

## **GENERAL TERMS AND CONDITIONS**

**FOR VOUCHER CUSTOMERS AND GUIDES VALID AS OF 1 APRIL 2019**

### **1. General**

- 1.1. These General Terms and Conditions apply to all conclusions of contract of the Schloß Schönbrunn Kultur- und Betriebsges.mb.H. (hereafter SKB) with voucher customers and guides.
- 1.2. A voucher agreement can only be concluded by licensed travel bureaus and licensed tourist guides, hotels as well as companies with an orientation to tourism that have a concession.
- 1.3. Within the framework of the SKB voucher system, admission prices and any cancellation costs are settled cash-free between the SKB and the voucher customers for touring the exhibition rooms, the Maze, the Gloriette, the Privy Garden and the Children's Museum in Schönbrunn Palace, the Imperial Apartments, the Sisi Museum and the Vienna Furniture Museum, also Schloss Hof Estate. The prerequisite for this is the signing of a framework contract (voucher agreement), based on these General Terms and Conditions, and the lodgement of a SEPA B2B direct debit order for customers from the EU, EEC, Switzerland and Monaco.
- 1.4. Customers outside the EU, EEC, Switzerland and Monaco are obliged to open a bank account within the EURO-zone.
- 1.5. Voucher customers must duly cancel reservation dates for tours that are not availed of. Otherwise cancellation or no-show costs will be charged (see chapter 3 "Cancellations").
- 1.6. Voucher customers are obliged to employ exclusively tourist guides who possess SKB authorisation as tourist guides for guided tours through the exhibition rooms, the Maze, the Gloriette, the Privy Garden and the Children's Museum in Schönbrunn Palace, the Imperial Apartments, the Sisi Museum and the Vienna Furniture Museum, also Schloss Hof Estate.
- 1.7. SKB shall place audio guides or printed descriptions at the disposal of visitors booked by voucher customers, insofar as the voucher customer does not provide a licensed tourist guide (with qualification according to point 1.6). In this case the audio guide voucher prices apply (see point 6.3).
- 1.8. Voucher customers are obliged to keep the house rules for the exhibition rooms, the Maze, the Gloriette, the Privy Garden and the Children's Museum in Schönbrunn Palace, the Imperial Apartments, the Sisi Museum and the Vienna Furniture Museum, also Schloss Hof Estate – these house rules are an integrating part of the voucher agreement. This also applies in particular to the maximum group sizes regulated in the agreement (relating to voucher bookings, all visitors booked by a voucher customer for a tour date are to be qualified as group).

- 1.9. The Voucher customer acknowledges the validity of these General Terms and Conditions by signing the Voucher Agreement and by lodging a SEPA B2B direct debit. Deviations from these General Terms and Conditions are valid only if agreed upon in writing by the contract parties. Individual General Terms and Conditions of the Voucher customer are not valid, even if SKB has not expressly raised an objection to them. Fulfilment actions of SKB do not represent an authorisation of the General Terms and Conditions of the Voucher customer.

## **2. Reservations**

- 2.1. Reservations can be made through the online reservation platform of SKB or by telephone and e-mail to our reservation department. Voucher customers receive an advance registration code, guides a so-called C-Number, with which reservations can be made by telephone or e-mail. Furthermore, voucher customers and guides receive a customer ID and a link to set the password for the reservation platform. This password is confidential and shall not be given to unauthorized parties. Employees of SKB will not ask for this password. If the password was given out to unauthorized parties, it has to be changed immediately. Voucher customers and guides acknowledge that they are obliged to pay bookings made using their registration code, C-Number or customer ID and password. Invoices are subsequently issued only to the reserving parties.
- 2.2. You have access to the online reservation platform at [www.schoenbrunn-group.com](http://www.schoenbrunn-group.com) – tourism / B2B – reservation. You log in with your customer ID and chosen password. Afterwards you yourself can reserve the desired tour incl. reference code (see 2.3), date, time, depending on availability. In order to guarantee a long-term overview of your reservations, you have access to a booking overview of your reservations (button “reservation overview”). For internet reservations there is a limit on reservations per day. This limit is calculated based on the actual tour dates of the previous year. Should you require more tour dates on specific days, these extra dates are to be arranged with the reservation department (by telephone or e-mail) and are reserved by the latter according to availability.
- 2.3. External reference (e.g. internal booking numbers, group designation, etc.) must be entered by the voucher customers in the field “group name”. If you make the reservation by telephone, it is also mandatory to give all details to the reservation staff. If this is necessary for your internal settlement of accounts, you must enter this reference yourself independently in the online reservation platform at the latest by the time you pick up the tickets. Otherwise no more information can be subsequently issued.
- 2.4. The online reservation platform provides the voucher customers and guides with the feature “search reservation”, where they can input a reservation number and time to get access to a booking to change date, time and group name, or cancel the reservation.
- 2.5. Reservations for evening guided tours: Dates are solely bookable on request and according to availability. Please send reservation requests directly by e-mail to the respective location: For Schönbrunn to [events@schoenbrunn.at](mailto:events@schoenbrunn.at). The respective desired time and date must be confirmed or called off at least one month prior to the date (apart from the Sisi Museum). For

definite bookings, you receive a booking form with all information and the payment conditions. For short-notice alterations or cancellations see points 3.4 and 4.3.

