

# General terms and conditions for purchasing online tickets to visit St. Stephen's Cathedral in Vienna

(valid as of 01/04/2019)

## 1. Scope

1.1 These General Terms and Conditions ("**GTC**") apply to all online ticket orders to visit St. Stephen's Cathedral in Vienna, made by a natural person, legal entity, or any other person having legal capacity (each a "**Customer**") via the online ticket store ("**Store**") at [www.stephanskirche.at](http://www.stephanskirche.at).

1.2 The Customer's contractual partner in connection with all online orders is the **Roman Catholic Metropolitan and Parish Church of St. Stephan in Vienna**, Stephansplatz 3, 1010 Vienna ("**Organiser**").

**Tel.:** (+43 1) 51552 – 3767 (Mon–Fri 8 a.m. – 12 p.m.)

**Email:** [kirchenmeisteramt@stephanskirche.at](mailto:kirchenmeisteramt@stephanskirche.at) (Mon–Fri 8 a.m. – 12 p.m.)

**Supervisory authority:** Federal Minister for EU, Arts, Culture and Media

1.3 The present General Terms and Conditions shall apply as amended at the time the Customer places the order. Insofar as these General Terms and Conditions apply to legal and contractual relationships between the Organiser and the Customer, the validity of any General Terms and Conditions of the Customer is hereby expressly excluded.

1.4 By placing an order online, the Customer acknowledges the present General Terms and Conditions as amended and fully agrees with their content.

## 2. Creating a user account

2.1 Before an order can be placed online, the Customer must first create a user account by entering his or her personal data in the registration form provided for this purpose, such as name, address, telephone number, and an email address that can be used to receive, read, save, and print emails from the Organiser.

2.2 The Customer can log onto the Store with his or her user account at any time and view and change his or her personal data. Further information on the processing of the Customer's data can be found in the separate privacy policy, which the Customer can access via the Store web page.

2.3 The Organiser is not liable for any misuse of the Customer's email address and/or the user account by unauthorised third parties.

## 3. Placing an order

3.1 The Customer places an order via the online order form that is integrated in the online Store. After the Customer has placed the selected tickets in the virtual shopping cart by clicking on the corresponding button in the online Store, a shopping cart overview will be displayed as a pop-up window. There, the content of the virtual shopping cart can be reviewed and changed if necessary. By clicking on the "**Check out**" button, the Customer accesses the electronic order form, which processes and completes the order in several steps.

3.2 Before bindingly submitting an order via the online order form, the Customer can continuously correct any entries using a regular keyboard and mouse. In addition, all entries can be reviewed once

more in a confirmation window before placing the binding order. Should the Customer wish to make any changes to the order, he or she can do so at any time before submitting the order by returning to step "1. Overview".

#### 4. Concluding the contract

4.1 In order to place a valid order (= Customer's offer to conclude a contract), the Customer must take the following necessary steps as part of the electronic ordering process:

a. Confirm the buttons

(i) "I acknowledge that I have read, and do hereby accept the Terms and Conditions without limitation";

(ii) "I have read the privacy policy";

and

(iii) "I have read the withdrawal information and understood under which conditions I have no right to withdraw from the contract"

by clicking on the respective fields during the electronic ordering process.

b. Select the desired payment method (currently only credit card payment possible) in the step "5. Method of payment" and enter the payment information;

c. Click on the button "**Confirm purchase**" at the end of the electronic ordering process.

After the order is placed, the Customer's payment information is verified. If it is incorrect, the Customer will be asked to enter it again. If correct payment information has been entered, an order confirmation will appear. The order is binding and can no longer be cancelled or modified. The Customer's possible rights of withdrawal according to Section 12 remain unaffected by this.

4.2 Immediately after the Customer's order has been transmitted, the Customer will receive an electronic order confirmation (by email), in which the order details are summarised once more. A valid contract for the tickets ordered by the Customer is concluded upon the Customer's receiving this order confirmation.

4.3 A payment confirmation will also be sent to the Customer directly together with the order confirmation. A copy of the present General Terms and Conditions, the tickets purchased by the Customer and the final invoice to the Customer are enclosed therewith.

4.4 It is expressly stated that the Organiser is at all times free to reject an order that is placed by the Customer or to refuse to accept the Customer's offer without providing a reason. The mere silence of the Organiser regarding an order shall under no circumstances constitute an acceptance of the Customer's offer in question.

