

General Terms and Conditions (GTC) of Tierpark Berlin-Friedrichsfelde GmbH



Dear Guests, we want to make your visit to the Tierpark Berlin an unforgettable one. Please be considerate of other guests and of the special requirements of our animals. Furthermore, we ask you to carefully follow the rules below, which are part of our General Terms and Conditions (in the following GTC), in order to avoid any misunderstanding and to rule out any violation of the rules (Status: 15.05.2023).

SCOPE OF THE GTC

Exclusively the following General Terms and Conditions (hereinafter „GTC“), in the version valid on the date of the signing of the contract, apply to all business relationships between you and Tierpark Berlin-Friedrichsfelde GmbH (hereinafter the „Tierpark Berlin“, „Tierpark Berlin-Friedrichsfelde“ or only „Tierpark“).

The GTC apply to all services provided by the Tierpark Berlin, including services of the Tierpark Berlin, which are sold in the name and for the account of third parties. Deviating terms and conditions will not become content of the contract, even if the Tierpark Berlin does not explicitly object to them.

The following conditions are divided into a Part B, which defines, among other, sales of admission tickets and vouchers, and a Part C, which defines the terms of admission and the Tierpark Rules.

TERMS OF CONTRACT

I. Definitions

1. The terms listed below, which are used in the GTC, are defined by the Tierpark Berlin-Friedrichsfelde GmbH as follows:

- „Article“ means all day tickets, group tickets, annual tickets, free tickets, vouchers, and tickets for guided tours and events, which are sold by the Tierpark Berlin.
- „Admission Ticket(s)“ means all Articles granting permission to visit the Tierpark Berlin (day tickets, annual tickets, group tickets and free tickets).
- „Day Ticket(s)“ means Admission Tickets granting admission for a single visit to the Tierpark Berlin according to the admission date or period of validity printed on the Day Ticket.
- „Annual Ticket(s)“ means Admission Tickets granting admission for the length of the contract period for optionally frequent visits to the Tierpark Berlin.
- „Group Ticket(s)“ means Admission Tickets granting admission for members of groups consisting of one or more persons to visit the Tierpark Berlin.
- „Free Ticket(s)“ means Admission Tickets given away for free by the Tierpark Berlin and granting admission to the holder for a single visit to the Tierpark Berlin within the period of validity printed on the Free Ticket.

2. The terms defined in the following GTC apply in addition.

3. You give your agreement that invoices – at the choice of the Tierpark Berlin – can be sent to you electronically by email to your email address or by post to the postal address you have entered for the booking.
4. The Tierpark Berlin does not offer any Articles for purchase to minors. Articles for children can also only be purchased by adults.

IV. Prices, default

1. Prices and discounts apply as published on the Tierpark Berlin website and posted on site at the Tierpark. The statutory value added tax is included in the price for taxable sales.
2. Persons who are eligible for discounts are pupils (16+ years of age), students, trainees, federal volunteer service members, recipients of unemployment and welfare benefits, people with serious disabilities (50% disability or more, 16+ years of age) and BN holders. The discount is valid only against corresponding verifications. The verifications must be issued to the person's name, provided with a (current) period of validity, and be issued by a public authority/institution. A photo ID must also be kept on hand. People with serious disabilities, who are 15 years of age or younger, get free admission. The same applies to an accompanying person of a person with a serious disability, who has a B/H note entered on their identification card (max. 1 accompanying person in each case).
3. Children below the age of 4 years do not have to pay for admission. Infants up to the age 3 years require a free Admission Ticket, which can be obtained in the online shop or on site at the Tierpark.
4. When purchasing individual Articles, you have the possibility to make a voluntary additional payment as a contribution to species protection – the amount depends on the respective Article. The species protection contribution goes to 100% to the support of the “BERLIN WORLD WILD” species protection programme of the Berlin Zoo and Tierpark Berlin (wildlife park). More information is available at the following link: www.tierpark-berlin.de/artenschutz.
5. The purchase price is due on the conclusion of the purchase contract. The payment options you can select will be displayed to you during the booking process.
6. If you are in default of payment, the Tierpark Berlin will be entitled to demand payment of default interest in the amount of 5% per year above the base interest rate published by the European Central Bank.

V. Admission rules

1. The Tierpark may only be entered with a valid Admission Ticket at the marked entries during the regular opening hours, except for special events. The Admission Tickets are to be punched or registered at the scanning stations when entering the Tierpark.
2. The Admission Tickets for the Tierpark Berlin during the stay at the Tierpark and be presented on request.
3. The purchase of an Admission Ticket does not establish a claim for receiving a particular service (e.g. presentation of certain kinds of animals, access to certain animal houses or the use of particular attractions). The Tierpark Berlin reserves the right to restrict access to certain areas of the Tierpark out of consideration for its animals or for other justified reasons (e.g. maintenance and construction work, weather conditions, special events, etc.).

