



STIFTUNG
PREUSSISCHE SCHLÖSSER UND GÄRTEN
BERLIN-BRANDENBURG

General terms and conditions for the ticket shop of the Prussian Palaces and Gardens Foundation Berlin-Brandenburg

1. Scope of application of the general terms and conditions

1.1. These general terms and conditions (AGB) apply to all deliveries and services rendered by the Prussian Palaces and Gardens Foundation Berlin-Brandenburg (hereinafter referred to as SPSG), represented by its General Director, Allee nach Sanssouci 5, 14471 Potsdam, ordered online in the ticket shop of the SPSG. By purchasing online tickets or voucher, the customer acknowledges these terms and conditions as decisive for the contractual relationship. The house rules of the SPSG are part of the AGB and must be adhered to by the customer without fail.

1.2. Deviations from these terms and conditions only apply when this is expressly agreed upon in writing before the contract is concluded.

2. Conclusion of contract

2.1 By clicking on the button "Place order", the customer submits an offer to the SPSG to conclude a contract on the purchase of an online ticket or a voucher. The offer will be accepted by sending a confirmation e-mail to the address indicated by the customer. The confirmation e-mail depicts the contents of the contract and contains the online ticket or the voucher for an annual ticket attached to the e-mail as a PDF file.

2.2 After contract conclusion, orders will be saved by the SPSG. Customers who lost documents belonging to their orders will be delivered by the SPSG any data of their order upon request sent to shop@spsg.de.

3. Types of tickets

The tickets offered in the ticket shop are tickets with time slot, ferry tickets (Peacock Island) or voucher for an annual ticket.

3.1 Fixed admission time tickets

With the fixed admission time tickets offered in the ticket shop, admission to the respective palace or to the exhibition/event is only possible at the time for the visit printed on the ticket. A change in booking of the time or of the day of the visit is excluded. In case of loss or theft of the online ticket or if the ticket is not used, we cannot provide any substitute.

3.1.1 The combination ticket sanssouci+ online entitles the visitor to be admitted one-time to all palaces belonging to the Prussian Palaces and Gardens Foundation Berlin-Brandenburg in Potsdam being open on the date for which the ticket is valid, except for Belvedere Pfingstberg, Schloss Sacrow and Jagdschloss Stern.

3.1.2 The combination ticket sanssouci+ Familie Online is valid for up to 2 adults and max. 4 children at the age from 7 years up to their 18th birthday, entitling the visitors to be admitted one-time to all palaces belonging to the Prussian Palaces and Gardens Foundation Berlin-Brandenburg in Potsdam being open on the date for which the ticket is valid, except for Belvedere Pfingstberg, Schloss Sacrow and Jagdschloss Stern.

3.1.3 The combination ticket charlottenburg+ online entitles the visitor to be admitted one-time to all palaces belonging to the Prussian Palaces and Gardens Foundation Berlin-Brandenburg located in Charlottenburg Palace Garden being open on the date for which the ticket is valid.

3.1.4 The combination ticket charlottenburg+ Familie online is valid for up to 2 adults and max. 4 children at the age from 7 years up to their 18th birthday, entitling the visitors to be admitted one-time to all palaces belonging to the Prussian Palaces and Gardens Foundation Berlin-Brandenburg located in Charlottenburg Palace Garden being open on the date for which the ticket is valid.

3.1.5 The family ticket Rheinsberg online is valid for up to 2 adults and max. 4 children at the age from 7 years up to their 18th birthday, entitling the visitors to be admitted one-time to Rheinsberg House including Kurt-Tucholsky-Literaturmuseum on the date for which the ticket is valid.

3.1.6 All other tickets with time slot entitle the visitor to be admitted one-time to the respective palace or exhibition/event.

3.2 Ferry tickets (Peacock Island)

As for ferry tickets (to get to the Peacock Island) offered in the ticket shop, the ride by ferry to the island and back is only allowed on the day printed on the ticket.

3.2.1. The ferry ticket Pfaueninsel online entitles the buyer to one ferry ride (return ride) to the Peacock Island on one day.

3.2.2 The ferry ticket Family Ticket Pfaueninsel online is valid for up to 2 adults and up to 4 children whose ages range from 7 years to 18 years, entitling all of them to one ferry ride (return ride) to the Peacock Island on one day.

