



## **Terms and Conditions for Online Bookings**

(as at 1.10.2020)

When making a booking through the online shop of the Mauthausen Memorial (subsequently MM), customers are agreeing to these Terms and Conditions (subsequently T&Cs) of the MM.

### **1. Prices**

The prices of the MM that apply will be those on current price lists and those listed on the website <https://www.mauthausen-memorial.org/en/Visit/Visitor-Information/Opening-times-and-prices>. The MM reserves the right to set prices that differ from those on the price list in individual cases. These will be shown during the booking process and on the booking confirmation.

Prices are subject to error. If the correct price is higher, the MM will contact the customer and the booking will only be concluded if the customer wishes to make a purchase at the actual price. If the correct price is lower, the lower price will be charged.

Concessions can be booked through the online shop by individual customers who are eligible for that concession. There is no right to a concessionary rate. The MM also reserves the right to offer concessions to wider groups of people at its own tills at its discretion. Concessions are only valid on production of photographic ID and proof of concession entitlement, or when the minimum group number has been reached. If a concessionary booking has been made where no eligibility to that concession exists, the difference will be charged or the customer will be asked to leave the memorial site. In the latter case, the price paid upon booking will not be refunded.

### **2. Payment**

Payments can be made by credit card, electronic invoice or eps transfer. Agreements on cash payment are at the discretion of the MM. The booking process is finalised when payment details have been entered and payment is confirmed via the 'Payment' button. Once complete, the booking is binding and can no longer be modified, insofar as there are no grounds for right of withdrawal. For cancellation see sections 6, 7 and 8 of these T&Cs. The purchase contract is concluded as soon as the booking process has been completed using one of the payment methods listed in above and the payment has been authorised by the relevant operating company, or full payment has reached the account of the MM.

### **3. Receiving the Booking Confirmation**

The booking confirmation will be sent by email once payment has been received and must be shown on entry to the site, either as a printout or on the customer's mobile device.

### **4. Warranty and Liability**

Current legal warranty provisions apply. The website was created in good faith and properly checked and tested. Nonetheless, the MM assumes no liability for the proper functioning of the website, the repair of errors, or that the website and/or server will be free of viruses or other damaging programmes, functions etc. The customer has no right to claim compensation for damages, for whatever legal reason, and in particular for delay, impossibility of delivering the service, positive claim infringement, culpability upon concluding contract, damages caused by defect, defects, or for improper actions, unless the damages were caused by intentional or grossly negligent behaviour on the part of the MM.

Material contained on any website referred to on this website or linked to this website does not form a constituent part of this website. The MM does not accept any liability for material contained on a linked website. The MM explicitly distances itself from any unlawful content on linked websites and bears no responsibility for the content or functions of these kinds of website.

### **5. Data Privacy**

Full information on the topic of data privacy can be found in the Data Privacy statement on the MM website at <https://www.mauthausen-memorial.org/en/About-us/Data-Privacy>.

### **6. Refunds for Bookings**

No refund can be given in the case of missing booking confirmations, however they went missing, or for unused or partially used bookings. This applies in particular to 'late arrivals'.

Late arrivals reduce the length of a booked tour. If a customer arrives more than 30 minutes late without having informed the MM by calling the telephone number given on the booking confirmation, the customer forfeits the right to a guided tour. The cost of the tour will still be charged.

## **7. Cancellations**

Cancellation of booked services can be made online via the customer's account by using the 'Cancellation' button under 'My bookings', or in writing to [education@mauthausen-memorial.org](mailto:education@mauthausen-memorial.org), including booking confirmation details. No fee will be charged for cancellations made at least seven days before the date booked.

If the customer cancels and no cancellation fee is incurred, then the MM is obliged to return any payment received from the customer to them within 30 days of the date the MM was informed of the cancellation. The MM will make the refund using the same method of payment used by the customer during the original transaction.

For late cancellations or failure to appear, a cancellation fee of €75 per planned guided tour will be charged.

Likewise, the customer must inform the MM of any changes to the number of participants at least seven days before the planned event. Failure to do so will result in the full cost of the original number of participants booked being charged. An increase in the number of participants will raise costs in line with the current price list.

## **8. Cancellation or Changes to Guided Tours or Other Services**

Limited access to the site due to the temporary closure of any areas of the memorial site, the exhibitions, or other events due to adverse weather conditions (rain, snow, storm, ice, etc.) do not give customers the right to cancel a booking. The MM explicitly reserves the right to make any closures necessitated by weather conditions.

Customers do not have the right to demand that the service they have booked be delivered by a specific person. The MM reserves the right to make changes to how services are run for organisational reasons, for example combining groups. Should staff not be available for a service at the stated time for reasons falling under the responsibility of the MM, then the cost will be refunded or compensated through a different service (e.g. audio guide).

It is the customer's responsibility to check for any changes on the day of the guided tour or event through checking relevant media or by telephoning the MM.

## **9. Opening Times**

The opening times of the MM are listed on the website at <https://www.mauthausen-memorial.org/en/Visit/Visitor-Information/Opening-times-and-prices>. No guarantee is given for the correctness of the information. The MM reserves the right to change opening times at its discretion.

Customers are advised to telephone the MM before visiting to check that it is possible to visit at their preferred time. No claims for compensation can be made on the basis of changes to the opening times.

## **10. Cancellation Policy**

In accordance with § 18 Abs 1 Z 10 FAGG ("Fern- und Auswärtsgeschäfte-Gesetz" / Distance Selling Act) customers have no right to cancellation (right of withdrawal) from a booking valid for a particular date.

## **11. Other**

Valid legal booking confirmations and declarations of intent will be sent to the email address provided by the customer during booking, unless written notification is received of a change of email address. When entering into the purchase contract, customers are required to provide the data requested in the contract in full and correctly. Customers are responsible for any costs to the MM that arise from having given incorrect, incomplete or unclear information. In the event of other claims for compensation made against the customer, customers are obliged to inform the MM of any changes to name or email address immediately. In case of failure to do so, all written communication sent to the last known email address will be considered as having fulfilled the requirements of valid and effective delivery.

Customers are aware that the Internet is not a secure medium of communication and data sent via the Internet can become known to others and can be used by a third party. The risk that data does not arrive at the MM or not in the form sent by the customer is borne by the customer. The MM operates on the assumption that the data it receives is the data sent by the customer.

If a customer forwards a booking confirmation, it is the responsibility of that customer to inform the new recipient that the T&Cs of the MM apply to all further customers. The T&Cs form an integral part of all contracts between customers on the one hand and the MM on the other.

By entering the grounds of the MM, customers agree to abide by the current valid Visitor Regulations. Infringement of the Visitor Regulations of the MM may result in customers being asked to leave the site. In this case any monies paid will not be refunded.

The contract is governed by Austrian law. For businesses or customers whose permanent address or place of residence is not in Austria, and are not employed in Austria, any legal disputes arising in connection with this contract, including its conclusion or dissolution, will fall under the jurisdiction of the court covering the district of 1010 Vienna.

The MM reserves the right to change and adapt these T&Cs as necessary, where any changes will apply only to future contracts. Should an individual clause of these T&Cs become invalid, this does not affect the validity of the other clauses.

The Visitor Regulations and Safety Regulations, as well as an Information Letter for Visitors, form an integral part of these Terms and Conditions for Online Bookings and can be found at: <https://www.mauthausen-memorial.org/en>

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