

## **Hamburger Kunsthalle General Terms and Conditions for the „Caspar David Friedrich. Die Erfindung der Romantik“ special exhibition.**

Dear Customer,

for your convenience we have translated the below terms and conditions. This represents an analogous translation only; for legal purposes the German original applies.

The following terms and conditions apply to services and deliveries rendered by the Hamburger Kunsthalle, Stiftung des öffentlichen Rechts (foundation under public law) – to be referred to hereafter as „Hamburger Kunsthalle“ - for guided group tours around the special exhibition “Caspar David Friedrich. Die Erfindung der Romantik” at the Hamburger Kunsthalle with a corresponding number of time-based tickets. We reserve the right to make changes to these terms and conditions.

### **1. Contracting Partners and Entry into a Contract.**

The customer’s contracting partner is the Hamburger Kunsthalle. The Hamburger Kunsthalle visitors’ office at Glockengiesserwall, 20095 Hamburg, and the Museumsdienst Hamburg, Glockengiesserwall 5a, 20095 Hamburg, are commissioned with the procurement and transaction of the contract. In this respect they are authorised to act for, on behalf of, and accountable to the Hamburger Kunsthalle.

Our offers and statements concerning guided group tours and their dates and times are strictly non-binding, unless a binding offer has been explicitly made.

By ordering a group tour along with the corresponding tickets of admission, the customer will be offering the conclusion of a contract. An order is binding. A contract will be accomplished through confirmation in writing by the Hamburger Kunsthalle. Cancellation will only be possible under the following conditions.

### **2. Right of Withdrawal**

Customers of the Hamburger Kunsthalle who have submitted orders per post, telephone, fax or internet, may withdraw their order in writing (eg. per letter, fax or email) within 14 days without a stated reason. This period will begin, at the earliest, on receipt of this information (in case of a delivery, not before receipt of the goods), and will remain applicable on condition that a withdrawal is sent off on time. The withdrawal should be submitted to:

**Hamburger Kunsthalle, Glockengiesserwall, 20095 Hamburg,  
fax: 040 428 54 34 09, email: [cdf@hamburger-kunsthalle.de](mailto:cdf@hamburger-kunsthalle.de)**

Where the withdrawal has been submitted in time, any benefits or services rendered by either party are to be returned. In this case the customer is no longer bound to his order. Any payments already made will be returned to the customer within 30 days of receipt of the statement of withdrawal. Any costs resulting from the withdrawal and any return postage are to be borne by the customer.

### **3. Service and Warranty**

Group tours and their corresponding time-based tickets of admission will be sold to consumers only. The Hamburger Kunsthalle reserves the right of withdrawal within 30 days of completion of contract should a sale, by way of exception, be made to customers other than the aforementioned.

For organisatory and didactic reasons, the number of participants for guided tours will to be limited to 20 persons. Ticket orders will be considered in the order in which they are received. Customers whose orders cannot be fulfilled will be promptly informed of this. Additional rules for visitors applicable to the Hamburger Kunsthalle are to be adhered to.

Although the greatest possible care has been taken in compiling the internet presentation and information materials for the special exhibition „Caspar David Friedrich. Die Erfindung der Romantik“, no responsibility can be assumed for their accuracy.

### **4. Payment**

Payment for guided group tours is to be made at the Hamburger Kunsthalle ticket office in cash or by debit/credit card. Regrettably, payments by bank transferral are currently not possible.

### **5. Cancellation – Customer Withdrawal**

#### *Guided Tour Fee*

Customers may cancel an order free of charge, provided they inform the Hamburger Kunsthalle in writing at least five days before the agreed date, the date of receipt of cancellation being decisive.

A cancellation received four or three days before the agreed date will be charged at 50% of the guided tour fee.

A cancellation within 48 hours of the agreed time will be charged at the full rate. The same applies to a non-showing at the beginning of a presentation. Our guide will wait a maximum of 15 minutes, after which there can be no claim to an execution of the tour.

#### *Admission Tickets*

Admission tickets are time-based, transferable, and lose their validity after the time limit shown on the ticket. Customers may return and be fully reimbursed for unrequired tickets at the Hamburger Kunsthalle ticket office up to the agreed time of the tour.

## **6. Cancellation by the Organiser**

The Hamburger Kunsthalle has the right to withdraw from the contract on important grounds, especially when a tour has to be cancelled for reasons beyond its control. In such a case, any guided tour flat rate that has already been paid will be refunded in full and the corresponding tickets taken back free of charge if desired. Customers and participants will not be entitled to compensation in this case.

## **7. Damages**

Liability toward the customer for damages is limited to cases of intent and gross negligence. This does not apply to damages resulting in loss of life, physical injury, or injury to health due to neglect of duty by the Hamburger Kunsthalle or wilful or negligent breach of duty by one of its auxiliary persons.

## **8. Data Protection**

All personal customer information will be dealt with confidentially and in accordance with data protection laws applicable to the contract. Data will be gathered, processed and utilised automatically to the extent required for the fulfilment of the contract. The customer agrees to the forwarding of the information to third parties charged with the execution of the contract.

## **9. Final Clauses**

This contract is governed solely by Federal German law. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply to it.

Subsidiary agreements and changes to the contract must be made in writing to acquire validity. This requirement of the written form cannot be overruled by verbal agreement.

Should any clause in this contract be wholly or partially ineffective in law, or become so later, this shall have no bearing on the validity of the remaining clauses. In adjusting the contract, an ineffective clause is to be replaced by an appropriate regulation coming economically closest to what the contract partners intended, or would have intended had they taken into consideration the ineffectivity of the clause.

Hamburg is the legal venue for disputes with traders, legal bodies under public law and of public special assets, and with persons whose official or usual place of residence is abroad.