4.5 The content of the orders placed by the Customer online is stored by the Organiser for 24 months from receipt of the order. If the Customer loses the order documents (with the exception of Print@Home tickets, see below), he or she can download them again within the aforementioned period via his or her user account. Alternatively, it is also possible to contact the Organiser by email/fax/phone. Print@Home tickets will be made available for download via the Customer's user account within the period specified in Section 6.2.1; in the event of loss, they can only be obtained again from the Organiser, insofar as they have not already been redeemed.

4.6 The online Store, the contract content agreed with the Customer, all other information, customer service, data information, and handling customer complaints are offered in German only.

## **5. Prices, payment**

5.1 The prices shown online on the day the order is placed apply. These prices are to be understood as gross prices including all taxes, in particular including any value added tax. All prices are shown in EUROS (EUR).

5.2 The fee to be paid by the Customer for the ordered tickets is due immediately once the Customer places the order (payment in advance). If no subsequent contract can be effectively concluded in accordance with the provisions of Section 4, the payment already made shall be refunded to the Customer.

5.3 The fee owed by the Customer can currently only be paid by credit card and directly once the respective order has been placed by the Customer; it is processed via the payment platform of an external payment processor (Wirecard Central Eastern Europe GmbH, Reininghausstraße 13a, 8020 Graz, Austria).

5.4 The tickets ordered by the Customer are deemed to have been paid for in full if the credit card details provided by the Customer in the course of the respective order process are confirmed by the external payment processor (credit card company) and the respective payment is subsequently received in full by the Organiser.

5.5 The credit card information entered by the Customer in the course of the online payment is not stored in the online Store. It is processed exclusively for the purpose of processing the payment in the payment processor's system.

5.6 Reduced rates are available online for children up to 14 years old and for school groups consisting of 15 to 18-year-olds. If a reduced rate is claimed, the ticket holder must present an official photo ID to confirm entitlement to the reduced rate at the time of admission.

5.7 If an unjustified reduced rate was claimed, the ticket holder has the possibility of paying the difference to the full ticket price. If the ticket holder refuses to pay this surcharge, the ticket loses its validity. In this case, the ticket price already paid by the Customer shall be deemed forfeited in favour of the Organiser and shall not be refunded to the Customer.

## **6. Delivery of purchased tickets**

6.1 Purchased tickets shall be delivered immediately after the respective contract has been concluded (cf. Section 4.2, last sentence).

6.2 Purchased tickets will only be made available to the Customer as Print@Home tickets as follows:

6.2.1 via the online Store, from which the Customer can download and print out the tickets within 14 days of concluding the respective contract (cf. Section 4.2, last sentence) via the download area of his or her personal user account;

6.2.2 as a PDF via email as an attachment to the confirmation of payment pursuant to Section 4.3.

6.3 The Organiser is not obligated to make the tickets that the Customer has purchased available in any other way than described in Section 6.2.

## **7. Scope of services**

7.1 Each ticket purchased via the online Store entitles the ticket holder (for personalised tickets, however, only the person named on the respective ticket) to a one-off tour of St. Stephen's Cathedral in Vienna during the respective viewing times (see Section 9) to the extent covered by the respective

ticket and the selected ticket category. The scope of services specifically covered by a ticket is shown in the relevant product description in the online Store.

7.2 Children under the age of 14 must be accompanied by an adult or participate in a guided tour when visiting St. Stephen's Cathedral in Vienna.

## **8. Redeeming purchased tickets, validity**

8.1 Upon presentation of the purchased ticket to the main ticket office in St. Stephen's Cathedral, the entitled ticket holder will receive one admission ticket for St. Stephen's Cathedral in Vienna for the visit/category booked in exchange for his or her Print@Home ticket that was purchased via the online Store. The ticket redeemed by the ticket holder is invalidated electronically when redeemed. It is then no longer possible to redeem it again.

8.2 For personalised Print@Home tickets, the Organiser is entitled, but not obligated, to additionally verify the identity of the ticket holder and whether the category of the redeemed ticket is correct and may request to take a look at the ticket holder's official photo ID for this purpose. If the ticket holder refuses such verification, the Organiser reserves the right to refuse the ticket holder entry to St. Stephen's Cathedral in Vienna.

8.3 Tickets purchased via the online Store are valid for 24 months from the date on which they were made available (see Section 6.2). After this period has expired, the tickets automatically lose their validity and can no longer be redeemed.

