

GENERAL TERMS AND CONDITIONS of the registered sole trader, Guide & More e.U.
Owner: Sonja Kimeswenger MBA

Valid for all contracts concluded on or after 1 January 2024

1. Scope of validity:

These general terms and conditions of business apply to all business transactions of the sole trader Guide & More e.U., owned by Sonja Kimeswenger MBA, registered at Katharina-Pieslinger-Weg 13, 4030 Linz (hereinafter Guide & More e.U.) with its customers. The area of activity of Guide & More e.U. comprises the organisation and carrying out of guided tours by state accredited and licensed tourist guides. Guide & More e.U. strives to provide its customers with tours of the highest quality, and shall take into account the individual wishes of its clients.

The general terms and conditions of Guide & More e.U. shall be the basis of all contracts, acknowledged by the customer and thus form an integral part of any contract. The general terms and conditions shall be sent to the customer together with the offer. Said general terms and conditions may also be accessed and viewed at any time by the customer on the website (www.guide-and-more.com).

Any general terms and conditions, along with any other terms of performance or payment of the customer that contradict the general terms and conditions of Guide & More e.U. shall hereby be expressly ignored and not form an integral part of any contract; only the general terms and conditions of Guide & More e.U. shall apply.

2. Guided tour order:

Following an enquiry in writing or by telephone, the customer shall receive a written offer from Guide & More e.U. If the customer accepts the offer in writing, the contract shall be deemed concluded and the general terms and conditions acknowledged by the customer.

2.1. Amendment to the guided tour order:

Any changes to the contractually agreed details of the guided tour (e.g. number of people, meeting point, duration of the tour, etc.) must be made in writing (post or email) and in a timely fashion, however at least seven days (being received by Guide & More e.U.) before the start of the planned tour of Guide & More e.U. If more than one guide was ordered for the tour and the number of guides is not reduced in a timely fashion in the event of any changes in the number of people (see cancellation policy), then the ordered number of guides agreed in the order confirmation shall be billed.

2.2. Absence of the guide:

Guide & More e.U. shall, in the event of the unavoidable absence of the guide stated in the contract, provide a replacement of equal professional standing. The customer shall be informed thereof in advance where possible. In the event of receiving a replacement guide of equal professional standing, the customer shall not be entitled to cancel the order or to claim compensation. Should it prove impossible to find a replacement, no fee shall be payable and any advance payments made shall be refunded within 14 days. The customer shall have no claim to any further compensation.

2.3. Group size:

The recommended group size of 20 people per guide should not be exceeded as far as possible.

2.4. Waiting times:

Group delay:

The guide shall wait at the agreed meeting point for up to 60 minutes after the agreed starting time of the tour. The waiting time shall be counted as a part of the tour's duration. In the event of a foreseeable delay, the customer must inform Guide & More e.U. or the respective guide using the latter's mobile phone number (see contract documentation). In the event of a delay, there shall be no automatic claim to the full length of the tour. Any possible extension shall depend on the availability of the guide and shall be billed as overtime in accordance with the respectively applicable tariffs.

Guide delay:

If the guide is late, Guide & More e.U. must contact the customer. The customer undertakes to wait for up to 30 minutes after the agreed starting time of the tour. The waiting time shall not be billed. There shall be no further claims to compensation.

3. Conditions of participation

Sound and film recordings during the tour shall not be permitted.

Guide & More e.U. or the guide conducting the tour shall be entitled to exclude from the tour any participants under the influence of alcohol, presenting a risk to the guide or the other tour participants or repeatedly ignoring the guide's instructions. The excluded participant shall have no claim to reimbursement of the tour price or to any other form of compensation.

4. Prices:

All prices, unless otherwise stated, are net and subject to 20% VAT.

5. Payment, due date, arrears:

The invoice shall be due for payment within 14 days of being issued. Payment must be made by a bank transfer free from any charges for Guide & More e.U. as the payment recipient.

