

# General Terms for Visitors

We are delighted that you intend to visit us and to benefit from our services. The following terms apply to your visit at Hohenschwangau castle and/or the *Museum der bayerischen Könige*:

## 1. Scope, Definitions

- 1.1. We, Wittelsbacher Ausgleichsfonds Stiftung des Öffentlichen Rechts (hereinafter referred to as „**WAF**“ or „**we**“) offer you (hereinafter referred to as „**Visitor**“ or „**you**“) the opportunity to visit the Hohenschwangau castle and/or the *Museum der bayerischen Könige* (hereinafter referred to as „**Site(s)**“) in accordance with the following terms.
- 1.2. Entry to each Site requires that you are in possession of a valid ticket for your visit (hereinafter referred to as „**Ticket(s)**“). These General Terms (hereinafter referred to as „**GTC**“) govern the contractual relationship between you and us with respect to the purchase of tickets, the visit to our Sites and all accompanying services (such as use of audio guides, guided tours etc.).
- 1.3. Hereinafter, in clause 2, you will find rules and regulations applicable to the purchase and transfer of Tickets. In clause 3 you will find rules and regulations applicable to visits and cancellations; and in clause 4 additional contract terms.

## 2. Purchase and Transfer of Tickets

- 2.1. Tickets can exclusively be purchased through our Ticket-Center Hohenschwangau or the licensed web shop of *Grandhotel Neuschwanstein GmbH* at [shop.ticket-center-hohenschwangau.de](http://shop.ticket-center-hohenschwangau.de).
- 2.2. Only Consumers may order Tickets through the venues identified in clause 2.1. You will be considered a „**Consumer**“, if you are a natural person who is acting for purposes which are outside your trade, business, craft or profession. Business customers are kindly requested to contact us through the [Group Booking Form](#) or by [E-Mail](#).
- 2.3. In order to protect the security of our Sites, and to ensure that the public has access to Tickets at affordable prices and in order to suppress resales of Tickets at usurious prices, the following restrictions apply to the purchase and transfer of Tickets:
  - 2.3.1. You will be informed on the applicable conditions with respect to maximum numbers of Tickets per order and/or the purchase of price reduced Tickets (e.g. for children) when ordering.
  - 2.3.2. With respect to the re-sale of Tickets the following applies:
    - Commercial re-sale of Tickets is prohibited unless the Tickets have expressly been issued by us for such purpose.

- For all instances of re-sale the following applies: Tickets may not be re-sold at a price which is higher than the ticket price printed on the Ticket plus actual additional fees charged for the purchase of the Ticket. Tickets may not be resold through online auction platforms or ticket exchanges.
- 2.4. Tickets, and the right of entry embodied therein, may only be transferred in full compliance with all limitations stated in clause 2.3. In the event of non-compliance, we reserve the right to (a) reject Ticket orders, (b) cancel Tickets and refuse entry to the Site to the Ticket holder or remove the Ticket holder from the Site without financial compensation and/or (c) exclude the person(s) responsible from future access to our Sites.

### **3. Visits, Cancellations, Refunds, Late Arrival and None Arrival**

- 3.1. Entry to each Site requires that you are in possession of a valid Ticket and can establish, by an ID or other documentation, that you meet any further criteria for use of the Ticket (e.g. with respect to age or other criteria for price reduced Tickets).
- 3.2. Your visit to the Site and, in particular, whether and to which extent photos, videos or audio recordings are admissible, will be governed by the Site's house rules as published on the Site. You are in any event required to be considerate of other visitors. Visitors who do not comply with these rules may be removed from the Site without financial compensation and excluded from future access to the Site.
- 3.3. You should be aware that Hohenschwangau castle is a historic building with stairways, railings, walls, corridors and paths which may not fully comply with current standards. We may not always be able to remove snow and ice from, and grit, all external stairways and paths in winter conditions. Each Visitor is responsible to protect himself against risks which may arise therefrom and to ensure that his physical condition and clothing are appropriate for a visit.
- 3.4. Except as provided in clause 3.6, Tickets cannot be cancelled or returned for a refund. Neither will additional service fees, paid in connection with the purchase of Tickets, be refundable.
- 3.5. When Tickets are issued for a specified time slot for a visit or tour, Visitors arriving late shall have forfeited their right of access. This shall also apply in the event that the Visitor's trip to the Site is delayed or prevented by reasons he does not control (risk of arrival).
- 3.6. If the Visitor does not arrive on the date and time of visit, cancels Tickets according to clause 3.4 or arrives late according to clause 3.5, the Visitor shall be considered to have forfeited his right of access without any claim to a reduction or refund. This shall not apply when the reasons for not arriving, cancelling or arriving late are not imputable to the Visitor (where the risk of arrival described in clause 3.5 materializes, this shall be imputed to the Visitor),

