

**General terms and conditions**  
**of the C. Wieser Gastronomiebetriebs GmbH**  
**in the following called „Ratskeller München“**

## **1. Conclusion of the contract**

On order by the customer, Ratskeller München provides rooms or single tables. At the tables the customers may order either a pre-booked menu or “a la carte” in accordance with the menu of Ratskeller München. Drinks may be ordered in accordance with the menu of Ratskeller München.

Ratskeller München may conduct minor changes in the choice of the dishes or in the order of the menu.

With the order and the booking the customer poses an offer.

The contract is concluded with the acceptance by Ratskeller München.

If the customer is a commercial agent or organizer, he/she is jointly liable together with the customer for the obligations arising out of the contract.

## **2. Liability of Ratskeller München, limitation of claims**

Ratskeller München is liable with the diligence of a prudent businessman. Compensation for damages of the customer or the organizer is excluded. This does not apply for damages, which are caused by deliberate or grossly negligent behavior hurting the life, the body or the health.

If Ratskeller München has fallen short in its service, the customer has to announce this without delay and has to assist with the remedy. Further, the customer has to point to the development of exceptional damages.

For objects, the customer has brought with him/her, Ratskeller München denies any liability. This does not apply for damages, for which a deliberate or grossly negligent behavior of Ratskeller München or its employees is proved.

Ratskeller München is not liable for allergic reactions or intolerances of the customer. The customer is obliged to announce allergies or intolerances towards Ratskeller München in advance.

All claims against Ratskeller München lapse after one year has passed since the service. Claims for damages lapse within three years.

### **3. Obligation to perform, prepayment, credit card information, set-off**

Ratskeller München is obliged to perform the services the customer has ordered and Ratskeller München has agreed with.

The customer is obliged to accept the contractual services and to pay the current prices for these services.

Ratskeller München may request an appropriate prepayment.

The customer is obliged to pay the prepayment. Ratskeller München may terminate the contract if the customer falls behind with his/her obligation to pay the prepayment.

To secure the payment, Ratskeller München may request the credit card information (cardholder, card number, validation date and CV-code) of the customer. Ratskeller München will not debit in advance.

The customer is obliged to disclose the required credit card information and agrees with debiting compensation in accordance with the below mentioned cancellation terms, not paid services and other damages from this credit card.

The customer can only offset against claims of Ratskeller München acknowledged by Ratskeller München in writing or legally determined.

### **4. Expiration of the reservation, cancellation terms**

If the customers do not show up until the latest 20 minutes after the agreed time, the claim on the reserved table(s) elapses.

Ratskeller München must be informed of a change in the number of persons the latest 24 hours before the agreed time. If special dishes, which are not mentioned in the regular menu of Ratskeller München, were ordered, a change in the number of persons must be announced 5 days in advance.

In the case an a la carte menu was booked, a free withdrawal from the contract with Ratskeller München by the customer is feasible until 24 hours before the agreed time. If special dishes, which are not mentioned in the regular menu of Ratskeller München, were ordered, a free withdrawal from the contract with Ratskeller München by the customer is feasible the latest 5 days before the date.

Excluded are services Ratskeller München has ordered for that reservation from third parties. In particular this means wasted expenditures, which cannot be commercialized otherwise. In any case these must be paid by the customer. This does not apply if Ratskeller München does act in accordance with the contract and adherence to the contract by the customer cannot be expected anymore or a legal right of withdrawal exists.

For later cancellations or a no-show the following applies:

- in the event no certain of the menu or the drinks was determined, liquidated damages of 37,00 € per not showing person,
- in the event certain dishes or drinks were determined, the customer must pay the agreed price minus spared expenditures,
- for the brunch event on Sundays: liquidated damages of 15,00 € per not showing person.

The customer is entitled to proof that in fact no damage or considerable less damage than the above mentioned liquidated damages arose.

These damages may be deducted from the credit card provided by the customer in advance according to the above mentioned no. 3.

A withdrawal because of force majeure (war, fire, power outage, etc.) is free of charge in any event.

Derogating from the above mentioned no. 4, a separate banquette agreement may be concluded for larger events.

## **5. Liability of the customer**

The customers must generally not bring any food or beverages, unless agreed in writing.

The customer is liable for all damages to the premises and the fixtures which are caused by participants or visitors of the event or his/her staff.

In the event of a defilement of the rooms by vomiting or similar, the customer owes liquidated damages of 200,00 € (168,07 € net + 19% VAT: 31,93 €).

## **6. Services of third parties**

If Ratskeller München procures technical or other equipment of third parties for the customer or on his/her instigation, Ratskeller München acts in the name, per procuration and on the expense of the customer.

The customer exempts Ratskeller München from all claims of third parties because of the surrender of this equipment. If the customer brings his/her own technical equipment and this causes disturbances in the network of Ratskeller München, the customer is liable for the arising costs and the elimination of the damages.

## **7. Written form, venue**

Changes or addenda of these terms and conditions or waiver of the written form have to be made in writing. Changes or addenda only by the customer are invalid, even by means of general terms and conditions. Place of performance, place of payment and venue is Munich, as far as legally admissible. In the case of a lawsuit, German law applies.

## **8. Severability clause**

Should any provision in the above terms be or become invalid, either in part or in full, or impracticable, this will not affect the validity of the other provisions of this agreement.

The invalid or impracticable provision will be replaced by a provision that is in the purpose as close as possible to the invalid or impracticable provision in a legally effective and practicable form.

The same will also apply in the event of any unintended omissions.