II. Contractual partner

The contractual partner in a purchase of Articles is

Tierpark Berlin-Friedrichsfelde GmbH

Postal address: Am Tierpark 125, 10319 Berlin

Phone: +49 (0)30 - 51 53 10

E-Mail: info@tierpark-berlin.de

Director: Dr Andreas Knieriem

Chair of the Supervisory Board: Frank Bruckmann

III. Conclusion of contract via the online shop

1. Your booking represents an offer to the Tierpark Berlin for the conclusion of a contract. You will place a binding offer to conclude a contract only when you click the „Buy“ button. You can cancel the booking processes or change the entered information at any time before clicking on this button. The booking can be made in German or English. The contract language is German.
2. If you book a reservation with the Tierpark Berlin, it will send you an email confirming the receipt of your booking. The same email will also contain the purchased Article. Directly upon completion of the booking, the booked Articles will also be available to you on the relevant online shop page for downloading. Your offer will be accepted and the purchase contract concluded effectively by transmission of the order confirmation and the booked Articles (for Annual Tickets by transmission/download of the receipt for picking up the Ticket).

VI. Admission Tickets and vouchers

1. Day Tickets

1. By purchasing a Day Ticket, you acquire the right for single admission to the Tierpark according to the admission date or validity period printed on the Day Ticket. Each Day Ticket is provided with an individual barcode and/or QR code, which is activated for the single admission to the Tierpark Berlin. The purchase of a Day Ticket with a validity period extending beyond one day does not establish a right to the daily opening of the Tierpark Berlin during the validity period.
2. When you leave the Tierpark, the Day Tickets will lose validity. Readmission – even within the general validity period of the Admission Ticket – is excluded. The selection of a time window for admission may be required for the purchase of a Day Ticket. Admission will then be granted only within the time window you have selected.
3. If the service is not used during the validity period of the Admission Ticket, you will have no claim for a refund of the purchase price or admission on another day.
4. When using a Day Ticket, the respective price of the Day Ticket can be deducted from the purchase of an Annual Ticket on the date of the visit. Such a deduction cannot be made in retrospect and must be obtained on the same day on site at the Annual Ticket booths during the regular opening hours. The offer also applies to Annual Family Tickets.

2. Annual Ticket

1. The Annual Ticket has a contract period to enter the Tierpark optionally many times during the regular opening hours (does not apply to evening and special events). Annual Tickets must be presented in the original at the admission checkpoint or be registered at the scanner. They are not transferable and valid only in combination with a current photo ID. The purchase of an Annual Ticket does not establish a right to the daily opening of the Tierpark Berlin during the validity period. The Tierpark Berlin is entitled to refuse admission to the holder of an Annual Ticket due to statutory capacity restrictions or make admission dependent on the booking of a certain time window for admission.
2. When Annual Tickets are purchased via the online shop, the Annual Ticket will be issued – which is required prior to the initial use – against presentation of the receipt for picking up the Ticket. Further information on the issuance process is noted directly on the receipt for picking up the Ticket.
3. The person eligible for admission must be personally on site for the purchase of an Annual Ticket on site at the Annual Ticket booths or for picking up an Annual Ticket purchased via the online shop. To personalise the Annual Ticket, the Tierpark Berlin will take a photo of the person eligible for admission and print it on the relevant ticket. The Annual Ticket will stay the property of the Tierpark Berlin. Minors must be accompanied in all cases by a legal guardian for the issuance of Annual Tickets or a corresponding authorisation with a copy of the ID card must be presented. The authorisation must state the name, address, and date of birth of the child.
4. For issuance of Annual Family Tickets, each family member must be present and a family identification is required for each child (e.g. birth certificate, notice of child benefits). Annual Family Tickets are valid only for parents and their own children or children living at the same address, but not for additional family members. The family certificates must always be presented in their originals. Annual Family Tickets can be used separately the holders at any time by, whereas children below the age of 12 must always be accompanied by a person of legal age, who is responsible for supervising the child. Annual Children's Tickets (including those that are part of the Annual Family Ticket) are valid for children between the ages of 4 and 15 years. The date when the Annual Ticket is issued is the reference date for the age.
5. Before the Annual Ticket is issued, the Tierpark Berlin will check the information you have provided on the purchase, e.g. the stated age and other information regarding the eligibility for discounts. You have to present the documents/identification cards required for this purpose without request on the issuance of the Annual Ticket.
6. Holders of an Annual Ticket will get a 50% discount on Day Tickets for the Aquarium and Berlin Zoo (except for the "discounted" Day Ticket category) if these venues are not already covered by the Annual Ticket you hold. The discounted Day Tickets are valid exclusively for personal use by the holder of the Annual Ticket. Holders of Annual Tickets additionally receive a 10% discount in the restaurants and souvenir shops on the premises of the Tierpark Berlin. To redeem the discounts, the Annual Ticket must always be presented in the original. If the service is not used during the validity period of the Annual Ticket, you will have no claim for a refund of the purchase price.

