

GENERAL TERMS AND CONDITIONS OF TRANSPORTATION FOR FESTUNGSBAHN FUNICULAR

- 1.** The conditions of transport are an integral part of the transportation contract. They apply to the transportation of people and goods alike as well as to the conduct in the railway area.
- 2.** The fulfilment of the transportation contract and thus the effectiveness of the subject-matter conditions of transport commences upon entering and completes upon leaving the parts of the facilities dedicated to the operation of the funicular.
- 3.** By purchasing the ticket, the passenger acknowledges the conditions stated below and he is obligated to comply with it.
- 4.** A violation of the conditions of transport may also result in liability claims.
- 5.** The funicular company is required to carry out the transportation in accordance with the schedule, provided that
 - a.** currently valid legal regulations and conditions of transport as well as the instructions of the funicular company, which serve public safety and order, are being complied with, and
 - b.** the transportation is not prevented by circumstances which the funicular company cannot avert and which it cannot remedy.
- 6.** Intoxicated persons and those, who do not comply with the provisions of these conditions of transport and any instructions issued beyond these provisions by the funicular company in order to maintain public safety and order, or who are obviously incapable of doing so due to their particular physical or mental condition, are excluded from transportation.
- 7.** Transportation is served by regular rides according to a particular schedule and additional rides as needed. Additional special rides are subject to the discretion of the funicular company.
- 8.** Passengers must be in possession of a valid ticket. As a rule, these are not transferable, though exceptions are determined in the fare schedule. The period of validity of the ticket is printed on these or determined by the fare schedule.
- 9.** The ticket must be presented upon demand to the staff members of the funicular company. If a ticket is in such condition that the validity can no longer be determined, then a new ticket must be purchased.
- 10.** A passenger, who is found not to be in possession of a valid ticket after the commencement of the ride, must pay not only the amount payable for such a ticket for this ride, but also an additional surcharge as determined in the fare schedule, regardless of possible criminal prosecution. The commencement of the ride is defined as the entering and exiting of the control zone or the railway facilities.
- 11.** If the abusive use of a ticket is attempted or carried out, then apart from possible criminal prosecution, the ticket will be seized without reimbursement and an additional surcharge as determined in the fare schedule will become payable.
- 12.** If a passenger refuses the immediate payment of the ticket or the additional surcharge, then the staff members of the funicular company are authorized to demand the presentation of identification and to exclude him from the ride.
- 13.** Tickets, which have been lost, will not be replaced.
- 14.** If the transportation is not carried out for reasons, which are the responsibility of the funicular company, or for reasons listed in item 5 b), then the fare for a single ticket is refunded in its entirety, or otherwise partially, unless the validity of the ticket also extends to other facilities of the funicular company or other facilities, which are part of the fare association. The extent of the refund is determined by the fare schedule.
- 15.** If the transportation is not carried out for reasons, which are the responsibility of the passenger, then there is no right to a refund of the fare price.

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16. The following applies to the behaviour of the passengers before, during, and after the transportation:

- a. Passengers must generally behave in a manner, which does not endanger the operation of the funicular and the passengers, or disturb public order and the operation in general.
- b. Passengers may only enter areas, which are intended for public access or parts of the facilities and rooms within the stations, which are open to passengers.
Entering and exiting is only permissible at the intended locations. These are the upper and lower stations.
The middle station is subject to the provisions according to item 23.
- c. After the station doors open, passengers must enter the funicular cabin as quickly as possible. The area around the doors must subsequently be kept clear.
- d. The doors of the cabin are closed automatically. Preventing or obstructing the opening or closing of the doors is prohibited. Persons who require assistance with entering or exiting must explicitly inform the station staff.
The „EMERGENCY OPENING“ of the cabin doors through the emergency release mechanism by passengers is only permitted in case of serious emergencies (e.g. in case of fire) when the funicular is not moving.
- e. Smoking is prohibited in the stations and during the ride.
- f. If the ride of the funicular stops unexpectedly, then passengers should remain calm and wait for instructions by the staff members of the funicular company. Holding or throwing items out during the ride is prohibited.
- g. After the ride terminates, the platform shall be vacated expeditiously into the indicated direction.
- h. Any prohibitions, commands, and notices, which are relevant for passengers of the funicular and which are explained through pictograms, must be strictly observed.

17. Passengers may take carry items with a total weight of up to 10 kg, which can easily be carried and are not bulky.

18. Persons, who have damaged or soiled the facilities, vehicles or other property of the funicular company, are responsible to pay for the repair or the clean-up. Deliberate or intentional damaging will also be subject to prosecution.

19. Animals may be admitted for transportation, if it can be expected that their transportation does not affect the safe operation, if the owner can safely control the animal during transport and if no other passengers on the same ride object to its transportation.

20. Goods or luggage will only be accepted upon prior special agreement. Luggage will not be accepted for storage.

21. Transportation of goods:

Goods will only be accepted for transportation by agreement. The transportation of goods may be refused if the condition of the facilities or the operation do not permit it, or if the transportation could endanger the secure existence and operation of the funicular.

The following items are excluded from transportation:

- a. Goods, which require special equipment for loading;
- b. Goods, whose transportation is likely to cause soiling or damages to the cabin according to the assessment by the funicular company;
- c) Items which are not suitable for transportation due their dimensions, their weight or their characteristics;
- d. Goods, whose transportation is prohibited according to current legal provisions;
- e. Goods, which according to the [Austrian] Federal Law regarding the road transportation of dangerous goods [German acronym: GGST], Federal Law Publ. 1979/209 in its current version, are deemed to be dangerous goods, may be transported, provided that their weight and space requirements permit it.

22. The loading and unloading of goods have to be arranged by the sender or the recipient, if the instructions of the operational management and its staff members are observed and complied with.

23. Entering and exiting at the middle station:

Entering at the middle station is only possible for certain types of people. The selection of these people is the responsibility of Salzburg AG. Exiting at the middle station is possible for all passengers, if they comply with the conditions of transport. However, there is no obligation that the transportation to the middle station will be carried out during the next possible ride.

The decision as to whether there will be a stop at the middle station is made solely by Salzburg AG.

The wish to exit at the middle station must be disclosed clearly and in a timely manner (upon buying the ticket) to the staff members of the funicular company.