In the event of late payment, Guide & More e.U. shall be entitled to bill the customer late payment fees in the amount of EUR 15.00 per reminder, in addition to the statutory interest on arrears. Moreover, Guide & More e.U. shall be entitled to pass on the arrears to a debt collection agency and/or a lawyer for collection, and the customer in arrears shall be required to cover all of the costs thereby incurred. With the conclusion of the contract, the customer agrees to allow their personal details to be forwarded to a debt collection agency and/or a lawyer in the event of late payment. The customer shall not be entitled to withhold payments or to offset said payments against claims of any kind.

6. Cancellation policy:

Cancellations may only be made in writing (post or email) and must be received by Guide & More e.U. by the deadlines set forth hereunder. The customer shall bear the risk for the timely arrival of the written cancellation.

In the event of a service being cancelled up to ten days before the date of the tour, there shall be no cancellation fees.

If the customer cancels between ten and eight days before the agreed date of the tour, then a cancellation fee of 50 percent of the agreed tour price shall be payable. If the customer cancels less than seven days before the agreed date of the tour or the tour does not take place for reasons that are attributable to the customer, then the agreed tour price shall be payable in full.

The day of cancellation and the agreed tour day shall be counted when determining the deadlines.

Said cancellation policy shall apply irrespective of any fault or damages incurred.

The cancellation fee shall be payable separately for each individual tour that is cancelled.

If the tour cannot take place for reasons attributable to Guide & More e.U. or the guide (e.g. illness, accident, etc.) or due to force majeure (e.g. strikes, natural disasters, etc.), then the customer shall not be required to pay a cancellation fee.

7. Liability:

Guide & More e.U. as well as the guides or other employees acting on its behalf shall, when performing their work, only be liable for any damages caused to the customer unlawfully and culpably (intent or gross negligence). Guide & More e.U. shall not be liable for minor negligence. Guide & More e.U. shall not be liable if a tour participant suffers injury or damages incidentally or due to their own careless or clumsy behaviour. Participation in any tour shall always be at the participant's own risk.

8. Privacy:

The customer shall voluntarily provide Guide & More e.U. with their personal details (name, address, telephone number, email, etc.) required to process the contract and the customer shall also agree that Guide & More e.U. may collect, process and use said personal details to the extent required to handle the contractual relationship.

9. Copyright for themed tours

All themed tours by Guide & More e.U. are protected by copyright and may only be carried out by Guide & More e.U.

The logo of Guide & More e.U. may only be used by third parties with the express consent of Guide & More e.U. and only on the basis of a written agreement to be concluded.

10. Place of fulfilment, jurisdiction, applicable law:

The place of fulfilment shall be the domicile of Guide & More e.U. in 4030 Linz.

The jurisdiction for all disputes between Guide & More e.U. and its customers, regardless of whether said customers are based in Austria or abroad, shall be the competent court of law at the domicile of Guide & More e.U.

Austrian law shall exclusively apply to the legal relationship between Guide & More e.U. and its customers.

Any relevant applicable regulations, such as those pertaining to consumer protection, shall remain unaffected hereby.

11. Severability clause:

Should any of the provisions of these general terms and conditions be or become ineffective, this shall not affect the validity of the remaining provisions. Said ineffective provision shall be replaced by a provision that reflects the economic and legal intentions of the ineffective provision, to the extent permitted by law.

12. Information about the sole trader Guide & More e. U.:

Company name:	Guide & More e.U.
Address:	Katharina-Pieslinger-Weg 13, 4030 Linz
Legal form:	Registered sole trader
Company register no. and commercial court:	FN 465035a, Linz Regional Court
Managing director:	Sonja Kimeswenger MBA
Chamber affiliation:	Economic Chamber of Upper Austria, specialist group for leisure businesses
Supervisory authority:	Linz District Commission
VAT no.:	ATU71554908
Year of establishment:	2017
Telephone:	+43 664 1223371
Email:	tours@guide-and-more.com
Website:	www.guide-and-more.com
Management contact:	Sonja Kimeswenger MBA
Bank details IBAN:	AT27 3400 0000 0283 6062
BIC:	RZOOAT2L