

# General Terms and Conditions of the Swiss Open-Air Museum

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These General Terms and Conditions ('GTC') comprise the following sections:

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## 2. Scope

The version of these General Terms and Conditions ('GTC') and the applicable sections thereof as defined below that are valid at the time of conclusion of the contract shall apply to all business relationships between:

- Ballenberg – Swiss Open-Air Museum foundation (UID: CHE-110.398.650; hereinafter referred to as 'FLM')
- and
- Customers making purchases from ticket offices (sections 3 and 6)
  - Customers making purchases from the online shop (including online ticketing; sections 3, 4 and 6)
  - Customers taking part in tours and special programmes (sections 3, 5 and 6)
  - Customers of catering services (sections 6 and 7)

By submitting an order or starting a download, or by obtaining tickets at the admissions desk, the customer expressly agrees to be bound by these General Terms and Conditions.

Terms and conditions of the customer that contradict or deviate from these GTC shall not be recognised unless FLM has explicitly agreed to such terms in writing.

## 3. Ticket purchases – online and from ticket offices

### 3.1 Scope

The conditions set out in section 3 apply to the contract between the Swiss Open-Air Museum ('FLM') and customers who purchase online tickets, free tickets or tickets from a ticket office, make a purchase from the online shop in accordance with section 4, or book online tours and special programmes in accordance with section 5.

### **3.2 Formation of contract**

Admission tickets can be purchased from the FLM ticket desk at either entrance or from the online shop ([www.shop.ballenberg.ch/en](http://www.shop.ballenberg.ch/en)), as well as via the TrekkSoft booking software. By obtaining tickets from a ticket desk or by confirming an order in the online shop, the customer makes a binding agreement to purchase the tickets. Ticket purchases cannot be reversed, amended or refunded.

### **3.3 Ticket prices**

The prices published on the website ([www.ballenberg.ch/en](http://www.ballenberg.ch/en)) apply.

Reduced price tickets are available for purchase only by eligible individuals upon presentation of proof of eligibility (e.g. ID card, passport, student card or other discount card). There is no entitlement to a discounted rate. If the holder of a discounted ticket is not eligible for the discount, the difference between the price paid and the full ticket price will be charged.

In addition to Swiss francs, the payment methods listed online ([www.ballenberg.ch/en](http://www.ballenberg.ch/en)) are accepted at the museum entrances. Euros will be converted to Swiss francs at the exchange rate for that day.

Online bookings will be confirmed automatically and fulfilled by email.

### **3.4 Ticket content**

Tickets entitle the holder to visit the FLM site, to enter buildings open to visitors, and to use the facilities open for the use of visitors during the season specified on the website ([www.ballenberg.ch/en](http://www.ballenberg.ch/en)) during the opening hours of 10 am to 5 pm daily.

FLM reserves the right to restrict or suspend access to the site or areas of the site in exceptional circumstances (e.g. during bad weather, pandemic, private functions, events, etc.).

### **3.5 Weather**

Visitors to FLM are advised that the Swiss Open-Air Museum is largely located outdoors. Visitors are responsible for wearing warm, waterproof clothing that is suitable for the weather conditions.

Visitors will not be entitled to claim a refund or cancel their tickets due to bad weather. The museum may be closed at short notice during severe storms. Visitors will not be entitled to a refund of the admission price in the event of a closure of FLM due to adverse weather conditions.

### **3.6 Ticket validity**

Tickets entitle the holder to visit the FLM site during the opening hours of 10 am to 5 pm. FLM tickets are valid for the current season. No cash refund is available for tickets at FLM. Credit balances will not be refunded to the holder. Items that have not been paid for will not be accepted. Single-admission tickets feature an anti-

counterfeit barcode and permit the holder to enter the site directly. They do not need to be exchanged at the ticket desk, and can instead be scanned at the turnstile.

### **3.7 Voucher validity**

Vouchers entitle the holder to visit the FLM site during the opening hours of 10 am to 5 pm. FLM vouchers are valid for three years from the date of issue. After this period, the voucher can be exchanged for a valid ticket at the museum ticket desk. If the admission price is higher than the price covered by the voucher, the holder of the voucher will need to pay the difference. No cash refund is available for vouchers at FLM. Credit balances will not be refunded to the holder in cash. Items that have not been paid for will not be accepted. Only vouchers obtained via official sales channels are valid. FLM vouchers must be presented in physical form at the West or East entrance and exchanged for tickets or items. Vouchers for a single admission feature an anti-counterfeit barcode and permit the holder to enter the site directly. They do not need to be exchanged at the ticket desk, and can instead be scanned at the turnstile.

