



Car sharing and rentals

Customer Agreement and Terms of Use

tim Linz

Last updated: September 2020



täglich. intelligent. mobil.

Ein Service der
LINZ AG LINIEN

AGREEMENT

1. Subject of the agreement

LINZ LINIEN GmbH – für öffentlichen Personennahverkehr (hereinafter referred to as **tim**) rents out vehicles (as **Provider**) to registered customers or car sharing members (hereinafter referred to as **customers**) subject to their availability for short term (car sharing) or long term (car rental) use. The conditions of the present agreement apply to the rental of vehicles in stationary car sharing, characterised primarily by predetermined pick-up and drop-off stations or areas. The present agreement regulates the registration (i.e. the conclusion of a customer contract) and the rental of car sharing vehicles as well as rental cars from **tim**. The cost is determined by **tim**'s list of prices and fees as amended (the version applicable at the time of contract conclusion is attached to the contract). The conclusion of the customer contract does not entitle the customer to the prices and fees in force at the time of registration. At all times, the current prices and fees at the time of each individual rental apply.

2. Customers

Customers are natural or legal persons or non-corporate entities, who have duly registered with **tim** and concluded a valid customer contract (membership).

3. Groups of participants / household membership

Participants who live in one household can constitute a group of participants consisting of one primary customer and one or more secondary customers. For groups of participants, the conditions set out in the list of prices and fees (under groups of participants) apply. The primary customer is the addressee for explanations and notifications from **tim** for the group. The participants of a group accept joint and several liability for all claims by **tim** in relation with the customer contract.

4. Membership / membership card – access media

Membership of **tim** entitles the customer to book and use the car sharing vehicle or rental car anytime and around the clock against payment of the corresponding tariff and subject to availability. For the time of his upright membership, each customer is provided with an access medium (membership card) and/or access data, which allows access to those vehicles equipped with access technology once a customer code has been set and the corresponding smartphone app has been installed. The membership card provided to the customer remains in the possession of **tim** and must be returned upon request. The access medium, access data and/or the customer code must not be passed on to a third person with the exception of legal persons (i.e. within a company/organisation) (cf item 5 Authorisation to drive). The customer commits to keep his access data and customer code strictly confidential and to not disclose it to third persons. A loss of the card must be signalled in person or by telephone to the **tim** service centre immediately or by e-mail to office@tim-linz.at. The customer is liable for any damage caused by the loss or passing on of the access medium, access data and/or the customer code, especially if this facilitates a theft of vehicles. In case of loss, the customer shall have to pay a handling and processing fee according to the list of prices and fees. **tim** reserves the right to claim compensation for actual damage caused if it exceeds this amount. If the customer is provided with more than one membership card / access medium, this regulation applies analogously to all of them. Where the vehicles provided are not equipped with access technology, the customer will be provided with the car key when taking over the vehicle from **tim** or via a key slot in a key safe after entering the customer code. The key must be turned in to **tim** when returning the vehicle or inserted into the corresponding slot in the key safe.

The minimum contract period is 12 months upon signature of this agreement. After this first year, the contract may be terminated at the end of each month subject to a one month notice period. For termination, a duly signed notice of termination must be sent to LINZ LINIEN GmbH – für öffentlichen Personennahverkehr, Wiener Straße 151, 4020 Linz or emailed to office@tim-linz.at. In case of changes in the car sharing tariffs, a termination before the end of the contract period is possible as explained in item 18.

tim may disable the access medium of a customer, deny the conclusion of a customer contract or terminate a customer contract for the following objectively substantiated reasons:

- in case of reasonable doubt concerning the creditworthiness/solvency or the alleged identity of the customer;
- in case of a reasonable suspicion that the tim service is misused or used with fraudulent intent;
- in case of a violation of the terms of the contract and serious breach of important contractual duties; and
- in case the customer defaults in payment (despite reminder and under the threat of suspension and after a respite of a minimum of 14 days was granted).

