



General Terms and Conditions (GTC) of the Restaurant Edel Weiss

I. Scope of application

1. the following General Terms and Conditions (GTC) apply to all contracts between Restaurant Edel Weiss (hereinafter referred to as "Restaurant") and its guests (hereinafter referred to as "Customer") for the provision of gastronomic services.
2. the customer's terms and conditions shall only apply if this has been expressly agreed in writing in advance.
3. the subletting or re-letting of the rooms or areas provided as well as invitations to interviews, sales or similar events require the prior consent of the restaurant, whereby § 540 para. 1 sentence 2 BGB is waived insofar as the customer is not a consumer.

II Conclusion of contract, contract partners, liability, statute of limitations

1. the contract is concluded by the acceptance of the customer's application by the restaurant, these are the contracting parties.
2. if the customer/orderer is not the organizer himself or if a commercial agent or organizer is engaged by the organizer, the organizer shall be jointly and severally liable with the customer for all obligations arising from the contract, provided that the restaurant has received a corresponding declaration from the organizer.
3. the restaurant shall be liable for its obligations under the contract with the diligence of a prudent businessman. Claims of the customer for damages are excluded. Excluded from this are damages resulting from injury to life, body or health if the restaurant is responsible for the breach of duty, other damages based on an intentional or grossly negligent breach of duty by the restaurant and damages based on an intentional or negligent breach of typical contractual obligations by the restaurant. A breach of duty is equivalent to that of a legal representative or vicarious agent. Should disruptions or defects occur in the restaurant's services, the restaurant shall endeavor to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obliged to do what is reasonable to remedy the disruption and minimize any possible damage. In addition, the customer is obliged to inform the restaurant in good time of the possibility of extraordinary damage.
4. all claims against the restaurant shall generally become time-barred one year after the commencement of the regular limitation period under Section 199 (1) BGB, which is dependent on knowledge. Claims for damages shall become statute-barred after five years irrespective of knowledge. The shortening of the limitation period shall not apply to claims based on an intentional or grossly negligent breach of duty by the restaurant.

III Services, prices, payment, offsetting:

1. the restaurant is obliged to provide the services ordered by the customer and promised by the restaurant.
2. the customer is obliged to pay the agreed or customary prices of the restaurant for these and other services used. Unless otherwise agreed, the prices of the respective posted or displayed menus/daily menus shall be deemed agreed.
3. all dishes offered can be arranged or changed according to the customer's wishes. Changes may result in a price that differs from the menu/daily menu.
4. all prices lose their validity with the publication of a new menu/daily menu.
5. the customer is obliged to pay the services and expenses of the restaurant arranged by him to third parties, in particular also claims of copyright collecting societies to the restaurant.

6 The agreed prices include the respective statutory value added tax. If the period between the conclusion of the contract and the event exceeds four months and the price generally charged by the restaurant for such services increases, the contractually agreed price may be increased appropriately, but by no more than 5%.

7. invoices of the restaurant are payable immediately without deduction. The restaurant is entitled to declare accrued receivables due at any time and to demand immediate payment.

8. the restaurant is entitled to demand a reasonable advance payment at any time. The amount of the advance payment and the payment dates may be agreed in writing in the contract.

9. the customer may only offset or reduce a claim of the restaurant with a claim that has been recognized in writing or legally established.

10. the restaurant shall provide all agreed food and beverages in sufficient form, unless further agreements have been made in writing. There shall be no further claim for food or drinks that have run out if the full service has been provided by the restaurant. In the case of beverage packages, the restaurant may offer a replacement item or provide an appropriate replacement if this is possible and agreed arrangements have been made.

11. if no agreements have been made regarding the duration of packages, the agreed package ends no later than 7 hours after the start of the event (arrival time).

IV. Reservations

1. reservations can be made by telephone, e-mail or via the online booking tool.

2. a binding booking between the restaurant and the customer comes into effect when the restaurant confirms the reservation.

3. the restaurant reserves the right to refuse or cancel reservations, in particular in the event of force majeure, non-availability of services or justified doubts about the customer's ability or willingness to pay.

4. reservations for up to 8 persons are automatically for a stay of 2 hours.

An extension of the length of stay must be requested.

5. reservations for 8 persons or more are automatically for a stay of 3 hours.

An extension of the length of stay must be requested.

6) Cancellations must be made in writing (by e-mail or letter) or by telephone and confirmed by Restaurant Edel Weiss.