### **3. Cancellations**

- 3.1. Cancellation of a reservation can be made free of charge any time in the reservation department headquarters up to 48 hours prior to the visiting time, via the online reservation system or by telephone (except cancellations regarding special and evening guided tours, see 3.5 and 3.6). Cancellation of appointments can also be performed in all our houses via text message (number: +43 664 814 57 34). Instructions can be found online on our reservation platform. There is the option of the SKB reminding the customer of the reserved tour date 3 days (in the morning) prior to the tour date via automated e-mail, also notifying the following cancellation conditions:
- 3.2. If cancellations are made after 48 hours before the booked tour time, a fee of 50 € is charged to the reserving parties, irrespective of group size.
- 3.3. If tickets are not picked up (= no show), a no-show fee of 100 € is charged, irrespective of group size.
- 3.4. These charges are brought to account irrespective of ticket sales. An offset payment is excluded.
- 3.5. Cancellations of special guided tours (during opening hours) are possible free of charge up to 1 week (7 days) before the arranged time and date. After this period, a cancellation and no-show fee of 250 € is charged to the specified contact address.
- 3.6. Cancellations for evening guided tours (after opening hours) are possible free of charge up to 1 week (7 days) before the arranged time and date. After this period, cancellation costs are charged to the amount of the hitherto arising costs (at least 250 €). However, should there be a cancellation or no-show of the group on the day of the evening guided tour, the respective minimum flat rate shall be charged per group/guide on duty. This ruling ceases to apply in case of an already rendered part payment to the amount of the minimum flat rate.

### **4. Picking up**

- 4.1. Reserved tickets are picked up exclusively by the customer –respectively by a person authorised by them – stating the reservation number at the ticket office at Group Center Schönbrunn, located within the premises of the Arrival Center. The cash-free settlement is validated by confirmation of the person picking up the tickets. This is done a) by confirmation of the tourist guide – commissioned by the voucher customers – with the ID card issued by the SKB or b) by stating the reservation number and ID number and name of another person picking up the tickets. This ID number is electronically stored in the order data as documentation of the pick-up procedure. The person picking up the tickets is an authorised agent in the name of the customer and confirms the following data for the customer: tour, type of price (adults, children, etc.), number of persons. It is not possible to change the customer when picking up the tickets at the ticket office.

- 4.2. Alterations to the reservation respectively order (such as number of persons) can be made at the latest when picking up the tickets at the group ticket office. After conclusion of the order (payment or settlement of accounts per voucher agreement) no more alterations to the order can be made. Excluded are non-cash payments on the same order that need a renewed confirmation of the collector. Ticket returns are excluded.
- 4.3. Reserved tickets for evening guided tours in Schönbrunn can only be picked up after sending a written confirmation on the final number of visitors before noon of the day the tour takes place. Employees of SKB hand out the tickets at the gates inside the Palace at the time of the guided evening tour. The confirmation has to be sent via email to [pfsrb@schoenbrunn.at](mailto:pfsrb@schoenbrunn.at) and must contain reservation number and number of persons. This confirmation is compulsory for the invoice and confirmed tickets may not be cancelled or returned. The actual number of visitors is checked by employees of SKB at the start of the guided evening tour. If the number of actual visitors exceeds the number of confirmed visitors, the actual number of visitors will be invoiced.

## 5. Settlement of Accounts

- 5.1. The SKB calculates invoices on a monthly basis, based on the actual number of visitors confirmed by the person picking up the tickets. The invoice shows admissions for the different complexes of Schönbrunn, Sisi Museum, Vienna Furniture Museum and Schloss Hof Estate separately.
- 5.2. The Voucher customer can raise an objection to the monthly billing, submitted by 20th of the respective following month. After this date, the billing is valid as accepted.

