

TERMS AND CONDITIONS

Tours

Version as of 01.09.2023

§ 1 Corporate Information

Natural History Museum Vienna
Scientific institution under public law
Burgring 7, 1010 Vienna, Austria
UID Nr: ATU38020609
Firmenbuchnr: 236724z

§ 2 Scope of application

- 1) These Terms and Conditions apply to all guided tours offered by the NHM in the version valid at the time of the reservation.
- 2) By booking a tour offer with the enclosure of these Terms and Conditions, they become an inherent part of the contract. Deviating terms and conditions will not be recognised by the NHM unless the NHM expressly agrees to the deviation in writing.

§ 3 Conclusion of the booking

- 1) An offer is made to buyer by responding to the request to book a educational programme (hereinafter "tour").
- 2) This offer can be accepted by the buyer. The latter bears the risk for incorrect and incomplete information as well as non-functional e-mail access.
- 3) By booking the tour, the buyer also accepts the NHM Visitor Rules, available at https://www.nhm-wien.ac.at/jart/prj3/nhm-resp/data/uploads/PDF_Website_Allgemein/Besucherordnung_neu_2023-09-26_final.pdf.

§ 4 Price and payment options

- 1) All prices listed are Euro prices incl. VAT. Prices are subject to change. Printing errors are reserved. Each ticket up to 400 euros is an invoice within the meaning of the Austrian Tax Act (UStG).
- 2) Payment for the tour booked is to be made on the day of the tour on site. A different payment option is only possible in exceptional cases and with a written agreement with the NHM.

§ 5 Cancellation policy

- 1) The booked tours are leisure services within the meaning of § 18 section 1 Z 10 FAGG, which are provided at a specific time or within a precisely specified period of time. Therefore, there is no right of cancellation for these tickets within the meaning of § 11 FAGG.
- 2) Booked tours can be cancelled up to 48 hours before the tour starts. If the tour does not take place on a working day (Mon-Fri), the NHM must be informed of the cancellation up to 48 hours before the end of the last working day before the tour.
- 3) Cancellations can be made by telephone or by e-mail to the following addresses:

E-Mail: anmeldung@nhm.at
Phone: +43 1 521 77 335

Cancellations made known to the NHM in any other way cannot be taken into account and are therefore deemed not to have been made.

- 4) If the buyer is unable to take part in the booked tour and no cancellation has been made in a timely manner, the full amount of the invoice must be paid. This also applies to changes in the number of participants if the minimum number of participants for a group tour is not reached because of the absence.

§ 6 Conditions of the tour

- 1) Please note that a tour ticket alone does not entitle you to enter the NHM. The tour can therefore only be attended in combination with a valid admission ticket.
- 2) After conclusion of the contract, a change of date is only possible in accordance with the cancellation regulations and the availability of places on the desired new date. A later start of the tour is not possible.
- 3) The NHM reserves the right to make changes to the programme of the tours.
- 4) Photographing, filming or creating other media during the tour is only permitted for private purposes and without the use of a flash or a tripod. Images showing NHM staff or other participants are only permitted with their consent.
- 5) The staff of the NHM must be obeyed at all times, instructions must be followed and the staff must be treated with politeness and respect.

§7 Warranty and liability

- 1) The NHM reserves the right to restrict access to the exhibition rooms or individual halls, in particular in cases of construction work, excessive crowds, extraordinary circumstances, unforeseeable events or official orders.
- 2) Changes to the tour programme due to restrictions on individual halls do not constitute a shortcoming of the booked tour and do not give rise to a claim for refund of the purchase price.
- 3) The NHM shall be liable for the persons engaged by it for damage typical of the contract, caused by negligence only towards consumers as defined by § 1 Sec 1 no 2 of the Austrian

Consumer Protection Act (KSchG) and only up to the amount of the ticket price of the tour. In addition and towards business owners, the NHM is only liable for damages typical for this type of contract, caused intentionally or by gross negligence. Liability for consequential damages is excluded. This limitation of liability does not apply to injury to life, body and health.

- 4) The buyer shall be liable for damages to the inventory or the objects of the NHM, as well as to other persons, irrespective of fault, in particular but not exclusively in the event of non-compliance with the instructions of the staff of the NHM.

§ 8 Force majeure

- 1) The occurrence of unforeseeable circumstances or circumstances independent of the will of the parties, in particular all cases of force majeure, shall entitle NHM to restrict, postpone or cancel the services offered in accordance with the extent and duration of these circumstances and their consequences.
- 2) Should a circumstance of force majeure last for more than three months, this shall be deemed an extraordinary reason for cancellation, whereby a maximum of the respective equivalent value of the service not yet provided can be retained or reclaimed. Any further compensation for damages is excluded.
- 3) An event of force majeure within the meaning of this provision shall be deemed to include in particular earthquakes, fire, floods, riots, pandemic, government regulations, decisions or any other event of a similar or dissimilar nature which qualifies as an unforeseeable circumstance or a circumstance independent of the will of the parties.

§ 9 Copyright

- 1) The NHM reserves all rights, in particular copyright, trademark protection and other intellectual property rights, to all retrievable content, in particular texts, graphics, photos, logos, trademarks, designs, illustrations, tables, layout, software and their content.
- 2) Further distribution of the content is only permitted upon request and after express permission by the rights holder NHM. The unauthorised use of protected content may result in civil and criminal consequences.

§ 10 Data protection

- 1) The personal data processed for booking are processed in accordance with Art. 6 para. 1 lit b GDPR for the fulfilment of the (pre-)contractual obligations. If a contract is concluded, the data from the contractual relationship will be stored until the contract is fulfilled and beyond that until the statutory retention period expires, otherwise the data will be deleted at the end of the calendar year following the end of the contact.
- 2) All information of the Natural History Museum Vienna on data protection, in particular on the rights of data subjects, is available online at https://www.nhm-wien.ac.at/en/privacy_notice.

§ 11 Salvatory clause

- 1) Should any provisions of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. In the event of the invalidity of a provision,

the parties shall replace the invalid provision with a provision that comes as close as possible to the invalid provision in terms of its economic content.

§ 12 Jurisdiction and applicable law

- 1) All legal questions arising out of or in connection with this contract, including the question of its valid conclusion and its pre- and post-effects, shall be governed by Austrian law to the exclusion of its conflict of law provisions.
- 2) The parties agree that all disputes arising out of or in connection with this contract, including the question of its valid conclusion and its pre- and post-effects, shall be subject to the exclusive jurisdiction of the competent court for 1010 Vienna. Excluded from this are consumers within the meaning of § 1 para. 1 no. 2 of the Austrian Consumer Protection Act (KSchG).