

Corona

Your rights as a consumer

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1. Tickets for theatre, concerts or sports events

Concerts, open airs, theatre, sports events etc. cancelled – the following applies:

Attention! There are new legal rules for art, cultural and sports events! The law applies to private events cancelled after 13 March 2020, but not to federal, state or local events.

The law stipulates that instead of refunding the ticket price, a voucher can be issued.

1.1. Which events are affected?

- Art or cultural events, e.g. concerts, opera performances; theatre performances, film screenings, performances;
- Closure of art or cultural institutions, e.g. museums or cultural monuments;
- Sports events, e.g. professional tennis tournaments, league football matches, but also, for example, paid running events for amateur athletes.

1.2. Which amount of a voucher do I have to accept or when can I withdraw?

The law provides a graduated scale according to the ticket price:

- Up to 70 Euro, you have to accept a voucher.
- Up to 250 Euro you can get a voucher for 70 Euro, the amount above that you will receive in cash (up to max. 180 Euro),
- For amounts exceeding 250 euros, the company can again issue a voucher

Some examples for illustration:

- Ticket price 70 Euro: You only get a voucher worth 70 Euro.
- Ticket price 90 Euro: You get a 70 Euro voucher. You can cash out the amount of 20 Euro.
- Ticket price 250 Euro: You will receive a 70 Euro voucher. The remaining amount of 180 Euro can be paid out.
- Ticket price 300 Euro (and higher): You will receive a 70 Euro voucher. You can cash out the remaining amount of 180 Euro. The remaining amount of 50 Euro ($300 - 70 - 180 = 50$) can be paid out again by means of a voucher.

Redemption and transferability: You can give the voucher to any consumer. You can (but do not have to) use the voucher for another event of the organizer or for a visit to the art or cultural institution after reopening.

Note: However, the organizer may not exclude any events from redemption.

If the voucher is not redeemed by 31.12.2022, you have the right to immediate payment. Please note that you must claim this right from the contract partner. We recommend that you inform the contractual partner in writing (registered mail), stating the account number and a copy of the voucher.

No costs may be charged to you for issuing, sending or redeeming the voucher.

1.3. I have purchased several tickets at once. What applies then?

The regulations also apply if you have purchased several tickets or admission tickets in one purchase transaction. For example, the contractual partner may issue a voucher for each ticket up to 70 euros. The same applies to events lasting several days (e.g. music festivals). For example, if tickets were purchased for several days, the event organizer can issue a separate voucher for each individual event contract.

In the event of partial discontinuation of services and in the case of art and cultural institutions that are closed for a period, the value of the voucher may be limited to the amount to be partially reimbursed.

1.4. What applies if I purchased the tickets through an agent?

These regulations also apply if the tickets were purchased through an agent. The organizer issues a voucher and has to hand it over to the agent. The agent has to hand over the voucher to you immediately.

1.5. What applies to recurring subscriptions?

Instead of the voucher, you can request a credit to the subsequent subscription.

Attention! Operators may initially also offer a voucher for the full amount - but you can refuse this. If you do not accept a voucher for the full amount, the organizer may only issue you a voucher for up to 70 euros and you can have the remaining amount paid out (up to a maximum of 180 euros).

We recommend that you inform the company in the letter of request for the ticket cost reimbursement that you do not accept a voucher for the full amount (a sample letter on this can be found below).

The law does not apply if the organizer is a local authority (federal, state, local authority), or a legal entity that is majority-owned by or liable for the federal, state or local authority.

Tip: Contact the organizer in writing by registered mail (copy of the letter and keep the registered mail receipt!) and ask for a refund of the ticket price. Important! For ticket prices up to and including 250 Euros: Inform the company immediately that you do not agree with vouchers exceeding a value of 70 Euros and demand payment of the difference to the ticket price.

If your ticket price is over 250 Euros, you refuse the complete refund by vouchers and demand payment of the legally maximum amount of 180 Euros.

[Download: Sample letter on ticket refunds due to event cancellations](#)

Note: Please note that the regulations also apply if you purchase an admission ticket or ticket now. If the event is cancelled in 2020, you would - mostly - only get a voucher!

