

A. Terms and Conditions of Carriage

1. General terms

- 1.1 These Terms and Conditions of Carriage, Business and Fares (Conditions of Carriage) govern the relations between Cologne Cable Car (Kölner Seilbahn GmbH) and its passengers, their various rights and duties and use options.
- 1.2 By entering the premises of Kölner Seilbahn GmbH, the passenger accepts of the Conditions of Carriage as an integral part of the contract of carriage.
- 1.3 Accompanying persons within the meaning of these Conditions of Carriage must be at least 18 years of age and have the physical and mental maturity to care for the persons in their care.
- 1.4 Children within the meaning of these Conditions of Carriage are persons up to the age of 12 years.
- 1.5 Kölner Seilbahn GmbH accepts no liability for any damage caused by the state of health of passengers. Passengers' health impairments must be reported to the operating personnel prior to departure without any call to do so.
- 1.6 During the Covid-19 pandemic, additional conditions – along with any associated restrictions, special requirements and stipulations – shall apply for the operation of the Cologne cable car. These conditions are explained in item 10 and must be observed, even if they contradict the arrangements and rules governing regular operations.

2. Scope

The Conditions of Carriage apply to the carriage of persons, objects and animals with and in Kölner Seilbahn and to the stay on the cable- car premises and its buildings.

3. Safety and order

- 3.1 When using the facilities and cable-car cabins, every passenger must behave as required by the safety and order of their operations, his own safety and consideration for others.
- 3.2 Entering the cars is only permitted at the boarding and alighting areas. Access to other operating premises and areas is prohibited.
- 3.3 The instructions of the operating personnel must be followed without fail. The staff may refer passengers to specific cabins or seats if this is necessary for operational reasons or for performing carriage functions.
- 3.4 If a passenger soils or damages a cabin or operating facilities, Kölner Seilbahn GmbH may charge a cleaning or maintenance fee of €20. If the damage is higher, Kölner Seilbahn GmbH may assert further claims. The passenger remains free to prove that no damage or less damage has been caused.
- 3.5 Smoking is prohibited in buildings and cabins of Kölner Seilbahn GmbH, as is the consumption of alcohol and drugs.
- 3.6 It is not allowed to create obstructions, to damage or soil cabins and other working equipment, to set the cable car or parts thereof in motion without authorization, to climb on steel structures or supports, and to undertake any other actions capable of disturbing or jeopardizing operations. Violations will be prosecuted.
- 3.7 No standing, swinging and changing places is allowed while the cabin is in motion.
- 3.8 No throwing of objects out of the cabins or letting them protrude from the cabins is permitted; no carrying of hazardous materials of any kind. Kölner Seilbahn GmbH shall not accept any liability for accidents resulting therefrom.
- 3.9 No leaning and "knocking" against the cabin windows.
- 3.10 If the cable car stops – also during extended stoppages – please keep calm and wait for instructions from the staff and follow them.
- 3.11 No disembarking or jumping off independently *en route* is permitted because of danger to life.

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- 3.12 In the event of a public power outage, the cable cars are driven to the stations at reduced speed using an emergency supply; thereafter, operation ceases for as long as the power outage continues.
- 3.13 In the event of force majeure, in particular weather conditions (higher wind speeds, danger of storms, thunderstorms, etc), operational disruptions or unforeseeable circumstances which may impair the safety of the carriage, operation of the Cologne cable car is suspended.
- 3.14 In the case of suspension of the cable-car operation due to the reasons under 3.12 and 3.13, the return trip/partial trip that has not been made may be paid out on the corresponding single fare for a return trip in respect of the return/partial trip not made. Combination tickets are excluded. No refund is possible here.
- 3.15 There is no entitlement to compensation or reimbursement of charges for other means of transport/of travel.
- 3.16 In order to ensure safe control during operation, Kölner Seilbahn GmbH reserves the right to use video equipment to monitor the technical plant. Improper use of the data is excluded by Kölner Seilbahn.

4. Carriage of persons

- 4.1 Passengers are entitled to carriage if in possession of a valid ticket. Tickets may be purchased at the box office.
- 4.2 The outward and return journey may be interrupted for a stay, but the journey may be resumed only with the ticket already purchased for the outward and return journey concerned.
- 4.3 Tickets must be kept until the end of the journey and until voided at the access control points. If a ticket is lost, there is no claim to replacement.
- 4.4 Tickets are valid on the day of issue, during the opening hours posted at the stations.
- 4.5 Passengers are obliged to present their ticket for inspection at any time upon request.
- 4.6 Any carriage of passengers is with the latter being seated. Each cabin may be occupied by a maximum of four persons – regardless of age and size (max. 320 kg).

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- 4.7 The carriage of children in pushchairs or persons in wheelchairs is not permitted. The personnel of Kölner Seilbahn GmbH will make every effort to transport prams and wheelchairs separately. However, this cannot be guaranteed due to the cabin dimensions and other operational concerns (door width 60 cm, depth 100 cm). Folding of prams or wheelchairs is carried out by the passenger/accompanying person.
- 4.8 Children up to the age of 12 and the infirm must have accompanying persons.
- 4.9 At the justified request of disabled passengers, entry and exit may be made in the parking position of the cabin. No guarantee for the suitability of the system for the carriage of passengers with disabilities is given.
- 4.10 Carrying persons under the influence of alcohol or drugs is prohibited. Such persons are not entitled to demand a refund of their fares.
- 4.11 There is no legal entitlement to transport animals/objects.

