

# **TERMS AND CONDITIONS FOR THE ONLINE SHOP DOM- UND METROPOLITANKAPITEL ZU SALZBURG** (as at 1 October 2021)

Kapitelplatz 2  
5010 Salzburg

## **1. SCOPE OF APPLICATION**

1.1. The following terms and conditions are applicable to all contracts which you conclude via our online shop on our website [salzburg-dom.at](http://salzburg-dom.at) including but not limited to the purchase of admission tickets, tickets for tours including timeslot tickets and the purchase of shop items. You can purchase products from our online shop only at the following terms and conditions.

1.2. We reserve the right to cancel or to change events. Due to Cathedral service or necessary work such as installations, dismantling or conversions for events, parts of the Cathedral may be closed. Furthermore, we reserve the right to close the Cathedral for security reasons due to huge crowds of visitors.

1.3. When placing your order, you accept these terms and conditions. Conflicting or different terms apply only when these were specifically agreed in writing.

1.4. The house rules, as amended from time to time, are available on our website [salzburg-dom.at](http://salzburg-dom.at) . You accept these house rules when you purchase admission tickets or tickets for events.

1.5. Whenever contracts are concluded with consumers according to the Consumer Protection Act, as amended (Federal Law Gazette No. 140/1979), mandatory provisions of that Act will prevail over these terms and conditions, if they are incompatible with these provisions.

## **2. CONCLUSION OF CONTRACT**

2.1. The goods to be purchased are offered on the website [salzburg-dom.at](http://salzburg-dom.at) . We are offering our products in the online shop on a non-binding basis and only until stocks are exhausted.

2.2. Having selected the goods, completed all necessary personal data and opted for the desired form of payment and shipping you will submit your binding order to us (clicking “buy now”). You have to complete all mandatory sections for your order to be processed. We will then send you an automatic e-mail to confirm receipt of your order. This is for your information only and does not mean that we have accepted your order. A contract is concluded only when we have accepted your order in writing or when we supply the goods.

2.3. Your order will be accepted - and the contract concluded - within five days by e-mail confirmation, which confirms that we will execute your order (order confirmation). This applies also if you paid the purchase price before the contract was concluded or procured bank transfer. If, by way of exception, we cannot accept your order because the selected goods are not available or if the contract is not concluded for any other reason, we will promptly reimburse the advance payment to you.

2.4. The contractual procedure is exclusively conducted via e-mail. For this purpose, you have to ensure that the indicated e-mail address is correct and that messages are not stored as SPAM.

## **3. PRICES, PAYMENT**

3.1. Current prices of the products offered are listed on the website [salzburg-dom.at](http://salzburg-dom.at) .These prices are total prices and include statutory value added tax. We reserve the right to fix different prices (especially for special tours). Total prices do not including shipping expenses. We also reserve the right to supply parts of orders.

3.2. The available forms of payment are indicated on our website or in the item description. We reserve

the right to rule out certain forms of payment or to refer to other forms of payment.

3.3. Payments owed under the concluded contract are available immediately, unless otherwise agreed. Should you fail to meet a payment date, we will charge default interest at a rate of 6 % p.a. in addition to the purchase price. You are required to reimburse to us any dunning charges or other costs we have incurred in connection with asserting our rights.

#### **4. TICKETS**

4.1. Admission tickets purchased online are e-mailed to you after we have received your payment. You have to show these tickets at the entrance either as a print-out or a mobile ticket as QR code. It is your responsibility to ensure that the print-out is legible. We will not accept tickets containing illegible or non-verifiable information. You may only create a single printed version of a ticket. You are required to take all reasonable measures to prevent the reproduction of tickets. Tickets are transferable before you take advantage of an offer. Whenever you give the ticket to another person, you will ensure that this person is aware of our terms and conditions which form part of the contract. Tickets may not be offered for sale.

4.2. Paid tickets can neither be exchanged nor reimbursed, but can be transferred to other persons or exchanged for alternative event dates during the validity period. If you want to transfer your ticket or wish to attend a different event, please contact us at [info@salzburger-dom.at](mailto:info@salzburger-dom.at).

4.3. Tickets are valid one day (or only for the selected time slot according to Section 4.5) and allow you to take advantage of an offer once. The ticket will state the period of validity or the time slot.

