

Terms and conditions for subscriptions

General terms and conditions for subscriptions of Staatstheater Darmstadt

(Valid as of season 2018 | 2019, last revised on 1st May 2018)

1 Preamble

A subscription is a discount offer. By acquiring a subscription, you purchase several tickets or vouchers for one season at the same time and are granted a price which is lower than the price for individual tickets. This discount is the subscription rebate and amounts to 30 %, or 60 % for discount subscriptions including *Das Wahl-Abonnement*, *ermäßigt* and *Das Wahl-Abonnement, Rollstuhlplatz* – with the exception of *Das Schalter-Abonnement*. When purchasing a subscription package you enter into a contract with us which is subject to the present general terms and conditions for subscriptions and our general terms and conditions, as amended, and which is based on the plays, dates and prices on offer which are published in our publications. Any stipulations in the present general terms and conditions for subscriptions which are inconsistent with our general terms and conditions shall replace the conflicting contents of the latter. Our general terms and conditions are available at our advance booking office or for download on our website.

We offer two types of subscriptions: standard subscriptions and flexible subscriptions. Both types of subscription always offer the same subscription rebate. Your decision for a subscription should be based on the degree of flexibility desired for your theatre visits.

If you buy a standard subscription, we do the planning for you. At the start of the season, you will receive an overview of the dates and plays included in your subscription. For all the performances included in your subscription you will have the same seat which you can choose when purchasing your subscription. It may be possible that for individual dates, we will not be able to specify a title at the start of the season or that you will not be able to occupy your usual seat. You will be informed accordingly. Furthermore, we will proactively notify you if we change our planning in the course of the

season. This means that after you purchased your subscription, no further planning of your theatre visits is required.

A flexible subscription comprises eight vouchers which can be redeemed for eight tickets of your choice during the season for which the flexible subscription is valid. This offers maximum flexibility when organising your theatre visits; however, you must plan each of your visits yourself. A season of Staatstheater Darmstadt starts on 1st August and ends on 31st July of the following year.

There are different contractual stipulations for standard and flexible subscriptions. In addition to the information provided in section 1, the conditions stipulated in section 2 apply to standard subscriptions while the conditions stipulated in section 3 apply to flexible subscriptions.

1.1 Change of the conditions of subscription

The parties to the contract agree that the subject of the present subscription contract is performances by artists. As art constantly finds new forms of expression, we expressly reserve the right to adjust the conditions of our subscription contracts in accordance with the artistic planning as far as the following conditions are met:

- Changes will only be made if we deem this to be necessary – in particular on account of artistic decisions – and if such changes will not entail unreasonable disadvantages for you.
- Changes will be made at the change of a season.
- Changes will be communicated to you together with the programme and the prices for the upcoming season. You will be granted a suitable period for objecting to the changes.
- Your consent to the changes shall be deemed to have been given if no objections were raised within the specified period. This fact is expressly pointed out to you.

- Until expiry of this period, you have a right of extraordinary termination of the subscription contract. This fact is expressly pointed out to you.

2 Conditions for standard subscriptions

Staatstheater Darmstadt offers the following standard subscriptions: *Premieren im Musiktheater, Premieren im Schauspiel, Donnerstags im Musiktheater, Donnerstags im Schauspiel, Das gemischte Donnerstags-Abonnement, Freitags im Musiktheater, Freitags im Schauspiel, Das gemischte Freitags-Abonnement, Samstags im Musiktheater, Samstags im Schauspiel, Das gemischte Samstags-Abonnement, Das Sonntags-nachmittags-Abonnement, Das variable Wochentags-Abonnement, Das Ballett-Abonnement, Das Sonntags-Konzert-Abonnement, Das Montags-Konzert-Abonnement, Das Kammerkonzert-Abonnement.*

2.1 Conclusion of contract

Our standard subscription offer can be found in our publications and is subject to change without notice. Errors are excepted. The subscription contract shall only be binding upon issue of our written confirmation or handover or dispatch of the individual subscription card.