### **3.8 Ticket checks**

Tickets are checked at the West and East entrances. FLM employees may also ask visitors to show their tickets at any time during their visit to the FLM site. Holders of discounted tickets must show the relevant ID together with their ticket.

Only tickets obtained via FLM's official sales channels are valid. Vouchers and tickets purchased online can be printed out or used in digital format on a mobile device. Visitors are admitted directly to the site via the turnstiles at the museum ticket offices.

The reproduction, modification or copying of tickets is prohibited. Misuse will be reported and prosecuted.

### **3.9 Behaviour, safety and insurance**

Visitors to the museum undertake to comply with all safety regulations and rules of conduct issued by FLM and to follow the instructions of employees.

The safety regulations and rules of conduct are on display on the FLM site and detailed in the FLM safety plan. The safety plan can be viewed online ([www.ballenberg.ch/en](http://www.ballenberg.ch/en)).

FLM shall not be liable for accidents caused by a failure to comply with the safety regulations and rules of conduct. Children under the age of 16 must be accompanied by an adult. Dogs must be kept on a short lead.

Visitors to the museum are responsible for their own insurance.

FLM accepts no liability for damage caused by negligence, irresponsible behaviour or improper use of the facilities. In the event of damage to FLM due to such behaviour, FLM reserves the right to seek all criminal and civil remedies.

### **3.10 Misuse**

Each voucher or ticket can be redeemed only once. The reproduction, modification or copying of tickets/vouchers is prohibited. The purchaser is responsible for ensuring that no further tickets/vouchers with the same barcode are printed, copied or put into circulation. Misuse will be reported and prosecuted. When a voucher is redeemed, the system checks the validity and payment status of the code.

## **4. Online shop**

### **4.1 Scope**

The conditions set out in section 4 apply to contracts between the Swiss Open-Air Museum ('FLM') and customers who make a purchase from the online shop. The goods ordered by the customer are dispatched by FLM, Trauffer Spezialitäten GmbH or a third-party supplier.

### **4.2 Payment**

Payment of orders on [shop.ballenberg.ch](http://shop.ballenberg.ch) is only possible by credit card. Credit card payments by Post, Visa and Mastercard are accepted.

### **4.3 Delivery**

Specific delivery times are shown in the item description on the website ([www.shop.ballenberg.ch/en](http://www.shop.ballenberg.ch/en)).

Items sent by letter post will be delivered within two working days.

Delivery of parcels takes up to seven working days.

The buyer bears the risk of delay or loss when products are sent by post.

FLM assumes no liability. Tickets and vouchers can be sent by post or printed out at home.

Please note that, to simplify the process, you may receive two deliveries. You will only be invoiced once.

We do not offer delivery of items to addresses abroad. Any orders requiring delivery abroad will be cancelled.

### **4.4 Exchanges and returns**

Upon confirmation or dispatch of orders placed in the FLM online shop, purchases are binding. Purchases cannot be reversed, amended or refunded.

By obtaining tickets from a ticket desk or by confirming an order in the online shop, the customer makes a binding agreement to purchase the tickets. Ticket purchases cannot be reversed, amended or refunded.

## **5. Tours and special programmes**

### **5.1 Scope**

The conditions set out in section 5 apply to contracts between the Swiss Open-Air Museum ('FLM') and customers taking part in FLM's tours and special programmes.

### **5.2 Booking**

Tours and special programmes are booked via the FLM reservations office or the online shop.

Following an enquiry or discussion of requirements, guests are sent a quote, including these GTC and the GTC of any catering services, by post or email. When FLM receives the declaration of acceptance (in writing by post or email, or by phone during office hours), the booking shall be considered confirmed and binding.

### **5.3 Services of third-party providers – applicability of other conditions**

Bookings for events, tours and special programmes may include services provided by third parties (e.g. catering services). Where services are not provided by FLM, the GTC of the third party providing the service shall apply in addition to these GTC. The GTC of third-party providers will be included in offers for tours and special programmes.

### **5.4 No-shows and cancellations**

The FLM reservations office must be notified in writing (by letter/email) of cancellations, during office hours, at least 48 hours before the day of the event.

Groups that fail to attend without cancelling (no-shows) will be charged the minimum fee for the programme booked to cover the costs incurred.

### **5.5 Changes to programmes**

In the event of changes to programmes due to extraordinary circumstances or the instructions of authorities, guests will be contacted individually. Current regulations can be found at [www.ballenberg.ch/en](http://www.ballenberg.ch/en).

## **6. Place of jurisdiction**

The agreement is subject to Swiss law.

The place of jurisdiction for all disputes arising from or in connection with the agreement and activity of the customer (purchase of tickets, tours and special programmes, and items from the online shop) is Thun.

Hofstetten bei Brienz, 09.03.2022