5. Authorisation to drive

Only persons who have concluded a customer contract with the Provider ('customers') are authorised to drive the cars. If the customer contract was concluded with a legal person (company customer accounts), the contract must specify the natural persons who shall be authorised to book and drive the vehicles in the name and on account of the company and who will use the corporate **tim** card. Legal persons shall also be able to obtain personal cards for individual employees. The cost per card is specified in the list of prices. In case of company customer accounts, the party to the contract (customer) shall assume liability for the authorised persons and responsibility for their and his own actions. The Provider may withdraw the authorisation to drive from the customer or authorised persons in case of improper use of the vehicles. The Provider reserves the right to restrict the validity period of a membership card / access medium and to only renew it upon presentation of the customer's original driver's licence and/or to suspend the authorisation if the customer fails to present his driver's licence despite being requested to do so until the driver complies with the request.

6. Terms and conditions for taking over vehicles / authorisation to drive

The customer and the authorised persons commit to always carry their original driver's licence when using the vehicles. The authorisation to drive as detailed in item 5 of the present customer agreement is linked to a continuous and uninterrupted ownership of a driver's licence of the category B valid in Austria as well as the compliance with all the terms and individual conditions set out therein. The withdrawal, the temporary seizure or the loss of a driver's licence automatically entails the immediate expiration of the authorisation to drive. Membership as such is not interrupted. The customer or authorised person must be fit to drive according to the legal provisions at the time he takes over the vehicle. In case a customer drives without a valid driver's licence or is unfit to drive because he is under the influence of alcohol, drugs or medicine, **tim** is to be considered free of any liability except its liability as keeper of the vehicle according to the Austrian law on the liability of railway and motor vehicle keepers (EKHG). The customers generally commit to use the vehicles in accordance with the pertinent legal provisions, especially the Austrian road traffic regulations (StVO), the corresponding implementing regulations and the special provisions of other countries, provinces and communities.

7. Payment conditions

The customer will be charged and debited handling fees and admission fees, the vehicle usage tariffs for his journeys and those of authorised users as well as service charges according to the list of prices and fees currently in force and usually in monthly intervals. Changes in the list of prices and fees will be made after

thorough evaluation of the economic situation, i.e. crude oil prices, maintenance costs, acquisition costs, etc. Any such changes shall be published on the **tim** website.

The monthly invoice sent to the customer by the Provider is due for payment within 30 days of the date of issue. Once this time has elapsed, the customer is liable to pay handling charges and default interest, while the right of the Provider to claim compensation for damages caused by the default shall remain unaffected. Driving time credits remain valid for 12 months unless the customer was informed about a shorter validity period at the time the credit was given. Depending on the choice of the customer, the Provider shall either demand payment of the relevant amount by monthly invoices or collect it in the course of the following month by direct debit mandate (SEPA direct debit scheme) provided the customer has authorised him accordingly. In case of SEPA direct debits, the customer has to issue the corresponding direct debit mandate bearing his IBAN and BIC code. If a direct debit cannot be collected due to the account not providing sufficient funds or for other reasons within the responsibility of the customer, the Provider may charge the customer the actual cost of such incident or a fee according to the list of prices and fees, unless the customer is able to provide evidence of lower cost. The Provider may assign his claims anytime to a third party (collection service).

The cost a customer incurs for refuelling a conventional car sharing vehicle (fuel receipts must be issued in Austria) shall be set off from his monthly invoice in the following month upon submission of the original receipt at the service centre. If the fuel cost exceeds the total of the monthly invoice, the difference shall be transferred to the bank account of the customer in the course of the month. To allow such transfer, the customer must fill in a form to communicate his bank details (IBAN and BIC), unless **tim** has already received the customer's bank data in connection with a SEPA direct debit mandate..

Any objections to invoices must be made in writing and sent to office@tim-linz.at or to tim Service Centre , Wiener Straße 151, 4020 Linz.

8. Inspection of the vehicle before the journey

The customer is aware of the fact that the vehicles are not inspected by the Provider in between individual journeys. The customer is obliged to inspect the vehicle before the journey for visible defects/damages and to check the state of the vehicle against potentially existing prior damage according to the list of damages. For electric cars, this obligation to inspect shall include also the charging post and the charging cable. Any new defects or damages not yet listed in this vehicle report must be reported to **tim** by phone call before the journey; the same applies to heavy soiling.