5. Additional information concerning the carriage of children and school classes / travel groups / organized group trips

5.1 General

- 5.1.1 Persons under the age of 12 are deemed to be children, those over 13 are adolescents and those over 18 adults.

5.2 Children

- 5.2.1 Pre-school children may under no circumstances travel alone in a cabin. Without exception, an accompanying person deemed an adult must always be seated in the same cabin.

School-age children up to the age of 12 (under 13) may also only travel on the Cologne cable car together with accompanying persons.

5.3 School classes / travel groups / organized group trips

- 5.3.1 An accompanying person must, as a matter of principle, travel in the first cabin and another in the last cabin in order to ensure that the children waiting at the stations are supervised. Since these accompanying persons know the children better, they should also decide which children can travel together in the same cabin. When boarding, the accompanying persons must draw the children's attention to the fact that they must remain seated



during the journey, must not sway and must not throw anything out of the windows. Cabin windows can be raised by the station manager to banish the risk of objects being thrown out of the cabin.

6. Special trips outside public operations

Special trips outside public operations are possible following the prior conclusion of a written contract.

7. Wedding ceremonies over the Rhine

- 7.1 Wedding ceremonies over the Rhine are possible during the operating hours of Kölner Seilbahn GmbH by concluding a prior written contract and using the "wedding cabin" available for this purpose.
- 7.2 Trips of wedding parties have priority over those of individuals and other groups.
- 7.3 In the case of trips of wedding parties, delays (slow trips, occasional stops) may occur during a cable-car trip due to requested photo shoots.

8. Filming permits and photo permissions

- 8.1 Recordings for private, non-commercial purposes do not require the permission of Kölner Seilbahn GmbH. The provisions of Germany's General Data Protection Regulation (GDPR) must be observed.
- 8.2 Otherwise: In all buildings and cabins as well as on the premises of Kölner Seilbahn GmbH, photos may only be taken and films shot with a "shooting permit" issued by Kölner Seilbahn GmbH. Further information may be found on our website.

9. Lost property

- 9.1 Any lost property that can undoubtedly be assigned to a specific person / proprietor / owner is returned directly by Kölner Seilbahn GmbH on site or, if contact can be established, at a later date to the proprietor / owner.

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- 9.2 If an allocation of the lost property is not possible, it is forwarded to the lost-property office of the City of Cologne after a storage period of four (4) weeks.

10. Supplement to the Conditions of Carriage under the Covid-19 pandemic; special requirements and stipulations

For the duration of the health protection measures, the Conditions of Carriage shall continue to apply without limitation, insofar as they do not contradict or are replaced by the following conditions:

1. The following general hygiene rules shall apply
 - a. keeping distance, at least 1.5 metres (approx. 4 feet);
 - b. duty to wear masks (FFP2 or KN95/N95);
 - c. coughing and sneezing etiquette;
 - d. washing/disinfecting of hands;
 - e. no touching of face.
2. Cabins may be occupied by no more than four passengers belonging together, irrespective of the age of the individuals.
3. Children under 12 must always be accompanied by an adult.
4. To ensure smooth operations, passengers must leave the stations immediately after disembarking. Please have your ticket ready so that our access/exit controls can take place without delay.
5. Passengers should avoid bringing along pushchairs or carrying other bulky luggage. Generally speaking, passengers are not entitled to carry such objects on board.
6. Boarding a cable car from a stationary position is still possible. Due to the ban on physical contact, however, our staff are unfortunately unable to provide assistance, for instance lifting a wheelchair user into the cabin.

11. Liability

- 11.1 Any fault-based liability of Kölner Seilbahn GmbH is limited to intent and gross negligence. The limitation of liability stated in sent. 1 shall not apply in the event of breach of material contractual duties (so-called cardinal duties). In the event of negligent, but not grossly negligent, breach of cardinal duties, liability shall be limited to compensation for the foreseeable damage typical of the contract. Cardinal duties are such fundamental contractual obligations that were decisive for the conclusion of the contract and on the observance of which the parties could rely. Liability is unlimited for damage



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resulting from injury to life, limb or health. The above limitation of liability shall also apply to any legal representatives, executives and vicarious agents of Kölner Seilbahn GmbH.

10.2 No liability is accepted for lost property.

11. Venue

The courts at Cologne shall have jurisdiction.

B. Fare conditions

1. General

- 1.1 The fares published in the salesroom/stations shall apply. Children from 0 to 3 years of age travel free of charge, children from 4 to 12 years of age pay the children's fare and those from 13 years of age pay the adult fare.
- 1.2 Group fares apply upward of four or upward of 17 paying persons.
- 1.3 The disabled pay the regular fare. If a "B" is stated in the disabled person's ID card, the accompanying person is entitled to free travel. Exception: children up to 3 years – here, the accompanying person travels at the child price.
- 1.4 Only one concession applies in each case (eg group fare or combination ticket).

