

## General Terms and Conditions for Guided Tours by Authorised Tourist Guides

The contract covering the carrying out of guided tours including additional services may be closed under the following terms:

1. These contractual terms become valid when agreed to individually by the contractual partners.
2. Providing no special or unusual arrangements have been made, a standard guided tour at a standard local fee is deemed to have been agreed upon. When in doubt, standard local costs in Vienna and for Viennese tourist guides are for example deemed to be those normally charged by Viennese tourist guides (data gathered via a survey among its members and published annually by The Association of Certified Vienna Tourist Guides). This report may be ordered at: [www.guides-in-wien.at](http://www.guides-in-wien.at). As regards the federal provinces, surveys and/or recommendations of local professional organisations are to be considered authoritative. When in doubt, the contract laid out for authorised tourist guides published by the Austrian Professional Leisure Establishment Association of the Austrian Federal Economic Chamber (Wiedner Hauptstrasse 63, 1045 Vienna) is to be used as a guide:  
  
Austrian Professional Leisure Establishment Association  
Judenplatz 3-4 | A-1010 Vienna, T +431 514 50 Dw 4211 | F Dw 4216  
[www.freizeitbetriebe-wien.at](http://www.freizeitbetriebe-wien.at)
3. The tour manager, and tour escort-related activities of a tourist guide (Section 126 para 4 of the GewO), and in particular transfers, are to be handled as guided tours.
4. The principal is requested to charge his/her clients separately for services provided by the tourist guide in accordance with his/her contract for services (guided tour fee) and a general booking fee for the procurement of services.
5. Cancellation policy:  
If the client cancels in writing at least 14 days before the agreed-upon guided tour date (cancellation must reach tourist guide personally), then no cancellation fees must be paid to the tourist guide. If the client cancels between 3 and 14 days before the agreed-upon guided tour date, then a cancellation fee of half of the total agreed-upon guided tour sum must be paid. If the client cancels less than 3 days before the agreed-upon tour date, then the agreed-upon payment must be paid in full. The date of cancellation and the agreed-upon guided tour date count as days when calculating the deadline. The cancellation fees outlined here are lump-sum penalties which are to be paid regardless of fault or in the case of ensuing damages. The cancellation fee is to be paid for each individual cancelled guided tour.
6. Waiting periods:  
In case the client is delayed, the tourist guide is obligated to wait for one hour for the client at the agreed-upon meeting place. If the tourist guide is delayed, then the client must wait for 15 minutes for the tourist guide. The waiting period is calculated into the total duration of the guided tour.
7. Hindrance:  
In case of an unavoidable hindrance the tourist guide is obligated to provide an equally qualified substitute. The client must be informed of the replacement at all costs.
8. Payment:  
Payment is to be made in cash immediately following services rendered or immediately after receipt of invoice. For payments made by check, bank charges of up to €13,- may be invoiced. Program preparations shall be invoiced separately. Late interest charges are 1% per month (12% per year).
9. The tourist guide is forbidden to recommend that the client books directly via the tourist guide in the future. Inasmuch as it is not expressly barred in writing, however, the tourist guide may offer his/her guests a city walk on foot following the booked guided tour, provided the tour operator or tour manager has arranged no other planned programme.
10. Audio and video recordings during guided tours are forbidden.