2. Travel

City trips and to some extent even summer holidays are booked - what to consider in case of cancellations and cancellations:

Travel and Corona – the ministry together with the VKI offers a hotline free of charge under the number 0800 201 21, Mo-So 09:00 to 15:00.

2.1. What rights do I have if the operator cancels my trip?

If the operator cancels your trip, you have the right to get your money back.

2.2. Can I cancel an already booked package tour free of charge?

Cancellation free of charge is only possible if the start of the holiday and the occurrence of the hazardous situation are very close together. If, for example, the destination is not in the crisis region directly affected by the virus, or the holiday is not due to start for several weeks, all you can do is to wait and see how things develop.

A travel warning issued by the Ministry of Foreign Affairs is, in any case, considered sufficient for withdrawal; however, in order to withdraw, such an official warning is not necessarily required!

Attention: At present, the Ministry of Foreign Affairs strongly advises against all not necessary travels in general. All countries, worldwide, were set to 'high security risk' (security level 4 of 6). This exceptional step should be a sufficient reason for a free cancellation of a package tour.

Tip: Contact your tour operator immediately! Observe the further developments closely. Check the website of the Ministry of Foreign Affairs directly to learn about the current security warnings!

In general, the following applies to package holiday tourists:

If you have booked a package tour (e.g. a combination of several travel services, usually transport and accommodation), you have the right to withdraw from the package tour contract free of charge before the start of the trip if exceptional circumstances occur at or in the immediate vicinity of the holiday destination, which significantly impair the performance of the package tour or the journey. Exceptional circumstances are for example acts of war at the destination, natural disasters or the outbreak of a serious illness at the destination. However, the existence of exceptional circumstances must be assessed based on the specific circumstances of the individual case.

[Sample letter: You can find the sample letter of withdrawal according to the Package Travel Act.](#)

2.3. When should I cancel?

Unfortunately, we cannot give a general answer to this question. It always depends on the specific individual case.

It is clear that a free cancellation is possible if there is a travel warning for your destination on your departure day. In addition, you can cancel free of charge shortly (about one week) before the start of your trip if the danger situation at or in the immediate vicinity of your destination is exceptionally high.

If you do not want to wait until shortly before departure, you can cancel now at your own expense. In principle: the earlier a trip is cancelled, the cheaper are the cancellation costs.

Ultimately, every traveller must decide for himself whether he cancels the trip (at a reasonable cost) at an early stage or waits to see how the situation develops.

Those who want may have the opportunity to cancel free of charge, but it depends on the further developments. However, it cannot be ruled out that due to an easing of the situation at a later point in time no free cancellation will be possible.

2.4. The tour operator wants to offer me a voucher or a rebooking instead of a refund. Do I have to be satisfied with this?

No. The Package Travel Act does not provide for rebooking to an alternative tour in case of danger at the holiday destination. Also, the issue of a voucher instead of a refund is only permitted if you agree to this solution. Both the traveller and the tour operator can therefore immediately claim a cancellation of the contract including a refund of the travel price.

If you refuse a voucher or a rebooking, the company has to refund the travel price. You can find a sample letter [here](#).

2.5. Can I cancel an already booked individual trip free of charge?

Individual travellers (i.e. individually and separately booked hotels or flights) have the right to cancel free of charge under limited circumstances, e.g. if the hotel is located in a restricted area and therefore cannot be reached. The possibility of cancellation is to be assessed on an individual basis and is generally assessed according to the legal situation and jurisdiction of the country in which the hotel or airline is based.

However, if your hotel is reachable, yet you do not wish to travel due to the current situation, you will unfortunately be left with the cancellation costs. In this case you can only try to negotiate a fair solution with the contract partner.

2.6. Can I withdraw from booked flight free of charge?

You can only withdraw from a contract of flight booking free of charge if the "basis for the transaction" no longer applies. According to case law, this has been assumed, for example, if the commencement or continuation of the journey has suddenly become unreasonably dangerous for an average traveller. The unreasonableness entitling to free withdrawal can therefore only be derived from a concrete situation of danger. A clear travel warning by the Ministry of Foreign Affairs can be considered a cancellation-free reason for withdrawal. In any case, contact your airline - some of them also offer free rebooking options.

