

Terms and conditions for the hire of wagons and catering for the Vienna Ferris wheel.

I. General Remarks

1. The minimum rental period is half an hour
2. The rental is possible during the operating hours of the Viennese Giant Wheel at the general transport conditions.
3. You have to follow the staff's instructions.
4. The maximal number of persons per wagon is 12.
5. You have to leave the wagon after the rental period in immaculate shape. The tenant is liable for damages and for the loss of items.
6. The Ferris wheel guarantees for the accomplishment of an agreed event under the premise of normal operating procedure. The Viennese Giant Wheel is not liable for acts of nature, current- or operating disorders.
7. Only at deliberate or grossly negligent damage people can claim for compensation.
8. All other complaints have to be announced within 3 business days and have to be in written form. Otherwise the service qualifies as accepted.
9. The selection of dishes is seasonal-related and varies therefore.

II. Accomplishment of agreement

1. The completion of a contract gets confirmed in writing (letter, e-mail). Promises are not accepted until they are confirmed on both sides in writing.
2. The Viennese Giant Wheel only accepts contracts under the terms of business and transport. These are published on the website www.wienerriesenrad.com, are hung up in the business premises and get transmitted by request.
3. All prices are Euro/ gross prices, meaning inclusive VAT. Payments are immediately after billing, in any case before the beginning of the event, without any discount to be accomplished to the account Volksbank Baden-Mödling-Liesing (BLZ 42750), Nr: 33628940000.
4. An offsetting is just allowed with determined without further legal recourse claims. The retention of payments because of notations is not permitted.
5. In the event of default all encashment costs (dunning-, collection-, lawyer-, law costs and fees) are to replace.
6. From the beginning of the default the real financial expenditure of the Ferris wheel takes effect, at least however 9,5% p.a as agreed.
7. Place of jurisdiction for every conflict of this contractual relationship is Vienna, Austrian law takes effect.

III. Cancellation conditions

In case of the resignation of the tenant from the contract the following cancellation costs are classified as agreed:

- 14-10 business days before the event: 25%
- 9-5 business days before the event: 50%
- 4 business days before the event: 100%

By purchasing a ticket, the rental or other type of use of the wagon of the Viennese Giant Wheel the following

Terms of transport of the Viennese Giant Wheel

become effective:

1. It is not allowed to
 - a) take along dishes or beverages
 - b) smoke in the wagon
 - c) open the windows unauthorized and/or throw out items
 - d) change the balance of the wagon on purpose so that the wagon begins to swing
 - e) inscribe, paint or pollute the ceiling of the wagon. Cleaning- and repair costs are brought to account.
2. Drunken people are not allowed to ride on the Viennese Giant Wheel.
3. Dogs only get carried with leash and muzzle.
4. Parents are liable for every kind of damage caused by their children.
5. You have to follow the staff's instructions. If you do not follow the instructions, the Viennese Giant Wheel is entitled to refuse the transport or to dismiss you from the company grounds. In this case the customer cannot make a claim to anything.
6. It is forbidden to leave the marked accesses and transport routes of the company grounds.
7. The Viennese Giant Wheel is allowed to refuse the transport of individual persons without a statement. In this case the customer gets the transport costs refunded. In particular cases the transport will be stopped, if a safe operating procedure is not possible. In this case the customer renounces a claim for compensation for whatever legal reason.
8. Movies, pictures or other illustrations of the Viennese Giant Wheel, of the wagons as well as of the inside of the wagons, for commercial or professional purpose are forbidden and require in every single case a written permission of the executive office.
9. Publishing pictures, movies or other illustrations of the Viennese Giant Wheel, of the wagons as well as of the inside of the wagons without prior permission of the executive office is unexceptional forbidden.
10. Only at deliberate or grossly negligent damage people can claim for compensation.
11. The contempt of this terms of transport will be prosecuted.
12. Place of jurisdiction for conflicts from this agreement is Vienna.