

General Terms and Conditions (AGB)

Special Conditions of Carriage (BBB)

for journeys with the Thermenlandbus of Österreichische Postbus Aktiengesellschaft

valid from 01.05.2020

I. Introduction/Preamble

Under the brand name "Thermenlandbus", Österreichische Postbus Aktiengesellschaft as a subsidiary of ÖBBPersonenverkehr- AG offers bus travel options from Vienna to the thermal spa region of Eastern Styria and back. Our passengers are our top priority. We offer you a relaxed, safe and uncomplicated way to travel from Vienna to the thermal spa region of Eastern Styria and back.

For easy and clear readability, we use the terms "traveller" and "employee" for both genders. Whenever the terms "bus" or "us" are mentioned in the GTC and BBB, we always mean our Thermenland buses or the Österreichische Postbus Aktiengesellschaft, which operates the Thermenland bus.

We wish you a good journey and are happy to answer any questions you may have. You can reach us via the [contact form](#) or +43/5/17 17.

II. Scope

Our General Terms and Conditions of Business (AGB) and Special Conditions of Carriage (BBB) govern the conclusion and execution of contracts of carriage between you and Österreichische Postbus Aktiengesellschaft and apply to our entire route network (Click here for the [timetable](#)). In particular, they supplement the Regulation on the [General Terms and Conditions of Carriage for Regular Carriage by Road](#) (BGBl. II No. 47/2001) in the currently valid version, as well as Regulation (EU) No. 181/2011. In the event of contradictions, the GTC and BBB always apply.

III. Contract of carriage

You need a valid ticket for your journey in our buses.

You can book your trip easily through the following sales channels:

- tickets.postbus.at (hereinafter referred to as "Website"),
- on the bus, directly with the driver, and
- at the Postbus [customer office Fürstenfeld](#) and at our local sales partner the [tourist office Fürstenfeld](#)

The conclusion of the contract of carriage is subject to

- the paid booking of an Online Ticket via our website together with the booking confirmation, or

- the purchase of a ticket at the Postbus customer office Fürstenfeld, at our sales partner tourist office Fürstenfeld as well as at the driver at the bus.

Tickets can be booked online via the website a maximum of 2 months before the desired travel date.

There are no special group rates.

Your contractual partner is Österreichische Postbus Aktiengesellschaft, FN 250198p, Am Hauptbahnhof 2, 1100 Vienna.

IV. Booking/Ticket purchase

IV.1 online ticket

a. Booking tickets via the website

Please provide the following information when booking via the website:

- First name and surname of the persons participating in the bus journey,
- the age of any persons taking part in the journey who benefit from an age-related reduction in the ticket price (children) or who are subject to special transport conditions
- E-mail address, to which the booking confirmation incl. input tax certificate should be sent
- Payment method

The name on the ticket must match the name of the passenger. For this purpose, please present a photo ID with proof of age when requested.

In the booking process you select a travel date and a connection from Vienna to a destination stop according to the timetable and / or return. Please note, however, that you can start your journey within the entire validity period (selected travel day).

Check your booking details in the summary "My shopping cart" carefully for correctness before you confirm the terms and conditions by clicking the button "*Pay now*" and carry out the purchase.

The contract of carriage between you and Österreichische Postbus Aktiengesellschaft comes into effect upon confirmation of the successful booking on the website.

Immediately after the successful booking of the ticket on the website, we will send you a confirmation e-mail with your invoice, in PDF format, to the e-mail address you have provided. To obtain the ticket, please use either the link in the booking confirmation or the "*Create PDF ticket now*" button on the overview page at the end of the booking process.

If you have inadvertently entered an incorrect e-mail address when purchasing your ticket, you can contact our customer service directly via the [contact form](#) or +43/5/1717.

b. Provision and use of online tickets

If you have purchased a ticket on the website, you can obtain your PDF ticket for self-printing after successful booking.

Please note that once the PDF ticket has been purchased or created, the booking cannot be cancelled!

Tickets purchased online are personal tickets. They are made out to the name(s) of the traveller(s) you specify during the booking process. When the driver checks the ticket, the passengers listed on the ticket show a photo ID with proof of age. If you have selected a discount when purchasing a ticket, please also present the corresponding proof of discount for the use of the discounted fare.

If the travellers listed on the ticket cannot identify themselves, cannot prove their age or if the names of the travellers do not match the names on the ticket, they cannot take the booked journey. Please note that in this case there is no right to a refund of the purchase price. [PDF ticket for self-printing](#)

If you decide to print the PDF Ticket immediately by clicking on "Create PDF Ticket now", the PDF Ticket will be displayed immediately on the PC screen. We will also send you a download link to the e-mail address you have provided.

You can also present the PDF ticket electronically. To present a PDF ticket from a mobile device (laptop, smartphone or tablet computer), you need a PDF reader on your device.