2.7. The airline cancels my flight and wants to offer me a voucher or rebooking instead of a refund. Do I have to be satisfied with this?

Many airlines currently offer their customers only rebooking or travel vouchers for cancelled flights. Airlines must refund the full ticket price for cancelled flights (Article 8 of the European Passenger Rights Regulation).

When flights are cancelled due to the coronavirus pandemic, the issue of a voucher or rebooking instead of a refund is only permitted if you agree to this solution.

Therefore, if you refuse a voucher or rebooking, the company has to reimburse you for the travel price. You can find a sample letter [here](#).

2.8. What about my flight booking if there is a ban on entering (such as currently for Israel and the USA)?

Due to current developments, there is a good chance that you will be able to withdraw from the contract free of charge if you have booked flights to Israel and the USA.

We recommend that you declare your withdrawal from the contract to the airline well in advance to your departure. We recommend you argue that the "basis of the contract" has ceased to exist and the start of the flight has become unreasonable.

Attention: This only applies as long as there is an upright ban on entry. Flights that lie further in the future cannot be cancelled free of charge without further ado. Please keep yourself informed about the latest developments.

How should I contact the airline? You can use the [AK sample letter](#). Send it to the airline by registered mail and keep a copy of the letter and the registered mail receipt as evidence! We also recommend that you fill out the contact form on the homepage of the airline or contact the respective airline per e-mail.

2.9. What about my flight booking if there is a travel warning of the Ministry of Foreign Affairs (such as currently for Italy, France)?

According to information from the Ministry of Foreign Affairs, several countries (currently such as Italy, France, UK, Spain, The Netherlands and Russia) have security level 6 (travel warning).

We recommend that you declare your withdrawal from the contract to the airline in good time before departure. Argue that the "basis of the contract" has ceased to exist and that the start of the flight has become unreasonable.

Attention: Flights that lie further in the future cannot be cancelled free of charge. Therefore, keep yourself informed about the latest developments.

How should I contact the airline? You can use the [AK sample letter](#). Send it to the airline by registered mail and keep a copy of the letter and the registered mail receipt as evidence! We also recommend that you fill out the contact form on the homepage of the airline or contact the respective airline per e-mail.

2.10. I have booked a package tour and now the tour operator requires me to pay the remainder. Do I have to pay?

As a deposit, the tour operator may demand a maximum of 20% of the tour price. In principle, the tour operator is entitled to the remaining payment at the earliest 20 days before the start of the trip and only against handing over the travel documents.

Due to the Corona crisis, the travel industry is likely to be subject to severe turbulence. Many consumers fear that once they have made payments to the tour operator, they will not get them back (so quickly), even if there should be a right to withdraw from the contract free of charge.

If your tour operator now demands the remaining amount for your holiday, one possibility would be to withhold payment for the time being - if it is not yet certain that the trip will take place (so-called plea of uncertainty according to § 1052 ABGB). Inform your tour operator that you would stick to the contract if the situation were to relax and the trip take place.

Attention: This does not apply to all online bookings! If you have booked with a foreign provider who does not have its business activities focused on the Austrian market, the law of the country in which the provider has its registered office usually applies.

[Here you will find a sample letter for the plea of uncertainty.](#)

Tip: If you have agreed with the tour operator to pay by direct debit or to debit your credit card, contact your bank or credit card company at the same time and prohibit the booking, preferably by e-mail and also by registered letter with advice of receipt (keep a copy of the letter and advice of receipt).

Please note, however, that a free cancellation is only possible if the start date of the holiday and the dangerous situation are timely close together. It is undisputable that a free cancellation is possible if a travel warning for your holiday destination is available on the planned departure date. In addition, you can cancel free of charge shortly (approx. one week) before the start of your holiday if the danger level of the situation at or in the immediate vicinity of your holiday destination is exceptionally high.