7. Upgrades to Annual Tickets are available at any time on site at the Annual Ticket booths. Early cancellation of the existing contractual relationship will be made possible by the Tierpark Berlin in the case of Annual Ticket upgrades. A new contractual relationship will thereupon be concluded for the Annual Ticket you want. The proportional purchase price remaining in consequence of the early cancellation of the present Annual Ticket will be refunded.
8. The Annual Ticket has a contract period of 12 months. The validity period of the Annual Ticket begins on the purchase date (meaning, it will be valid from the date of purchase and not only as of the date of issuance if you buy it via the online shop).
9. Annual Tickets can be extended for up to three months after expiration of the present Annual Ticket at the Annual Ticket booths on site or at the following link: <https://shop.tierpark-berlin.de/verlaengerung>.
10. For Annual Family Tickets, the tickets of all family members will be extended collectively in all cases. It is not possible to extend Annual Tickets of individual family members. If a family member should no longer meet the conditions for an Annual Family Ticket (e.g. because of their age – the start date of the new validity period applies as reference date), the relevant Ticket will not be extended, but the Annual Tickets of the other family members will be extended normally.
11. Discounted Annual Tickets cannot be extended.
12. Annual Tickets will always be extended 1:1 according to the present services and personal data. If there are any changes, a new Annual Ticket must be purchased. The prices and conditions announced on the website of the Tierpark Berlin on the date of the extension apply to the extension of the Annual Ticket.

3. Vouchers and Free Tickets

1. Vouchers can be redeemed for Day and Annual Tickets, as well as guided tours of the Zoo, Aquarium and Tierpark Berlin (not including gastronomy or souvenir shops).
2. Annual Ticket vouchers can be redeemed exclusively for the selected Annual Tickets to the Berlin Zoo, Aquarium and Tierpark Berlin (for the value specified on the voucher). The validity period of the Annual Ticket will begin only upon redemption of the voucher.
3. Vouchers for guided tours and events can be redeemed exclusively for the respectively selected events in the Tierpark Berlin (for the value specified on the voucher). Admission is not included.
4. If you make the purchase online, you will get the vouchers upon receipt of payment either sent by email or for downloading.
5. Vouchers are valid for three years from the date of the sale. They can be redeemed at the ticket booths on site or in the online shop during the booking process. It is not possible to use another voucher for payment when buying a voucher. The Tierpark Berlin does not pay out the value of the voucher. Remaining balances will be credited. The remaining balance can be queried online at: <https://shop.tierpark-berlin.de/gutscheinwert>. The vouchers of the Tierpark Berlin are not personalised. If the voucher is lost, the Tierpark Berlin will therefore neither issue a replacement voucher nor accept any liability.
6. As relates to the purchase of vouchers, the Tierpark Berlin will not accept any liability for financial losses resulting from abuse of the vouchers, unless such damages are due to an intentional or gross negligent breach of duty by the Tierpark Berlin or its vicarious agents.
7. Special offer vouchers (coupons/vouchers not sold but issued by the Tierpark Berlin or its cooperating partners in special offers with a certain validity period) are valid only during the indicated period and can be redeemed only once. Individual Articles may be excluded from the special voucher offer. Extension or payment or any combination with other rebates/discounts is excluded. The terms printed on the special offer vouchers apply in addition.
8. Free Tickets are valid over a longer period. They are valid for all groups of persons (e.g. adults, children or as discounted admission ticket). Besides the terms applicable for the Day Tickets, the terms printed on the Free Tickets apply. Furthermore, it is not possible to get compensation of any kind for Free Tickets.

VII. Right to revoke bookings via the online shop

1. Instruction on the right of revocation

a) Right of revocation

1. You have the right to revoke the contract within fourteen days without a statement of reasons. The revocation period is fourteen days from the day on which you or a third party appointed by you, who is not the transporter, have taken the Articles into possession.
2. To exercise your right of revocation, you must inform the Tierpark Berlin in a clear statement (e.g. sent by letter sent by post or email) of your decision to revoke the contract. To do so, you can but are not required to use the revocation template form below. The revocation is to be addressed to:

Tierpark Berlin-Friedrichsfelde GmbH
Am Tierpark 125,
10319 Berlin
Phone: +49 30 51531-0
E-Mail: ticket@tierpark-berlin.de
3. To observe the revocation period, it is sufficient if you send the notification of the exercise of the right of revocation before the expiration of the revocation period.

