

General Terms and Conditions of VERBUND Tourismus GmbH (hereinafter also referred to as VTO)

Toll roads

Section 1: Validity of the General Terms and Conditions

1.1. These General Terms and Conditions ("T&Cs") apply to services ("Services") provided to visitors or other road users ("Contracting Parties") by VERBUND Tourismus GmbH with the business address Europaplatz 2, 1150 Vienna, Austria ("VTO") – Contact information: Phone number +43 (0) 50 313 23201, email address tourismus@verbund.com, commercial register no. FN 64940 a, Commercial Court of Vienna, VAT ID. ATU36804801.

1.2. The service consists in particular of the use of feeder roads to VTO's main sites on the Malta high alpine road (Brandstatt 36, 9754 Malta) and Schlegeis Alpine Road (Zillertal Straße 69, 6295 Finkenberg).

1.3. By paying a road use fee for the use of feeder roads (toll ticket) online or at the toll booth, a contract is concluded between VTO and Contracting Parties.

1.4. Drivers who refuse to pay the calculated fare (or the price according to the current fare list) at the toll booth will be denied passage through the toll booth. VTO rejects any claims for damages arising from any corresponding refusal of passage.

1.5. VTO provides its services exclusively in accordance with these T&Cs. VTO considers any deviating terms and conditions from Contracting Parties or any changes and/or additions to the T&Cs by Contracting Parties to be irrelevant and invalid, unless VTO expressly agrees to their validity in writing.

Section 2: Service description

2.1. VTO provides the following services in connection with the Malta high alpine road: The excursion destination can be accessed via the Malta high alpine road, which is a toll road. The fee for using the road (toll ticket) is paid at the Brandstatt toll booth and entitles the purchaser to drive to the Kölnbrein Dam, the Berghotel Malta and the Kölnbreinstüberl and use the parking spaces. When staying overnight at the Berghotel Malta, the toll fee is included in the overnight rate.

2.1.1. The terms and conditions specifically agreed for the Berghotel Malta, available at on the website at <https://www.berghotelmalta.at/en/agb>, apply to services related to Berghotel Malta.

2.1.2. Additional services and benefits are offered in connection with the Kärnten Card (KC). The terms and conditions for the Kärnten Card – available on the company's website at <https://www.kaerntencard.at/winter/en/agb/> – also apply to VTO services provided in connection with the KC.

2.2. VTO provides the following services in connection with the Schlegeis alpine road: Access to the destination is via the Schlegeis alpine road, which is a toll road. The fee for using the road (toll ticket) is paid at the Breitlahner toll booth and entitles the purchaser to drive to the Schlegeis Dam and use the parking spaces.

2.2.1. The contractual relationship between VTO and Contracting Parties includes the use of toll roads, but not the use of and driving on other access roads not operated by VTO. VTO assumes no liability for the use of and driving on any applicable access roads. These access roads are not covered by the traffic light system. Contracting Parties are therefore prohibited from leaving the VTO toll roads and driving on third-party terrain.

2.3. Further services available at the main sites can be found on the website at <https://visit.verbund.com/en>. The services depicted and advertised on the website serve to inform Contracting Parties and do not constitute a legally binding offer. Information on the availability of dates is also provided on the website or in the online form for the individual services.

Section 3: Prices

3.1. The prices listed or agreed upon by VTO at the time the contract is entered into apply.

3.2. Unless otherwise specified, the quoted prices are inclusive of all taxes and duties as specified in the current price lists or as individually agreed. Contracting Parties are required to bear the cost of any changes in prices resulting from taxes and duties. Any newly introduced government duties (regardless of their nature) will be added to the contractual prices.

Section 4: Conclusion of the contract / Payment

4.1. A contract is concluded between the Contracting Party and VTO upon payment of the toll ticket either at the toll booth or with an online transfer as written acceptance of the contractual offer by the Contracting Party by email.

