat. In case this rule is not respected or in case of soiling or damage by the animal, we shall charge the cleaning fee or the fee for misuse of facilities as set in the Fare Regulations.

2. Dogs shall be carried only if accompanied by a responsible adult. If not transported in a suitable container, dogs have to be held on a short leash and wear a muzzle. Assistance dogs are exempt from the obligation to wear a muzzle.

Holders have to pay the fare for dogs set in the Fare Regulations even if dogs are kept in a pet buggy. Only small dogs that are carried by their holders or are kept on their lap as well as assistance dogs for disabled persons shall be carried free of charge. The dog holders are responsible for keeping their dog safely on board the vehicle and at the stop. LINZ AG LINIEN shall not accept any liability for damage to other passengers caused by a dog.

3. Other small pets may be carried with no extra charge in suitable containers to be placed on the floor, provided the animals are inoffensive.

P. LOST PROPERTY

1. If you find lost property, please tell a member of staff immediately. In case the owner of the lost property can easily be identified by our staff, the lost property shall be immediately returned to the owner who has to sign a confirmation of reception.

2. Any lost property that cannot immediately be returned to the owner shall be handed over to the lost and found office of the city of Linz in the new city hall, (*Fundbüro, Neues Rathaus*, phone: +43 732 7070-2585) within 24 hours (except on Saturdays, Sundays and public holidays).

3. LINZ AG LINIEN shall not accept any liability for property left, forgotten or lost in our vehicles or facilities.

Q. EXCLUSION OF COMPENSATION CLAIMS

Delays caused by obstruction of traffic, malfunction or disruption of service and lack of space do not give rise to claims for compensation. We do not guarantee that connections can be made. The right to be carried shall be deemed satisfied even if for operational reasons, LINZ AG LINIEN provides other vehicles than those indicated in the schedule or uses alternative routes.

R. CUSTOMER SERVICE CENTER, COMPLAINTS

Please direct any complaints indicating the line, direction, time, vehicle identification number and date to:

LINZ AG LINIEN-Infocenter, Hauptplatz 34, 4020 Linz

Monday to Thursday from 9 a.m. to 6 p.m., Friday from 9 a.m. to 2 p.m.
Phone +43 732 3400-7000, Fax +43 732 3400-7009
Website: www.linzag.at, Email: linien@linzag.at