b) Consequences of revocation

1. The Tierpark Berlin will inform you by email of the receipt of the notice of revocation.
2. If you revoke this contract, the Tierpark Berlin shall return all payments to you, which it has received from you, including the delivery costs (except for the additional costs incurred because you have chosen a different delivery type than the one offered by the Tierpark Berlin, which is the most efficient standard delivery), without delay and at the latest within fourteen days from the day on which the notice of the revocation of the contract was received by the Tierpark. The same payment method will be used for this repayment as you have used in the original transaction, unless it was explicitly agreed otherwise with you; in no case will any fees be charged to you for this repayment.
3. Please bear in mind that upon receipt of the revocation notice, the Tierpark Berlin will block the Article that has already been sent out, so that it will not be necessary to return the aforementioned Article to the Tierpark Berlin.

c) Revocation form

You can use the revocation form below for a revocation:

To:

Tierpark Berlin-Friedrichsfelde GmbH
Am Tierpark 125,
10319 Berlin
Phone: +49 30 51531-0
E-Mail: ticket@tierpark-berlin.de

I/We (*) hereby revoke the contract I/we (*) have concluded for the purchase of the following Article (*) / the performance of the following service (*) booked on (*)/ received on (*)

Name of the consumer/s

List of revoked Articles

Relevant order number

Address of the consumer/s

Signature of consumer/s (only for notification on paper)

Date

(*) strike if inapplicable

2. Exclusion of revocation

1. A right of revocation does not apply to distance selling agreements for the performance of services relating to recreational activities, if the contract provides for the performance on a specific date or within a certain period (Sec. 312g (2) sent. 1, no. 9 BGB [German Civil Code]). The right of revocation, therefore, does not apply to Articles purchased online, which are booked for a certain date or a certain period.

VIII. Shipping / print at home

1. The Tierpark Berlin offers Articles via its own website exclusively in the so-called print-at-home procedure. The Tierpark Berlin will send the Articles via email to the email address you entered during the online booking process or make them available to you for downloading them yourself.
2. For redemption/use on site, you have to present a printout of the Articles or a machine-readable version on your mobile end device. No costs for shipment will be charged.

IX. Reservation of title

1. Until the complete settlement of all due receivables, the delivered Articles will remain the property of the Tierpark Berlin. If payments are not made, the Tierpark Berlin can demand that you return the Articles or the Articles can be blocked from use.
2. The Berlin Tierpark is not obligated to send you a payment reminder before blocking the Article.

X. Rebooking / cancellations

1. Day Tickets, guided tours or events purchased online and on site are excluded from cancellation or rebooking. This also applies to Annual Tickets and Vouchers purchased on site.

XI. Warranty, liability limitation

1. Except in the case of a breach of essential contractual duties, the Tierpark Berlin shall be liable for damages only if and insofar as it or its vicarious agents have fault by reason of intent or gross negligence. In the event of a breach of essential contractual duties, the Tierpark Berlin shall be liable for any culpable conduct of its legal representatives, executives, or other vicarious agents. Essential contractual duties are duties, the fulfilment of which is characteristic of the contract and upon which you may rely.
2. In case of property and financial damages caused through negligence, the Tierpark and its vicarious agents shall be liable only in the case of a breach of an essential contractual duty, whereas limited in the amount to the damages, which were predictable at the signing of contract and which are typical of the contract.
3. The foregoing liability exclusion shall not apply in the case of expressly given warranties of the Tierpark Berlin nor in case of damages resulting from the injury to life, body or health, nor in the case of compulsory statutory provisions.
4. You will be held liable for damages resulting from a failure to observe these GTC or in the event of any other gross negligent or intentional conduct by you or the persons under your supervision (children, people under your guardianship, etc.)
5. Assignment of one of the following claims from any liability of the Tierpark Berlin is excluded.

XII. Unexpected closures / restrictions

1. In the event that admission during the validity period of the Admission Ticket, a booked guided tour or an event cannot take place due to an unavoidable, extraordinary circumstance in or in the direct vicinity of the Tierpark Berlin, such as weather warnings, natural disasters, warlike conflicts or terrorist attacks, pandemics, epidemics or other virus outbreaks (e.g. SARS-CoV-2) or any related to orders by authorities, the following shall apply:
 - Day Tickets bound by a specific date can be rebooked to another day for the visit.
 - Day Tickets with a validity period beyond a date can be extended for the period of the closure.
 - Free Tickets cannot be extended or refunded.
 - The validity period of Annual Tickets will be extended for the period during which the Tierpark had to close for one of the reasons named in this section.
 - The validity period of Combined Annual Tickets, which grant admission to the Zoo, the Aquarium and Tierpark Berlin, will be extended at the rate of 1:3. This means that for three days of closure of either the Zoo, the Aquarium or Tierpark Berlin for one of the reasons named in this section, the Annual Ticket will be extended by one day.
2. Alternatively, a voucher for the amount of the Day Ticket price (or the price of the guided tour or event) or a proportional value of the Annual Tickets can be issued for the duration of the impossibility as regards the Annual Ticket. Starting from a closure of the Tierpark, holders of Annual Tickets can claim the aforementioned compensation for closures lasting for at least 30 consecutive days. The same applies to the holders of Day Tickets with a validity period covering more than one date.
3. You have to claim compensation for the unexpected closures via the following email address: ticket@tierpark-berlin.de, compensation cannot be granted on site. It is up to you to waive the compensation in support of the Tierpark.
4. The Infection Protection Ordinance of the State of Berlin or other public restrictions of admissions may require a limitation of the number of visitors and therefore temporary restrictions to the effect that the Tierpark Berlin cannot grant admission and permit staying on the premises at all times. Admission and staying on the premises in these cases can only be permitted depending on the available capacities. This can also involve that besides a concrete admission time window, a concrete time for the end of the visit must also be defined for Admission Tickets. In addition, the use of an Annual Ticket may be made dependent on the prior booking of a time window according to the planned visit time.

