



General Terms and Conditions of Business

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of FEZ-Berlin, operated by Kinder- und Jugendfreizeitzentrum Wuhlheide – Landesmusikakademie – gemeinnützige Betriebsgesellschaft mit beschränkter Haftung (KJfz-L-gBmbH) [*non-profit organisation with limited liability providing events for children and young people*].

1 Scope

These General Terms and Conditions of Business govern the legal relationship between KJfz-L-gBmbH, the operator of FEZ-Berlin, (hereinafter referred to simply as FEZ-Berlin), and visitors to FEZ-Berlin (hereinafter referred to as "visitors" or "customers").

The General Terms and Conditions of Business are an integral part of the agreement regarding the purchase of admission tickets (hereinafter referred to as "tickets") for events at FEZ-Berlin. They also apply to the reservation of tickets.

The General Terms and Conditions of Business apply to all customers of FEZ-Berlin, as well as to private individuals and groups from educational establishments (schools, nurseries, kindergartens and day-care centre groups and groups from other teaching establishments (hereinafter referred to as "groups from educational establishments")). FEZ-Berlin does not recognise the customers' General Terms and Conditions of Business.

The General Terms and Conditions of Business apply to all events at FEZ-Berlin, including all theatre events on the Astrid-Lindgren stage in the auditorium, on the puppet stage and on the studio stage, all events in the orbital space centre at FEZ and all events in the Alice Museum for Children at FEZ.

The General Terms and Conditions of Business do not apply to tickets for the indoor swimming pool and bathing lake at FEZ-Berlin.

2 Opening and visiting hours

The opening hours of FEZ-Berlin are displayed in the building and at www.fez-berlin.de/service/oeffnungszeiten/.

The opening hours of the box office differ from the building's opening hours. The opening hours of the box office in the foyer of FEZ-Berlin are displayed in the foyer and at www.fez-berlin.de/service/oeffnungszeiten/. During these box office opening hours, tickets may be purchased for all events advertised in the publications of FEZ-Berlin.

The visiting hours of the Central Reservations Department are Monday to Friday from 10:00 to 17:00. The employees of the Central Reservations Department can accept reservations for events and answer inquiries regarding the events at FEZ-Berlin.

3 Programme

3.1 Programme schedule and start times

The programme schedule and start times of the individual events are advertised in the general publications of FEZ-Berlin.

Details published in the press are not binding.

We reserve the right to make changes to the cast and performance schedule.

3.2 Capacity and seating

If necessary, FEZ-Berlin can expand and/or change its capacity and seating.

3.3 Age group and class level

Please bear in mind the age indications for our events. We take the decision regarding suitability for an age group or class level based both on the piece itself and on the specifics of the staging, such as the degree of abstraction, intensity and length.

Our age indications are binding.

Information regarding age groups and class levels are contained in the publications of FEZ-Berlin.

The Central Reservations Department, the Visitors' Service and the box office can provide information regarding the age group and/or class level of the individual events at FEZ-Berlin.

4 Admission

4.1 Waiting at FEZ-Berlin before and after events have begun

All visitors are free to wait in the public areas of FEZ-Berlin during the opening hours of FEZ-Berlin.

4.2 Right of admission

Admission to an event is only possible with a valid ticket. Presentation of an order confirmation or invoice is not sufficient in this respect.

4.3 Admission to theatre events on the Astrid-Lindgren stage, puppet stage and studio stage

Admission is based on the circumstances of the staging. Generally speaking, admission is allowed 15 minutes prior to the start of the event.

Out of consideration for the artists involved and other visitors, visitors may only be admitted after the event has started at a suitable time and in accordance with the instructions of the admissions staff.

Once an event has started, it is no longer possible to request the previously booked seats.

There is no legal entitlement to late admission.

4.4 Admission to educational events

Those in charge of groups from educational establishments shall be met next to the box office in the foyer 15 minutes before the start of the educational event.

Delays in arrival are to be reported to the Visitors' Service by telephone on 030-530 71-500.

4.5 Leaving an event

Should a visitor want to temporarily leave an event location at FEZ-Berlin or FEZ-Berlin itself after presenting a purchased ticket and having it validated at the point of admission, he or she must inform the admissions staff before leaving the event and present the ticket to the admissions staff again, likewise when he or she is re-admitted to the event.