We offer subscriptions for seats of seat categories 1 to 4. Each seat category has its own price shown in the published price list. Persons in wheelchairs have the option to purchase a subscription for reserved special seats (such as boxes in Großes and Kleines Haus) together with an assistant.

Children up to and including the age of 13, persons in vocational training* up to and including the age of 29, severely disabled people, holders of "Teilhabecard der Wissenschaftsstadt Darmstadt" and people receiving benefits in accordance with social codes SGB II or SGB XII and holding a concession card of Staatstheater Darmstadt will

be granted a subscription rebate of 60% upon submission of the corresponding document.

*Students, trainees and people doing voluntary military service, voluntary community service or voluntary ecological or social service.

Severely disabled persons holding a disabled person's pass bearing the mark "B" may receive a free subscription for an assistant for a seat next to their own (same or cheaper seat category). This assistant must agree to assist the severely disabled person during the visit to the subscription performance and in particular in case of evacuation of the venue. The assistant's subscription card shall only be valid if accompanying a severely disabled person bearing the mark "B" in the disabled person's pass.

The subscription rebate of 60% or a free subscription are only granted as long as the basis for entitlement continues to exist. Appropriate evidence must be submitted on a regular basis until 31st May of a season for the upcoming season. If the entitlement no longer exists or if no proof is submitted in due time at the end of a season, the subscription will be continued as a regular subscription at non-discounted prices. Please understand that you have to present the document justifying your discount together with your subscription card each time you visit a performance as subscription cards are transferable (cf. 2.3).

The price of a subscription is determined by the total price for individual tickets to the performances originally scheduled for the subscription less the subscription rebate.

The total price of your subscription shall become due upon conclusion of the subscription contract; if the subscription contract is renewed, the total price shall become due on 15th July of the year during which the subscription is renewed. The total price must be paid until the first performance of the subscription in the current season at the latest; otherwise you are no longer entitled to the seats purchased for the subscription performances until payment has been received. This shall not affect the amount of the claim.

2.2 Duration of the contract and periods of notice

The subscription contract shall remain in force until the end of the season for which it was concluded and is automatically renewed for another season for the offer including the plays, dates and prices published for the respective subscription unless it is cancelled in writing by mail (the postmark being proof of posting) or by fax until 31st May of the current season. This deadline shall also apply if you wish to change your subscription for the upcoming season, for example changing to another seat category.

Any notice of cancellation or request of change must be sent to: Staatstheater Darmstadt, Abonnentenbetreuung, Georg-Büchner-Platz 1, 64283 Darmstadt. Fax number 06151 2811-376.

Any notice of cancellation or request of change received from 1st June of the current season will take effect in the season after the next.

A subscription contract can also be concluded during a season. In such cases the price of the subscription shall be reduced by the performances which already took place. We reserve the right to conclude such subscription contract only if you also conclude a subscription contract for the next season at the same time.

You must notify us without delay in writing of any changes to your address and of changes to your banking details if you pay by SEPA direct debit.

We shall have the right to terminate the subscription contract at any time with effect to the end of the season.

2.3 Subscription card

Upon conclusion of the subscription contract you will receive your subscription card. This card is your ticket to performances included in the subscription and must be presented to the entry control staff for control which can be carried out with bar code scanners; in case of

discount subscriptions, the corresponding document must be presented as well (cf. 2.1). The printed bar codes are an integral part of the subscription card and must be protected from soiling and damage. For this we offer a protective sleeve. You may receive individual tickets for performances in which you cannot occupy your usual seat.

Your subscription is transferable. This means that another person can use your subscription card if you do not wish to attend a performance. This other person then will be granted access in your place when presenting your subscription card. Please note that in case of discount subscriptions, the other person must either be entitled to the same discount (cf. 2.1) or must pay the difference between the nominal value of the discount ticket and a non-discount subscription ticket at the box office. Subsequent discounts cannot be granted. This stipulation shall not affect section 3 of our general terms and conditions.