## **9. Visiting times**

9.1 The respective valid visiting times are announced on the website [www.stephanskirche.at](http://www.stephanskirche.at) and on a notice board at the main ticket office in St. Stephen's Cathedral in Vienna.

**9.2 The Organiser reserves the right to unilaterally change the visiting times of St. Stephen's Cathedral in Vienna at any time for objectively justified reasons (in particular due to liturgical and other events in the cathedral, renovation work, etc.); neither the Customer nor any other ticket holder may derive any claims whatsoever from this.**

## **10. House rules**

10.1 A Print@Home ticket may only be redeemed if the ticket holder undertakes to comply with the house rules of St. Stephen's Cathedral in Vienna as amended from time to time.

## **11. Prohibition on reselling tickets**

11.1 Tickets purchased via the online Store may not be passed on to third parties against payment. The Organiser reserves the right to refuse to redeem unlawfully transferred tickets.

## **12. Right to withdraw and information**

### **Withdrawal information for consumers**

#### **Right to withdraw**

If the Customer is a consumer, he or she has the right to withdraw from a contract concluded via the online Store without providing a reason. The withdrawal period is **14 days** from the day on which the

respective contract between the Customer and the Organiser has come into effect in accordance with the provisions of Section 4.

In order to exercise a right of withdrawal, the Customer must inform the Organiser of his or her decision to withdraw from the contract by means of a clear declaration (e.g. a letter sent by mail, fax, or email). The Customer may use the sample withdrawal form provided by the Organiser but is not obligated to do so.

In order to comply with the withdrawal period, it is sufficient for the Customer to send notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

### **Consequences of withdrawal**

If the Customer effectively withdraws from a contract, the Organiser will reimburse the Customer for all payments the Organiser received from the Customer for the respective contract immediately and no later than 14 days from the date on which the notification of withdrawal was received by the Organiser. For this repayment, the Organiser will use the same means of payment as used by the Customer in the original transaction, unless expressly agreed otherwise with the Customer. Under no circumstances will the Customer be charged any fees for repayments in a specially agreed manner.

In the event of the Customer's effective withdrawal from a contract, the tickets purchased by the Customer under this contract shall automatically be invalidated and can no longer be redeemed.

### **Exceptions to the right of withdrawal pursuant to Sec. 18 FAGG (Austrian Distance Selling Act)**

The Customer acknowledges that he or she has no right to withdraw from the respective contract if he or she redeems the ticket before the expiry of the 14-day withdrawal period and makes full use of the respective service (cf. Sec. 18 para. 1 no. 1 Austrian Distance Selling Act – FAGG).

In addition, the Customer has no right to withdraw from contracts for services rendered in connection with leisure activities, provided that the entrepreneur has stipulated a certain point in time or a certain period for fulfilling the contract (cf. Sec. 18 para 1 no. 10 FAGG). Accordingly, the Customer may not withdraw from contracts concerning the purchase of tickets, which exceptionally stipulate a fixed visiting date and time.

### **Sample withdrawal form**

To submit a declaration of withdrawal, the Customer may use a form template (PDF) that is made available to him or her as part of the ordering process. It can be printed out by the Customer, completed and sent to the Organiser. There is no obligation to use the sample withdrawal form.

## **13. Damages and liability**

13.1 Any liability of the Organiser vis-à-vis the Customer for damages caused by slight negligence – with the exception of personal injury – is excluded. This exclusion does not apply to consumers insofar as the breach of main contractual obligations is concerned. The Customer must prove the existence of gross negligence, provided that it does not concern a consumer transaction.

13.2 In all other respects, the statutory warranty and other liability provisions shall apply. A liability for obviously incorrect information and/or spelling mistakes is excluded.

## **14. Place of jurisdiction and choice of law**

14.1 Austrian law shall apply to the exclusion of its conflict of laws rules and the rules of the UN Convention on Contracts for the International Sale of Goods. In business transactions with consumers

within the European Union, the law of the consumer's place of residence is applicable insofar as mandatory provisions under consumer law are concerned.

14.2 In business transactions with entrepreneurs, the place of jurisdiction for all legal disputes arising from and/or in connection with the contract concluded between the Organiser and the Customer shall be the registered office of the Organiser. However, the Organiser is also entitled to sue at the Customer's place of business.

14.3 Should individual provisions of these GTC be invalid, the remaining provisions remain valid. The following also applies in relation to entrepreneurs: the ineffective provisions shall be replaced by a provision the effect of which comes as close as possible to the economic purpose pursued by the parties within the scope of their agreement.