4.2. Contracting Parties are obliged to pay the agreed fee plus any additional amounts resulting from separate use of services by themselves and/or accompanying third parties plus statutory VAT.

4.3. The accepted payment methods are cash in euros, EC debit cards, MasterCard and Visa. The payment methods listed above are for non-binding informational purposes only.

The inclusion of a payment method in the above list does not guarantee that the chosen method will not be rejected on grounds such as restrictions instated by the card issuer (transaction amount limit, blocking list, etc.).

4.4. The resale/rental and/or transfer of booked services is not permitted. In particular, transport or toll tickets may not be passed on to third parties without the consent of VTO or for an amount that exceeds the applicable purchase price. The transfer or sale of the claim against VTO is also not permitted. In these scenarios, VTO is entitled to cancel the booking, especially if the Contracting Party has provided false information on the type of booking or payment when assigning or selling a claim against VTO to third parties.

Section 5: Online tickets

5.1. Additional contractual terms and conditions apply to tickets purchased online and in advance which can be downloaded from the respective ticket shops.

5.2. Online tickets are available at various rates and subject to the associated conditions. All relevant conditions are described on the subpage for each ticket category. VTO reserves the right to make changes to service packages purchased online.

5.3. Contracting Parties can select the required number of tickets in the online shop for a specific date. During the online payment process, payment is made via a payment platform. After payment, the order process is completed and a confirmation email is sent. By placing an order online, Contracting Parties accept the relevant T&Cs valid at the time of the respective purchase and a contract is concluded.

5.4. When an order is received, the selected toll fare is generated electronically in the form of a ticket and sent with a corresponding receipt to the visitor's email address specified in the order process. The ticket is valid on the date selected by the Contracting Party. Its validity ends at midnight on the selected date.

5.5. The validity date for tickets purchased online for the Schlegeis alpine road that are valid for a specific visit date or that have been redeemed can be rebooked once online using the access link provided by 6 p.m. on the day before the date on the ticket and are excluded from reimbursement.

5.6. Contracting Parties are liable for any losses incurred due to data being entered incorrectly when purchasing tickets in the online ticket shop. If Contracting Parties deliberately or fraudulently enter false data, VTO is entitled to permanently ban the Contracting Parties in question from using the online booking feature.

5.7. In the event of cancellation, the electronically generated ticket will be invalidated after receipt of the cancellation notice and any purchase price already paid will be refunded within fifteen working days.

5.8. Customers who are consumers within the meaning of the Consumer Protection Act (Konsumentenschutzgesetz, KSchG) may cancel contracts for services within 14 calendar days from the conclusion of the contract without stating any grounds in accordance with the Federal Law on Distance and Off-Premises Contracts (Fern- und Auswärtsgeschäfte-Gesetz, FAGG). Contracts are excluded from cancellation if Service provision has already begun, including for contracts for services that are provided in connection with leisure activities, provided a specific date or period is specified for the performance of each contract. Accordingly, there is no cancellation right for the purchase of day and half-day tickets if they are valid for a specific date or if the provision of services has already begun.

Section 6: Use of roads and private property

6.1. On the Malta high alpine road and the Schlegeis alpine road, driving on the road and parking in the designated parking spaces are only permitted in the usually permitted manner. The rules and regulations of the Austrian Road Traffic Act (Straßenverkehrsordnung, StVO) apply. In the summer months (outside the winter closures), the roads are operated as toll road with the levying of tolls. As a rule, public use of the roads is not permitted during winter road closures.

6.2. VTO assumes no liability for any damage incurred during winter and night road closures. During the toll season (May to October), the road is available to everyone under the same conditions and is considered a “private road with public throughfare” pursuant to Section 1(1) STVO. Local traffic and certain authorized users are exempt from driving bans.

6.3. Driving on the road and parking in the designated parking spaces are only permitted in the usually permitted manner. Any other road use beyond the provisions of the StVO is expressly prohibited, in particular any use or activity that results in damage, contamination, and/or visual defacement of the grounds/asphalt surface (such as drifting, doughnuts, burnouts, etc.). Any violations will be reported to the authorities without exception.