3.3 Vouchers for annual tickets

You should redeem vouchers for the Prussian Palaces and Gardens annual ticket within 3 years at the visitor's centres at the Historic Windmill and at the New Palace in Potsdam or at the group tickets counter of the Palace of Charlottenburg in Berlin and change such vouchers into a personalised annual ticket. For changing a voucher for an annual ticket at a reduced price, you should present a corresponding proof. For personalising the ticket, we need the person's name, first name, and a photograph that is taken on the spot. Until redeemed, the voucher entitles to one-off admission to an open palace of the person's choice.

The Prussian Palaces and Gardens annual ticket is valid for 12 months from the issue date, and it entitles to visit all open palaces of SPSG (except for Belvedere Pfingstberg, Sacrow Palace, and Stern Hunting Lodge) incl. special exhibitions. Events of the Foundation and such of its cooperation partners are excluded. On presenting the annual ticket, museum shops (except for stamps, books) and selected catering partners grant discounts. The annual tickets are personal and non-transferable.

4. Ordering and use of online tickets and voucher for annual tickets

4.1 When ordering fixed admission time tickets, the customer does select first the date, the time, and the number of tickets from the calendar, and when finished he/she clicks on the button "add your ticket(s) to shopping cart". When ordering ferry tickets (Peacock Island), the customer just chooses the date and number of tickets on the calendar, then clicking on the button „put choice in the basket“. When ordering a family ticket (fixed admission time tickets and ferry tickets), the customer selects the number of family tickets, specifying in addition the number of adults and number of children accompanied by them. In conclusion, the customer has to click on the button „Put selected item(s) into the shopping basket.

When ordering vouchers for the annual ticket, the customer clicks on the respective price and draws it into the shopping cart. You may select the number of vouchers in the shopping cart.

By clicking on the button „Proceed to Checkout“, the customer will get to the next step of ordering. Here, the customer is requested to enter his/her name, postal address and e-mail-address and select type of payment.

4.2 The order can only be placed and sent when the customer has confirmed knowledge of the general terms and conditions and the privacy statement has given his/her consent to them. These terms and conditions can always be read, printed out or stored on a local computer via the browser.

4.3. The tickets or voucher for an annual ticket will be made available to the customer as „print@home-tickets“. After finishing the order transaction and successful payment, the customer will be delivered his/her ticket or voucher in the PDF format by e-mail. When ordering a family ticket sanssouci+ Familie or Charlottenburg+ Familie, the customer will in addition get the admission tickets for Sanssouci Palace and Charlottenburg Palace, respectively, for each family member. When ordering a family ticket for the ferry (Peacock Island), the customer gets just one ticket that is valid for all family members. Tickets or voucher will not be delivered by ordinary mail. When placing the order, the customer himself/herself shall provide for being able to receive e-mails (mailbox size, Spam file). For the intended use of the ordered online ticket(s) or voucher for an annual ticket, the customer is only allowed to print out one copy. The bar code printed on the online ticket or voucher must not be folded.

4.4 The online ticket or voucher for an annual ticket will have to be shown at the entrance or on the ferry (Peacock Island). When ordering a family ticket sanssouci+ Familie or Charlottenburg+ Familie, the admission tickets for Sanssouci Palace and Charlottenburg Palace, respectively, are to be shown at the entrance of the respective palace. When ordering a family ticket for the ferry, the ticket is to be produced at the ferry (Peacock Island).

The bar code on the online ticket or voucher will be electronically invalidated by the bar code scanner. As a result it is excluded that, for example by copying the bar code, other persons with the same bar code can get admission to the a palace or to exhibitions/events.

4.5 Fixed admission time tickets are valid for a single visit, and they become invalid after leaving the palace or the exhibition/event respectively. The Prussian Palaces and Gardens voucher for an annual ticket is valid for one-off admission to one palace of your choice, and it is limited to changing it into a personalised annual ticket after leaving the palace. Ferry tickets (Peacock Island) are valid for one ride by ferry (to the island and back).

4.6 Discounted tickets, free-admission-tickets and discounted vouchers for annual tickets are only accepted when the relevant proof is presented. Otherwise, the ticket will not be accepted. In such cases, valid tickets have to be bought on the spot. A control of the entitlement can be made at the entrance, during the visit and at the exit.

4.7 The ticket or the voucher must be kept during the entire duration of the visit and be shown on request. Visitors who have no tickets or voucher for an annual ticket can be called on leaving the palace or the exhibition/event.