and/or if and to the extent that you can establish that our actual loss due to the late or non-arrival was lower.

- 3.7. We may cancel Tickets for a refund, with or without cause, provided that you receive our cancellation not later than 3 days prior to the day of visit. Unless it is possible to re-schedule the visit, we will in this case refund the Ticket price, and, if and to the extent that the reason for cancellation is imputable to us, also compensate you for service fees paid in connection with the purchase.

#### **4. Other Contract Terms**

##### *4.1. Errors in Issuing Tickets*

Where Tickets are sold or issued by a third party, such as the operator of our licensed web shop (clause 2.1), we are not responsible for any error or non-conformity with your order.

If we should issue Tickets which do not conform with your order, we will make reasonable efforts to enable you to visit the Site in accordance with your order. If this should not be possible, you may withdraw from your order. You are responsible to check whether the Tickets conform with your order promptly after receipt thereof and to immediately contact us in the event of errors. If you should fail to check and notify in accordance with the foregoing, our liability shall be excluded to the extent that your failure has caused or aggravated loss.

##### *4.2. Liability*

WAF shall be liable for damages, whether based on contract or any other legal ground, only to the extent that the damage was caused by gross negligence or willful misconduct imputable to WAF. In the event of death of a natural person or personal injury to the latter, WAF shall be liable also for ordinary negligence in accordance with statutory law. In addition, WAF shall also be liable in accordance with statutory law for a slightly negligent violation of a Fundamental Duty under the contract, but such liability shall be limited to such damage as WAF could have reasonably foreseen at the time of conclusion of the contract.

**“Fundamental Duty”** as used herein comprises all duties which must be fulfilled by WAF in order to enable consummation of the contract and the achievement of its purposes and the fulfillment of which the Visitor may reasonably expect in view of the content and purposes of the contract such as the duty to consummate the contract in a timely manner and a manner which does not endanger the life or health or personal property of the Visitor and its affiliated persons.

Any mandatory liability under the Product Liability Act and/or arising from a guarantee of properties of products shall remain unaffected.

This clause 4.2 shall not be construed to shift the statutory burden of proof in any way.

##### *4.3. Force Majeure*

We cannot be held responsible if your visit should be excluded or inhibited by force majeure. The term force majeure shall include, without limitation, strike, demonstrations and improper behavior by other visitors.

#### *4.4. Governing Law*

Our contractual relationship shall be subject to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

#### *4.5. Out-of-Court Resolution of Disputes*

Please note that Regulation (EU) No. 524/2013 provides for dispute resolution procedures which are available as an alternative to litigation in court. You can find more details on these procedures in Regulation (EU) No. 524/2013 and on the following website: <http://ec.europa.eu/consumers/odr>.

We are under a statutory obligation to state our e-mail address. This is: [info@waf-bayern.de](mailto:info@waf-bayern.de).

We always strive to resolve any disputes which may arise in our customer relationship amicably. However, we are not obligated to participate in proceedings for the out-of-court resolution of disputes before an alternative dispute resolution entity for consumer claims, and, to our regret, we cannot offer our participation in such proceedings.

Hohenschwangau, December 2018

Wittelsbacher Ausgleichsfonds Stiftung des Öffentlichen Rechts