Please print the PDF ticket on white paper in A4 portrait format. An online ticket printed out in a different format and colour cannot be scanned and accepted by our bus drivers for technical reasons.

When printing your PDF ticket, please make sure that you do not bend the ticket in the place of the printed barcode. It contains important data on the ticket and on your person, which will be retrieved during ticket inspection.

c. Misuse of PDF tickets

We reserve the right to file a criminal complaint in the event of misuse of an Online Ticket, for example in the event of unauthorised multiple use.

d. Other terms of use of the website

If you make false statements when booking on our website, you will be liable to us for any damages incurred.

If you deliberately provide false information or misuse the site, we will permanently exclude you from using the site.

We cannot guarantee the continuous availability of the booking portal tickets.postbus.at. This is due to the necessary technical requirements for internet services and telecommunication. You have no liability claims against us if the websites are not available.

IV.2 offline ticket

As an alternative to the online ticket, you can also purchase a ticket "offline" at the Postbus customer office in Fürstenfeld and from our local sales partner, the Fürstenfeld tourist office. Our drivers also sell tickets for the respective ride directly at the bus, provided that sufficient seats are available.

IV.3 Payment options

When purchasing tickets via our website, the following payment options are available to you: **a.**

Credit card payment

When you pay by credit card, you provide the following information:

- cardholder name
- Card type
- Credit card number
- Date of validity
- card validation code
- 3-D Secure Code

b. Online bank transfer (eps online bank transfer and giropay)

eps-Online-Überweisung is the online payment method of Austrian banks and giropay is the online payment method of German banks. For the bank transfer you will be redirected to the online banking page of your bank. The participating banks are listed for Austrian account holders on www.stuzza.at; for German account holders on www.giropay.de.

To pay by online bank transfer, please proceed as follows:

- Select your bank. You will be redirected to your bank's online banking.
- Enter your access data and passwords as usual when you use your bank's online banking service. Your access data and passwords are only exchanged between you and your bank. There is no information flow via ÖBB.
- All necessary information for the bank transfer is already pre-filled. This includes, for example, the IBAN, the amount to be transferred or the recipient.
- By entering your TAN code in your bank's online banking system, you authorise your booking and successfully complete the payment process.

When buying a ticket on the bus you can only pay in cash. All other sales channels and distribution partners allow cash, credit cards and bank cards.

IV.4 Right of withdrawal

We would like to point out that for passenger transport contracts concluded by means of distance selling (e.g. via the Internet), in which the entrepreneur undertakes upon conclusion of the contract to provide the service at a certain time or within a precisely specified period of time, the statutory regulations on the right of withdrawal do not apply to distance selling contracts. However, our conditions regarding rebooking and cancellation remain unaffected by this.

IV.5 Validity

Online tickets for the Thermenlandbus are valid for the selected day of travel.

Tickets for a single trip, which are purchased directly from the driver on the bus, only entitle the holder to immediate entry. Day tickets (return tickets) are valid for the outward and return journey on one calendar day.

Monthly tickets are valid for 30 days from the date of purchase and weekly tickets are valid for 7 days. Monthly tickets and weekly tickets can be purchased on the website, from the handlebars, from the Postbus customer office in Fürstenfeld and from our sales partner.

V. Rebooking and cancellation conditions

V.1 Cancellation of bookings

Cancellation means to cancel the booking of a ticket which you have not yet received according to IV.1.b

You always cancel all parts of a booking of a trip booked on the website. If several trips are booked together in a shopping basket, you cancel them separately.

The refund conditions for tickets in section V.2 apply analogously to cancellations.

If you obtain a ticket as a PDF ticket in accordance with point IV.1.b, you can no longer cancel it.

V.2 Refund:

The regulations on the right of withdrawal in distance selling business do not apply to contracts for the carriage of passengers due to the legally standardised exception.

a. What are your refund options for tickets

The single ticket and day ticket can be refunded before the first day of validity, no fees.

The single ticket and day ticket cannot be refunded from the day of validity.

Monthly ticket and weekly ticket can be refunded before the first day of validity, no fees.

Monthly ticket and weekly ticket can no longer be refunded from the first day of validity.

VI. Start of journey

VI.1 Stops

On the website you will find an overview of the timetable and the stops.

Except in the event of a breakdown or emergency, boarding and alighting may only take place at the bus stops and only when the bus is at a standstill.

VI.2 Departure times

The valid departure times in the published timetables are local times.

VI.3 Dispatch

Please be at the bus stop at least 5 minutes before the scheduled departure of the bus.

If you don't show up at the stop until the scheduled departure, you can use your online ticket to choose the next connections. Your online ticket is valid for the selected day of travel. If you also do not use any of the following connections, please note that in this case you are not entitled to a refund of the purchase price.