XIII. Transfer of Articles / services

1. The resale and any commercial use of Articles/services is prohibited. Resale or transfer of an Annual Ticket to other persons is not permitted. A violation of these terms will result in the loss of the right to admission according to the Admission Ticket without compensation. The Tierpark Berlin reserves the right to file a criminal complaint or claims of damages.

XIV. Unauthorised use / violations of the Tierpark Rules

1. The premises of the Tierpark Berlin may be entered only with a valid Admission Ticket at the designated entries. You are responsible for the selection and use of the correct Admission Ticket. Multiple printouts and other reproductions for the purpose of abuse are prohibited. This also applies to unauthorised transfers of personalised Articles and untruthful statements regarding the circumstances granting eligibility for discounts (in particular Children's, Family, Group Tickets and reduced prices). The Tierpark Berlin reserves the right to verify the truthfulness of the statements made in the purchase, e.g. stated age and other information granting eligibility for discounts. If proof is not presented, the difference to the full ticket price must then be paid prior to admission.
2. Articles purchased illegitimately or used improperly will be voided and withdrawn. Persons having illegitimately purchased or improperly used Articles or having violated the Tierpark Rules can be banned from visiting the Tierpark and be ordered to stay away from the premises. The purchase price will not be refunded. The Tierpark Berlin reserves the right to file a criminal complaint and claims of damages.

XV. Loss of the Admission Ticket

1. The Tierpark Berlin is not liable for the loss of Admission Tickets.
2. Any loss or theft of the Annual Ticket must be reported immediately to the Tierpark Berlin (by email to ticket@tierpark-berlin.de or by reporting it to the ticket booths on site). The Tierpark Berlin will then initiate the irrevocable blocking of the Ticket in question. You will subsequently receive a new Annual Ticket / replacement ticket from the Annual Ticket booths on site against payment of a fee.
3. You will be held liable if you do not immediately report the loss of your Annual Ticket and if your ticket is abused in consequence of this. The purchase of a replacement Ticket is excluded in such a case. If fraud is attempted with the relevant Ticket still before the loss is reported, the withdrawn and blocked Annual Ticket can be unblocked and reissued only against a fee. The fee can be equal to the price of a new ticket of the respective Ticket.
3. The Ticket can only be given to the respective Annual Ticket holder in person (against presentation of a photo ID) at the Annual Ticket booths during the opening hours.
4. A pro rata refund of the Annual Ticket value is excluded in all cases of lost tickets.

XVI. Changes to the contract

1. General changes

1. The Tierpark Berlin has the right to change individual parts of the service and/or these terms, provided that these changes are minor or objectively justified or made for necessary legal or regulatory reasons ("General Changes"). Objectively justified General Changes can be made for legal or regulatory reasons, for safety reasons, for the purpose of the further development and optimisation of existing features of the offers and to add more offers, reflect progress, and ensure the continued existence of the Tierpark Berlin, and guarantee the welfare of the animals.

2. Effective date of changes

1. If the Tierpark Berlin makes General Changes (collectively: "Change" or "Changes"), it will notify you in text form (by email or post) of the Changes and their reasons, within an appropriate period for this purpose of at least 30 days before the Changes take effect. You can reject the Changes or cancel the contract. You have to give the Tierpark Berlin notice of cancellation within the aforementioned period in writing by email or post. A cancellation period of 14 days applies. In case of cancellation during a running billing period, you will receive a pro rata refund of the paid amount (cf. Section VI.2.b).
2. Your agreement will be deemed given if you have not rejected the Changes during a period of 30 days after receipt of the notice of Changes. The Changes will then take effect as of the date on which the Tierpark has notified you in text form (by email or post).
3. In the beginning of the period of at least 30 days from the effect of approval in the case of an omitted rejection, the Tierpark Berlin will inform you of the period applicable for the rejection and of the possibility to cancel the contract.
4. Any Changes, including other changes, which are based on your explicit prior agreement, remain unaffected by this provision. In case of expressly agreed Changes to the contract, you can send your agreement exclusively by email to the Tierpark Berlin. If a Change proves to be invalid, void or unenforceable for any reason, the validity and enforceability of the remaining Changes or conditions will not be affected by this.

