

# General Terms and Conditions for the use of bicycle boxes in the Tyrol public transport network

Status 08/2023

## Preamble

- a. At selected stations of the Austrian Federal Railways ("ÖBB") or, respectively, at public transport hubs in Tyrol, closed bicycle parking facilities, the "VVT Radbox" (hereinafter referred to as "bicycle box"), which are equipped with an electronic locking system, have been and will be successively installed in the near future. The bicycle boxes (steel construction) including the locking system for opening and locking the bicycle box are owned by Verkehrsverbund Tirol GesmbH ("VVT") or, respectively, the local municipality. The bicycle boxes are operated, maintained and managed by VVT on the basis of an operating agreement concluded between the respective local authority and VVT. The facilities are used for the secure parking of bicycles in an environment protected from the weather.
- b. The following General Terms and Conditions govern the booking, use and provision of the bicycle boxes by the customer. The General Terms and Conditions are recognised by the user upon booking.

## 1. Applicability and Scope of Validity

- a. These General Terms and Conditions (GTC), as amended from time to time, apply to all business relationships between VVT and our customers that are concluded via the booking portal [radbox.vvt.at](https://radbox.vvt.at) or at the service points of the Verkehrsverbund Tirol.
- b. Unless expressly agreed otherwise, our General Terms and Conditions (GTC) apply to all current and future business relationships. Deviating, conflicting or supplementary terms and conditions shall not become part of the contract, even if we are aware of them, unless we have expressly agreed to their validity. We are not obliged to object to the General Terms and Conditions of the contractual partner, even if the validity of the same is stated as an express condition in these General Terms and Conditions. We declare that we wish to contract exclusively on the basis of these GTC.
- c. Amendments to the GTC may be made by us at any time and shall also be effective for existing contractual relationships, unless the contractual partner objects to the amendments to the GTC within four weeks of receiving notification of the amendment.
- d. Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. An invalid provision shall be replaced by a valid provision that comes as close as possible to the meaning and purpose of the invalid provision. Verbal collateral agreements and agreements amending or supplementing the contract must be made in writing.

## 2. Registration

Prior registration and creation of a customer account via the platform [radbox.vvt.at](https://radbox.vvt.at) is required in order to be able to book a parking space at the facility. Registration is free of charge.

Alternatively, a booking can be made as a guest. In this case, only the customer's name and e-mail address are recorded and deleted immediately after the booking has been completed.

### **3. Data Protection**

The data protection declaration is available under the footer item "Data protection declaration" at [radbox.vvt.at](https://radbox.vvt.at).

### **4. Booking Process and Conclusion of Contract**

- a. The booking is made in such a way that the customer selects the desired parking space in the facility via the online booking system [radbox.vvt.at](https://radbox.vvt.at). The booking is only possible via this online booking system.
- b. Booking the selected parking space in the facility is only possible if it is available. The customer has the option of selecting an "upper" or a "lower" (ground-level) bicycle box. After the customer has selected the desired parking space in the respective facility, the period of use must be selected.
- c. The bicycle box can be booked for a period of use of one day, one week or one year. In this context, the customer indicates whether they wish to make a "spontaneous booking" or a "future booking".
- d. "Spontaneous bookings" (Spontanbuchung) can only be made immediately (1 day; 1 week, 1 year).
- e. Under "Future bookings" (Zukunftsbuchung), future periods can be selected (1 day; 1 week). The customer is then shown the price for the selected location in relation to the selected period of use and bicycle box. By clicking on the "Book for a fee" (kostenpflichtig Buchen) button, the customer is redirected to the payment provider. The rental contract between the customer and VVT is concluded upon payment. The rent must be paid in advance for the entire rental period.
- f. After successful booking, the customer will receive a confirmation including access, registration and QR code for the selected parking space in the facility (acceptance of the contract offer by VVT). This is sent to the customer by email. The code is usually sent immediately after booking. The customer can use the code sent to open the bicycle box.

### **5. Invoicing and prices**

- a. The customer agrees that he/she will receive the invoice electronically and that this invoice will be sent to the e-mail address provided by him/her during registration.
- b. The usage fee to be paid by the customer as part of the payment process is based on the applicable fee schedule of the location of the facility and depends in particular on the selected period of use. These prices can be viewed online via the VVT booking portal.
- c. The prices listed on the online platform at the time of booking shall apply. The prices quoted are final prices in euros and include statutory VAT (gross prices).

