



STIFTUNG
PREUSSISCHE SCHLÖSSER UND GÄRTEN
BERLIN-BRANDENBURG

General Terms and Conditions of Business for group tourism with Stiftung Preußische Schlösser und Gärten Berlin-Brandenburg

These General Terms and Conditions (T&Cs) cover the contractual relationship between yourself and Stiftung Preußische Schlösser und Gärten Berlin-Brandenburg (SPSG) regarding group bookings. Conclusion of the contract means you accept the validity of SPSG's T&Cs.

Deviations from these conditions only apply if these have been expressly agreed in text form before conclusion of the contract.

1. Ordering and conclusion of contract

Group bookings can be ordered from us either orally, in writing, by telephone, fax, or via email. By placing an order, you are making an offer to conclude a contract with us. A contract is concluded upon acceptance of your order by SPSG. You will receive a booking confirmation in text form either upon conclusion of the contract or immediately afterwards. After conclusion of the contract, orders will be saved by SPSG. If you, as the customer, have lost the documents regarding your order, then SPSG will send you a copy of the data regarding your order if you contact them via gruppenservice@spsg.de.

2. Payment

Payment must take place before the contractually agreed start of the visit at the latest. Payment can be made via bank transfer or SEPA direct debit, as well as on site with cash, Girocard or credit cards from MasterCard or Visa.

In the case of bank transfers, you will cover all fees and expenses levied by your bank and other credit institutions involved in payment. In the event of a charge back (due to lack of funds in the current account, an unjustified objection from the account holder or incorrect entries), you are obliged to cover the cost of €8 that is incurred by the charge back. Further charges may be levied. You will have the option to demonstrate that lower or even no costs have arisen as a consequence of the charge back.

If the group price has not been paid in its entirety by the contractually agreed visit date, then the SPSG will be released from its obligation to provide the service and can demand the corresponding cancellation costs if you do not have a right to refuse performance.

3. Payment default

If you fall behind regarding payments to SPSG then all existing receivables will fall due immediately. Until all payments are completely up to date, SPSG will not accept any new orders from you. When default occurs, SPSG is authorised to levy flat-rate dunning costs of €5 for losses caused by default unless it can be demonstrated that losses were less than that. If you are not a customer, then SPSG can levy a flat rate fee of €40 if a payment is defaulted.

4. Group size

A maximum number of visitors is stipulated for each admission time for each castle due to conservation-related matters. Exceeding the maximum number of persons is fundamentally not possible.

5. Pricing

The prices in place at the start of the visit apply. If these are higher than at the time the contract was concluded, then you can withdraw from the contract within 14 days of notification of the price increase taking place. The cancellation must be given in text form. The time at which SPSG receives notice of withdrawal is the time that applies.

6. Changes in service (rebooking)

Services owed by SPSG result solely from the contents of the contract. We will take requests for changes into account if these are sent to us in text form 11 or more days prior to the visit date and if changes are indeed possible. There is no legal claim to a rebooking. Subsequent rebookings are only possible upon withdrawal from the contract and a new order being placed as per item 8.

If a reduction in the number of visitors is made less than 11 days prior to the visiting date and means that one of several admission times is not needed, then the cancellation conditions as per item 8 also apply to these cancelled admission times.

7. Changes in service in the event of lateness

If you arrive later than the contractually agreed visiting time, then you have no claim to the visit that was reserved.

If you are less than one hour late, then we will offer a replacement time on the agreed day of the visit, subject to availability.

If there is no other available time on the agreed day of the visit, or if you arrive more than one hour late, then you will be charged 95% of the group rate. Expenses that have been saved are taken into consideration in the calculation.

You remain entitled to prove that SPSG has incurred no loss, or significantly lower losses.

8. Withdrawal from the contract

You can withdraw from the contract at any time before the start of the visit. Such a withdrawal must be made in text form. The time at which SPSG receives notice of withdrawal is the time that applies.

Cancellation is free up to 11 days prior to the contractually agreed visit date. If cancellation takes place later than this, we will charge the following flat-rate cancellation fees to cover expenses that have arisen:

- between 10 days before the visit date and 3pm the day before the visit: 50% of the group rate
- after 3pm the day before the visit date or in the event of a no-show: 95% of the group rate.

Expenses that have been saved are taken into consideration in the calculation. You remain entitled to prove that SPSG has incurred no loss, or significantly lower losses.

9. No right to rescind for customers and resolution of disputes.

As a customer, you do not have a right to rescind as the regulations for the right to rescind in distance contracts according to § 312g Para. 2 No. 9 of the German Civil Code (BGB) does not apply to contracts for the provision of services in connection with leisure activities if the contract for the fulfilment provides a specific date or period.

The European Commission provides a platform for online dispute resolution (ODR). The platform can be found at <http://ec.europa.eu/consumers/odr/>.

SPSG is not willing and also not obligated to partake in dispute resolution before a consumer arbitration service.

10. Cancellation by SPSG

SPSG is authorised to withdraw from the contract for good cause. This particularly applies if it is necessary to close the park or castle grounds for road safety purposes, to protect the monuments, or due to a state visit. You will be refunded any advance payments made in such cases. Any losses incurred beyond this will not be refunded.

11. Jurisdiction and applicable law

The SPSG headquarters is agreed as the exclusive place of jurisdiction for all claims arising from or on the basis of this contract in the case of merchants, legal entities under public law or special funds under public law. The same applies to persons who have no general place of jurisdiction in the Federal Republic of Germany or persons who move their place of residence or habitual residence outside the Federal Republic of Germany after conclusion of the contract or whose place of residence or habitual residence is not known at the time the legal action is filed.

As a customer, the laws of the Federal Republic of Germany apply, with the exception of such provisions in international private law that lead to other, non-German laws being applicable. This does not apply if specific customer protection regulations in your home country are more favourable (Art. 29 Introductory Act to the Civil Code (EGBGB)). As a company, the laws of the Federal Republic of Germany apply as set out in Clause 1; the United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

Last updated: September 2023 – Subject to change without notice.