4.6 Access for people with impaired mobility

People with impaired mobility will be given access to events at a point where they do not have to pass through a barrier.

The auditorium at FEZ-Berlin provides spaces for 4 wheelchairs.

At events at FEZ-Berlin, consideration is given to physical and mental impairments and people suffering from these are welcomed if at all possible. Please notify the Central Reservations Department by telephone of visits by physically and mentally impaired people within the department's opening hours on 030-530 71-333 or by sending an email to reservierung@fez-berlin.de.

5 Tickets

5.1 Individual/family tickets

FEZ-Berlin makes a distinction between individual and family tickets.

We reserve the right to apply different or additional regulations for ticket sales. These will be published by FEZ-Berlin or displayed at the box office.

5.1.1 Individual tickets

An individual ticket is valid for one person. We generally do not differentiate between children and adults. The pricing of individual tickets is both child-friendly and appropriate for young people. Adults do not generally pay a surcharge.

5.1.2 Family tickets

Family tickets can be bought for events at FEZ-Berlin held at weekends, on public holidays and during other holidays and for events on the Astrid-Lindgren stage at FEZ and events at the orbital space centre at FEZ. The family ticket tariff applies to groups of 3 or more people.

The Central Reservations Department, Visitors' Service and the box office can provide information regarding the current family ticket prices.

6 Admission prices and discounts

6.1 Notification of admission prices and discounts

The admission prices and discounts applicable for the respective events are contained in FEZ-Berlin's publications.

All prices include statutory VAT if this applies.

Material costs are included in the admission price for selected events only.

The Central Reservations Department, Visitors' Service and the box office can provide information regarding the current admission prices and discounts.

6.2 Young children

Young children are admitted free of charge to FEZ-Berlin. Young children are generally those aged up to and including one year of age.

Young children have no automatic entitlement to a seat.

This regulation regarding young children does not apply to events specifically aimed at young children.

6.3 Escorts for seriously disabled people

Admission is free to officially designated escorts for seriously disabled people. However, escorts for seriously disabled people require a free ticket – these are handed out at the box office.

6.4 Individuals in charge of visitor groups from educational establishments

Admission is free to individuals in charge of visitor groups from educational institutions. However, individuals in charge of visitor groups from educational institutions require a free ticket – these are handed out at the box office.

6.5 Vouchers from the JugendKulturService

Discounts are granted for vouchers that can be obtained from the JugendKulturService in accordance with the relevant conditions of the Senate Administration for Education, Youth and Science. The JugendKulturService sponsors group visits to children's and youth theatres from Berlin-based establishments. The settlement certificates required are available from the JugendKulturService.

The discounted individual price for groups can only be obtained upon presentation of the settlement certificate at the box office.

6.6 TuSch and TuKi [organisations promoting interaction between children, schools and theatre]

Discounts are granted for organisations in TuSch and TuKi partnerships.

6.7 Family pass, holiday pass, Berlin pass

Discounts are granted in accordance with the offers associated with valid family passes and super-holiday passes. The corresponding coupons are to be cut out and presented at the box office.

Discounts are granted upon presentation of a valid Berlin pass.

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In the case of educational events at FEZ-Berlin that are visited by groups from educational establishments, no discounts are granted to children or young people from the educational establishment that also hold a Berlin pass. For these children and young people who hold a Berlin pass, the admission costs are generally paid as part of the educational and participation package offered by the Federal State of Berlin. The educational establishment shall apply for this and for reimbursement. In this case, FEZ-Berlin does not grant discounts.

6.8 Combi-tickets

For an extra charge of €1.40 per ticket, groups from educational establishments can use the admission tickets for FEZ-Berlin as a combi-ticket for all regional public transport operated by the transport association of Berlin-Brandenburg (VBB) in the ABC tariff range three hours prior to and up to five hours after the start of an event for travel to and from the venue.

With event reservations, the reservation confirmation represents the combi-ticket.

When travelling to the venue, the event ticket or the reservation confirmation is to be taken with you and presented if any checks are made on public transportation. On the return journey, the box office receipt is to be presented as well.

If an event reservation is cancelled, the reservation confirmation is to be destroyed. Use of the latter as a combi-ticket is not permitted in this case.

