

## **Ordering information and General Terms and Conditions for Educational Services**

### **1. Scope**

These General Terms and Conditions (hereafter referred to as GTCs ) apply to business relationships between the Laurenz-Stiftung, Schaulager (hereafter referred to as the "Schaulager"), and its customers regarding services such as guided tours, workshops and other educational services (hereafter collectively referred to as "educational services") that are presented via the website [www.schaulager.org](http://www.schaulager.org) (hereafter referred to as the "Website") and can be booked online. The Schaulager reserves the right to change the GTCs. The version of the GTCs in force at the time the business relationship is entered into (booking of educational services) shall apply in each case.

### **2. Conclusion of a contract**

The presentation of educational services on the Website shall not constitute a legally binding offer. By clicking on the button "Continue to preview", the customer makes a selection. By clicking on the button "Book now", the customer sends a booking and submits a legally binding offer for the purchase of the selected educational services.

The contract is concluded only upon acceptance of the booking by sending a booking confirmation by email (or by mail). The same applies to bookings made by phone or by direct email contact. The booking confirmation includes a payment link (or payment information) and provides the main details of the booking. The customer shall check the booking confirmation immediately after receipt and shall notify the Schaulager without delay in case of any discrepancies to the selected booking. These GTCs shall be deemed accepted by the customer upon payment of the booking at the latest.

The customer may only cancel the booking under the terms set out in paragraph 5 below.

The Schaulager has the right to reject bookings in full or partially without giving reasons. In this case, the customer will be informed accordingly, and any payment will be refunded. All further claims are excluded.

By concluding the contract, the customer undertakes to comply with any instructions on safety, access and other and acknowledges that in the event of non-compliance with such instructions, the customer may be excluded from the educational services without compensation.

### **3. Booking confirmation/tickets**

The booking confirmation, in PDF format, is valid as a ticket and is sent as attachment to the booking confirmation (or enclosed with the equivalent letter). The ticket entitles to participate on the agreed date exclusively and must be either printed out or presented electronically before the event.

#### 4. Prices and payment

Prices are displayed in Swiss francs and include Swiss Value Added Tax (VAT). The price shown on the Website at the time of placing the order applies.

Customers pay for bookings online once the contract has been concluded. The Schaulager sends a payment link included in the booking confirmation by email. Payment must be made in advance via Saferpay. The Schaulager accepts the following means of payment:

- Debit and credit cards: VISA, Mastercard, American Express, Postcard
- Payment services: PayPal, Twint

The price shown on the website will be debited immediately with the payment.

In exceptional cases and by agreement with the Schaulager, payment in cash or by invoice is possible.

#### 5. Cancellation

The customer has the right to cancel bookings cost free by email ([tours@schaulager.org](mailto:tours@schaulager.org)), by letter or by phone up to 24 hours before the date of the booked educational service without giving reasons. In this case, the amount paid will be refunded. In case of a cancellation less than 24 hours before the date of the booked educational service, or in the event of non-appearance at the agreed date, the amount paid is not refunded. Cancellation is only possible for the entire booking. The customer shall inform the Schaulager about a reduced number of participants, but is not entitled to a cost reduction.

In case of a justified cancellation, the refund will be completed via the original payment method used for the purchase. In exceptional cases, particularly in the case of a payment against invoice, and only by prior agreement, the refund will be made by bank transfer to a bank account specified by the customer.

Any claim for refund is exclusively due to the customer and is not transferable.

#### 6. Liability

The following provisions apply to all educational services at the Schaulager: Participation is at the customer's own risk. Insurance against accident, theft and liability is the responsibility of the customer. **Any liability of the Schaulager for damages and consequential damages is excluded to the extent permitted by law.**

If an educational service fails to take place due to force majeure, illness or similar reasons, no liability is assumed, but the amount paid will be refunded.

## **7. Data protection**

The customer's personal data are processed in compliance with the data protection terms that apply to the contract. The customer permits the transfer of this data to third parties engaged for executing the contract, in so far as this is necessary for the proper fulfilment of the contract.

The use of personal data is described in more detail in the Data Protection Statement. The Data Protection Statement forms an integral and binding part of the GTCs.

## **8. Applicable law and place of jurisdiction**

The provisions of Swiss law apply exclusively, to the exclusion of the conflict-of-law provisions and the United Nations Convention on Contract for the International Sale of Goods (CISG). The place of jurisdiction is Basel.

Laurenz Foundation  
Schaulager  
Ruchfeldstrasse 19  
4142 Münchenstein  
Switzerland  
Tel. + 41 61 335 32 32  
Fax +41 61 335 32 30  
[tours@schaulager.org](mailto:tours@schaulager.org)

Version 1 dated 30.06.2021