9. Rules for the use of the vehicles

The customer must handle the vehicle with care and according to the instructions in the handbooks and the trainings received by **tim** expert staff. He shall also check tyre pressure and adjust it if necessary. The vehicle shall be clean when returned and properly protected against theft. Smoking is not allowed in the vehicles. For excess soiling of the outside and interior of the vehicle, the customer will be charged the cost of special cleaning or a fee according to the list of prices and fees. In this context, soiling shall refer particularly to stains, waste, green waste, ash, tobacco smell and dirt from transporting animals or similar contamination.

When transporting children, customers are obliged to use the mandatory booster seats / child safety seats and to respect all manufacturer's instructions regarding the installation of baby seats on the front passenger seat / the rear seats.

The vehicles contain all safety equipment stipulated in the Austrian road traffic regulations (StVO) (i.e. breakdown triangle, first aid kit, high-visibility jackets) and a valid road tax sticker (vignette) for Austrian toll roads. Each customer shall be responsible for correctly using said equipment.

Customers must not

- undertake repairs or modifications on the car sharing or rental vehicles,
- remove items which are part of the vehicle equipment,
- return the car with a deactivated passenger airbag.

The vehicle may only be used on properly surfaced roads and tracks belonging to the network of public roads. The use of the vehicles for motor sports, test purposes, driver trainings, commercial transport of people and goods as well as the use for illegal purposes is prohibited. Also, the transport of hazardous substances according to the Austrian law on the transport of hazardous substances (*Gefahrgutbeförderungsgesetz, GGBG*) is prohibited. In case a vehicle is obviously in an unfit state to be driven, it must not be used. Sub-renting a vehicle is prohibited. The customer shall not be allowed to tow other vehicles of any kind.

In case a warning light is illuminated on the dashboard, the customer shall immediately bring the vehicle to a halt and call the **tim** service hotline to determine whether or not he can continue the journey. In this case, the customer must inform **tim** of the exact location of the rented vehicle upon request and allow its inspection.

For conventional car sharing vehicles, the cost of fuel shall be reimbursed by **tim**, provided the cost is documented by a plausible bill corresponding to the distance driven and fuelling took place at an Austrian service station (see item 7). The original receipts must be handed over at the service centre within 60 days indicating the customer number and name or per post to the **tim** service centre. Each car sharing vehicle must be returned with a minimum tank content of 25 %. If not, a **tim** employee will have to fuel the vehicle which shall entail a fee according to the list of prices.

Rental cars are taken over with a full tank and have to be returned with a full tank, with fuelling taking place at the expense of the customer. A customer failing to comply with this rule for rental cars shall also be charged an extra fee (according to the list of prices) for refuelling by a **tim** employee in addition to the cost of fuelling.

Charging electric cars with a **tim** card at publicly accessible charging stations is allowed exclusively for **tim** vehicles. Charging a private electric car with a **tim** card is not allowed. The **tim** card gives access to all charging stations of the Austrian Federal Association for Electric Mobility (*BEÖ*). These charging stations can be found at <https://e-tankstellen-finder.com/at/de/partner/index/linzag>. The charging cost is included in the tariffs and is not separately invoiced.

If not provided in the cars anyway, special equipment such as children's seats or snow chains are available upon request and free of charge. Such equipment is to be picked up at and duly returned to the service centre upon the end of the booking.

In case a customer witnesses a non-authorized vehicle at the **tim** parking site, he shall immediately contact the **tim**-service centre and follow the instructions of the staff.

10. Going abroad

The use of car sharing vehicles and rental cars is limited to Europe. It is the sole responsibility of the customer to comply with any legal obligations with regard to the vehicle itself, traffic regulations and any other requirements regarding the permission to drive that may apply beyond the Austrian borders and the customer shall hold the Provider free and harmless from any claims.

Electric vehicles cannot be charged outside of Austria using the **tim** card. The customer shall be responsible for finding charging stations and charging the vehicle at his own expense abroad.

Fuel costs incurred abroad for car sharing vehicles shall not be reimbursed. The fuel costs for **tim** rental cars must generally be borne by the customer.