6.9 Discounts for those in receipt of social benefits, other benefit recipients, those holding honorary positions, students

Discounts are granted to the following groups of people:

Those in receipt of social benefits, upon presentation of the Berlin S card or a corresponding certificate from the social security office responsible

Other benefit recipients (employment benefit II or social benefits in accordance with SGB II ("Harz IV")), upon presentation of the Berlin pass or a relevant certificate from the Federal Employment Agency (notification of approval)

Holders of honorary positions upon presentation of their official identification card issued by Berlin / Brandenburg

Students (up to the age of 27 years) upon presentation of the official letter under the German Training Assistance Act.

Discounts shall be granted to entitled groups of people only upon presentation to the box office of a valid form of verification and if tickets are available.

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The verification presented for the discount must also be presented if required upon admission.

It is not permissible to transfer discounted tickets.

Those in receipt of discounted tickets are obliged to present proof of entitlement for a discount when buying the tickets and at the request of staff while visiting the event.

If it transpires that the visitor has, without good reason, not paid the full price for the tickets, FEZ-Berlin is entitled to subsequently charge the difference.

A subsequent claim to circumstances justifying the discount is not possible.

The accumulation of several circumstances for a discount is excluded.

6.10 Ticket reservations

If the events at FEZ-Berlin are announced in the publications of FEZ-Berlin, reservations for events can be accepted within the available quota.

FEZ-Berlin reserves the right to exclude individual events from the reservation procedure.

Reservations can be made over the telephone during the opening hours of the Central Reservations Department on 030-530 71-333 or by sending an email to reservierung@fez-berlin.de.

Reservation inquiries made over the telephone take precedence in terms of processing. Inquiries made by email are processed when the employees of the Central Reservations Department are able to do so and in the order they are received.

Reserved tickets can be collected during the opening hours of the box office in the foyer of the building upon presentation of the reservation number or the name under which the reservation was made.

If tickets are reserved, a binding contractual agreement only comes into effect when the tickets are actually purchased at the box office in the foyer of FEZ-Berlin. Until the purchase of the tickets at the box office, the booking for the reserved seats is not binding. No claim to specific reserved seats can therefore be granted.

A reservation confirmation is dispatched immediately after a reservation has been made successfully to the email address provided by the customer to FEZ-Berlin during the reservation process. The reservation confirmation is attached to the email as a PDF document. For groups from educational establishments, the reservation confirmation also represents the combi-ticket (cf. point 6.8).

It is not possible to send the reservation confirmation by post.

6.10.1 Groups from educational establishments

Educational establishments can make reservations for groups for the educational events and theatre events at FEZ-Berlin.

If the quota is exhausted, it is possible to be included on a waiting list. As soon as seats become free, a reservation shall be made after consultation with the customer. This is a non-binding service offered by FEZ-Berlin to which the customer has no legal entitlement.

If you wish to change a reservation, please telephone the Central Reservations Department immediately on 030-530 71-333 during its opening hours or send an email to reservierung@fez-berlin.de at any time.

When collecting tickets at the box office, you are permitted to accept less than the full number of tickets reserved, up to a maximum of 15% of the total. Accordingly, at least 85% of the reserved number of tickets must be collected by the customer.

Complete ticket quotas for groups from educational establishments can only be cancelled up to 14 days prior to the start of the event.

If cancellation is not made within the prescribed time, a cancellation fee of €50 shall be charged.

An educational establishment that cancels a reservation twice may be excluded from the reservation process.

6.10.2 Private individuals

Private individuals can reserve tickets for selected theatre events at FEZ-Berlin.

It is not possible to reserve a specific seat.

Tickets reserved by private individuals can be cancelled over the telephone by calling the Central Reservations Department on 030-530 71-333 during its opening hours or by sending an email to reservierung@fez-berlin.de at any time.

Reserved tickets must be collected from the box office in the foyer at FEZ-Berlin on the day before the event at the latest. The reservation is cancelled after this period and the tickets are free to be sold again.

6.11 Ticket sales



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Tickets for events at FEZ-Berlin are available from the box office in the foyer at FEZ-Berlin during the box office opening hours, via the FEZ-Berlin's online shop and at selected advance sales outlets.

Tickets are available as soon as the events held at FEZ-Berlin are announced in the publications of FEZ-Berlin.

6.11.1 Box office

Payment at the box office in the foyer of FEZ-Berlin can be made in cash or by using an EC card. Payment by card does not incur a fee and is only possible with a value of €10.00 and above.