4.4. Additional costs may arise, inter alia, for admission tickets, and especially for combined tickets or for the use of audio guides (if the customer wishes to use these services).

4.5. You have to book a time slot if you want to visit the Cathedral. The time slot is already included in the ticket price. You cannot visit the Cathedral without a valid time slot ticket (except for holders of annual passes). You can book only the available and offered time window. Timeslot tickets are transferable.

4.6. Customers purchasing annual passes will be e-mailed a mobile ticket which is valid for one year with immediate effect. At the customer's request, a physical card will be sent by surface mail within 21 days or can be issued at the Cathedral ticket counter. The annual pass is personalised and cannot be transferred to others. You are required to show a photo ID along with your annual pass.

4.7. Please e-mail us at [info@salzburger-dom.at](mailto:info@salzburger-dom.at) in case you have lost your card.

#### **5. DISCOUNTS**

5.1. The online form must contain the correct information necessary to get the relevant discount. There is no legal right to discount tickets.

5.2. If you have benefitted from a discount, you are required to show your photo ID and proof of eligibility when you enter the Cathedral.

5.3. Any admission ticket or event booking for which an unjustified discount was claimed will be invalid. However, you may pay the difference to the full ticket price; otherwise you will not be allowed to visit the Cathedral. In this case, the price already paid will not be reimbursed to you.

#### **6. RESERVATION OF TITLE**

We retain title to the goods pending payment of the full price. The assertion of reservation of title constitutes a withdrawal from the contract only if the right of withdrawal was specifically exercised. Before title to the reserved goods was transferred, they may not be given as a gift, loan, pledge or for security purposes.

## **7. WARRANTY, DAMAGES**

7.1 You are entitled to the legal warranty claims. In case of identified defects, we will take corrective action exclusively by exchanging the defective good.

7.2. We are not liable for compensation in case of slight negligence, except in cases of personal injury. We are not liable for the constant possibility to order offers via the website. We are liable for defects due to any legal ground whatsoever (e.g. damage due to failures, errors or interruptions) only if and when these were caused by our fault or gross negligence.

7.3. We will not be liable in case of gross negligence either if you are a business undertaking. In this case, you will have to prove that we were at fault. We will not compensate consequential damage, non-material damage and lost profit. Claims for the compensation of damage will be statute-barred six months after the damage and the damaging party were identified.

7.4. For the sake of clarity, any content of referenced or linked pages does not form part of the website. We specifically do not accept any warranty or liability for the content of referenced pages.

7.5. We cannot guarantee that data communication via the Internet according to the state of the art is available error-free and/or at all times. We are therefore not liable either for constant or interrupted availability of the website and the service offered on the website.

## **8. CHOICE OF LAW, LANGUAGE, PLACE OF PERFORMANCE, JURISDICTION**

8.1. Our contracts are governed by and construed in accordance with Austrian law, unless mandatory laws provide otherwise. The UN Sales Convention and the conflict of law rules are explicitly contracted out.

8.2. Contracts, orders and complaints can be drawn up in German and in English.

8.3. Unless otherwise agreed, place of performance with respect to deliveries and services shall be the domicile of Domkirchenfonds Salzburg.

8.4. All disputes arising from or in connection with this contract shall be referred to the court with jurisdiction *rationae loci* for the City of Salzburg and the court with jurisdiction *rationae materiae* for commercial matters, except for costumers according to the Consumer Protection Act.

## **9. RIGHT OF WITHDRAWAL**

9.1. A consumer may withdraw from the contract within 14 calendar days without stating any reason. Compliance with this deadline depends on the date of the postmark.

9.2. You will have to bear the costs of returning the goods, unless we have delivered defective goods.

9.3. Information on the exercise of the right of withdrawal and a model withdrawal form are available via the corresponding button on our website. The relevant information will be provided separately during the ordering process.

## **10. DATA PRIVACY**

We are subject to the provisions of Austrian data protection and the General Data Protection Regulation. We will process and store your personal data exclusively for the processing of the contract and for the compliance with legal provisions.

## **11. SEVERABILITY**

Should any term hereof be invalid, in whole or in part, or become invalid due to legislation, the remaining terms hereof will remain in full force and effect. The parties undertake to replace an invalid term by a valid term that reflects the invalid term.