4. Change of personal data / death

1. If personal data, e.g. address, dissolution/exit of/from domestic cohabitation or bank details, the contractual partner(s)/holder(s) of the Annual Ticket(s) is/are obligated to notify these changes in writing to the Tierpark Berlin at the address: Tierpark Berlin-Friedrichsfelde GmbH, Am Tierpark 125, 10319 Berlin or by email to ticket@tierpark-berlin.de.
2. In the event of death of an Annual Ticket holder / contractual partner, the respective heirs are obligated to present a copy of the death certificate to the Tierpark Berlin. A transfer of Annual Tickets to heirs or other persons is excluded. Annual Tickets will expire on the death of the Annual Ticket holder / contractual partner upon presentation of the death certificate stating the date of death. The Tierpark Berlin will refund the purchase price pro rata to the heirs.

XVII. Withdrawal or termination by the Tierpark Berlin

1. If you do not satisfy your payment obligation, the Tierpark Berlin is entitled to withdraw from the contract or terminate the contract.
2. In addition, the Tierpark Berlin reserves the right of withdrawal or termination of the contract, if
 - 2.1 Force majeure or other root causes outside of the control of the Tierpark Berlin (e.g. fire, strike) make the performance of the contract unreasonable, insofar as the circumstances are expected to persist at the time when the purchased Article is valid. Insofar as the Tierpark Berlin has your contact details, you will be informed immediately in this case of the prevention from the performance of the service and any payments you have already made will be refunded immediately;
 - 2.2 You object to a Change of the contract pursuant to Section XVI;
 - 2.3 The Tierpark Berlin has justified reason to believe that by your booking, you can pose a risk to the undisturbed course of business or damage to the public reputation of the Tierpark Berlin.
3. You will not be entitled to any damage compensation claims for withdrawal / termination. Any payments already made will be refunded by the Tierpark Berlin (if applicable, on a pro rata basis). If the withdrawal/termination by the Tierpark Berlin results from the reasons named in Section XVII.3, the Tierpark Berlin will hold a claim for damage compensation for a breach of duty.
4. If termination by the Tierpark Berlin is based on the reason named in Section XVII.2, the notice period will be 14 days. The notice period will begin as soon as your objection to the Change of contract was received and the Tierpark Berlin has given you notice of termination. In case of termination during a running billing period, you will receive a pro rata refund of the paid amount (cf. Section VI.2.b).

XVIII. Severability clause and miscellaneous provisions

1. If a provision of these GTC should be or become invalid, the validity of the remaining provisions shall remain unaffected by this. In this case, the Parties shall replace the invalid or impracticable provision shall by a valid provision, which comes closest to the economic purpose of the invalid or impracticable provision. The same applies in case of an omission in the provisions.
2. The Tierpark Berlin refers to other web pages via links on its website. The following applies to all of these links: The Tierpark Berlin explicitly declares that it has no influence whatsoever on the design and the contents of the linked pages. The Tierpark therefore expressly disclaims all contents of any pages of third parties that are linked on www.tierpark-berlin.de and excludes appropriation of these contents. This disclaimer applies to all displayed links and all contents of the pages to which these links refer.
3. The place of jurisdiction for all claims relating to a purchase is Berlin if the contractual partner is a business, a legal entity of public law or a public-law investment fund.
4. German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Compulsory regulations of the country in which the consumer maintains his/her place of habitual abode remain unaffected.
5. You have a right of set-off only if the counterclaims have been established as final and absolute. You have a right of withholding only to the extent that the counterclaim is based on the same contractual relationship.
6. Deviating agreements or side agreements made before or on the conclusion of the contract require the written form for validity.
7. The Tierpark Berlin will not store the contracts concluded for the Admission Tickets after the conclusion of the contract and it will also not make them accessible to you in retrospect.

