

WIENFUEHRUNG DDR. ANNA EHRlich

TERMS AND CONDITIONS

OUR COMPANY

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

Name and address/seat of company:

Guide Cooperation Wienfuehrung DDR. Anna Ehrlich / Reiserstrasse 59/9 A-1030 Wien /

Telephone: +43 676 922 7773 (office hours) / Fax: +43 1 8174955 1834

Internet: www.wienfuehrung.com and www.vienna-tours.at/

E-mail: office@wienfuehrung.at wienfuehrung@chello.at

Bank connection: DDR. Anna Ehrlich - Wienfuehrung,

Account Number 77498470, Postsparkasse (PSK) 60000 /

BIC (Bank Identifier Code) OPSKATWW

IBAN (International Account Number) AT9360 000 000 7749 8470 /

Member of: Vienna Chamber of Commerce,

Vienna Tourist Guide Association,

Tour Guide Association "Wiener Spaziergänge"

GENERALS

Applicability: The present Terms and Conditions will apply to all guide services offered by Wienfuehrung in English, French, Italian, Russian, Spanish, and other foreign languages. Any customer terms and conditions (including any variations proposed by the customer) are ineffective unless they are expressly recognized in writing by Wienfuehrung. They will not apply to our open tours for individuals published by the Tour Guide Association "Wiener Spaziergänge" (Other terms: no booking necessary, just be at the meeting point on time, etc.).

Guarantee: All services contained in the program of Wienfuehrung will be executed by the highly qualified and authorized members of Wienfuehrung or other carefully chosen authorized guides. We are 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 easily adapted to your personal needs and schedule - we will be pleased to inform you in detail.

BOOKING

Booking of our Tours:

All of our tours can be booked at any time in German or English, many of the tours are also available in other languages. Our VIP Guide Service is available in the most important languages: German, English, French, Italian, Russian, Spanish etc.

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

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

PARTICIPATION

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 our office 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 or by verbal injuries despite being warned by the tour guide / program executant may be excluded from further participation. In such a case, no money will be refunded.

Number of participants: The number of participants per tour guide should not exceed 30 when effectuating city walks, museum and exhibition visits. In some museums it is not allowed to guide groups exceeding 25 participants.

Liability: We cannot accept any responsibility for personal injuries or property damages occurring during any our services. Participation is at your own risk. Children are to be kept under proper supervision.

Copyright: Please note that all our tours are intellectual property of the Wienfuehrung Cooperation and therefore protected by international copyright laws. Many of our tours are enlisted at the Austrian Trade Mark Register and may only be conducted by members of our Cooperation Wienfuehrung. Usage of the tours, even partially, for commercial purposes and / or publication requires written agreement by the office of Wienfuehrung.

PAYMENT

Payment conditions for private tours without or with bus or limousine service, entrance fees, tickets, etc.:

European Community only: Private individuals living in Austria, Austrian and foreign school classes and foreign registered Companies and Authorities: Most of our services can be paid cash directly at the meeting point, if agreed.

Austrian Companies and Austrian Authorities will be charged after our service, the payment by bank credit transfer has to be arrived on our bank account within two weeks after receipt of the bill.

Other citizens will receive our bill in advance, the total amount of our service has to be arrived on our bank account within two weeks before the first day of our service unless otherwise agreed. 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 anybody wants to book is € 500,- or higher, a cash deposit of 50% has to be paid in advance unless otherwise agreed.

CANCELLATION AND TROUBLE SHOOTING

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 the phone number which you find on your tour confirmation or our office number +43 676 922 7773 (for emergencies only 9 a.m.–7 p.m., holidays and sundays 9 a.m.–1 p.m.). 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.

If you cannot find your guide at the confirmed meeting point or at the exact time: Please check your booking confirmation carefully if some misunderstanding occurred. If not it is necessary to switch on your cell phone, perhaps you find a message of your guide or our office. Otherwise call immediately first the phone number of the guide which you find on your tour confirmation. If there is no answer please call our office number +43 676 922 7773 (for emergencies only 9 a.m.–7 p.m., holidays and sundays 9 a.m.–1 p.m.) to inform us and to give us the chance for solving the problem. If the guide is in delay and you could not contact him or our office, please wait for him up to 30 minutes. In case of non-appearance of a booked and confirmed guide because we will send you another guide as soon as possible. If the tour must be cancelled we grant you a compensation of 160 Euro, except the guide could not appear due to force majeure (strike, war, violence of nature, etc.) or due to an unforeseeable and severe sudden physical disturbance or death in the last six hours before the tour.

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 (email 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.

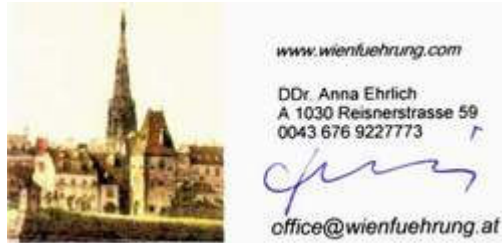
SOME LEGAL NOTES

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

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.

Jurisdiction and Venue: You agree that any legal action brought against Wienfuehrung 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 Wienfuehrung 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.



Jan 31st, 2009