Baden-Württemberg
State Palaces and Gardens

General terms and conditions for tours (group offers) in the State Palaces and Gardens of Baden-Württemberg

1. Scope of contract

The following general and payment terms and conditions apply to all booked standard, theme and costume tours (group offers) in the monuments of the State Palaces and Gardens of Baden-Württemberg (SSG).

2. Subject matter of contract

2.1 The contractual agreement entered into upon booking tours, tickets and other products (e.g. combination ticket for palace admission and mountain railway) exists solely between SSG and the customer.

2.2 Upon the customer's request, SSG shall offer the customer the correspondingly listed services with advance billing of the due payment (group offer). The contract between SSG and the customer comes into effect upon the customer's acceptance of the offer. SSG shall provide separate confirmation of the conclusion of the contract.

2.3 Group tours are conducted by an SSG guide or by a third party engaged by SSG. Selection of the guide rests with SSG.

2.4 Additional conditions stated in the group offer apply.

2.5 Visitors are required to observe the rules of conduct for visitors pertaining to the specific building, palace or monastery which are attached to the offer.

3. Group size and participant numbers

3.1 All booked tours are subject to a minimum of 20 participants. If the maximum number of participants as per 3.2 is less than the minimum number of participants, the maximum number of participants shall equal the minimum number of participants.

3.2 All tours have a maximum number of participants, specific to the tour in question, and the offer is based on this number. If this maximum number of participants is exceeded, an additional tour must be booked.

4. Compensation and payment

4.1 The total price of the offer consists of the fee for the admission tickets and a fee for the tour guide service.

4.2 The total price of the tour is based on the actual number of individuals participating in the tour, provided the minimum number of participants has been met. Groups that do not meet the minimum number of participants as per 3.1 shall always pay a minimum fee. The minimum fee is calculated by multiplying the minimum number of participants as per 3.1 by the rate for "discounted group visitors." However, in groups where the participants are predominantly subject to the discounted ticket rate (e.g. children's birthdays), the discounted ticket rate shall apply to the calculation of the minimum fee. Registered school groups are not subject to a minimum fee. If a customer books two or more tours although only one tour would be required due to the limited number of participants, this is possible. The fee (including the cancellation fees as per 5.1) will be calculated in these cases according to the tours actually conducted.

4.3 Discounted tickets are only available upon presentation of corresponding proof.

4.4 Payment options are offered by SSG; the specific payment method is indicated by the customer in the booking confirmation.

4.5 If an additional tour is booked according to 3.2, an additional minimum charge shall not be applied if the minimum number of participants is not reached in this additional group.

5. Cancellations, refunds, delays, non appearance

5.1 Booked services or individual parts can be cancelled for free up to three business days before the date of the tour. Cancellations after that date are subject to a fee of 80%; failure to appear, same-day cancellations after 5:00 pm and delays of more than 30 minutes after the tour start time are charged at the full rate. If the customer has booked several tours, all or some of which the customer does not participate in, that tour or those tours shall likewise be subject to the aforementioned cancellation fees. The calculation of the cancellation fee for any tour not taken is based on the number of registered persons. In concrete terms, this means the following: if a customer has booked several tours because the maximum number of participants per tour has been exceeded as per 3.2, the difference between the maximum number of participants and the number of registered participants is to be paid for the additional, unused tour.

5.2 Late appearance on the part of the customer of up to 30 minutes shall be tolerated; however, the customer may experience operational delays, shortened tours or other limitations. SSG may still charge the full rate in any of these cases. If the customer is more than 30 minutes late, their right to the tour is forfeit.

5.3 Fees (for cancellation) as per 5.1 and 5.2 shall be assessed based on the minimum fee as per 4.2; divergently, the registered number of participants shall apply for school groups, but shall not exceed the minimum number of participants. Furthermore, the cancellation fee is only based on pricing components related to tours.

5.4 Receipt of the cancellation in writing by SSG shall be decisive for compliance with the stipulated deadlines; the customer is responsible for providing proof thereof. Cancellations of offers/tours booked on the same day must be made during normal business hours by no later than 5:00 pm.

5.5 Proof on the part of the customer shall be accepted provided the cancellation did not result in any financial losses on the part of SSG or these were significantly lower than the flat fee. There is no liability for damages if SSG is responsible for the cancellation due to behaviors that are in breach of contract. If SSG has incurred damages beyond the flat fee, they may request that these be compensated.

5.6 There is no liability for cancellation of a tour, in particular due to force majeure or strike.
Force majeure in the sense of these provisions denotes an external event that is not connected with the management of the facility and could not be averted even if the greatest care is taken that can reasonably be expected.

5.7 SSG reserves a general right to cancellation within 28 calendar days of the tour. In the event of force majeure resulting in more than a simple delay of service, SSG reserves the right to cancel prior to the start of the tour.

5.8 No replacement will be provided if tickets are lost.

5.9 The purchase of one or more tickets and/or the booking of a tour is binding. It is not possible to return or exchange tickets; only a goodwill cancellation as per 5.1. et seq. is possible. The reason for this is to be found in Section 312g (2)(1)(9) of the German Civil Code (BGB): a contract for the purchase of admission tickets and a contract for the booking of a guided tour are each contracts for the provision of additional services in connection with leisure activities, as the contract provides for a specific date for the provision of the service. Therefore, upon purchasing a ticket, the purchaser, insofar as they are the user, has no right to refund as per § 355 BGB for contracts concluded off-premises and distance contracts.

6. Compensation, limitation of liability

6.1 SSG liability is limited to contractual obligations. Furthermore, SSG liability due to violation of other obligations, unauthorized actions and breach of contract or culpability upon conclusion of contract is limited to gross negligence and intent.

6.2 In the event of ordinary negligence, SSG liability is limited to compensation for the immediate damage only, even upon violation of contractual obligations.

6.3 The liability limitations do not apply insofar as related to damage to life, body or health.

6.4 The above limitations of liability shall apply accordingly to any fault on the part of third parties or other agents of SSG.

7. Data protection

7.1 SSG is the responsible authority in the sense of the date protection laws. Our data protection agents can be reached via email at datenschutz@vbv.bwl.de

7.2 Furthermore, we make reference to our “Data privacy statement for tours (group offers).”

7.3 Personal data will be collected and processed when the contract is concluded and executed.

8. Place of jurisdiction

Legal venue for disputes with merchants, legal entities and special assets subject to public law, as well as individuals who otherwise reside on foreign soil, is Bruchsal.

9. Severability clause

Should any provision of this contract be or become invalid, the remaining provisions of the contract shall remain in force. The parties undertake to replace the invalid provision with an agreement that comes as close as possible to the intended legal outcome and the desired economic success.
The English version of these visitor regulations is provided as a service only. In case of discrepancies between the German and English versions, the German version shall prevail.

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