Luggage is stowed in the luggage compartment provided for this purpose by the passenger under his/her responsibility.

If you have not yet purchased a ticket in advance, you can buy it directly at the bus from the handlebars.

VII. Carrying luggage, objects and animals

VII.1 What luggage and objects are allowed to take with you

You can take two pieces of luggage with you on our buses free of charge. However, please note the following regulations:

a. Articles excluded from carriage

The safety of our passengers is important to us. Therefore, you may only take with you what is permitted under Austrian law to be carried in a public coach and does not represent any danger to you, other passengers or our coaches and drivers. In particular, objects are excluded from carriage:

- in individual weights of more than 25 kilograms
- which cannot be loaded because of their nature or size,
- the contents of which consist of hazardous substances pursuant to the Chemicals Act 1996, Federal Law Gazette I No. 53/1997, as amended, or of explosive substances pursuant to the Shooting and Explosive Devices Act 1935, Federal Law Gazette No. 196/1935, as amended
- which qualify as loaded firearms or other weapons of any kind.

If there is a reasonable suspicion that items are affected by a reason for exclusion, our handlebars can check these items for safety reasons. If we cannot find the owner of such items, we will check in the presence of two witnesses.

If your luggage and belongings do not comply with the legal requirements, or if you do not agree to an inspection, our drivers are entitled to refuse you a ride on our buses. Please note that in this case there is no right to a refund of the purchase price.

The transport of goods is excluded.

b. How many pieces of luggage may you take with you

We guarantee the carriage of two pieces of luggage per passenger, with normal dimensions (see point VII.1.c).

We can only take additional luggage with us if there is enough space left in the bus after all luggage has been loaded. The decision to take additional luggage with you is at the discretion of the driver on site and will be made immediately before departure.

Luggage is only suitable for carriage on the bus if it can be stowed above or below your seat and in the luggage racks provided without obstructing, annoying or endangering other passengers, or if it can be placed on your lap or in your hand.

We transport your luggage free of charge and under your responsibility. All luggage must be visibly marked with a label with your name, address and telephone number.

Please note that we do not issue baggage receipts and do not charge any fees for the luggage you bring with you.

c. Carrying bulky luggage

Luggage and objects that deviate from the normal dimensions (larger than 90 x 70 x 40 cm) are considered bulky luggage (e.g. bicycles, skis, surfboards). Bulky luggage is generally carried free of charge and under your responsibility, provided that there is sufficient space after all luggage has been loaded and the traffic and operational safety of the bus is guaranteed. The decision about taking bulky luggage with you is at the discretion of the driver on site and is made immediately before departure.

d. How to stow luggage and objects

Please place your easily stowed luggage in the luggage racks above the seats. As space is limited here, please store bulky luggage in the luggage racks of the bus or under the seats.

For the safety of the passengers: Please keep the aisle and the doors clear. Please ensure that you have a firm grip throughout the entire journey.

VII.2 Which animals are allowed to take with you

Assistance dogs are generally allowed and are taken along free of charge.

Assistance dogs are specially trained for people with disabilities. They are wheelchair-, signal-, therapy- and guide dogs for the blind as well as dogs in training with an accompanying person and a training certificate of the partner dog institute. Assistance dogs have an appropriate chest harness or document. Assistance dogs travel free of charge and do not need a muzzle.

Likewise, the transport of small animals in a closed container is generally permitted and free of charge. Dogs can be taken along at half price. Tickets for dogs can be purchased from the driver. Other animals are excluded from transport.

VIII. Carriage of children and minors

Children under 6 years of age need an accompanying person. A child over the age of 6 can act as a companion.

Children or minors from the age of 6 years up to the age of 18 years may travel alone.

Our drivers and Österreichische Postbus Aktiengesellschaft expressly do not assume any duty of supervision with regard to children accompanied by minors or minors travelling alone.

Children/minors up to one day before their 15th birthday travel at half price according to the valid tariff.

IX. disabled persons and persons with reduced mobility

It is the aim of Österreichische Postbus Aktiengesellschaft to provide all our customers with comfortable and safe travel on our buses. We make particular efforts to provide our passengers with disabilities or reduced mobility with non-discriminatory access to our services and to safeguard their rights under Regulation (EU) No. 181/2011.

We would like to point out that, due to the design of our buses and coaches, including bus stations and bus stops, it is not physically possible for a disabled person or person with reduced mobility to board, disembark or travel on the bus without restrictions.

Our buses are partly equipped with wheelchair space.

We can only guarantee carriage of passengers with restricted mobility using orthopaedic aids (mechanical or electric wheelchairs, rollators or walking frames) if an appropriate wheelchair space is available.

Travellers with mechanical or electric wheelchairs are kindly requested to announce their travel request at least 3 days before the start of the journey by calling 05/1717.

