

VIENNA CHAUFFEUR SERVICE
General Terms and Conditions (GTC)

1. Scope, conclusion of contract and execution of transport

We provide transportation services under the name “Vienna Chauffeur Service (VCS)” or also referred to as “Contractor”.

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

By placing an order, the client confirms that he is aware of these GTC and expressly acknowledges them and accepts them in their entirety as part of the contract. Silence on the part of the client shall in any case be deemed as consent.

Deviating agreements or collateral agreements require our written confirmation to be valid and only apply to the respective individual business case or (special) contract. The General Terms and Conditions apply to national and international passenger transport and courier services by motor vehicle, which are carried out for entrepreneurs or non-entrepreneurs (consumers).

The General Terms and Conditions take precedence over all commercial practices. Legal provisions (see point 10) of a mandatory nature limit the scope of the General Terms and Conditions accordingly. Consumers are those persons to whom the Consumer Protection Act applies in the event of an order being placed.

In the event of a third party (agent, hotel, apps) - indirect bookings: The third party acts exclusively as an agent for the transport services provided by us (hereinafter referred to as "transportation service"). These transport services are provided by VCS as an independent company. The contract for the transport service is not concluded with the agent, but directly between VCS and the passenger or the person who concludes the contract for the transport services for a courier transport ("customer" or "contractual partner").

Direct booking options: The transport service to be provided by VCS can be booked by telephone on +43 699 172 32 607, by email to office@vienna-chauffeur-service.com or via our website at www.vienna-chauffeur-service.com.

A booking is only considered accepted when VCS expressly confirms the booking to the agent or customer by SMS or email. We reserve the right to refuse to arrange transport services without giving reasons. The transport service is provided in compliance with all legal regulations of the Republic of Austria (see list under point 10 of these General Terms and Conditions). 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 and business owners
- Smoking ban
- Refusing passengers (e.g. drunkenness or other drug-related reasons)
- Transport of small animals
- Business liability

The client is obliged to inform the contractor about the contents of the transport as precisely and completely as possible when placing the order. In particular, the contractor must be informed whether valuables or money or the like are to be transported (courier trips). In the case of valuable shipments, the contractor must be informed of the value of the shipment to be transported, or in the case of money shipments, the exact amount.

The contractor must also be informed if dangerous or perishable goods are part of the shipment. Information about the goods being transported must be given directly to the contractor and not to drivers, subcontractors or other driving 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 immediately unload and store shipments of valuables and money, dangerous or perishable goods about which he was not informed, at the client's expense and risk. Changes in information about the shipment of goods entitle the contractor to immediately refuse to (continue to) carry out the entire transport.

If the transport is not or no longer carried out, the contractor's freight claim remains in any case in addition to any claims for damages.

The client is liable for all costs and damages that arise due to incorrect or faulty description of the goods being transported, even if he is not at fault but this lies within his sphere of influence.

Waiting times are charged as follows:

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 include VAT.

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

The client is obliged to inform the contractor if animals or additional persons not specified are to be transported. If the client does not inform the contractor, driver or subcontractor, the transport may be refused and cancellation costs may be charged. The contractor is also authorized to adjust the price on site to the new circumstances.

2. Fees and payment:

The transport fee plus any cash expenses, which must be communicated to the passenger in detail before the contract is concluded, is due for payment immediately after the invoice is issued, unless otherwise agreed. The payment period is 14 days. In the event of late payment, the statutory default interest must be paid, but at least 4% pa. In addition, the client is obliged to pay the accrued reminder fees and processing fees, as well as the costs associated with the collection of the outstanding debt, in full. The transport service is billed directly to VCS, the company providing the transport. According to the Vienna operating regulations for transport services, the passenger has

the right to receive a proper invoice from the company, which must contain in particular the route, the fare, the date, the taxi registration number, the stamp of the taxi company 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 (reservations for groups), VCS may charge a deposit, which is due upon confirmation of the reservation and is offset against the total amount after the service has been provided.

