

# K Ü N S T L E R H A U S

## Besitz- und BetriebsGmbH

### House Rules & General Terms and Conditions of Künstlerhaus Besitz- und BetriebsGmbH

(As of: 21 July 2023)

By entering the Künstlerhaus or purchasing admission tickets for ALBERTINA MODERN or the Künstlerhaus Vereinigung, visitors accept these House Rules and General Terms and Conditions of the museum operator, Künstlerhaus Besitz- und BetriebsGmbH.

Visiting the spaces of the Künstlerhaus entails the obligation to comply with these House Rules.

#### 1. House Rules

**Smoking:** Smoking—including the use of electronic cigarettes—is prohibited throughout the museum with no exceptions.

**Food:** Eating and drinking are permitted exclusively in the museum cafeteria. Upon prior arrangement in special cases (children's birthdays, guided tours for preschool and elementary school groups), children may consume packed snacks in the agreed-upon area.

**Mobile phones:** Speaking on the phone is prohibited in the exhibition areas.

**Disturbance of museum operations:** The operation of radios and television sets in the exhibition spaces is prohibited, as is the use of musical instruments. Exceptions to this rule can only be granted by the respective institutions' head administrators.

**Wi-Fi:** Use of the free Wi-Fi is permitted during one's museum visit.

**Behavior at the museum:** Visitors must keep their distance from the artworks and are under no circumstances permitted to touch them. All spaces are to be kept clean. Visitors bear responsibility for all damages caused by their own behavior.

**Children:** Children who have not yet completed their 14th year shall only be admitted to exhibitions and events if accompanied by an adult charged with their supervision. Supervisors and legal guardians bear general responsibility for their children and/or for school students in their charge and are responsible for ensuring their appropriate behavior. This supervisory obligation pertains throughout their stay in the building in the interest of avoiding accidents and damage as well as keeping the museum area free of disturbances to others. Exhibitions with explicit or mature content may feature age restrictions, which will be posted at the ticket desk.

**Baby carriages:** These are allowed everywhere. Baby changing stations are available to visitors in the correspondingly marked toilet facilities.

**Bicycles and similar:** Bringing bicycles, scooters, skateboards, and other means of conveyance (excepting physiologically necessary ones such as wheelchairs, wheeled walkers, and other mobility aids) into the museum is prohibited.

**Animals:** Bringing animals into the building is prohibited; an exception to this rule is made for certified assistance dogs. Visitors with assistance dogs must present corresponding identification when they visit. In the interest of facilitating optimal assistance onsite, prior notice is requested.

**Photos, videos:** The museum operator permits the taking of photographs and the shooting of video footage for private, non-commercial use. Please do, however, observe any notices that generally prohibit photography in the case of individual artworks. The museum operator also wishes to point out that the publication of private photographs or footage (especially on the Internet) as well as the use of such photographs or footage outside of the private realm or for commercial purposes is not permitted by the museum operator and may infringe upon the rights of third parties (creators, holders of use rights). The use of flashes, tripods, and selfie-sticks is prohibited. Special rules may apply to special exhibitions; any notices to this effect posted in the exhibition spaces must be observed. Visitors can request permission from the museum operator to take photos and shoot video footage for journalistic, commercial, and/or scholarly purposes. Concerning the commercial use of still and moving images of exhibited works, please contact Image Reproduction Services at ALBERTINA MODERN or the management of the Künstlerhaus

# K Ü N S T L E R H A U S

## Besitz- und BetriebsGmbH

Vereinigung.

**Drawing:** Drawing with a pencil on a pad of paper (max. size: A4) in the exhibition spaces is allowed as long as the museum is not too crowded. Prohibited are ink, paint, easels, chairs, the use of erasers or pencil sharpeners, and drawing while sitting on the floor. Folding stools with rubber feet may be used.

**Museum attendants:** Museum attendants' instructions must be followed.

**Objects found unattended:** Please bring any unattended objects that you encounter inside the building to a museum attendant, to the ticket desk, or to the cloakroom. Objects thus found will be kept for their owners. Objects that are not articles of clothing and have not been retrieved within two weeks will be turned over to the municipal lost property office. Articles of clothing that have not been retrieved within three months of deposit will be donated to charity.

**Surveillance cameras:** The museum reserves the right to provide the relevant judicial bodies with video footage from its surveillance cameras for examination by public authorities or courts of law.

**Entry bans:** The museum reserves the right to refuse entry to the following persons:

Persons who fail to adhere to these House Rules & General Terms and Conditions or to museum attendants' instructions regarding compliance therewith;

Persons who cause obvious disturbance to other visitors or impede museum operations through their behavior;

Persons who suffer from a notifiable communicable disease;

Persons carrying weapons or other dangerous objects with them;

Unaccompanied children under the age of 14.

Should such a reason only become apparent after a person has entered the museum, said person shall be obligated to leave the museum immediately upon being told to do so by the head attendant on duty. In such cases, the admission price shall not be refunded.