If you lose your subscription card, we will issue a replacement for a fee of 3.50 €. Please note that in such cases, you must not use your lost subscription card in case you find it.

2.4 Exchange of performances

Subscribers to the standard subscription have a special privilege: you may exchange your subscription tickets to performances fixed by us for tickets to other performances.

For this, these tickets must first be returned at an exchange fee of 3.50 € per seat and performance. This can be done by notifying us either in person at our advance booking office or by phone at 06151 2811-600 (please indicate your customer number) until closing time of our advance booking office on the last opening day of the booking office before the respective date of performance. A virtual exchange voucher in the nominal amount of your ticket to the performance in question will then be deposited in our cash register system. Your

subscription card will be cancelled for that performance and is no longer valid for that performance.

An exchange at a later time is not possible if you fail to return a ticket by the deadline mentioned above, even if you did not attend the respective performance. In such cases, the ticket is forfeited and any refund of any kind is excluded.

In principle, your exchange vouchers can be used for any available seat in any performance for which tickets are sold via our cash register system, i.e. for all tickets offered in the online shop on our website www.staatstheater-darmstadt.de. When using your exchange vouchers, you will receive individual printed tickets which must be presented upon entry instead of your subscription card. A shipping fee will be charged if you choose to have the tickets sent by mail. A surcharge applies if the price of the ticket you choose less the subscription rebate exceeds the nominal value of your exchange voucher. If the price is less, the additional amount of your exchange voucher is forfeited. No subscription rebate is granted for special events, guest performances and performances for children; if you wish to use an exchange voucher for such performances, you have to pay a surcharge to cover the difference to the regular ticket price.

Exchange vouchers cannot be combined with other offers. Only one exchange voucher can be used for each ticket you buy.

You can use your exchange vouchers for performances taking place until 31st October following the end of the season from which the exchange vouchers originate; after that, the exchange vouchers expire.

2.5 Change of performance

We may change the dates (and also the day of the week) of performances, the venues and / or plays included in a standard subscription at any time without stating reasons. We will notify you by phone, by mail or by email of any changes to your subscription. No exchange fee will be charged if you

return a ticket to a performance changed by us in deviation from the original information.

Likewise, we may assign a different seat for individual performances. If your new assigned seat is in a cheaper price category, the difference to the nominal value of the seats will be refunded by means of a voucher; if such seat is in a more expensive seat category, no surcharge will be charged. In addition, you may return the performance without payment of an exchange fee in such cases.

2.6 Additional services

Subscribers of a standard subscription receive our monthly schedule by mail free of charge. These monthly schedules highlight the performances scheduled for your subscription at the time of printing. You may object to the dispatch of the monthly schedule.

When purchasing a subscription, you will also receive two 50 % discount vouchers you can use for buying tickets at half price during the current season – as far as available – with the exception of guest performances, special events and performances for children. These vouchers cannot be used for performances during the following season.

As far as available, you can get one free ticket to our public rehearsals for your personal use.

Subscribers of Staatstheater Darmstadt are granted a discount when visiting performances of Hessisches Staatstheater Wiesbaden, Staatstheater Mainz, Stadttheater Gießen, Theater Heidelberg, Theater im Pfalzbau Ludwigshafen as well as the opera and Schauspiel at Frankfurt. The amount and the granting of such discounts are at the respective theatres' discretion.

2.7 Final provisions

There are no ancillary agreements and amendments to the present conditions.

If one or several provisions of the present conditions are ineffective, they shall be replaced by effective provisions which come as close as possible to the contents of the ineffective provisions.

Place of jurisdiction and fulfilment shall be Darmstadt.