6.4. The Malta high alpine road and the Schlegeis alpine road are high mountain roads that traverse large differences in altitude. As a result, particular hazardous situations can arise in certain weather conditions (fog, snow, storms, icy roads, etc.). Weather and road conditions can change very quickly in the high mountains, which can render VTO unable to take precautions in a timely and comprehensive manner. It is therefore the responsibility of the individual driver to assess when and whether the conditions permit further travel or whether it is instead necessary to stop and return back.

6.5. In certain weather conditions, VTO may order the immediate closure of the area at any time with immediate effect. In this scenario, no refunds will be provided for purchased day tickets. Similarly, no pro-rata refunds will be granted for season tickets in the event of temporary and/or spatial restrictions on access to the Schlegeis alpine road.

6.6. Certain VTO toll roads are located in pasture regions, others lead the road through grazing areas. As a result, drivers should plan ahead and drive at a reduced speed when using toll roads. Free-range grazing livestock (e.g. sheep) or wild animals are to be expected on the road at all times (especially around blind corners, for example). Where hiking through pastures, the relevant recommendations on the website and signs must be strictly observed.

6.7. Camping along streets, in car parks and at other sites is expressly prohibited. Bathing in the reservoirs and rivers is expressly forbidden at all VTO sites. Any violations will be reported to the authorities without exception.

6.8. Smoking is only permitted in the designated areas. In the event of non-compliance, any costs incurred for cleaning and the associated loss of earnings will be claimed if the rooms in question are unusable or cannot be rented out as a result.

Section 7: Liability and warranty

7.1. VTO is generally liable to Contracting Parties under the general statutory provisions of tort law. VTO is liable to Contracting Parties who are consumers according to KSchG, except for in cases of personal injury – yet not in cases of slight negligence. VTO is generally only liable to contracting parties who are entrepreneurs in cases of gross negligence and intent, whereby the burden of proof falls on entrepreneurs and consequential damage, intangible damage, and lost profits are never compensated.

7.2. Liability in connection with the use of toll roads during the summer season (May to October) is governed by the relevant legal provisions. Holders of a valid toll ticket expressly acknowledge that roadside assistance (road condition and safety checks) is only provided during operating hours and during the period for which the toll ticket is valid.

7.3. Use of the Malta high alpine road, the Schlegeis alpine road, and the associated parking spaces takes place at your own risk outside of regular toll operations. VTO assumes no liability for damage that occurs outside the designated operating and seasonal periods.

7.4. VTO assumes no liability for accidents and rescues at any events not organised by VTO, for other prohibited activities on VTO property or waters, or for rescues in the event of bad weather.

7.5. VTO is not liable for damage caused by third parties, nor for damage or the non-provision of services due to force majeure or other circumstances beyond VTO's control.

7.6. VTO does not guarantee that all toll roads can be used without restriction at all time and the all toll systems will be functioning at all times. Potential Contracting Parties are not entitled to assert claims against VTO if sales of toll tickets are temporarily unavailable for any reason. The same applies to necessary maintenance periods.

7.7. If disruptions or defects affect the services provided by VTO, VTO will endeavour to remedy the situation upon becoming aware of it or after being notified without delay by the Contracting Party. Contracting Parties are required to assist to a reasonable degree with rectifying the disruption and to keep any potential damage to the minimum. Furthermore, they are obliged to inform VTO in good time if exceptionally high damage can be expected.

7.8. Any claims by Contracting Parties against VTO must be asserted in writing promptly after the claim event has occurred, otherwise they will be deemed forfeited.

Section 8: Cancellation

8.1. VTO reserves the right to cancel the contract without notice prior to provision of the services for objectively justified reasons, for instance:

(a) if force majeure or other circumstances for which VTO is not responsible render the performance of the contract impossible. This primarily pertains to weather conditions that would make it impossible to provide the services and/or pose an increased risks to the Contracting Party.

