

## GENERAL TERMS AND CONDITIONS FOR GUIDED TOURS (GROUPS)

AT STAATLICHE SCHLÖSSER UND GÄRTEN BADEN-WÜRTTEMBERG MONUMENTS AND HERITAGE SITES

### 1. SCOPE

The following terms and conditions apply to all tours – standard, special, and with a costumed guide – of heritage sites and monuments administrated by Staatliche Schlösser und Gärten Baden-Württemberg (SSG).

### 2. SUBJECT OF CONTRACTUAL RELATIONSHIP

- 2.1 The contractual relationship upon booking tours, tickets, or other products is exclusively by and between SSG and the customer. The customer contracts SSG to carry out tours.
- 2.2 Group tours will be led by an SSG tour guide, or a third party tour guide contracted by SSG. SSG shall choose the guide.
- 2.3 Any terms and conditions specified in the confirmation of booking shall also apply.
- 2.4 Rules and bylaws defined for individual monuments and heritage sites shall also apply. They are provided with the proposed booking document.

### 3. TERMS AND CONDITIONS OF PAYMENT

- 3.1 The tour fee is calculated according to the actual number of participants, as long as the group comprises at least the minimum number of participants. However, groups who do not meet the minimum number of participants described in Section 4.1 will be charged a minimum fee. This minimum fee is calculated by multiplying the minimum number of participants defined in Section 4.1 by the group concessionary price. In cases where the majority of the group are concessions, the individual concessionary price will be used. The minimum fee does not apply to school groups.
- 3.2 Concessionary prices will only be granted upon presentation of the corresponding identification.
- 3.3 Possible payment methods are defined by SSG, and the payment method is determined by the customer when confirming the booking.

### 4. GROUP SIZE AND NUMBER OF PARTICIPANTS

- 4.1 The minimum number of participants for all guided tours is 20. If the maximum number of participants according to section 4.2 is lower than the minimum number of participants, then the maximum number shall also be considered the minimum number.
- 4.2 Each type of guided tour has a specific maximum number of participants, as stated in the proposed booking document. If the number of participants exceeds this maximum, it shall be necessary to book a second tour. However, a further minimum fee will not be levied if, as a result of the additional tour, the size of the next group is less than the minimum number of participants.

### 5. CANCELLATIONS, REFUNDS, LATE- AND NON-ATTENDANCE

- 5.1 No fee shall be charged for booked tours cancelled up to three days in advance. Later cancellations will result in a fee of 80 per cent of the total. Non-attendance or lateness, i.e. arrival 30 minutes or less before the commencement of the tour, will result in a fee of 100 per cent of the total. If a customer books multiple tours and cancels one or more of them, the customer shall pay the cancellation fee mentioned above for those that were cancelled.
- 5.2 Lateness not exceeding thirty minutes will be tolerated. However, for operational and organisational reasons, lateness may cause further delays, and shorter or restricted tours. SSG shall still be entitled to charge the full fee in such cases. If the customer is over thirty minutes late, SSG is under no obligation to carry out the tour.

- 5.3 The basis for calculating the (cancellation) fee described in Sections 5.1 and 5.2 is the minimum fee defined in Section 3.1. However, for school groups the registered number of participants – not exceeding the minimum number of participants – is used. The cancellation fee only applies to the price of the tour itself, not to associated services and products.
- 5.4 The date relevant for the period of notice for cancellations is the date the correspondence is received by SSG. Responsibility for proof of receipt lies with the customer.
- 5.5 The customer is entitled to demonstrate that SSG has suffered either no financial loss, or losses materially lower than the amounts defined above. The customer is not obliged to pay compensation where SSG has not fulfilled its contractual obligations. SSG is entitled to claim compensation for damages exceeding the amounts defined above.
- 5.6 SSG is not liable for tours cancelled due to *force majeure*, including, but not limited to, strikes. SSG reserves the right to cancel tours up to 28 calendar days in advance. Where it is not possible to simply postpone a tour, SSG reserves the right to cancel up to the commencement of the tour. In cases of *force majeure* where it is not possible to simply postpone a tour, SSG reserves the right to cancel up to the commencement of the tour.
- 5.7 No replacements will be issued for lost tickets unless the customer is able to prove that lost tickets have not been used by a third party (the finder).
- 5.8 The contract for the purchase of tickets is a contract for services related to leisure activities, as the contract specifies a date of performance (see Section 312g (2) 9 of the German Civil Code, BGB). In consequence, ticket purchasers, insofar as they are consumers, do not have a right to withdraw, pursuant to Section 355 BGB, from off-premises and distance contracts. The purchase of one or more tickets is therefore binding. No refunds or exchanges are possible.

## 6. COMPENSATION FOR DAMAGES

- 6.1 SSG's liability shall be limited to material breaches of contract. Furthermore, SSG's liability shall, in all other cases of breaches of contract, unacceptable behaviour, and culpa in contrahendo, be limited to instances of gross negligence and wilful misconduct.
- 6.2 In instances of slight negligence, the liability of SSG shall be limited to compensation for direct losses, even in the event of material breaches of contract.
- 6.3 Limitations to liability shall not apply in the event of death or personal injury.

## 7. DATA PROTECTION

- 7.1 Responsibility for data protection in accordance with applicable legislation lies with SGS. Our data protection officer can be contacted by email: [datenschutz@vbv.bwl.de](mailto:datenschutz@vbv.bwl.de) ,
- 7.2 We also refer you to our data protection policy for guided tours (groups).

## 8. OTHER PROVISIONS

- 8.1 If any provision of these terms and conditions is or becomes at any time invalid, the remaining provisions shall remain in full force and effect.
- 8.2 Bruchsal (Germany) will be the venue for any and all disputes involving *Kaufleute* (business people or organisations as defined by German law), *juristische Personen des öffentlichen Rechts* (public-sector entities as defined by German law) and *öffentlich-rechtliches Sondervermögen* (special protected public-sector assets as defined by German law) and persons whose official domicile lies outside Germany.
- 8.3 The English version of this contract is provided as a courtesy only. The German text takes legal precedence.

**Version dated: May 2018**