After purchasing tickets at the box office, the customer must immediately check that the tickets purchased and change received are correct. Subsequent complaints cannot be accepted.

6.11.2 Online shop

Tickets for events at FEZ-Berlin can be purchased via FEZ-Berlin's online shop at tickets.fez-berlin.de.

FEZ-Berlin reserves the right to change or temporarily or completely discontinue, at any time and without stating a reason, the events and seats for which tickets are sold online.

The purchase of tickets via the online shop is sometimes only possible after they have already been on sale at the box office of FEZ-Berlin.

Only tickets for selected events at FEZ-Berlin shall be sold via the online shop.

With the purchase of tickets via FEZ-Berlin's online shop, the customer authorises FEZ-Berlin to process the ticket purchase, including dispatch and the payment process.

The order shall be paid for online. Payment by credit card (VISA, MasterCard), direct debit, Giropay and PayPal is possible.

A system fee of **€1.00** for each shopping cart is charged.

The proposal to conclude an agreement is made by the customer as soon as he or she clicks on the "Commit to buy" button. The customer immediately receives an email to the email address that he or she provided to FEZ-Berlin during the online purchase, which confirms the order. This email alone does not represent binding acceptance of the order unless acceptance is declared simultaneously with confirmation of receipt or - as is generally the case - the tickets are also attached to this email.



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FEZ-Berlin only offers the print@home procedure to deliver the tickets. The tickets are sent immediately (although at the latest within 24 hours of the agreement being concluded) after completion of the payment process by email to the email address that the customer provided to FEZ-Berlin during the online purchase process. The ticket is attached to the email in the form of a PDF document. The customer prints out the ticket he or she purchased online directly on his or her own printer on A4 paper. A printed barcode guarantees the uniqueness of the ticket, and this is checked and validated by a scanner upon admission to the event. Only good print quality ensures the readability of the barcode by the scanner. Alternatively, the ticket can also be displayed on a smartphone.

The print@home ticket should be kept in a safe location by the customer as though it were cash or a standard ticket, in order to prevent misuse. FEZ-Berlin accepts no liability for the loss or misuse of the ticket. The customer is not entitled to reproduce, copy or amend the printed ticket. The ticket is valid for one admission only.

It is not possible to send tickets purchased online in the post.

7 Returns

The return and exchange of purchased tickets is generally excluded.

This also applies to tickets that were purchased online or at advance sales outlets.

Programme and cast changes do not entitle you to exchange or return tickets.

If an event is cancelled and no replacement is offered, tickets bought for this event can be returned to the box office at FEZ-Berlin during its opening hours within 14 days of the day on which the event was scheduled to take place, and the ticket price shall be refunded. Dispatch costs and other expenses will not be reimbursed.

Further claims are excluded. No refund shall be paid for expired tickets.

If the object of the agreement are services in the area of leisure events, there is no right of withdrawal for these services (§ 312g, (2) (9) of the German Civil Code).

8 Loss

FEZ-Berlin will not pay any compensation for lost tickets.

9 Transfer of tickets

The commercial resale of tickets acquired from FEZ-Berlin, such as on internet platforms, is unacceptable and forbidden.

Exceptions to this are contractual partners of FEZ-Berlin.

There are separate regulations that govern pre-sales at theatre box offices.

It is not permitted to offer tickets for sale inside or outside the premises of FEZ-Berlin.

10 Vouchers

Vouchers for the purchase of tickets and products from the FEZ or for certain events can be bought in predetermined values (€5, €10, €15, €20, €25, €50, €100) from the reception desk in the FEZ foyer. Possession of a voucher does not guarantee the bearer entry to a specific time or showing of an event.

Vouchers can be redeemed at the reception desk in the foyer or in the FEZ Berlin online shop.

Vouchers are non-refundable and will not be exchanged for a payment in cash.

11 Cloakroom

The cloakroom regulations shall apply.

The cloakroom regulations are displayed at the location.

The cloakroom is available free of charge on weekdays and for a fee at weekends.

The cloakroom is closed in the months of May to September inclusive.

12 Lost property

Objects of any type found at FEZ-Berlin are to be handed in to the Visitors' Service in the foyer at FEZ-Berlin.

Loss of an item is to be reported immediately to the Visitors' Service. We accept no liability for lost or damaged items.