3. Cashless payment

The transport services can also be paid for cashlessly as follows:

- a) Debit and credit cards (immediately after driving a vehicle)
- b) PayPal (via homepage)
- c) Advance payments/deposits for the transport of a larger number of persons (via homepage)
- d) An order is only deemed to be accepted when VCS has expressly confirmed it to the customer and, if applicable, a corresponding agreement has been signed with the customer. We reserve the right to reject an order without giving reasons.

4. Consumer's right of withdrawal when ordering:

If the customer is a consumer according to Section 1 of the 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 reasons. The withdrawal period begins on the day on which the customer received the order confirmation from VCS.

To exercise the right of withdrawal, the consumer must inform VCS of the decision to withdraw from this contract by means of an unambiguous declaration (e.g. a letter sent by post, e-mail). The consumer can use the attached sample withdrawal form (withdrawal form) for this purpose. To meet the withdrawal deadline, it is sufficient for the consumer to send the notification of the exercise of the right of withdrawal before the withdrawal period has expired.

4.1 Exceptions to the right of withdrawal

A right of withdrawal according to this point does not exist if the requirements of Section 18 FAGG are met, in particular within the meaning of Section 18 Paragraph 1 Item 1 FAGG not for services (such as transport services) if the transport company - on the basis of an express request from the consumer and a confirmation from the consumer that it is aware of the loss of the right of withdrawal upon full performance of the contract - had started to perform the service (transport service) before the expiry of the withdrawal period and/or this service was then fully provided.

4.2 Consequences of resignation

In the event of withdrawal, the consumer must return the goods to VCS immediately, but no later than 14 days after submitting the declaration of withdrawal. The return 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 VCS compensation for a reduction in the market value of the goods if this loss of value is due to handling of the goods which is not necessary to check their quality, properties and functioning.

4.3 If the consumer withdraws from the contract, VCS must refund all payments that VCS has received from the consumer promptly and at the latest within 14 days of receipt of the declaration of withdrawal, whereby - if necessary - Section 16 FAGG shall apply accordingly. For this refund, VCS will use the same means of payment that the consumer used for the original transaction, unless something else was expressly agreed with the consumer. However, VCS may refuse to refund the consumer until it has either received the goods back from the consumer or the consumer has provided proof of the return of the goods.

4.4 Cancellation fees (also applies to deposits)

No cancellation fees for

- Cancellation up to 24 hours before the agreed date (or within the 14-day period for consumers according to the Consumer Protection Act under the restriction in 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 agent)

100% cancellation fee in case of

- cancellation of the order less than 24 hours before the agreed date or
- if the passenger or the agent cannot fulfill the order within their own area of responsibility: e.g. the client gets into another taxi, travels by public transport or similar.

5. Prohibition of set-off:

The customer can only offset our claims with counterclaims that have been established by a court or that we have expressly acknowledged 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:

VCS is not liable for any delays that are not within our area of responsibility (traffic obstructions, bad weather, police operations, roadblocks, natural disasters, etc.). The contractual partner's claims for damages against VCS due to delayed collection of the contractual partner by VCS or delayed arrival at the destination due to events that are outside our area of responsibility and influence are excluded.

In the case of mediation: The customer will always clarify complaints or other disagreements arising from the legal relationship between him/her (the customer) and VCS directly with VCS. The agent can only be held liable in this context if the cause of the delay/non-performance is due to grossly negligent conduct on the part of the agent.

VCS shall only be liable for indirect damages, lost profits, loss of interest, lost savings, consequential and financial losses, damages resulting from third-party claims and for the loss of data and programs or their restoration in the event of gross negligence.

The following applies to companies: In any case, VCS is only liable for grossly negligent conduct, whereby in this context the reversal of the burden of proof within the meaning of Section 1298 Sentence 2 ABGB is waived. Claims for damages, in particular those asserted instead of warranty claims, expire within six months of knowledge of the damage and the person causing the damage.