(b) if the contract is concluded based on misleading or false information regarding essential facts, for instance, regarding the identity of the Contracting Party or the purpose of the contract.

(c) if VTO has reasonable grounds to believe that the use of the service may jeopardise the smooth operation of business, without this being attributable to VTO's sphere of control or organisation.

(d) if there is a significant violation of these T&Cs.

Section 9: Tickets linked to number plates

9.1. Tickets linked to a specific number plate are issued as part of weekly and seasonal tickets. This includes authorisation to repeatedly pass through the toll roads within the validity period. Tickets must always be kept in the vehicle in order to pass through the toll roads multiple times. If you stay overnight at one of the VTO hotels, you will not be charged a ticket price for re-entering the toll booth.

9.2. Weekly or seasonal tickets can only be purchased for private vehicles, not for taxis, rental cars, car sharing vehicles, corporate vehicles or other commercial uses, etc. (The corresponding information entered in the respective registration certificate applies).

9.3. New tickets can be issued to replace lost tickets. An administrative fee of EUR 10.00 (incl. VAT) is charged for this service.

Section 10: Cyclists and hikers

Cyclists and hikers are only permitted in designated areas and on designated paths, and must comply with the STVO. On the Schlegeis Alpine Road, cyclists are prohibited from riding on the section controlled by traffic lights from the Breitlahner toll booth.

Section 11: Data protection

11.1. When processing personal data, VTO complies with the relevant applicable data protection legislation and only processes data disclosed by Contracting Parties to the extent necessary to execute the contractual relationship and for the provision and invoicing of services.

11.2. Weekly or seasonal tickets are linked to the a vehicle number plate, which may be captured by cameras. Any recorded video material is deleted after 72 hours.

11.3. Data such as credit card numbers, sort codes, account numbers, names and addresses are transferred using a protected SSL connection. This safeguards data from unauthorised access during online transmission.

11.4. More information on data processing is provided in the VERBUND Group's Privacy Statement, which is available at <https://www.verbund.com/en/group/privacy>.

Section 12: Place of performance / Governing law / Legal venue / Miscellaneous 12.1.

The place of performance is the location specified for the provision of the booked service.

12.2. The place of jurisdiction for all disputes arising from or in relation to the contract is the court with jurisdiction over Vienna, Innere Stadt. In the event of disputes with Contracting Parties who are consumers according to KSchG, the Contracting Party's place of domicile, habitual residence or place of employment is the legal venue in accordance with Section 14 KSchG.

12.3. These T&Cs and contracts concluded with VTO are governed exclusively by the provisions of Austrian substantive law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the non-mandatory referral rules of private international law. Renvoi is excluded.

12.4. If any of the provisions of these T&Cs are found to be invalid or unenforceable, this has no bearing on the validity of the remaining provisions of these T&Cs. With the exception of consumers within the meaning of the KSchG, the invalid or unenforceable term will be replaced by a valid or enforceable term, which comes closest in legal and economic terms to the invalid or unenforceable provision.

12.5. Contracting Parties undertake to comply with these conditions as well as with all commercial or other provisions that apply to them. Terms and conditions of Contracting Parties do not apply, even if VTO does not expressly object to them. Counter-confirmations by Contracting Parties with reference to their own terms and conditions are hereby expressly rejected.

12.6. Any amendments or supplements to the contract and/or these T&Cs – without prejudice to Article 10 (3) KSchG in the case of consumer transactions – must be submitted in writing (email, letter). This also applies to the modification of this clause itself. Unilateral amendments or supplements by Contracting Parties are invalid.

12.7. These T&Cs apply in their current version, which is subject to amendment by VTO from time to time. VTO will notify Contracting Parties in advance of any changes to these T&Cs.

12.8. These General Terms and Conditions of VERBUND Tourismus GmbH take effect on 1 May 2025.

Last updated 1 May 2025