This means: If you want to cancel your trip free of charge, you can only wait and see how things develop. With regard to the final payment, you could use the above-mentioned arguments by registered letter with advice of delivery (copy of the letter and cancel advice of delivery) to counter the company's "uncertainty plea". Important: In addition to the registered letter, write an e-mail to your contractual partner.

2.11. I am currently abroad on a holiday, what can I do?

Contact the Foreign Office immediately. You can register for any retrieval operations from abroad at:

<https://www.bmeia.gv.at/reise-aufenthalt/auslandsservice/reiseregistrierung/>

You can register for a flight to Vienna via the platform <https://heimflug.austrian.com>. The prerequisite for this is prior registration with the Foreign Ministry.

2.12. I cancel my trip because of the Corona pandemic. What are the costs involved?

In a first step, please clarify whether your tour operator, hotel, airline, etc. will charge cancellation costs at all.

2.13. Does my travel insurance covers cancellation costs if the tour operator, hotel, airline, etc., requires a cancellation fee, because I have cancelled my bookings (the travel) completely.

Attention, there is no insurance cover if it is an officially announced pandemic or epidemic - travel insurers point out the same. Therefore, the insurance provider usually does not cover any cancellation costs resulting from the cancellation of a trip or individual travel services.

There are a few exceptions to this "pandemic/epidemic clause" with travel insurers: For example, some insurance tariffs with extended (more expensive) cancellation protection also include cancellation reasons such as "danger to physical safety" or "travel warnings" above a certain level.

3. School trips, project week & co

School trips, project weeks etc. will be cancelled – This is what you should be aware of:

3.1. The booked school trip abroad, the school ski course or the project week had to be cancelled by the school due to the decree. Do I have to pay cancellation fees now?

Parents or schools can cancel free of charge - depending on who signed the contract - if there is a travel warning from the Foreign Ministry (BMEIA) for the location of the respective event - this applies to timely travel. Current travel warnings can be found on the [website of the Foreign Ministry](#).

If there is no travel warning, the legal situation is unclear. Because there is no reliable jurisdiction for this yet. It also depends on the specific content of the contract whether or to what extent cancellation fees are to be paid.

Tip: The hardship fund of the Federal Ministry of Education, Science and Research should help to cover and administer the cancellation of school events. The cancellation of certain school events, should be reimbursed to parents and pupils. The Austrian Exchange Service (OeAD) is responsible for support and processing. At www.oead.at those affected can obtain documents for the application.

4. Private school, kindergarten, gym closed

4.1. Can I reclaim the paid costs due to the closure of the private kindergarten or private school?

With respect to our assessment, the money can be reclaimed on a pro rata basis if the kindergarten/school closes and no longer offer any services (i.e. no online lessons either). However, it is advisable to take a look at your contract and the general terms and conditions. If necessary, you will find special regulations there.

4.2. I have a gym contract, but the gym is closed. What can I do?

Since the fitness centres can currently provide no services, at least not at present, we believe that the payment obligation does not apply for the relevant period. In this case, it is useful to take a look at the General Terms and Conditions. Some companies provide for "a suspension of the contract" in such cases.

4.3. My gym now offers online workouts as a replacement for on-site training. Do I have to accept this?

Take look at your contract (the membership agreement) and at the general terms and conditions of the company. It depends on what you have contractually agreed on with the gym operator.

Attention: Not all regulations in the general terms and conditions are legally effective. Therefore, not all risks can be passed on to you at will. In general: If it is impossible to provide a service - as is currently the case due to the closure of the fitness studios - no payments have to be made for the period in question. If the fitness studios remain closed for a longer period of time, you usually have the possibility to dissolve the contractual relationship.

Currently some gyms offer online workouts. If these online workouts were not already provided for when the contract was concluded, the switch to online training would be a change of the contract. But a substantial change to the contract cannot be made without your consent. This means that if, for example, equipment provided in studios or attending courses in a fitness studio are essential parts of the contract, you do not, in principle, have to accept an online training as a replacement. However, if you agree with the alternative offer, there is of course nothing to prevent you from accepting the company's online workouts; at best, you can agree on a reduced fee for the duration of the closure.