**ÖBB Business Offer**

**General Terms and Conditions**

We hereby agree the basis of our business relationship with these General Terms and Conditions (GTC).

The GTC shall be applicable with effect from conclusion of the contract with regard to the ÖBB Business Tariff offer, according to section 1.4, and shall supplement the business account provisions in the “Manual for ÖBB Journeys in Austria” (in particular section C10 thereof), hereinafter referred to as the “Manual” for short.

Further information can be found at oebb.at.

1. **Requirements**

1.1 We provide our business customers with a special offer. The following customers can take advantage of the ÖBB business offer as a business customer:

- Businesses, as defined in the Austrian Commercial Code: proof of business must be provided by forwarding an extract from the Commercial Register, a trading licence or other proof of entrepreneurial activity.
- Associations as defined in the Law on Associations: proof shall be provided by forwarding an extract from the register of associations.
- Recognized public institutions (e.g. schools or universities)

1.2 You have to disclose the following data at least for the purpose of registration:

- Company/association/institution name
- Optional: identification number (e.g. VAT ID no., ZVR [Central Register of Associations] number, or previous customer account number)
- Contact person
- Address
- Payment method
- Unique email address (email address not yet used in the ticket shop)

1.3 The ÖBB Business Offer is intended for personal use and does not serve as a model for agents. We provide separate offers for agents. In the event of the ÖBB Business Offer being used contrary to the contract and therefore improperly, we reserve the right to terminate the contract without notice.

1.4 Register online at oebb.at, to log on for use of the ÖBB Business Offer. The contract will be concluded once we have checked and accept your application for the ÖBB Business Offer, which we are not obliged to do. The ÖBB Business Tariff can only be used following release by contract acceptance. You will receive confirmation from us once you are able to use the ÖBB Business Tariff and Business Offer.

2. **Usage and fair-use policy**

2.1 You can book tickets at the ÖBB Business Tariff, including for the following reasons:

- Business trips and company outings for employees of the company – journeys carried out within the framework and interests of the operations of the company.
- Journeys for members of the association, in compliance with the purpose of the association
- Journeys for employees of a public institution within the framework and interests of the operations of the public institution.
- Use for private journeys is excluded – we have a separate offer for our end customers for this purpose.

3. **Distribution channels and booking**

3.1 Booking of tickets at the ÖBB Business Tariff is possible via selected distribution channels:

On the ÖBB business account at tickets.oebb.at

- via the ÖBB Ticket App, only the purchase of an already booked ticket is possible;
- On serviced ÖBB distribution channels, e.g. ticket offices or ÖBB customer service – payment is confirmed by means of time-limited TAN, which can be generated in the business account in advance as required;
- On partners’ booking channels (please note that you can only use payment options offered by the relevant partners and may incur charges)

4. **Changes**

4.1 We will inform you of any changes to the GTC in writing by email. You shall be deemed to have accepted the changes unless you: object in writing within 14 days of having received the letter of amendment. We will inform you in the letter of amendment of the 14 day objection period and of the fact of changes taking effect, unless you object thereto. If you object, both parties are entitled to terminate the contract with immediate effect. In this case your business account will be irrevocably deleted.

4.2 Please notify us immediately of any change to your customer data, for example company name, address or email address. If you fail to inform us, all documents and declarations forwarded to the last disclosed address or email address shall be deemed received.

5. **Cancellation and termination of the contract**

5.1 You are entitled to terminate the contract in writing at any time with a notice period of two months. We will inform you of the end of the contract and the last day of use. Reactivation of a terminated account is not possible. However, you can re-apply for an ÖBB business account provided you fulfil the requirements.

5.2 If you fail to book any tickets for a continuous period of one year or fail to achieve the minimum turnover according to Manual C.10, we are entitled to cancel the contract and delete the account.

5.3 We are entitled to terminate the contract by observing a notice period of two months and without giving reasons.

5.4 We can also cancel the contract with immediate effect for the following reasons:

- In the event of any improper use of the Business Offer, for example according to sections 1.3 and 2
- Breach of the GTC or provisions of the Manual, in particular D.1.5.4, C.10
- Late payment (non-payment or late settlement of an invoice following a reminder)
- The account or currency stored for accounting does not have sufficient cover
- Initiation of insolvency proceedings, where legally permissible

6. **Applicable law**

6.1 Austrian law applies to our contracts, with the exception of conflict of law rules of international private law and the UN Convention on Contracts for the International Sale of Goods. The place of performance and court of jurisdiction is Vienna, unless a consumer transaction arises, pursuant to § 1 of the Consumer Protection Act.

7. **Liability**

7.1 We are only liable for our employees in case of intent and gross negligence.

7.2 Business account data, such as access data, shall be transferred to third parties at their own risk and expense. We do not assume any liability for bookings made improperly or not in your interests by third parties.

8. **Data protection**

8.1 Data protection is a matter of trust and your trust is important to us. You can find information on how we process and use your data in our data privacy statement, which can be viewed at http://www.oebb.at/static/tarife/index.html. As a business customer, you and/or your employer are solely responsible for which data you share and use. In contrast, we are responsible for booking and arranging the journey.

9. **Contact**

9.1 Please send declarations to ÖBB Personenverkehr AG. Contact data are available at oebb.at.