TERMS OF ADMISSION AND TIERPARK RULES

I. General information

1. The Tierpark premises are private premises. The Tierpark exercises the right of undisturbed possession over the entire premises including the buildings erected on them. The board of directors may transfer its authorities to other employees of the Tierpark. The instructions of Tierpark Berlin employees for maintaining the Tierpark operations or enforcing the GTC must be followed at all times.
2. The Tierpark Berlin and its employees do not assume any duties to supervise persons requiring supervision. Please inform the persons entrusted to your care of the GTC before walking about the premises. The Tierpark urgently appeals to you to fulfil your duties of supervision to prevent accidents, damages and similar from the outset. In the case of visitor groups with persons requiring supervision, the guide person with the duty to supervise the group will be required to inform the Tierpark Berlin – on site in the service centre or the ticket booth – of his/her name, the institution or school to which the group belongs, and the mobile phone number of the mobile phone he or she carries along.
3. The Tierpark may generally not be used as an event venue. Events of any kind require the prior written approval from the Tierpark Berlin.
4. Violations of the GTC or instructions from the employees will generally result in a warning and in repeated or serious cases, in an order to stay away from the premises. Serious cases include, in particular:
 - carrying of weapons and objects that can be used as weapons;
 - threats and use of physical violence;
 - intentional property damages, vandalism;
 - theft;
 - unruly behaviour;
 - littering in buildings and outdoor facilities;
 - offending and insulting visitors and personnel;
 - carrying and consuming drugs;
 - carrying and consuming alcohol outside of the designated gastronomy areas;
 - beggary.
5. The personnel at the entry gates is authorised to search people – including by means of technical equipment – to see if they represent a security risk due to the consumption of alcohol and drugs or for carrying weapons or dangerous or fire-hazardous items. The search will also extend to the items carried along. Persons who are clearly under the influence of alcohol or drugs or who otherwise represent a security risk will be refused admission to the premises and have to leave the premises, respectively. The same applies to persons who have been ordered to stay away from the premises. There is no right to a refund of the admission price. Any criminal act on the Tierpark premises will result in Tierpark Berlin-Friedrichsfelde GmbH filing a complaint with the police.
6. Anyone who does not leave the premises in spite of a corresponding order by the employees of the Tierpark, must expect a criminal complaint for trespassing. The admission price will not be refunded in these cases.
7. Some parts of the Tierpark Berlin are under video surveillance. The corresponding areas are visibly marked.

II. Opening hours

1. General visits to the Tierpark are permitted only during the opening hours. These hours are always posted on the official website and at the entries. Exceptions from this are guided tours or special events organised by the Tierpark.
2. Outside of the opening hours, staying on the premises is permitted exclusively for approved events and guided tours. The Tierpark will not be liable for accidents occurring outside of the opening hours and the times during which attendance is tolerated. In case of a violation, the Tierpark Berlin reserves a filing criminal complaint for trespassing.

III. Parking and disabled parking

1. The visitor parking areas at the “Bärenschau fenster” and “Schloss Friedrichsfelde” entrances are the private property of Tierpark Berlin-Friedrichsfelde GmbH.
2. Both carparks are at ground level and are only available to Tierpark visitors.
3. Designated disabled parking spaces are clearly marked at the “Schloss Friedrichsfelde” car park, in the area by the car park exit that leads to the Tierpark entrance.
4. The use of these facilities is governed by the German Road Traffic Act (StVO).
5. Tierpark Berlin-Friedrichsfelde GmbH will only be liable for damage incurred or caused on the car park premises if this damage is attributable to its vicarious agents.
6. Use of the parking spaces is subject to a fee.

IV. Admission

1. The Tierpark Berlin may be entered only with a valid Admission Ticket through the following entries:
 - Entry gate at „Bärenschau fenster“, Am Tierpark 94, 10319 Berlin,
 - Entry gate at „Schloss Friedrichsfelde“, Am Tierpark 41, 10319 Berlin
2. The use of the Tierpark including its paths is at your own risk.
3. Children younger than 12 years of age and persons, who are not mature enough to observe the GTC or who require permanent supervision due to their mental and physical condition, have to be accompanied on the Tierpark premises at all times by a person, who is responsible for their supervision and of legal age.

V. Safety information

1. For your own safety, please observe the present warnings and signs.
2. Do not leave the visitors’ paths, please respect barriers, do not climb over fences or ditches, and do not access the green areas. It is prohibited to enter the animal enclosures. Do not place, lift or hold your children on or over the enclosures.
3. Visitors and anyone except for personnel are prohibited from entering operating areas such as feed preparation rooms, maintenance rooms, areas of animal care, etc. Violations will be prosecuted to the fullest extent of the law.
4. It is prohibited to stay in the Tierpark during darkness.
5. Barbequing and the handling of open flames is prohibited. Fire and police regulations must be observed without exceptions on the Tierpark premises. No flammable, explosive, poisonous and acidic items must be brought to the premises.

VI. Interaction with the animals

1. The animals of the Tierpark Berlin receive carefully selected feed adjusted to their needs. To prevent any hazard to the health of the animals, an absolute prohibition of feeding the animals applies at the Tierpark. Many plants are poisonous to certain animals – therefore, please also do not feed them any plants. At some animal enclosures, you can purchase special feed from feed vending machines for the animals living there – this is the only feed that you may directly give the animals there. In all cases, you must respect the relevant information signs on site.
2. The Tierpark Berlin reserves the right to expel people from the Tierpark, who violate the feeding prohibition, and to also ban them from future visits to the Tierpark.
3. Animals also need rest. Therefore, do not try to get the attention of the animals by shouting or knocking on glass panes or similar. It is prohibited to hold and throw objects into the enclosures. Do not hold sticks, umbrellas or other objects within the reach of the animals. Further, refrain from playing radios or similar noise-generating sound sources.
4. Petting and touching the animals is generally prohibited. An exception are the animals in the explicitly marked petting zoo