We ask for your understanding that we cannot take along manually operated bicycle wheelchairs, so-called "*hand bikes*", due to lack of space.

Blind travellers, travellers in wheelchairs and severely war-disabled persons with a degree of disability according to the severely war-disabled card of at least 70% can take an accompanying person with them free of charge. This also applies to travellers with disabilities whose passport contains the note "The holder of the passport requires an accompanying person" and to foreign travellers who can prove to us that they require an accompanying person with official documents.

Accompanying persons who accompany you as assistants must be able to meet your personal needs during the journey. Only adults can act as escorts.

Assistance dogs (see point VII.2) travel free of charge and do not need a muzzle.

X. Travel without a valid ticket

If you are found on one of our buses and have not purchased a ticket for the corresponding journey either in advance or before boarding the bus, you are obliged to pay an increased fare.

According to the General Terms and Conditions of Carriage for Regular Motor Traffic (as of 01.03.2020), the increased carriage charge amounts to

The charge for driving without a valid ticket is	EUR 70.
The charge for driving without a valid ticket for persons who have	
18. year of age is not yet completed	EUR 35. The
processing fee for subsequent payment is	EUR 30.
The processing fee for subsequent payment for persons who have	
18. year of age is not yet completed	EUR 15.

The amount is to be paid either immediately in the bus to the driver or within two weeks after receipt of the written request for payment. After this period has expired, an additional handling fee of EUR 5,-- will be charged for each written payment reminder.

If you are found without a valid ticket, you are obliged to show the driver your photo identification with proof of age. This will record your data and address. If you do not carry a photo ID with proof of age, we are entitled to exclude you from the trip or our drivers are required to call in the police.

XI. Behaviour during bus travel

XI.1 Persons excluded from carriage

We are happy to transport you in our buses, if:

- you comply with the regulations applicable to the transport
- transport is possible, and
- the transport is not prevented by circumstances beyond our control.

Should you behave in an unreasonable manner before or during boarding of our buses, harass other passengers due to your external condition, contaminate the bus or carry loaded firearms without being an authorised public safety body, our drivers may refuse you boarding and exclude you from the trip.

If, due to a notifiable illness, you endanger the welfare and health of other travellers or our employees, our employees may refuse you boarding and exclude you from the journey.

If the above-mentioned reasons for exclusion only occur during the journey or are only noticed during the journey, the passenger concerned must leave the bus at the driver's request.

We assume no liability for exclusions of travel that had to be made before the start of the journey or en route due to the reasons for exclusion stated. Please note that in these cases you also have no right to a refund of the purchase price.

XI.2 Mutual consideration

We want to provide all our passengers with a pleasant and relaxed journey. We therefore ask you to show mutual consideration. Please do not disturb other passengers with loud conversations, films, music or other activities.

All our buses are smoke-free. E-cigarettes are also covered by the smoking ban.

Please help to keep our buses clean and free of damage by using the facilities carefully and by refraining from any behaviour that could impair the safety or order of the operation. Anyone who damages or soils our buses must pay a cleaning fee of EUR 54.60 for cleaning the vehicles, facilities and equipment. If the actual cleaning and repair costs are higher, we will also charge the corresponding additional costs.

Please talk to the handlebars only as much as necessary during the ride and make sure that you do not obstruct them in steering the bus.

The external doors of the bus must not be opened by unauthorised persons either while the bus is in motion or when it is parked.

XI.3 Use of emergency facilities

For the safety of our passengers, our buses are equipped with emergency facilities (such as emergency hammers, emergency exit). Please use these emergency devices only in case of danger for yourself and your fellow passengers. Anyone misusing safety and emergency equipment will be reported without exception.

XII. Liability

We are generally only liable to our passengers in the event of intent or gross negligence. In the event of death or bodily injury, we shall also be liable for slight negligence.

In the event of damage to wheelchairs and other mobility aids or assistive devices caused by Österreichische Postbus Aktiengesellschaft, we will compensate you for the replacement value or repair costs of the lost or damaged equipment.

Please take care of all your luggage and objects yourself. We are only liable for loss and damage to your luggage and items, as well as for the exchange or theft of luggage and items, in the event of intent or gross negligence.

We are not liable for damage caused by improper packaging of the luggage and objects for which the passenger is responsible, except in cases of intent and gross negligence.

The mandatory provisions of the General Civil Code (ABGB), the Railway and Motor Vehicle Liability Act (EKHG), the Regulation on the General Conditions of Carriage for Regular Motor Traffic (KfI-Bef. Bed) as well as Regulation (EU) No. 181/2011 remain unaffected by these liability provisions.

XIII. Data protection

The data protection aspects are regulated in the privacy policy. This can be viewed at www.postbus.at.

XIV. Choice of law

Austrian law applies with the exception of the referral norms of international private law and the UN Convention on Contracts for the International Sale of Goods.