5. Prices

5.1 The SPSG publishes the admission prices respectively valid on its websites, delivering the relevant information to the cash points.

5.2 All prices displayed in the ticket shop for tickets with time slot and vouchers for annual tickets are exempt from turnover tax according to § 4 No. 20 a) Umsatzsteuergesetz (UStG – Turnover Tax Act). The prices for ferry tickets (Peacock Island) include transport services for which a reduced tax rate holds good according to § 12 section 2 No. 10 b) Turnover Tax Act.

6. Payment

6.1 After conclusion of contract, payment of the online tickets or voucher for an annual ticket is effected as advance payment by the customer by credit card of the institutes Visa, Mastercard and JCB or by PayPal. The SPSG reserves the right to exclude certain payment methods in individual cases.

6.2 After clicking on the button „place order“, the customer will get via a form service to the respective payment provider (Concardis for credit cards or PayPal). After checking the amount to be paid, the data required for handling of payment must be entered. For releasing payment, the customer clicks on „pay“. When payment was successful, the customer will get within a few minutes a booking confirmation and the online ticket or voucher for an annual ticket will be delivered by e-mail.

6.3 For ensuring special security of payment transactions on the Internet, Visa and MasterCard have introduced an additional security query (MasterCard Secure Code and „Verified by Visa“, respectively). If the credit card holder is registered through one of the registration methods with the 3D secure procedure, a data entry form of the bank is displayed to him/her during the payment process in the ticket shop on which he/she has to enter his/her password on the basis of which payment is executed.

6.4 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 5,00 € as damage for delay unless the customer can prove that the damage having occurred is less.

6.5 In case a return debit advice is necessary (because the bank giro account is not covered, the bank giro account has expired, unjustified objection has been raised by the account holder or because of false statements), the customer is committed to pay for the costs incurred by the return debit advice amounting to 8,00 €. Other claims are reserved. The customer is granted the chance to prove that there were less or no costs incurred by the return debit advice.

6.6 Any set-off against payment claims of the SPSG is only allowed when the receivables are asserted and indisputable.

7. No return and no right of cancellation in case of ordering tickets with time slot

According to § 312g Abs. 2 No. 9 BGB (Civil Code), the regulations concerning the right of cancellation for distance selling contracts do not apply to contracts dealing with the rendering of services in connection with leisure time activities when the contract stipulates a specific date or period for the rendering of service. According to § 312 section 2 No. 5 BGB (Civil Code), there is not right of withdrawal in case of contracts on the transport of persons. This means that the SPSG does not grant the customer the right of cancellation and the right of return when ordering tickets with time slot or ferry tickets (Peacock Island) in the ticket shop. Thus, any ordering of online tickets is binding and commits the buyer to pay for the ordered ticket.

Besides, for contracts with consumers on the purchase of a voucher for an annual ticket the following shall apply:

Power of revocation

Right to revocation

You are entitled to withdraw from this contract within fourteen days without stating any reasons.

The period of revocation is fourteen days from the day, on which you or a third party (not being the carrier) named by you take or have taken possession of the articles.

In order to exercise your right to revocation, you should inform us (Stiftung Preußische Schlösser und Gärten Berlin-Brandenburg, Support Ticketshop, Allee nach Sanssouci 5, 14471 Potsdam, E-Mail: shop@spsg.de, Telephone +49 (0)331.96 94 – 325) by a clear statement (for instance by a posted letter or by e-mail) about your decision to withdraw from this contract. You may use the enclosed reference revocation form for this; but this is not prescribed.

For meeting the period of revocation, it is sufficient that you forward the notification on exercising the right to revocation before such period of revocation has expired.

Consequences of the revocation

If you withdraw from this contract, we have to refund you any and all payments that we have received from you including the delivery charges (except for any additional costs that may accrue because you did select a different type of delivery than the most favourable standard delivery that we have offered), promptly and within fourteen days from the day such notification of your withdrawal from the contract has arrived with us at the latest. We shall use the same means of payment for the refund that you have used with the original transaction, unless otherwise agreed with you expressly; but we shall in no event charge you any fees for such refunding. Until we have received the articles back or until you have provided proof that you have returned the articles (whichever is earlier), we may refuse such refunding.