VII. Bringing along pets

1. A maximum of two dogs per visitor may be taken to the Tierpark.
2. Dangerous dog breeds (those on the German “Rasselliste”) must be muzzled throughout the Tierpark premises unless the owner can present a valid temperament test. The Berlin Dog Act (Hundegesetz) applies. Dogs must be kept on a short lead at all times. Dog owners are liable for any damage caused by their dogs to the owners themselves, Tierpark Friedrichsfelde GmbH, or third parties.
3. As a visit to the Tierpark presents a special challenge for dogs, groups of dogs and their owners (e.g. from dog training schools) are generally prohibited from entering the Tierpark.
4. Dogs may be taken in the animal houses if kept on a short lead. However, they may not be left tied up unattended on the Tierpark grounds.
5. Visitors are not permitted to bring any other pets with them.

VIII. Use of play equipment

1. The age restrictions and information on use must be observed without exception for the use of play equipment, playgrounds and similar facilities.
2. The Tierpark Berlin does not accept any liability for damages caused by violations or other improper use of the play equipment, unless the damage was caused due to deficient information on use or the improper condition of the facility.

IX. Consideration and order in the Tierpark

1. Smoking is prohibited in animal houses, accessible animal enclosures and other marked places.
2. Bringing bicycles, roller skates, roller blades, skateboards, scooters, segways, motorised vehicles and similar to the Tierpark premises is prohibited in the interest of the safety of the other visitors. Driving balance bikes, tricycles and toddler scooters is permitted on the Tierpark premises is permitted for children up to and including the age of 5 years.
3. It is permissible per family / group to bring one handcart to the Tierpark. These handcarts may not be brought into animal houses and accessible animal enclosures.
4. Bringing along and using balls, frisbees, and balloons, as well as "selfie sticks" is prohibited in the interest of the safety of the animals.
5. It is prohibited to bring along and consume alcoholic beverages. Alcoholic beverages purchased in the Tierpark may be consumed exclusively in the area of the respective gastronomy. It is prohibited to take these beverages into the Tierpark outside of the gastronomy area.
6. It is prohibited to write, paint or paste things on structures, other facilities or paths.
7. Please help keep the Tierpark clean – use the available wastebins and avoid littering of the visitors' toilets. Do not dispose or drop hygiene articles on the floors. Please use exclusively the wastebins available for disposal.
8. Searching wastebins and /or collecting deposit bottles is expressly prohibited.
9. Relieving oneself outside of the toilet facilities is prohibited.

X. Damage report and loss of property

1. All facilities at the Tierpark are neatly groomed and monitored. Should you experience a loss nonetheless, please report the damage event by email to info@tierpark-berlin.de or to the personnel on site. Please also make a report if there is a reason to believe that an incident might cause a loss at a later time.
2. Property found on the Tierpark premises is to be handed over to the personnel in the entrance area. It can be inquired about lost property in the service centre on site or by email to info@tierpark-berlin.de. Any lost and found property that has not been picked up will be transferred to the lost and found office of the State of Berlin.

XI. Liability on guided tours

1. The Tierpark Berlin does not accept any liability for financial losses occurring during guided tours and other bookable events, which may be caused to persons in the course of a guided tour behind the scenes on the Tierpark premises, unless these are caused through intent or gross negligence by the Tierpark Berlin or its vicarious agents. Any liability for damage compensation beyond this is excluded. Liability for culpable injury to life, body or health, and pursuant to the statutory provisions remains unaffected.

2. The party causing the damage will be liable for any losses caused to members of the visitor groups. Visitors are prohibited from reaching at the animals, initiating direct contact with the animals, and climbing over enclosures or other barriers to get to the animals. All other actions such as feeding or intentional touching of the animals are permitted only on instruction from the personnel of the Tierpark Berlin or its vicarious agents.

XII. Filming and taking photographs

1. Audio, film, photo and video recordings may be made exclusively for private purposes. Recordings for business and commercial purposes are permissible only upon the prior approval by the Tierpark. The same applies to the commercial exploitation of such recordings (contact address: presse@tierpark-berlin.de).
2. There is a prohibition of using photoflashes in some animal houses – please respect this prohibition.

XIII. Advertising, sale and acquisition

1. Advertising, the offering of merchandise and services against payment or free of charge, and conducting opinion polls or counts on the Tierpark premises are permissible only with prior written approval by the Tierpark Berlin-Friedrichsfelde GmbH.
2. Displaying or handing out information material of any kind without the prior written agreement of the Berlin Tierpark is also prohibited.
3. Collecting donations, performing music, acquiring club members or customers, and political events are prohibited without the prior written agreement of the Tierpark Berlin.

Berlin, 15.05.2023

Dr. Andreas Knieriem

Managing Director of Tierpark Berlin-Friedrichsfelde GmbH