



STIFTUNG
PREUSSISCHE SCHLÖSSER UND GÄRTEN
BERLIN-BRANDENBURG

General terms and conditions for group tourism

The general terms and conditions (AGB) regulate the contractual relationship between you and Stiftung Preussische Schlösser und Gärten Berlin-Brandenburg (SPSG) (Prussian Palaces and Gardens Foundation Berlin-Brandenburg). By concluding the contract, you recognize the validity of the AGB of the SPSG.

1. Ordering and conclusion of contract

Guided tours can be ordered with us orally, in writing, by phone, fax or by e-mail. With your order, you offer us the conclusion of a contract. Upon accepting your order by the contract will become effective. Immediately after the conclusion of contract you will receive a written confirmation concerning the guided tour. Orders will be stored by the SPSG after conclusion of contract. If you (as the consumer) have lost the documents regarding your order, SPSG will send you on request to be addressed to gruppenservice@spsg.de a copy with the details of your order.

2. Payment

Payment must be finished at the latest before the start of the guided tour agreed upon in the contract. Payment can be effected by bank transfer, by SEPA debit advice or on the spot in cash, by EC/Maestro-card as well as by credit cards of the institutes Visa and Mastercard.

If you pay required amount by bank transfer, you have to bear all expenses caused by the transfer and retained by your bank or other credit institutes involved. In case of a return debit note (for want of required cover of the current account, unjustified objection of the account holder or false statements) you are committed to pay the costs incurred by the return debit note amounting to 8 EUR. Further claims are reserved. You will be granted the chance to prove that the return debit note caused lower or no costs at all.

If the group price has not been completely paid until the start of the guided tour agreed upon in the contract, the SPSG is free from its liability and can charge from you the relevant cancellation fees unless you are entitled to refuse performance.

3. Default of payment

If you are in default regarding a claim of the SPSG, all claims existing will immediately become due for payment. Up to the ending of the default in payment, the SPSG will not accept new orders from you. In case the customer fails to fulfil his/her duty of payment, the SPSG is entitled after occurrence of default to claim dunning fees amounting to a lump-sum of 5 EUR as damage for delay unless the customer can prove that the damage having occurred is less. If you are no consumer, the SPSG can charge you a lump-sum amounting to 40.00 Euro in case of default.

4. Number of people in the group

For reasons of protecting historic monuments, the number of people allowed to visit the palaces in a group is limited for each guided tour. It is on principle not possible to exceed the maximum number of people.

5. Prices

The prices being valid at the beginning of the guided tour are effective. If they are higher than those at the time of contract conclusion, you can cancel the contract within 14 days after having been notified of the price increase. The cancellation is to be declared in writing. The relevant time is the date on which the SPSG has received the declaration of cancellation.

6. Changes in performance (changes in reservation)

The performances to be rendered by the SPSG are exclusively specified in the contents of the contract. Any requests for changes will be considered by us provided that you notify us accordingly in writing less than 11 days before the date of the guided tour and that a change is possible. You are not entitled to a change in reservation. Later changes in reservation are only possible by cancelling the contract and place a new order according to Number 8.

If due to a decrease in the number of persons participating in guided tours certain tours of several tours are cancelled less than 11 days before the date of the relevant tours, those cancelled guided tours are also subject to the cancellation conditions according to Number 8.

7. Changes in performance due to delay

If you appear later than the starting time of the guided tour agreed upon, your entitlement to the reserved guided tour will forfeit.

If you are delayed less than one hour we offer you an alternative guided tour subject to disposability. In case of organizing an alternative tour you are committed to pay compensation amounting to 25.00 Euro per each tour as a compensation for the expenses additionally incurred.

You are free to prove that the SPSG suffered no loss or just a considerably lower one.

If no alternative guided tour is available, if you do not accept the offered alternative tour or if you appear more than one hour too late, this will be considered as cancellation of the contract resulting in the fact that we charge you 100 % of the group price.

When calculating this, saved expenses will be considered.

8. Cancellation of contract

At any time you are free to cancel the contract before the start of the guided tour. You are obliged to declare the cancellation in text form. The relevant time is the date on which the SPSG has received the declaration of cancellation.

Up to 11 days before the date of the guided tour agreed upon, cancellation is possible free of charge. For a later cancellation, we will charge you as compensation for expenses incurred the following lump-sum cancellation costs:

- 10 days until 03.00 p.m. of the previous day before the date of the guided tour: 50 % of the group price,
- Later than 03.00 p.m. of the previous day before the date of the tour or in case of non-appearance: 100 % of the group price.

You are free to prove that the SPSG suffered no loss or just a considerably lower one.

9. No right to revocation for consumers and settlement of disputes

As consumer you have no right of withdrawal as the regulations on the right of withdrawal for distance selling contracts do not apply according to § 312 g section 2 No. 9 BGB (German Civil Code) to contracts on the rendering of services in connection with leisure time activities, when the contract provides a specific date or period for the rendering of service.

The European Commission provides a platform for an online settlement of disputes (OS). You find that platform under <http://ec.europa.eu/consumers/odr/>. SPSG is not willing on principle and not committed either to participate in proceedings for settling disputes before a consumer conciliation body.

10. Cancellation by the SPSG

The SPSG is entitled to withdraw from the contract for important reasons. This holds good in particular when it becomes necessary to close the parks and/or palaces to ensure safety of traffic protection of the monuments or because of a state visit. In such a case you will be refunded the payments you have made. Losses suffered beyond these payments will not be compensated.

11. Exclusion of claims

If you assert a claim in respect of any services not provided according to the contract against SPSG, you should do so in text form within one month following the contractual end of the guided tour, and the arrival of such claim with SPSG shall be authoritative for setting the period. After the deadline, claims can only be enforced when you are able to plausibly explain that you could not keep the deadline without actual fault.

All claims become time-barred after one year.

12. Venue and applicable law

For business people, juristic persons of public law or special assets under public law, the exclusive venue agreed upon for all claims resulting from this contract is the city where the principal office of the SPSG is registered. The same holds good for persons who have no general venue in the Federal Republic of Germany or persons who, after the conclusion of this contract, have taken up their residence or permanent dwelling outside the Federal Republic of Germany or whose residence or permanent dwelling is not known at the time of filing the complaint.

If you are consumer, the law of the Federal Republic of Germany will apply exempt those regulations of the private international law that would result in the application of law other than the German one. This does not apply, however, when special consumer protection provisions valid in your home country are more favorable (Art. 29 EGBGB [Introductory Act of the German Civil Code]). If you are entrepreneur, this contract is subject to the law of the Federal Republic of Germany in the meaning of Sentence 1; the application of the United Nations Convention on Contract for the International Sale of Goods is excluded.