11. Booking, cancellation

Membership does not entitle the customer to permanent availability of car sharing or rental vehicles. A potential malfunction/unavailability of one or more car sharing or rental vehicles at a multimodal node shall not give rise to claims for compensation. The same applies to a loss of the card, accidental damage as well as service and maintenance intervals, a late return by the previous user, technical deficiencies of the vehicle or the charging post as well as force majeure events. Customers are not entitled to a specific vehicle. **tim** reserves

the right to provide a vehicle of the same or a superior category or type than the one booked. The vehicles displayed in the online booking process are examples and may differ from the ones actually provided.

The use of the vehicle requires previous booking of the desired driving time. All bookings are to be made via the booking platform. Tim reserves the right to charge an extra fee of EUR 5,- for bookings which are made not via the online booking platform but by telephone. Vehicles can be booked within a timeframe of a maximum of 30 days up until immediately before the beginning of the journey, provided there are vehicles available at the desired start time. Continuous bookings are limited to a maximum of 30 days.

The customer may cancel a booking at any time and also renew it, provided the vehicle has not yet been booked by another customer and the extension was booked before the end of the originally booked time..

In case a customer objectively misuses this rule, **tim** reserves the right to charge a handling fee according to the list of prices.

Using a vehicle without prior booking or at another than the booked driving time is not allowed and shall have legal consequences as explained in item 13.

Temporary unavailability due to technical problems or disruptions cannot be ruled out entirely.

12. Returning the vehicle

The customer is obliged to properly return the vehicle once the booked driving time has elapsed. A return is considered properly executed if the vehicle has been parked at the agreed drop off point with all the documents and pieces of equipment inside and is properly closed (doors locked, windows closed, steering wheel lock in place and locked, lights off). If a car key was necessary to operate the vehicle, this key must be deposited at the location indicated. Electric vehicles must be connected to the corresponding charging post using the charging cable provided for this purpose.

The Provider shall not be liable for objects left in the vehicle.

13. Late returns

In case the customer cannot meet the return time indicated in his booking, he must extend the time frame before the originally booked driving time has elapsed. In case such a renewal is not possible because the vehicle has been booked by someone else in the meantime and the customer effectively fails to comply with the booked return time, the customer shall inform tim without delay. **tim** shall have the right to charge the customer for the time exceeding his originally booked driving time. In case a vehicle is returned late, **tim** shall also have the right to charge a compensation fee depending on the length of the delay and according to the list of prices and fees instead of charging the actual compensation.

14. Technical intervention

In case a customer causes a problem which requires technical intervention by inappropriate use of the vehicle or the access technology, by not complying with the proper operation of the vehicle or the rules stipulated (particularly with regard to insufficient charging of electric vehicles, failing to switch off electricity-consuming devices, repeatedly entering the wrong code) he may be charged the corresponding fees according to the list of prices and fees as well as the actual cost of repairing the damage caused.

15. Insurance

The provider takes out a liability insurance and comprehensive cover including passenger insurance for all vehicles. In case of self-inflicted damage, the customer shall bear the deductible according to the list of prices and fees. Furthermore, all **tim** vehicles enjoy Europe-wide mobility guarantee of the respective manufacturer. For further information, please refer to <https://www.volkswagen.at/service-zubehoer/volkswagen-service/mobilitaetsgarantie/mobilitaetsgarantie-und-notrufnummer> bzw. <https://www.skoda.at/service/garantie/mobilitaetsgarantie-plus> .

16. Accidents, theft and the duty to inform the police

After an accident, theft, fire, collision with wildlife or other damage, the customer has to comply with the legal regulations and must notify the police, especially if a third person is concerned either as a damaged third party or (co)responsible party or if third party property has been damaged. In case of damage involving a third party, the customer must not acknowledge any fault, assume liability or make any similar declaration which may have a binding effect on **tim**. The customer is obliged to inform **tim** immediately about the incident by telephone and later on submit a comprehensive written explanation covering the incident in all due detail and accuracy. Any damage where the customer or the authorised person has not suffered any injury must be declared in writing within seven days of the accident (accident report form). Should the customer fail to submit such written notice to **tim** within this timeframe, **tim** may charge the customer the resulting extra cost. Should the insurance company be unable to settle the costs of the accident due to the customer failing to provide relevant information, **tim** reserves the right to charge the customer the entire costs resulting from the accident including injury to persons, damage to objects and vehicles. Irrespective of his fault, the customer may only leave the place of the accident once the police have concluded their work and the securing of the vehicle has been arranged with the **tim** service centre.

