

## Terms and Conditions Alexander Heinrich Richard Ehrlich (In brief: AHRE)

## Information according to Austrian E-commerce law § 5,1

Name of company: Alexander Heinrich Richard Ehrlich / Postal address: Rosaliagasse 19/6 A-1120 Wien / Telephone: +43 676 52 02 494 (office hours) / Fax: +43 1 943 86 97 / Internet: www.ahre.at / E-mail: info@ahre.at / Seat of Company: Rosaliagasse 19/6 A-1120 Wien / Business registration number: - / Court of Jurisdiction: Vienna, Austria / Bank connection: Bank Austria – Creditanstalt; Account number: 11025 535300; BLZ: 12000 / Member of: Vienna Chamber of Commerce, Vienna Tourist Guide Association, Tour Guide Association "Wiener Spaziergänge"

**Applicability:** The present Terms and Conditions will apply to all services offered by AHRE in English. Any customer terms and conditions (including any variations proposed by the customer) are ineffective unless they are expressly recognized in writing by AHRE.

**Copyright:** Please note that all our tours are intellectual property of AHRE and therefore protected by international copyright laws. The tour "Ghosts, Hauntings, Vampires - Spooky Vienna" is enlisted at the Austrian Trade Mark Register and may only be conducted by guides authorized by AHRE. Usage of the tour, even partially, for commercial purposes and / or publication requires written agreement by the author.

**Service executants:** On your tour confirmation, you will normally find the names of our staff members responsible for the execution of your program. If for any reason the indicated persons cannot be at your disposal, AHRE assures you that we will try to find the best-suited substitutes. We will also try to notify you of such personnel changes.

**Booking confirmation:** All your bookings will be confirmed by us in writing. Please re-confirm the booking in writing (postal letter or fax) - only then will the booking be definite. With your re-confirmation you acknowledge our Terms & Conditions.

**Liability:** We cannot accept any responsibility for personal injuries or property damages occurring during any our services. Participation is at your own risk.

**Warranty:** In case of deficiencies of our services, all terms, conditions and limitations set up by the respective disposals of Austrian civil code (ABGB) shall apply.

**Terms of participation:** Taking notes, audio and video recording are generally not permitted during any our services If you want to record our services or parts of them, expressly pronounced agreement by AHRE is required. No weapons, dangerous substances or objects are allowed during our services. Group members who in the opinion of the tour guide / program executant are a danger to themselves, or to other members of the group, or who continuously disturb the respective activity by irregular behaviour despite repeatedly being warned by the tour guide / program executant may be excluded from further participation. In such a case, no money will be refunded.

**Payment conditions: Cash payment:** All our services can be paid cash directly at the meeting point. **Bank credit transfer:** If you choose to pay by bank credit transfer, the total amount of our service has to be arrived on our bank account within two weeks after the last day of our service. Should this delay be exceeded, we will send you a reminder note charging an additional handling fee of  $\in$  10,-. Please note that in case of international bank credit transfer, all banking fees and taxes have to be paid by the customer. **Credit Cards and Cheques:** We do not accept any Credit Cards or Cheques. **Cash deposit:** If the total price of the service you want to book is  $\in$  500,- or higher, a cash deposit of 50% has to be paid in advance unless otherwise agreed. **Cancellation fees (in accordance with the guidelines of the Chamber of Commerce, Vienna):** If you need to cancel a pre-booked tour, the following conditions apply: cancellation 14 days prior to tour is free of charge, between 14 and 3 days: 50% of the agreed price. Cancellation within 3 days of tour or no-show: 100% of agreed price. As security, we may ask you for a cash deposit. A handling fee may be charged. If a booked service cannot be fulfilled due to force majeure (strike, war, violence of nature, etc.), no cancellation fees will be charged. Cancellations can only be accepted in writing.

**If you are delayed:** If you cannot make it to the arranged meeting point on time, we will wait for you up to 30 minutes unless we receive a notification of a later arrival. Please try to get in touch with us as soon as you realize that you will not be able to make it on time. You may either call our office number +43 676 52 02 494 or the phone number which you find on your tour confirmation. If you are delayed we cannot guarantee the full length of your tour, it will depend upon personnel availability. We reserve the right to charge extra for our personnel's over time or additional services (bus, mini-van, taxi, telephone charges, etc.), an additional handling fee may also be charged.

**Changes of program or number of participants:** If you wish to change program details or number of participants after having sent us the booking confirmation, please note that such changes can only be accepted in writing (postal letter or fax) and have to reach us three days prior to the beginning of the booked service. If you have booked for a large group that requires more than one tour guide / program executant and you foresee that the number of participants shall be lower than the number agreed on in the tour confirmation, please inform us as soon as possible as we have to charge you the regular cancellation fees (see above) for any superfluous tour guides / program executants.

**Number of participants:** The number of participants per tour guide should not exceed 30 when effectuating city walks, museum and exhibition visits. Dancing lessons can be given up to a maximum number of 40 participants.

**Guarantee:** All services contained in the program of AHRE will be executed either by Alexander Ehrlich himself or by qualified, authorized personnel. Alexander Ehrlich is a professionally licensed tourist guide who is aiming at offering you the best possible service respecting all law disposals regarding the nature of the booked service. All of our cooperation partners also dispose of the necessary professional and legal qualifications for the execution of our services. All our services can be privately booked and can easily be adapted to your personal needs and schedule - we will be pleased to inform you in detail.

**Reclamations**: Eventual reclamations must be presented to AHRE in writing within four weeks (date of reception) after the end of our service. We cannot accept whichever reclamations reaching us after this delay.

**Jurisdiction and Venue:** You agree that any legal action brought against AHRE shall be governed by the laws of the Federal Republic of Austria without regard to its conflict of law principles. You agree that the sole jurisdiction and venue for any litigation arising from your participation in services offered by AHRE shall be an appropriate federal or state court located in Vienna, Austria.

**Salvatory Clause:** If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.