2. Vouchers

- 2.1 A voucher for a trip with Kölner Seilbahn GmbH may be redeemed within four years of the date of purchase. A refund of partial services from combination tickets (third-party services combined with a trip with Kölner Seilbahn GmbH) with a term of less than four years is excluded.
- 2.2 The period of validity of the combination ticket is four (4) years for services provided by Kölner Seilbahn GmbH, three (3) years for services provided by third-party companies (eg Cologne Zoo) starting from the end of the year, or in accordance with the applicable terms and conditions of any third-party companies that must be requested from them.
- 2.3 However, a voucher may also be returned or exchanged at Kölner Seilbahn GmbH within the various validity periods. In this case, Kölner Seilbahn GmbH refunds the purchase price.
- 2.4 Vouchers and tickets issued for advertising purposes are not eligible for a refund. These vouchers cannot be combined with any other offers. The vouchers can only be redeemed during the operating hours of Kölner Seilbahn GmbH and are not valid during special events (eg Cologne Lights, etc).
- 2.5 After expiry of the validity, there is no longer any claim for reimbursement or compensation. The validity period is noted on the voucher.

3. Multi-trip tickets

Multi-trip tickets are valid for four (4) years from the date of purchase. After expiry of the validity term, there is no right to replacement or refund.

4. Combination tickets

4.1 The combination ticket for the cable car / zoo / aquarium entitles the holder to a return trip with Kölner Seilbahn GmbH and admission to the zoo and aquarium on the day of purchase.

4.2 The "*Himmel un Äd*" (haven 'n' earth) combination ticket entitles the holder to one return trip each with Kölner Seilbahn GmbH and the "*Zoo-Express*".

4.3 The "*Köln erleben, zu Land, zu Wasser und aus der Luft*" (Experience Cologne, by land, by sea and by air) combination ticket entitles the holder to one return trip each or two single trips / partial trips with all participating companies.

4.4 Upon purchase or upon presentation of the combination ticket "*Himmel un Äd*" or "*Köln erleben ...*", the passenger receives at the Kölner Seilbahn GmbH box office a barcode ticket for a return trip on Kölner Seilbahn. The barcode ticket is only valid on the day of redemption.

4.5 The combination tickets are subject to the various carriage or business conditions and opening/departure times of the companies concerned.

4.6 Any exchange or refund of unused combination tickets is only possible at the point of sale where the combination ticket was purchased.

4.7 Combination tickets are not valid for special events.

5. Tickets and combinations for special trips organized by Kölner Seilbahn GmbH or for a specific, scheduled trip or event

5.1 Tickets and combination tickets for special trips or for a specific, scheduled trip or event are only valid for the purpose stated on the ticket or combination ticket.

5.2 The return / cancellation of tickets and combination tickets for special trips is possible free of charge up to 14 days before the date of the event for which the tickets / combination tickets were issued. After this date, the tickets can no longer be returned or cancelled. There is no reimbursement of costs.

6. Payment types

- 6.1 All tickets, combination tickets and tickets for special public trips organized by Kölner Seilbahn GmbH as well as tickets for special events listed in these fare conditions may be purchased at the box office for cash or by card (EC/Giro, Maestro, MasterCard, V-Pay, Visa, JCB).
- 6.2 For selected special events (eg Cologne Lights), tickets may only be purchased by prior order and against invoice. Such tickets cannot be purchased either at the ticket machine or at the box office.
- 6.3 Payment against invoice is possible for organized excursions and travel events by prior arrangement. A corresponding receipt / voucher must be presented at the box office before the start of the trip, otherwise the trip cannot begin.

C. Severance clause

Should any provisions of these Conditions of Carriage be invalid or void either wholly or in part or become wholly or partly invalid or void as a result of a change in the legal situation or by any supreme court decision or in any other manner, or should the Conditions of Carriage contain gaps, this shall not affect the remaining provisions. In such a case, taking into account the principle of good faith, a valid provision shall be agreed in lieu of the invalid term, which approximates as closely as possible to the meaning and intent of the invalid provision and which can be assumed to have been agreed upon by the parties at the time of contracting had they been aware of or foreseen such invalidity or nullity. The same shall apply in the event of any gap.

D. Data privacy

Kölner Seilbahn GmbH processes personal data exclusively to fulfil its obligations under these Conditions of Carriage and as an independent "responsible person" within the meaning of sec. 4, no. 7 of the EU General Data Protection Regulation (GDPR). Kölner Seilbahn GmbH complies with the relevant data-protection regulations, in particular those of the GDPR and Germany's Federal Data Protection Act (*BDSG*). To the extent necessary to fulfil the contract or is required by law, Kölner Seilbahn GmbH may also pass on personal data to third parties. Kölner Seilbahn GmbH guarantees that the persons authorized to process such personal data have undertaken to maintain confidentiality or are subject to an appropriate statutory duty of confidentiality. It ensures that its employees are familiar with all relevant data-protection regulations. The obligation to comply with data-protection regulations continues to apply even after termination of their contractual relationship.