Furthermore and for any damage event, the customer is obliged to submit a written accident report and the relevant police reference number. Even in case of an accident, the booking is deemed concluded only after the due return of the vehicle and the price shall be calculated accordingly. If, after an accident, the vehicle is not ready for use or roadworthy, the booking shall be deemed concluded once the vehicle has been handed over to towing services and subject to approval by **tim**.

17. Customer liability

The customer shall be liable according to the law if he damages or steals the vehicle and also if he does not comply with his duties as stipulated in the customer agreement. His liability also extends to incidental costs such as expert's fees, the cost of towing, loss of value and loss of use. In case the customer has excluded or limited his accident liability towards the Provider by means of agreeing individual insurance benefits, he remains liable in all cases of intent and in cases resulting in the loss of insurance cover due to wrongdoing of the customer or authorised person. In case of damage resulting from gross negligence on behalf of the customer, he shall be liable to an extent corresponding to the gravity of his fault up to the total amount of the damage.

There is no insurance cover for damage caused to the vehicle through operating errors, especially damage caused by **misfuelling**. Any agreed limitation of liability is thus void and the customer is liable to pay the full amount in compensation. The customer is responsible for the actions of the authorised persons in the same way, as he is responsible for his own actions.

The customer is personally liable for any breach of traffic law (e.g. violation of road traffic rules) within his responsibility. He also bears the cost resulting for the Provider from dealing with such traffic violations and administrative offenses. Unless the customer is able to bring forward evidence, that the handling was less costly, the Provider may refrain from calculating the cost and charge a predetermined handling fee according to the list of prices and fees.

The customer is obliged to inform the Provider without delay about any changes in his address or other customer data (bank data, contact data). The Provider may charge the actual cost or a set fee according to the list of prices for investigating the address, unless the customer presents evidence for lesser cost. In case the contact data are demonstrably outdated (e.g. an email was undeliverable or a mobile phone number does not work), the Provider reserves the right to temporarily close the customer account.

When using an electric vehicle, the corresponding charging cable must be in the car during the entire driving time. Any cost resulting for the Provider from a non-compliance with this rule shall be passed on to the customer. Furthermore, the Provider is entitled to charge the customer for salvaging vehicles as well as their loss of use resulting from non-observing the charge level/fuel level and remaining range.

18. Prices, changes in the list of prices and fees

Any parking violation ticket and administrative penalty shall be passed on to the customer and/or the relevant driver data submitted to the investigating authorities. Customers, who fail to pay their penalties or do not ensure sufficient funds on their relevant accounts for direct debiting shall be excluded from booking via the booking platform until they settle any open payments and membership fees. A one-off handling fee shall be charged according to the list of prices and fees.

Prices indicated on the booking platform in the course of the booking process are to be considered reference prices only. The final invoice will be established on the basis of the actual driving time and the distance driven. **tim** reserves the right to modify the car sharing membership terms and prices anytime. Such changes shall be published on the **tim** website. Car sharing members shall then have 4 weeks to object to the changes. Should no objections be raised, the changes shall be deemed agreed. In case an objection is raised, both parties to the contract shall have the right to terminate the car sharing membership subject to a 4-weeks' notice period.

19. Miscellaneous provisions

Any conflict arising from this contractual relationship shall be subject to Austrian substantive law under the exclusion of its conflict of law provisions. The only place of jurisdiction shall be the competent court in Linz. For customers who are consumers in the sense of the Austrian consumer protection act (KSchG) and who have their main residence or workplace in Austria at the time of the commencement of legal action, the competent court is one that is competent for the judicial district where the customer has his main residence or workplace. The applicability of UN CISG (United Nations Convention on Contracts for the International Sale of Goods) is excluded.