You should return or hand over the articles to us promptly and in any case, within fourteen days from the day you have notified us about the withdrawal from this contract at the latest. The period is deemed to have been met if you send the articles before the period of fourteen days has expired. You shall bear the direct costs for returning the articles. You should be responsible for any possible loss in value of the articles only if such loss is attributable to you handling the articles in a way not necessary for checking its nature, features, and functionality.

Reference revocation form

(If you wish to withdraw from the contract, then please complete this form and return it to us.)

- To: Stiftung Preußische Schlösser und Gärten Berlin-Brandenburg, Support Ticketshop, Allee nach Sanssouci 5, 14471 Potsdam, shop@spsg.de

- I/We (*) do hereby withdraw from the contract made by me/us (*) on the purchase of the articles (*)/on rendering the service(*) as stated below

- Ordered on (*)/received on (*)

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only in case of printed notification)

• Date

(*) Delete where not applicable.

Here, you may retrieve the reference revocation form as PDF.

8. Cancellation by SPSG

The Prussian Palaces and Gardens Foundation (SPSG) is entitled to withdraw from the contract for important reasons. This applies in particular when for the day on which the fixed admission time ticket is valid a closing of the park and palaces complex is required for the purpose of safeguarding the property against hazards or, as regards the ferry ticket (Peacock Island), the ferry is not in operation on that day. In such a case the customer will be repaid 100 % of the ticket price.

If it is not possible due to objective causes (conservational, organizational or technical reasons) to visit Sanssouci Palace at the date and time indicated on the combination ticket sanssouci+ online / sanssouci+ online Familie or Charlottenburg Palace at the date and time indicated on the combination ticket charlottenburg+ online / charlottenburg+ online Familie, SPSG is entitled to withdraw from the contract. In such a case, 50% of the payments made will be refunded.

Damage going beyond this will not be refunded. Claims for repayment shall be filed by the customer in writing together with the presentation of a copy of the online ticket in question and a proof of payment, to be sent to the e-mail address shop@spsg.de or by post to SPSG, Support Ticketshop, Allee nach Sanssouci 5, 14471 Potsdam.

9. Liability

Claims of the customer for damages are excluded, exempt from claims of the customer resulting from the violation of life, of the body or health or from the violation of essential contractual obligations (cardinal obligations) as well as the liability for other damage resulting from an intentional or grossly negligent violation of obligations by SPSG, its legal representatives or vicarious agents. Essential contractual obligations are such the fulfilment of which is necessary for reaching the objective of the contract. In case of violating essential contractual obligations, the SPSG will only be liable for contract-specific foreseeable damage when this damage was negligently caused, unless the claim of the customer results from the violation of life, of the body or health.

The afore-mentioned restrictions also apply in favor of the legal representatives and vicarious agents of the SPSG when claims are raised directly against them.

10. Prohibition of reproduction, duplication, selling-on and manipulation of online tickets

10.1 The reproduction, duplication and manipulation as well as selling-on of printed-out online tickets or voucher are not allowed.

10.2 In case copies of online tickets or voucher for an annual ticket appear, the SPSG reserves the right to refuse the owners of the copies or the owner of the online ticket or voucher duplicated without authorization admission to the palace. Furthermore, the SPSG reserves the right to demand from the customer whose ticket or voucher was duplicated without authorization resulting from his/her fault payment of the overall value of the duplicated online ticket or voucher as well as compensation for all damage (including financial loss and/or expenses of legal defense or prosecution). The SPSG does not bear responsibility for any inconvenience and/or damage caused by the misuse of the online ticket or voucher in question.

11. Online settlement of disputes and alternative settlement of disputes

11.1 The European Commission provides a platform for an online settlement of disputes (OS). You find that platform under <http://ec.europa.eu/consumers/odr/>.

11.2 SPSG is not willing on principle and not committed either to participate in proceedings for settling disputes before a consumer conciliation body.

12. Final provisions

11.1 For consumers, 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 the home country of the customer are more favorable (Art. 29 EGBGB [Introductory Act of the German Civil Code]). For entrepreneurs, 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.

11.2 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.

11.3 Should individual provisions of this contract concluded with the customer, including these terms and conditions, be or become ineffective all or part, the effectiveness of the other provisions will not be affected. The regulation being or becoming ineffective all or part shall be substituted by a regulation coming as close as possible to the economic purpose of the cancelled provision as admitted by law. The same holds good for filling contractual loopholes.

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