The museum reserves the right to permanently ban visitors who repeatedly disturb museum operations or violate the House Rules & General Terms and Conditions.

## 2. Admission Tickets

**Purchase:** Admission tickets for exhibitions and events of ALBERTINA MODERN and the Künstlerhaus Vereinigung as well as certain products are available at the ticket desks of the museum operator during the respective opening hours.

**Contractual partner:** Künstlerhaus Besitz- und BetriebsGmbH (Company number: 450445w, Karlsplatz 5, 1010 Vienna), as the museum operator, is the contractual partner of visitors to ALBERTINA MODERN and the Künstlerhaus Vereinigung.

**No legal claim:** The museum makes a consistent effort to provide all interested parties with the best possible service relating to the purchase of admission tickets and of products in its shop. There exists no legal entitlement, however, to the purchase or reservation of one or more admission tickets for exhibitions or other events held by ALBERTINA MODERN or the Künstlerhaus Vereinigung or of products offered by the Museum Shop.

**Prices:** Prices apply in accordance with the currently valid price lists, which are posted at the ticket desk. These prices contain VAT at the legally mandated rate. The museum operator reserves the right to set prices that may, in certain cases (special exhibitions and special events), deviate from the price lists; these prices will likewise be posted at the ticket desk as well as indicated on the admission tickets. Indications of price are subject to error.

**Reduced prices:** Reduced-price admission tickets may be purchased only by individuals belonging to one of the groups entitled thereto. There exists no legal claim to the purchase of reduced-price admission tickets by any particular group of individuals. The museum operator reserves the right to offer reduced-price admission tickets to a larger group of qualifying individuals at its own ticket desks. Per interested individual, only one reduced-price admission ticket shall be issued. Reduced-price admission tickets are only valid upon presentation of a photo ID documenting one's entitlement or if a required minimum group size has been reached. Should you attempt to use a reduced-price admission ticket without being entitled to do so,

# K Ü N S T L E R H A U S

## Besitz- und BetriebsGmbH

you may be asked to pay the difference between the reduced-price admission ticket and a regular admission ticket or be asked to leave the museum premises. In the latter case, the price paid for the admission ticket will not be refunded.

**Limitation:** The museum operator reserves the right to sell only a limited number of tickets per interested individual for exhibitions that are especially popular, though it may also deviate from this policy in individual cases at its own discretion.

**Payment:** Payment for admission tickets is made at the ticket desks of the museum operator in cash, using a debit card, or using credit cards and/or other payment methods indicated at the ticket desks. The museum operator reserves the right to establish a minimum amount below which credit card payment will not be accepted. The applicable minimum amount is indicated on the price lists posted at the ticket desks.

**Validity of admission tickets:** Museum personnel must always be shown one's valid admission ticket upon their request. Regardless of how they are paid for, admission tickets are valid as follows:

- **Regular admission tickets:** Admission tickets purchased at the ticket desks of the museum operator are valid only on the day of purchase printed thereupon (excepting combination tickets with the ALBERTINA Museum, which are valid for one visit to each of the two museums within a year of the date of purchase printed thereupon).
- **Advance sale tickets:** These are valid up to the date printed thereupon (= "gültig bis dd.mm.yyyy").

The visitor is not entitled to request a refund of the price paid for advance sale tickets that expire unused. Admission tickets are scanned and validated when one enters the exhibition area for the first time. Interruptions of one's museum visit on the same day are permitted but must always be announced to the employee at the admission point through which one leaves the exhibition area.

**Resale of admission tickets:** Offering for sale as well as actual sale of admission tickets to exhibitions and events of the museum operator on the museum premises (i.e., within the museum and in front of the entrance) is prohibited. If a purchased admission ticket is passed on to a second individual, the previous purchaser of said ticket is responsible for pointing out that the House Rules & General Terms and Conditions also apply to all other visitors. The House Rules & General Terms and Conditions are a component of all contracts between visitors and the museum operator.

**Return/Exchange/Compensation:** No exchange of paid-for admission tickets, replacement of admission tickets lost in whatever way, or compensation for tours not or only partially taken can be made. This applies in particular to individuals who miss the beginnings of their tours or who only arrive shortly before the exhibition spaces close and can no longer be admitted due to eventualities such as heavy attendance and/or overcrowding of a particular exhibition or the entire museum and consequent suspension of access to certain exhibition spaces at short notice.