If any provision of this agreement is held to be or has become invalid, ineffective or unenforceable as a whole or in parts, the effectiveness and enforceability of the remaining provisions hereof shall remain unaffected. The provision held to be invalid, ineffective or unenforceable shall be replaced, if legally admissible, by an effective and enforceable provision which comes closest to the purpose, extent, time, place and range of applicability of the original provision considered to be invalid, ineffective and unenforceable. The same applies analogously for potential omissions in the present agreement. In case the contractual party is a consumer in the sense of the Austrian KSchG, the invalid provision is replaced by a valid provision, foreseen by law in consumer cases.

All tim vehicles are equipped with GPS and may be tracked if necessary.

20. Information on data protection

The privacy statement of LINZ LINIEN GmbH für öffentlichen Personennahverkehr can be retrieved from www.linzag.at/datenschutz/linien. Additionally, it can be consulted in person at the LINZ AG Service Centre (Wiener Straße 151, 4021 Linz) or requested per email at datenschutz@linzag.at.

Contacts and Links

tim Service Centre

Wiener Straße 151, A-4021 Linz

phone: +43 732 3400-7733

office@tim-linz.at

Office hours:

Monday to Thursday: 8 a.m. to 5 p.m.

Friday: 8 a.b. to 1 p.m.

Website

www.tim-linz.at

tim Service and emergency number (24 hrs)

Hotline: +43 732 3400-7733

STROM MOBIL charging station disturbance number:

+43 732 3400-8080 | strommobil@linzag.at

Links and further contacts

Charging station finder:

linzag.at/ladestellen

VW & Skoda mobility guarantee:

www.volkswagen.at/service | www.skoda.at/mobilitaet

Shared Taxi (AST) Linz:

+43 732 66 12 66 | www.linzag.at/AST

ANNEX:
List of Prices and Fees for Car sharing & Car Rental
PRICES AND FEES

Prices incl. VAT

CAR SHARING

Price per hour	e-Golf / Skoda Fabia estate car
1st and 2nd hour	€ 5,-/h
3rd and 4th hour	€ 8,-/h
5th – 8th hour	€ 10,-/h

Prices include 80 km (each additional km costs € 0,15)

Pricing by day

9th – 24th hour	€ 88,-
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Prices include 80 km (each additional km costs € 0,15)

Weekend tariff

Friday 2 p.m. – Sunday 10 p.m.	€ 120 ,-
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Price includes 200 km (each additional km € 0,15)

MIETWAGEN

Rental car for one or more days, per day	Skoda Octavia estate car
1-2 days	€ 85,-/day
3-5 days	€ 80,-/day
6-8 days	€ 75,-/day
9-13 days	€ 70,-/day
14-21 days	€ 65,-/day
Additional day	€ 25,-/day

Weekend tariff

Friday 2 p.m. – Sunday 10 p.m.	€ 135 ,-
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 Your **tim** card also entitles you to fare reductions for the shared taxi service **AST!**

Fees

Prices incl. VAT

Fixed fees

One-off registration fee	€ 15,-
Monthly fee *	€ 7,-

* 50% reduction for persons living in the same household

Other charges

Insurance deductible (in the event of damage)	€ 750,-
Late return – without notice	€ 100,-
Late return – with timely notice ¹	€ 20,-
Late return – with timely notice ²	€ 10,-
Wrong parking space at return / Change of parking space because vehicle parked irregularly	€ 30,-
Cleaning due to soiling/smoking etc. – according to actual cost	from € 50,-
Handling fee in case of tickets, accident/damage etc.	€ 30,-
Loss of tim card ³	€ 30,-
Refuelling because tank level lower than 25% / electric vehicle not properly charged after use	€ 20,-
Replacement of vehicle documentation	€ 30,-
Service call for fault caused by the customer (e.g. battery empty), per hour	from € 30,-
Issuing of a print-out invoice	€ 4,-
Processing fee	€ 15,-

¹ following user is affected ² following user is not affected

³ Personal access card for using tim products

The prices and conditions indicated here for deductibles and additional services may be changed without prior notice. Last updated: September 2020