3 Conditions of subscription for the flexible subscription

Staatstheater Darmstadt offers the following flexible subscriptions: *Das Wahl-Abonnement*; *Das Wahl-Abonnement, ermäßigt*; *Das Wahl-Abonnement, Rollstuhlplatz*; *Das Schalter-Abonnement*.

3.1 Conclusion of contract

Our flexible subscription offer can be found in our publications; it is subject to change without notice. Errors are excepted. The subscription contract shall only be binding upon issue of our written confirmation (which may be sent by email or shown on the internet).

The subscription rebate for *Das Wahl-Abonnement* is 30 %, for *Das Schalter-Abonnement* 20 % and for *Das Wahl-Abonnement, ermäßigt* and *Das Wahl-Abonnement, Rollstuhlplatz* it is 60 %. *Das Wahl-Abonnement, ermäßigt* and *Das Wahl-Abonnement, Rollstuhlplatz* are offered for children up to and including the age of 13, persons in vocational training* up to and including the age of 29, severely disabled people, holders of "Teilhabecard der Wissenschaftsstadt Darmstadt" and people receiving benefits in accordance with social codes SGB II or SGB XII and holding a concession card of Staatstheater Darmstadt.

*Students, trainees and people doing voluntary military service, voluntary community service or voluntary ecological or social service.

These two types of subscription may only be used as long as the basis for entitlement continues to exist. Appropriate evidence must be submitted on a regular basis until 31st May of a season for the upcoming season. If the entitlement no longer exists or if no proof is submitted in due time at the end of a season, the subscription will be continued as *Das Wahl-Abonnement*. Please understand that you have to present a document justifying your discount together with your subscription card each time you visit a performance. Please observe that the vouchers from *Das Wahl-Abonnement, ermäßigt* and *Das Wahl-Abonnement, Rollstuhlplatz* may only be used for discount tickets and vouchers from *Das Wahl-Abonnement* and *Das Schalter-Abonnement* may only be used for non-discount tickets. However, a surcharge can be paid at the box office so that a person not entitled to discounts may use a discount ticket. However, no subsequent discount can be granted for non-discount tickets.

The total price of your subscription shall become due upon conclusion of the subscription contract; if the subscription contract is renewed, the total price shall become due on 1st June of the year during which the subscription is renewed. In case of delayed payment, you are not entitled to redeem your vouchers until payment has been received. This shall not affect the amount of the claim.

3.2 Duration of the contract and periods of notice

The subscription contract shall remain in force until the end of the season for which it was concluded and is automatically renewed for another season at the prices stated in our publications for the respective subscription unless it is cancelled in writing by mail (the postmark being proof of posting) or by fax until 31st May of the current season. This deadline also applies if you wish to change your subscription for the next season.

Any notice of cancellation or request of change must be sent to: Staatstheater Darmstadt, Abonnentenbetreuung, Georg-Büchner-Platz 1, 64283 Darmstadt. Fax number 06151 2811-376.

Any notice of cancellation or request of change received from 1st June of the current season will take effect in the season after the next.

Flexible subscription contracts concluded from 1st June of a season for the current season can be cancelled without notice at the end of that season.

A flexible subscription can be concluded at any time.

In addition to your flexible subscription you are given the option of buying any number of additional tickets at a 30 % discount (or 20 % discount for *Das Schalter-Abonnement*) via your customer account for performances until the end of the season, or any number of additional tickets at a 60 % discount which, however, may be only used by persons entitled to discounts. This offer does not apply to guest performances, special events and performances for children. If you choose the option of buying additional tickets at a 30 % discount at the advance booking office, a service fee of 3.50 € will be charged per ticket.

Any changes to your address or to your banking details if you pay by SEPA direct debit must be notified in writing without delay.

We shall have the right to terminate the subscription contract at any time with effect to the end of the season.