## 6. Cancellation

- a. Cancellation of the booking of bicycle boxes must be notified in writing by the customer be announced in writing. After cancellation, further use of the bike box is no longer possible.
- b. The following cancellation rules apply to the booking of bicycle boxes:

Rental period 1 day and 1 week: Cancellation possible up to 24 hours before the start of the rental period, otherwise no cancellation possible.

Rental period 1 year: A full refund of the booking fee is only possible if cancelled 24 hours before the start of validity. If a cancellation is made after the start of the rental period, 1/5 of the rental fee will be retained for each rental month already consumed.

## 7. Duration of the Contractual Relationship

- a. When the access and registration code is sent, the parking space selected by the customer is made available to him/her in the facility. The parking space in the facility is deemed to have been provided at this moment.
- b. The duration of the tenancy shall be governed by the applicable regulations of the location of the facility. The possible options can be viewed online via the VVT booking portal.
- c. The rental agreement shall be concluded for a specific duration in accordance with the agreed period of use during the booking process.

## 8. Rights and Obligations of the Customer

- a. The access registration and QR code is used to open the access doors. Closing is done by pushing the door shut.
- b. The customer undertakes to treat the facility with care and keep it clean. The customer is obliged to check the bicycle box for recognisable defects, damage or soiling before each use and to report these to VVT if necessary.
- c. When parking the bicycle, the instructions for using the facility must be followed. The user instructions for the correct operation of the locking system are available at [rad-box.vvt.at](http://rad-box.vvt.at) and are posted at the respective facilities on site. When placing the bicycle and bicycle accessories in the facility, the user must exercise the care required in traffic.
- d. The customer must keep the bicycle box locked at all times, even if no bicycle or other accessories are parked in it.
- e. The customer is obliged to additionally secure the parked bicycle against theft by locking the bicycle in the facility using at least a standard lock.
- f. The customer shall be entitled to store a bicycle and any necessary accessories (such as a child seat, rain gear, helmet or similar) in the bicycle box for the agreed duration. The use of the bicycle box is only permitted for this purpose. The customer is not authorised to store other items, in particular household effects and other rubbish, in the bicycle box.
- g. If the access and QR code is lost, the bicycle will only be returned upon presentation of a valid photo ID. Any additional costs incurred due to the loss of the code shall be borne by the customer. The customer is obliged to report the loss of the access and QR code to VVT immediately.
- h. The customer is not authorised to change the locking mechanism of the facility, for example by attaching their own locks outside the facility or manipulating it in any

other way. He/she is not permitted to carry out maintenance or repair work on the bicycle box as well as the associated locking system.

- i. The inside of the bicycle box shall be cleaned regularly without prior notice at the expense of the local authority. The unlocking and short-term emptying of the bicycle box for such cleaning work must be tolerated by the customer.
- j. The customer undertakes to vacate his/her booked bicycle box in the facility in good time at the end of the period of use. If the customer fails to fulfil this obligation, VVT shall be entitled to clear the bicycle box itself or have it cleared by a third party at the customer's expense and to take possession of the items brought in. The customer shall compensate VVT for any damage caused by the bicycle box not being vacated in good time. The customer shall not bear the costs of the evacuation and shall not be liable for damages if he/she is not at fault.
- k. In the event of suspected use in breach of contract, VVT shall be entitled to open the facility as such and the booked bicycle box in the facility itself or have it opened by third parties without the customer's consent. If use in breach of the contract is confirmed, VVT shall be entitled to clear the facility as well as the booked bicycle box in the facility itself or have it cleared by third parties and to take possession of the items brought in. The customer shall be liable to pay for the eviction unless he/she is not responsible for the use contrary to the contract.
- l. After clearing the bicycle box in the facility in accordance with j) or k), VVT or the local authority authorised by it shall store the items taken into possession for a maximum of 6 months. After expiry of this period, the items shall become the property of VVT without compensation. VVT reserves the right to store the items separately due to their nature, quality or value. The costs of safekeeping shall be borne by the customer if and to the extent that the customer is at fault for the safekeeping.
- m. The customer declares his/her intention to use the bicycle box regularly and mainly in connection with journeys by train and bus.

