



**GESELLSCHAFT
DER MUSIKFREUNDE
IN WIEN**

General Terms & Conditions for Tours of the Musikverein

(organised by the Gesellschaft der Musikfreunde in Vienna, Musikvereinsplatz 1, 1010 Vienna)

1. General

Diese Allgemeinen Geschäftsbedingungen (AGBs) gelten für alle Führungen im Musikverein, unabhängig davon, ob es sich um eine Sonderführung oder um die Teilnahme an einer öffentlichen Führung handelt.

2. Tour booking and confirmation

2.1. Special tours

The booking of special Musikverein tours must be made in writing (letter, email or fax). The tour shall only be regarded as booked once a booking confirmation has been sent by the Musikverein.

Special tours are undertaken for a minimum of 1 and a maximum of 45 persons. Should you wish to book a tour for more than 45 people, several groups may tour the Musikverein simultaneously.

In order to avoid the spread of the Covid-19 virus as best as possible, up to 25 people per group can currently take guided tours through the Musikverein (as of July 2020) until further notice. The safety distance of 1m to all other participants who do not live in the same household is mandatory. In addition, wearing a mask is mandatory from entering the building until the end of the tour until further notice.

2.2. Public tours

Scheduled tours for members of the public take place every day except Sunday in German and/or English languages. The precise times are published on the website www.musikverein.at. Since the Musikverein is a working concert venue, tours may be postponed or cancelled at short notice due to rehearsals or technical preparations. It is also possible that some rooms may be inaccessible for tour participants due to current events, rehearsals or recordings. The guide has the right both to select rooms available for tour participants and to choose the route taken through the Musikverein building. Tickets for public tours are available to purchase from the Musikverein box office during opening times and outside these times from the guide (meeting place: Artists' Entrance). Participation in public tours is only available to individuals. Special tours organised by the Musikverein are available for groups of more than 8 persons. The Musikverein reserves the right to refuse group participation in public tours.

A maximum of 45 people can take part in a public tour.

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3. Payment conditions

Tickets for public tours can be purchased and paid for in advance at the Musikverein box office, by credit card (VISA, Mastercard, Diners Club, JCB, American Express) or debit card and online (www.musikverein.at/en/guided-tours) by credit card (VISA, Mastercard, Diners Club, JCB, American Express), EPS and bank transfer.

Special tours can be paid for in advance at the Musikverein box office with cash, by credit card (VISA, Mastercard, Diners Club, JCB, American Express) or debit card or bank transfer. Payment by invoice is only possible in advance.

4. Tour procedure

Guided tours through the Musikverein are exclusively undertaken by our own guides. Nonemployees (e.g. tour guides) are not permitted to undertake their own tours through the Musikverein. If agreed in advance, a special tour may be undertaken with simultaneous translation by an interpreter provided by the group. It is not possible to translate the public tours into another language.

The information, regulation and prohibition signs in the building together with all other notices must be strictly adhered to at all times. Equally, in the case of fire or other hazard, the instructions of responsible members of staff from the tour operator or of emergency services from the local authority, police, fire or medical services must be followed to the letter.

5. Photos and video recordings

Recordings (especially image and / or sound recordings) before, during and after the tour as well as the commercial exploitation of those recordings are prohibited to visitors without special permission. The instructions given by the guide must be followed.

If the ban on photography is violated, the guide can interrupt the tour at any time without claiming a reimbursement of costs.

6. Tour cancellation conditions

There is no right of cancellation in the case of tour bookings.

The following applies in the case of written (letter, email or fax), telephone or online bookings: In accordance with §18 para. 1:10 of the FAGG, there is no right of cancellation relating to services in respect of leisure activities, where for the fulfilment of contractual obligations by the operator a contractually agreed time or period of time is specified. In accordance with §4 para. 1:11 of the FAGG, we hereby inform our customers that there shall be no right to cancellation in line with §18 of the FAGG in the case of tours booked in writing (letter, email or fax), by telephone or online.

7. Liability

The participation in tours takes place entirely at the customer's own risk. Liability for damages to persons or possessions shall only be accepted under conditions in which a legal obligation to do so is explicitly set out.

8. Jurisdiction and applicable law

Exclusive jurisdiction for any disputes arising from contracts with customers to whom the Austrian consumer protection act applies (iSd KSchG) shall be the competent court for Vienna I ('Innere Stadt'). Austrian substantive law shall apply exclusively, excluding all conflict-of-laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG), in so far as their mandatory provisions of law are not more favourable for consumers.

Deviations from the herein provided conditions of payment and purchase must be presented in written form and are deemed valid only where duly signed by the Gesellschaft der Musikfreunde in Vienna.

Valid as of 25 July 2020