13 Right to refuse admission

Despite holding a valid ticket, visitors may be refused admission if there is a justified reason to assume that they will disrupt the event or disturb other visitors.



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Admission can also be refused if the visitor has contravened these General Terms and Conditions of Business.

Individuals who prevent the sale of tickets or disturb or harass members of the audience may be ejected from the building.

Visitors may be ejected from events in progress if they disrupt the latter, harass other people or they have occupied a seat for which they do not have a valid ticket.

The instructions of FEZ-Berlin staff are to be complied with.

The organisation's internal regulations also apply. These are displayed inside the organisation.

14 Smoking

Smoking is only permitted outside the building in the designated area and is otherwise forbidden throughout the building.

15 Drinks, food

It is permitted to bring food and drinks with you into FEZ-Berlin.

Food and beverages that you have brought with you can be consumed in the lounge areas in FEZ-Berlin. Food and drinks cannot be taken into event areas at FEZ-Berlin.

Food and drinks can be bought at FEZ-Berlin.

The food and drinks on offer at FEZ-Berlin are provided by the respective private operators. Appropriate agreements shall be signed only with the latter.

16 Data protection

The personal details of ticket purchases and people reserving tickets will be collected, saved, processed and used in compliance with data protection law to the extent required in automated procedures to implement this agreement.

In connection with this, FEZ-Berlin is entitled to save customer details for the purposes of internal statistical evaluation.

FEZ-Berlin is entitled to forward, to the necessary extent, the information to third parties that it has commissioned in connection with the event visit or with ticket sales. FEZ-Berlin shall ensure compliance with data protection law in connection with the use of this forwarded customer information by the third parties commissioned.



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In addition, it is guaranteed that the use of customer information by FEZ-Berlin itself and by the third parties commissioned is strictly confidential and only takes place to the extent required.

FEZ-Berlin shall ensure compliance with data protection law during strictly confidential use of this customer information.

Customer information is not forwarded or used for advertising purposes or for marketing research or opinion research.

17 Sound, photographic and film recordings

For copyright reasons, sound, photographic and film recordings of the performances are strictly forbidden throughout the building.

FEZ-Berlin reserves the right to permit sound, photographic and/or film recordings or broadcast of individual events. By purchasing a ticket, the visitor declares that he or she agrees that any recording of him or her in person during an event by those entitled to do so may be broadcast or published and does not justify a claim for compensation.

18 Duty of welfare and supervision

With participation in events at FEZ-Berlin, there is no duty of welfare and supervision on the part of the employees of FEZ-Berlin.

19 Liability

FEZ-Berlin is liable to pay damages to its customers or reimburse wasted expenditure in all cases of contractual and non-contractual liability in the case of wilful intent and gross negligence in accordance with the statutory regulations.

In other cases, FEZ-Berlin is liable – unless otherwise governed in the following paragraph - only in the event of infringement of a contractual obligation, the fulfilment of which is necessary for the proper implementation of this agreement and on the fulfilment of which the customers are entitled to rely (a so-called cardinal obligation), and is limited to reimbursement of foreseeable and typical damages. In all other cases, liability is excluded subject to the regulation contained in the following paragraph.

The liability for damages arising from injury to life, body and health and in accordance with the German Product Liability Act is unaffected by the preceding liability restrictions and exclusions.

20 Online dispute settlement

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The European Commission provides a platform for online dispute resolution at www.ec.europa.eu/consumers/odr/ which you as a consumer can use to settle a dispute and where further information can be found on the topic of mediation.

However, we would point out that, in the event of a dispute, we are neither obliged nor prepared to participate with you in a dispute settlement procedure before a consumer arbitration service.

21 Effectiveness of the General Terms and Conditions of Business

The invalidity of an individual provision or subprovision does not invalidate these General Terms and Conditions of Business as a whole.

The law of the Federal Republic of Germany applies to agreements between the provider and the client, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

If legally permissible, the place of fulfilment and the court of jurisdiction are agreed as Berlin.

The General Terms and Conditions of Business enter into force on 23.11.2016.

The contractual language is German.

22 Changes to the General Terms and Conditions of Business

FEZ-Berlin reserves the right to amend these General Terms and Conditions of Business at any time.

Berlin, 23.11.2016
Thomas Liljeberg-Markuse and Joachim Litty
Members of the Management Board

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