3.3 Flexible subscription vouchers and their use

When purchasing a flexible subscription, you receive eight voucher codes you can use - either on the internet or at the advance booking office - for any available seat for any performance held until the end of the season for which you bought the flexible subscription and for which tickets are sold via our cash register system, i.e. for all tickets

offered in the online shop on our website www.staatstheater-darmstadt.de. However, no subscription rebate is granted for special events, guest performances and performances for children. If the price of the ticket you wish to buy less the subscription discount exceeds the nominal value of your voucher, you have to pay a surcharge. If the price is lower, the additional value of your voucher is forfeited.

Flexible subscription vouchers cannot be combined with other offers. Only one flexible subscription voucher can be used for each ticket you buy.

If you redeem a voucher from *Das Wahl-Abonnement* at the advance booking office, a service fee of 3.50 € will be charged except for performances for which no subscription discount is granted.

To prevent unauthorised use, we may demand proof of identity when vouchers are redeemed at the advance booking office.

The service fee reduces the savings achieved by using a voucher as compared to the purchase of individual tickets. The discount resulting from the use of a voucher for which a service fee is charged depends on the regular ticket price for the desired ticket. Our advance booking office will be happy to tell you the exact prices.

When using your vouchers, you will receive regular tickets. These can either be printed at home or sent to you at a shipping fee. It is not possible to return or to exchange such tickets.

The tickets you receive when using the vouchers of your flexible subscription are transferable. This shall not affect section 3 of our general terms and conditions. This means that you are free to use your vouchers at your own discretion. For example, you can use your flexible subscription for eight tickets to one performance you wish to visit together with seven friends or visit four performances with a partner or eight performances alone. Please observe that persons using tickets bought with a voucher from *Das Wahl-Abonnement*, *ermäßig* or *Das Wahl-Abonnement, Rollstuhlplatz* must be entitled to a discount as well or else have to pay a surcharge in the amount of the

difference to a non-discount subscription ticket at the box office (cf. 3.1).

Vouchers not used until the final performance of the season for which the flexible subscription is valid are forfeited. Transfer to the following season shall be excluded.

3.4 Change of performance

If performances are changed, our general terms and conditions shall apply.

3.5 Additional services

Subscribers of a flexible subscription receive our monthly schedule by mail free of charge. You may object to the dispatch of the monthly schedule.

When purchasing a flexible subscription, you will also receive two 50 % discount vouchers you can use for buying tickets at half price during the current season – as far as available – with the exception of guest performances, special events and performances for children. These vouchers cannot be used for performances during the following season. No service fee will be charged when these vouchers are redeemed at the advance booking office.

As far as available, you can get one free ticket to our public rehearsals for your personal use.

Subscribers of Staatstheater Darmstadt are granted a discount when visiting performances of Hessisches Staatstheater Wiesbaden, Staatstheater Mainz, Stadttheater Gießen, Theater Heidelberg, Theater im Pfalzbau Ludwigshafen as well as the opera and Schauspiel at Frankfurt. The amount and the granting of such discounts are at the respective theatres' discretion.

3.6 Final provisions

There are no ancillary agreements and amendments to the present conditions.

If one or several provisions of the present conditions are ineffective, they shall be replaced by effective provisions which come as close as possible to the contents of the ineffective provisions.

Place of jurisdiction and fulfilment shall be Darmstadt.

Staatstheater Darmstadt

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64283 Darmstadt

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Tax number: 007 250 604 49 | VAT ID no.: DE 111 672 057

Artistic director: Karsten Wiegand | Managing director: Jürgen Pelz

Advance booking and subscriber services

Tuesday to Friday from 10 until 18 o'clock

Saturday from 10 until 13 o'clock

Telephone 06151 2811-600 | Telefax 06151 2811-376

vorverkauf@staatstheater-darmstadt.de
www.staatstheater-darmstadt.de

The entrance of the advance booking office is in Hängelstraße at the height of Saalbaustraße.

Box office | For performances in Großes and Kleines Haus 1 hour before the performance begins, for performances in Kammerspiele and in the bar of the Kammerspiele ½ hour before the performance begins.