The following applies to consumers (according to the Consumer Protection Act):

Liability for slight negligence on the part of VCS is excluded, except for personal injury.

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

7. Exemption from the performance of contracts:

Force majeure and its consequences release VCS from the obligation to provide transport services. The agent expressly agrees that force majeure and its consequences release VCS from the obligation to provide transport. Force majeure also expressly includes traffic jams and roadblocks and obstructions caused by emergency vehicles or ASFINAG, accidents, etc.

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

When booking a transport service (both by telephone and via our website), the customer's personal data, such as title, first and last name (and company name if applicable), start and destination address, contact information (in particular telephone number) and any special requests (e.g. station wagon, animal transport, etc.) are collected and processed and sent either directly to VCS or via the agent to VCS. The customer (passenger) hereby expressly agrees to this.

When reserving transport for larger groups and the associated deposit, personal data may also be collected and processed. This includes title, first and last name (and company name if applicable), (billing, delivery) address, contact information (telephone, e-mail address), credit card details. By using our website, the customer consents to us collecting, using, processing and storing this data to process the order, billing and delivery as well as to simplify future orders. This consent can be revoked at any time (by e-mail to office@vienna-chauffeur-service.com).

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

9. Invalidity of individual provisions:

If these Terms and Conditions contain one or more gaps or one or more provisions are or become invalid in whole or in part, the Terms and Conditions remain valid in all other respects, as does the conclusion of the contract. In place of the missing or invalid provision(s), a (corresponding) provision(s) that comes closest to the economic purpose of the missing or invalid provision(s) shall apply or be regulated by contracts.

10. Applicable law, place of performance and jurisdiction:

The application of the laws 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.

All disputes arising from the contractual relationship shall be subject exclusively to the competent court for Vienna's Inner City.

Legal provisions currently in force and applicable depending on the contract:

- Operating regulations for non-scheduled passenger transport (Regulation of the Federal Minister for Public Economy and Transport, which sets out commercial police regulations for the non-scheduled transport of persons with road vehicles. Legal form: Federal Law Gazette No. 951/1993)
- Vienna State Operating Regulations for the Passenger Transport Industry by Car - LBO (Regulation of the Governor of Vienna, which sets out more detailed regulations on the exercise of the passenger transport industry by car - taxi in Vienna. Legal form: State Law)

Gazette No. 63/2020)

- Ordinance on Access to the Motor Vehicle Scheduled and Occasional Transport Profession - BZP-VO (Regulation of the Federal Minister for Public Economy and Transport on access to the passenger transport industry operated by motor vehicles. Legal form: Federal Law Gazette No. 889/1994)
- Occasional Transport Act 1996 - GelverkG (Federal Act on the non-scheduled commercial transport of persons by motor vehicle. No. 112/1996)

The latest version can be found here:

<https://www.wko.at/branchen/transportverkehr/befoerderungsgewerbe-personenkraftwagen/gewerberecht.html>

11. Contact (also for suggestions and complaints) Our address is: see below

Company: Kemal Erbatur - Vienna Chauffeur Service

Owner / Managing Director:

Kemal Erbatur

Schüttaustraße 20-40/8/12

1220 Vienna / Austria

Responsible Chamber: Vienna Chamber of Commerce

VAT ID: ATU77117503

Contact:

Telephone: +43 699 172 32 607

Email: office@vienna-chauffeur-service.com

Internet: www.vienna-chauffeur-service.com

ATTACHMENT

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

Sample letter (can also be sent informally via email)

A Vienna Chauffeur Service

Schüttaustraße 20-40/8/12 1220 Vienna / Austria

Mail: office@vienna-chauffeur-service.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 consumer(s)

Address of the consumer(s)

.....
.....

Signature of the consumer(s) (only if notification is on paper)

.....

Date

(*) Delete as appropriate.