**Limits to viewing opportunities:** Admission tickets entitle their bearers to enter only all of those exhibitions and spaces in the museum that are open at the point in time at which they visit. If capacity limits are reached, individual areas, exhibitions, or the entire museum may be temporarily closed to additional visitors. The museum operator reserves the right to temporarily suspend access to certain areas should this become necessary (due to organizational or conservatorial factors, weather conditions, or special events). Such limitations do not entitle visitors to return already-purchased admission tickets for a refund. The museum operator and/or ALBERTINA MODERN or the Künstlerhaus Vereinigung may also change their programming (guided tours, exhibitions, lectures) for substantively justified reasons in ways that are not unreasonable for their visitors. If guided tours and/or lectures are rescheduled by more than two hours, however, visitors do have the right to request refunds of the fees that they have paid for said tours and/or lectures. It is the visitor's responsibility to inform him or herself of any such changes on the day of the tour and/or event, either via appropriate media or by phoning the museum operator and/or ALBERTINA MODERN or the Künstlerhaus Vereinigung.

### 3. Admission

**Opening Hours:** Opening hours are indicated on the website of the museum operator and on the websites of ALBERTINA MODERN and the Künstlerhaus Vereinigung. No guarantee is made for the accuracy of this information as provided. Opening hours may still be changed by the museum operator. Visitors must inform themselves independently in advance (at the appropriate websites or by telephone) as to whether it will be possible to visit the exhibition spaces at their desired times. No claims to indemnification associated

# K Ü N S T L E R H A U S

## Besitz- und BetriebsGmbH

with changes to opening hours can be made.

**Refusal of admission:** Should you be experiencing symptoms such as fever, coughing, shortness of breath, or other respiratory difficulties, we request that you refrain from visiting the museum. Visitors presenting with such symptoms can be made to leave the ALBERTINA Museum along with any and all children for whom they bear responsibility should the symptoms be clearly evident to museum service personnel.

#### 4. Cloakroom

**Obligatory use:** Umbrellas, metal-tipped canes (suitable walking aids are available at the cloakroom), wet articles of clothing, backpacks larger than A4 format, and bags/packages larger than A3 format must be deposited in the cloakroom (for a fee) or in the cloakroom lockers (free of charge). Any small backpacks or bags that a visitor does bring in must be carried in front of their body or hung over their shoulder and at their side. The museum operator reserves the right to require visitors to deposit smaller bags, as well. During inclement weather and at special exhibitions, the museum operator can declare an obligation to deposit all outerwear in the cloakroom (lockers) for conservatorial reasons.

**Refusal:** In specific cases, such as with dangerous or oversized objects or if capacity has been reached, the cloakroom can refuse to accept objects for safekeeping.

**Termination of service:** Objects that are not retrieved (with the exception of garments) will be turned over to the municipal lost property office 14 days after being deposited. Articles of clothing not retrieved within three months of deposit will be donated to charity.

#### 5. Exclusion of Liability

**Claims to compensation** for damages asserted by visitors for whatever legal reason—especially concerning delays, an inability to render services, positive violation of a contractual duty, fault in the conclusion of a contract, damage/harm caused by a defective product, or impermissible actions, or in cases of objects left behind, forgotten, or lost on the premises of the museum as well as in cases of objects deposited in the free lockers—are excluded insofar as said damages are not owed to malice or gross negligence on the part of the museum operator. This limitation does not affect compensation for damages to individuals or to items deposited in the cloakroom for processing and storage or compensation for damages covered by the Product Liability Act.

#### 6. Privacy Policy

You will find all relevant information on the topic of data protection in the Data Protection Declaration on the website of the museum operator.

#### 7. Miscellaneous

**Applicable law:** Austrian law applies with exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods.

**Place of jurisdiction:** For businesses and consumers whose place of residence or habitual abode is outside of Austria and who are also not employed in Austria, the competent court for 1010 Vienna is agreed upon as the competent court for all legal disputes arising in connection with this contract, including cases concerning its establishment or termination.

**Changes:** The museum operator reserves the right to change and/or adapt these House Rules & General Terms and Conditions whenever necessary, in which case the respective changes shall apply only to contracts concluded subsequent to such changes.

**Online dispute resolution:** If the visitor is an EU resident, s/he can access the online platform of the European Commission for online dispute resolution here: <http://ec.europa.eu/consumers/odr>.

**Public announcement:** The House Rules & General Terms and Conditions are made available in their current version at the ticket desks and in the cloakroom area. They can also be accessed on the websites of the museum operator, ALBERTINA MODERN, and the Künstlerhaus Vereinigung.

# K Ü N S T L E R H A U S

## Besitz- und BetriebsGmbH

### Websites:

**ALBERTINA MODERN** (operator: Künstlerhaus Besitz- und BetriebsGmbH, Karlsplatz 5, 1010 Vienna).  
<https://www.albertina.at/albertina-modern>

**Künstlerhaus Vereinigung** (operator: Künstlerhaus Besitz- und BetriebsGmbH, Karlsplatz 5, 1010 Vienna).  
<https://www.kuenstlerhaus.at>

**Künstlerhaus Besitz- und BetriebsGmbH**, Karlsplatz 5, 1010 Vienna  
[www.kbbg.at](http://www.kbbg.at); Tel.: +43 1 53483-0