## 6. Prices

- 6.1. All prices listed in annex 1 of the voucher agreement (prices for voucher customers) are in Euros. These are the prices charged by the SKB for voucher customers. Annex 1 is published anew if there is an alteration. SKB reserves the right to alter prices.
- 6.2. If voucher prices are altered, SKB simultaneously informs the voucher customers of price recommendations for end-customer tickets. These price recommendations correspond to the ticket prices published on the SKB website (= listed price).
- 6.3. Price planning distinguishes between group voucher prices and audio guide voucher prices: When booking tour groups (irrespective of the number of booked persons), group voucher prices always apply if a 1.6 qualified tourist guide is provided by the voucher customers for the booked tour group (in this case the visitors are not given audio guides). For bookings without tourist guides (such as tour groups without tourist guide, single visitors without tourist guide) the audio guide voucher prices apply. In this case the SKB provides the visitors with audio guides or printed descriptions.
- 6.4. No price may be communicated to end customers that is lower than the official listed price. The contracting parties agree to observe confidentiality with regard to voucher prices. The Voucher customers are obliged not to make Voucher prices directly accessible to a third party. Undercutting the official listed prices is prohibited.



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- 6.5. When claiming concessions and reduced prices (e.g. for children, school pupils, students) legitimation for the price concessions has to be produced at the ticket office. For school or student groups, an official form must be submitted, including an age confirmation and a signature and stamp from the school or university. These forms are available on the SKB websites.
- 6.6. Free tickets: For groups of 20 persons and more, the tourist guide (as 21st person) is granted free admission (this requires filling in a form and photo ID). For school and student groups, one adult per 10 group members is granted free admission. Further accompanying adults pay the adult admission fee. A qualified tourist guide (as defined by 1.6) is also granted free admission.
- 6.7. The commission system agreed upon as annex 2 in the voucher agreement (overriding commission) is valid for one year and is fixed for the next year by the SKB at the end of each year. The overriding commission system is communicated to the voucher customers together with the previous year's billing (at the latest by 28 February).
- 6.8. To calculate the overriding commission, the total net annual sales volume of the voucher customer is added together from the admission fees paid by voucher for Schönbrunn, Sisi Museum and Vienna Furniture Museum and from 2017 Schloss Hof Estate respectively. An overriding commission is granted based on the commission system of each year depending on the total net annual sales.
- 6.9. Calculation for the overriding commission is based exclusively on those net sales settled and paid with voucher. Other sales – for instance e-tickets, evening guided tours and cash payments – are not assigned by SKB to the individual customers and therefore – as with cancellation fees – cannot be included in the basic calculations for the overriding commission.
- 6.10. The overriding commission obtained in one year shall be offset by any applicable pending items – default interest, reminder fees, cancellation fees and billings of the voucher customer or by the next billings of the following year. A payment of the residual amount exceeding the existing demands of the SKB is only carried out at the customer's express wish.
- 6.11. Insofar as no payment obligations are pending and the Voucher customer terminates the Voucher Agreement, after expiry of the period of notice the not yet offset overriding commission shall be paid within one month after the Voucher customer's request into an account notified by the latter.
- 6.12. The SKB reserves the right of waiving the overriding commission in case of multiple infringements of the cancellation conditions.

## 7. Payment

- 7.1. The Voucher customer lodges a SEPA B2B direct debit for payment made in favour of SKB. Because of this SEPA B2B direct debit, SKB can debit the respective invoice amount from the Voucher customer's account notified to the SKB.

- 7.2. In the exceptional case of a debit transaction not being possible, the voucher customer must carry out payment within 14 days of the invoice date. After this a SEPA B2B direct debit order must be transacted without delay.
- 7.3. When carrying out payments, the voucher customer shall specify his/her name, the SKB invoice number, and the amount.
- 7.4. If the debit transaction of the invoice amount is not possible and no other payment takes place within the period stated in point 7.2, the SKB issues a reminder subject to charge. Should there be no payment within one week after the first reminder, the voucher customer is barred and thus excluded from the overriding commission for the current calendar year. Furthermore, reservations already made by the customer, will be cancelled and must be made anew. No cash-free payment is possible after this suspension. The customer can visit the tour options only by paying end-customer prices and paying cash. After implemented suspension and/or non-payment (of the open balance) of the pending amounts, SKB reserves the right of termination of contract with immediate effect (point 10.3).
- 7.5. In cases of default of payment, default interest for the period between the day payment is due and receipt of payment is charged to the amount of the legal default interest according to the applicable basic interest published by the Austrian National Bank (§ 352 UGG – Austrian Commercial Code). For default of payment a reminder fee charged to the amount of 10 € per reminder. After an unsuccessful third reminder, a collection agency, charged to the voucher customer, will be commissioned to collect the demand. With respect to the voucher customer, SKB is entitled to the complete reimbursement of all operative costs caused by the voucher customer's default of payment, unless the voucher customer is not responsible for the default of payment.
- 7.6. SKB reserves the right to invoice the voucher customer for any damage compensation demands relating to non-maintenance of payment agreements.
- 7.7. All payments of the voucher customer are calculated first of all based on still pending interest and fees and only then on billings for voucher admissions.
- 7.8. Any appeal based on defects/deficiencies does not release the voucher customer from their obligation to maintain payment conditions. The voucher customer – regardless of any entitlement and legal relationship – expressly waives offsetting claims of the SKB with its own claims, or, for any reason whatsoever, keeping back or reducing performance/payment due.
- 7.9. Should a deterioration in the voucher customer's pecuniary circumstances occur, respectively comes to the attention of the SKB only after contract signing, so that already at contract signing the pecuniary circumstances of the client were so negative that they endangered the fulfilment of the voucher customer's contract obligations, the SKB can refuse its provision of services until performance or guarantee of the return service. The attestation of such pecuniary circumstances of the voucher customer is deemed as provided by notification from a respected credit agency or bank.

