



General terms and conditions

valid from 1 May 2024

1. Scope

These general terms and conditions are part of the contract subject to paragraph 2 between the Bernisches Historisches Museum (BHM) and the customer.

The general terms and conditions are applicable without reservation and override any other potential terms and conditions. Agreements which change or contradict these terms and conditions will only be valid if confirmed in writing by the BHM.

The version of the general terms and conditions current at the time the contract was concluded apply.

For enquiries regarding images, the "Conditions of use and reproduction for imagery" apply. They can be found at www.bhm.ch/en/collections/order-photographs/.

2. Conclusion of the contract

In making online purchases on the website of the BHM (www.bhm.ch), when the customer completes his/her order by clicking the "order" box and accepting these general terms and conditions, he/she is thereby submitting an offer to conclude the contract.

In placing orders with the visitor service verbally in person or by telephone, the customer is submitting an offer to conclude the contract. During the process of ordering, the customer will be advised that by continuing the order he/she is accepting the general terms and conditions without them being presented to him/her before concluding the contract. The customer can view the general terms and conditions either on the website of the BHM (www.bhm.ch) or on site with the visitor service.

The contract between the BHM and the customer is concluded once the BHM has confirmed the customer's order by email or in writing. The scope of the goods and services supplied by the BHM is subject to the contents of the order confirmation. It is considered to have been accepted by the customer if he/she has not objected in writing within three working days after receipt of the confirmation. Cancellation of the order is subject to the conditions specified below.

3. Prices and payment

All prices are given in Swiss francs and, unless explicitly stated otherwise, include value added tax but exclude postage and packing.

Payment must be made by the customer after the contract has been concluded, either by using the deposit slip enclosed with the invoice or in cash or by credit card at the Museum.

The contractually agreed supply of goods and services will be made by the BHM upon receipt of the payment.

4. Delivery, shipping

The ordered goods are generally shipped immediately upon receipt of the payment. If this is not possible, the customer will be notified of the delay. Once the delivery has been dispatched by the BHM, the benefit and risks pass to the customer.

Shipping is done by post. Deliveries abroad may incur customs duties; they are not included in the costs listed above and are payable by the customer.

5. Services

The booking confirmation for services such as guided tours, workshops and events is sent to the customer by email. The email must be presented by the customer before services are provided.

Guided tours for groups are given by a guide employed by the BHM. The guide is chosen by the visitor service.

6. Complaints, returns, cancellations

6.1. Goods

Damaged or faulty products can be returned and exchanged free of charge within 14 days of receipt. The BHM must be informed of the complaint and intention to return the products within 48 hours of receipt of the goods either by email or by telephone.

Returning ordered products for other reasons is strictly subject to explicit authorisation from the BHM. In this case, the goods must be returned in their original and undamaged packaging within 14 days.

Refunds are only given for products that have been returned intact and unused. If the returned product and its packaging are not in mint condition, the BHM can refuse a refund or deduct up to 30% of the retail value. Shipping costs are strictly non-refundable and the costs incurred by returning the product are payable by the customer.

Goods can be returned to the Bernisches Historisches Museum, Besuchsservice, Helvetiaplatz 5, Postfach 149, 3000 Bern 6, together with a written communication concerning the name of the customer, the order number, the reason for the return and the action requested.

6.2. Services

Service bookings can be cancelled by the customer in writing (addressed to Bernisches Historisches Museum, Besuchsservice, Helvetiaplatz 5, Postfach 149, 3000 Bern 6) or by emailing the BHM (info@bhm.ch).

Cancellations made up to 14 days before the date for which the booking was made incur no cancellation costs. Any payments received by the BHM for the cancelled booking will be refunded to the customer. If cancellations are made fewer than 14 days before the date for which the booking was made or if the customer does not avail of the service booked (by failing to appear on the day or by arriving more than 30 minutes late), the customer will be charged in full for the booking.

If the booking cannot be honoured by the BHM, the customer is entitled to a full refund. Any further claims for damages on the part of the customer are precluded. If a booking cannot be honoured due to force majeure, the customer has no right to a refund.

7. Liability, compensation

The BHM is liable for injury or damages incurred by the customer while availing of the services of the BHM within

the framework of the existing legislation, particularly if they are proven to have been incurred due to the reckless or intentional neglect of duty by the BHM or any of its vicarious agents. No further liability is accepted by the BHM.

8. Data protection

Personal customer data will be processed in conformity with the legal data protection regulations. The data can be collected, processed and used by means of automatic procedures to the extent required. The customer authorises the transmission of this data to third parties insofar as this is necessary to fulfil the contract. Further details can be found in the Privacy Policy.

9. Final provisions

The contract is governed exclusively by the laws of Switzerland. The UN Convention on Contracts for the

International Sale of Goods (CISG) is excluded. The place of jurisdiction is Bern.

Additional agreements and alterations to the contract must be made in writing in order to be valid. This formal requirement cannot be waived by verbal agreements.

Should one of the terms or conditions of this contract be wholly or partially legally invalid, or later lose its legal force, this shall not affect the validity of the remaining terms and conditions. By way of adaptation, another suitable regulation shall apply in place of the invalid condition, which is commercially closest to that which the contracting parties intended, or would have wanted if they had realised that the regulation was invalid.

Bern, 30 April 2024

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