## **9. Obligations of the VVT**

- a. VVT is obliged to provide the customer with the parking space he/she has booked in the facility during the booked period.
- b. VVT shall ensure that the facility is in a condition in accordance with the contract for the entire term of the contract.
- c. VVT is obliged to notify the customer of any obvious errors in the booking process as soon as they are noticed.

## **10. Rights of the Customer due to Defects**

- a. The booked bicycle box in the facility shall be made available to the customer free of defects.
- b. The customer must notify VVT of any existing defects immediately after their discovery. The customer shall be obliged to compensate VVT for any damage caused by his/her failure to report the defect.
- c. VVT is obliged to remedy any defects occurring before or during the tenancy within a reasonable period of time, provided that the latter have been duly notified.
- d. The customer shall be exempt from paying the rent for the period in which the suitability is completely cancelled (in particular defective locking system), provided this is not due to force majeure (see point 13 lit b). The rent shall be reduced appropriately or, respectively, the customer shall be compensated in some other way for the period during which suitability is restricted. The excess rent paid in advance shall be refunded to the customer. However, this shall not apply if VVT was unable to remedy the situation due to the customer's failure to report a defect.

- e. Refunds shall be made at the latest within fourteen days of the day on which VVT receives the customer's notification of defect, provided that this notification is justified. For this refund, VVT shall use the same means of payment that the customer used for the original transaction, unless expressly agreed otherwise with the customer. The customer shall not be charged any fees for this refund.

## **11. Transfer to Third Parties**

The customer is not permitted to transfer the bicycle box in the facility to third parties, in particular subletting.

## **12. Liability**

- a. The customer shall be liable for all damage culpably caused by him/her to the facility as well as the bicycle box rented by him/her. The customer is also liable for any damage caused to VVT employees or other users of the facility as a result of behaviour for which he/she is responsible. The customer shall not be responsible for changes and deterioration resulting from contractual use. The customer is obliged to immediately report any damage caused by him/her.
- b. The liability of VVT, with the exception of liability for injury to the life, body or health of the customer, is limited to intent and gross negligence on the part of VVT or its legal representatives or vicarious agents. Insofar as the provision of a contractual service obligation is delayed due to an event over which VVT has no influence, such as force majeure and for damage caused by the customer himself/herself or by third parties (e.g. passers-by), VVT shall not be liable.
- c. No liability is accepted for bicycles, accessories or other items left in the bicycle box. Any lost property found must be reported to VVT and handed over. Furthermore, VVT accepts no liability for stolen items, even if the incident is due to a technical fault in the locking system. The customer is free to take out optional bicycle insurance for such cases at his/her own expense.
- d. The customer shall be liable in accordance with the statutory provisions for all damage caused by him/her to the bicycle box provided to him/her and the locking system. If the customer causes a technician to be called out due to improper operation of the bicycle box or the locking system, the customer will be charged for the resulting costs.
- e. In the event of technical faults or maintenance work on the bicycle box and the bicycle box is temporarily withdrawn from the customer's use, claims of any kind against VVT for any reason whatsoever (e.g. delay, default) are excluded. The customer's right to exemption from rent pursuant to point 11. lit d) shall remain unaffected by this. VVT shall endeavour to rectify the disruption at short notice.
- f. Furthermore, VVT shall not be liable for operational disruptions, in particular in connection with failures of the online booking platform or in the context of payment processing via a third party (Paypal, credit card provider, etc.).

## **13. Extraordinary Termination for Good Cause**

Both the customer and VVT may terminate the rental relationship in writing without notice for the following important reasons if

- a. insolvency proceedings are opened against the assets of the other contracting party or an application for the opening of such proceedings is rejected for lack of assets to cover the costs, or



- b. the other contracting party breaches obligations arising from this agreement and does not cease its behaviour in breach of contract even after a reasonable grace period (in relation to the agreed total period of use) has been set.

#### **14. Choice of law**

This contract is subject to Austrian law. For consumers within the meaning of the Austrian Consumer Protection Act (KSchG; Konsumentenschutzgesetz) who have their domicile or habitual residence in Austria, the jurisdiction of the court in whose district the domicile or habitual residence is located at the time the contract is concluded shall apply.

#### **15. Contact Person**

Verkehrsverbund Tirol GesmbH  
Sterzinger Straße 3  
6020 Innsbruck  
From Monday to Friday 7:30 a.m.- 06:00 p.m.  
Tel: +43 512 56 16 16  
E-mail: [info@vvt.at](mailto:info@vvt.at)