## **8. Defaults and Liability**

- 8.1. The SKB is not liable for delay or incapacity to provide its services owing to force majeure (e.g. strike, fire, war, theft etc.) or for reasons that do not lie in the sphere of the SKB.
- 8.2. The SKB is liable for delay or incapacity to provide its services for other reasons than those named in Point 8.1, insofar as at least gross negligence is involved.
- 8.3. SKB is liable for damage caused to the Voucher customer only insofar as it or one of its agents can be charged with full intent or gross negligence. The liability is generally limited to an amount of 10 % of the net sales of the already actuated and relevant ticket sales to end customer.
- 8.4. The liability for lost profit, consequential damage or damage claimed by a third party is excluded.

## **9. Property Rights**

- 9.1. The Voucher customer may use the logo SCHÖNBRUNN PALACE / SCHLOSS SCHÖNBRUNN and images of Schönbrunn Palace only in connection with the sale of tickets for Schönbrunn.
- 9.2. The Voucher customer is in particular prohibited from using signs and logos of the SKB, especially the logo SCHÖNBRUNN PALACE / SCHLOSS SCHÖNBRUNN and images of Schönbrunn Palace, as constituent of his/her firm, corporation or other business designation, or placing them in his/her advertising in a context other than the ticket sales for Schönbrunn.

## **10. Contract Term and Notice of Termination**

- 10.1. The Voucher agreements are concluded for an indefinite period, presuming that nothing is differently agreed upon in the voucher agreement.
- 10.2. Should the licence of a voucher customer expire according to point 1.2, the voucher agreement is also terminated simultaneously without separate notice of termination.
- 10.3. SKB can terminate the voucher agreement with immediate effect and without maintaining a period of notice by submitting important reasons in writing (by post or e-mail). Such important reasons are in particular:
  - a.) Non-fulfilment or incomplete fulfilment of payment obligations;
  - b.) Missing or defective SEPA B2B direct debit order lodged in favour of SKB;
  - c.) Inability to pay on the part of the Voucher customer;
  - d.) Infringement of essential contract provisions, in particular regulations agreed upon in points 1.3, 1.4, 1.6, 1.8, 6.4, 9.2.
  - e.) All infringements of the regulation regarding cancellation of reservation dates in point 3.
- 10.4. Both contract parties can terminate the voucher agreement without specification of reasons by maintaining a three-month' period of notice to the end of each calendar month, with notice in writing (by post or e-mail).

## 11. Other Provisions

- 11.1. The invalidity of single provisions of these General Terms and Conditions does not affect the validity of the further provisions.
- 11.2. SKB has the right at all times of correcting obvious errors such as writing and calculation mistakes in billings or in the overriding system.
- 11.3. Written declarations (also via telefax or e-mail) are valid as received when they are sent to the address most recently notified by the voucher customer.
- 11.4. Solely written agreements have validity between the contract parties. The alteration of the General Terms and Conditions likewise requires the written form. This also applies to any departure from the prescribed written form. Oral agreements are not legally binding. The Voucher customer acknowledges that the staff employed by SKB, or a third party, have no right to make any assurances divergent from the major obligations that have been contractually agreed upon (for instance payment agreements, overriding system, etc.).
- 11.5. SKB has the right to change the General Terms and Conditions. SKB must inform the voucher customers about these changes to the General Terms and Conditions and the point in time of the change at least one month prior to the time of the change. The change in the General Terms and Conditions takes effect, presuming that the Voucher customer does not raise an objection to the change within one month from receiving the information.
- 11.6. This contractual relationship is subject to Austrian law. Place of jurisdiction is the respective Court of Law *ratione loci* and *ratione materiae* in Vienna, inner city.