V. Withdrawal by the customer (cancellation)

1. a cost-free withdrawal of the customer from the contract concluded with the restaurant requires the written consent of the restaurant. If this is not given, the agreed advance payment from the contract as well as services arranged for third parties must be paid in any case, even if the customer does not make use of contractual services and it is no longer possible to re-let the restaurant. This shall not apply in the event of a breach of the restaurant's obligation to take into account the rights, legal interests and interests of the customer, if the customer can no longer reasonably be expected to adhere to the contract as a result or is otherwise entitled to a statutory or contractual right of withdrawal.

2. if a date for free withdrawal from the contract has been agreed in writing between the restaurant and the customer, the customer may withdraw from the contract up to that date without triggering payment or compensation claims by the restaurant. The customer's right of withdrawal shall expire if he does not exercise his right of withdrawal in writing vis-à-vis the restaurant by the agreed date, unless a case pursuant to number 1 sentence 3 exists.

3. if the customer only withdraws between the 8th and 4th week before the date of the event, the restaurant is entitled to charge 35% of the lost food sales, and 70% of the food sales for any later withdrawal.

4. the calculation of food sales is based on the formula Menu price of the event x number of participants. If no price has yet been agreed for the menu, the cheapest menu of the respective valid event offer shall be used as a basis.
5. if a conference flat rate per participant has been agreed, the restaurant shall be entitled to charge 60% of the conference flat rate x agreed number of participants in the event of cancellation between the 8th and 4th week before the date of the event, and 85% of the conference flat rate x agreed number of participants in the event of later cancellation.
6. the deduction of saved expenses is taken into account in points 3 and 5. The customer is at liberty to prove that the above-mentioned claim did not arise or did not arise in the amount claimed.

VI Withdrawal of the restaurant

1. if the customer's right to withdraw from the contract free of charge within a certain period has been agreed in writing, the restaurant shall be entitled to withdraw from the contract during this period if there are inquiries from other customers regarding the contractually booked rooms and the customer does not waive his right to withdraw from the contract upon further enquiry by the restaurant.
2. if an agreed advance payment or an advance payment demanded in accordance with Clause III No. 5 above is not made, the restaurant shall also be entitled to withdraw from the contract.
3. furthermore, the restaurant is entitled to withdraw from the contract for objectively justified reasons, for example if - force majeure or other circumstances for which the restaurant is not responsible make it impossible to fulfil the contract, - events are booked under misleading or false statements of material facts, e.g. the customer or purpose, the restaurant has reasonable grounds to believe that the events may jeopardize the smooth running of the business, the safety or the reputation of the restaurant in public, without this being attributable to the restaurant's sphere of control or organization. - There is a breach of clause I no. 2 above.
4. in the event of justified withdrawal by the restaurant, the customer shall not be entitled to claim damages.

VII Changes to the number of participants and the time of the event

1. a change in the number of participants by more than 5% must be notified to the restaurant at least five working days before the start of the event and requires the written consent of the restaurant.
2. a reduction in the number of participants by the customer by a maximum of 5% shall be recognized by the restaurant when invoicing. In the event of deviations exceeding this, the originally agreed number of participants less 5% shall be taken as the basis. The customer has the right to reduce the agreed price by the expenses saved as a result of the lower number of participants, to be proven by the customer.
3. in the event of an upward deviation, the actual number of participants shall be charged.
4. if the number of participants deviates by more than 10%, the restaurant shall be entitled to redetermine the agreed prices and to exchange the confirmed rooms.
5. if the agreed start or end times of the event are postponed and the restaurant agrees to these deviations, the restaurant may invoice the additional readiness to perform appropriately, unless the restaurant is at fault.

VIII. Bringing food and beverages

The customer may not bring food and drinks to events.

IX. Technical equipment and connections

1. insofar as the restaurant procures technical or other equipment from third parties for the customer at the customer's request, it shall act in the name, on behalf of and for the account of

the customer. The customer shall be liable for the careful handling and proper return of the equipment. He shall indemnify the restaurant against all third-party claims arising from the provision of this equipment.

2. the use of the customer's own electrical equipment using the restaurant's electricity network requires the restaurant's written consent. Any faults or damage to the restaurant's technical equipment caused by the use of such equipment shall be borne by the customer, unless the restaurant is responsible for them. The restaurant may record and charge a flat rate for the electricity costs arising from the use of the equipment.

3. with the consent of the restaurant, the customer is entitled to use his own telephone, fax and data transmission equipment. The restaurant may charge a connection fee for this.

4. if suitable equipment of the restaurant remains unused due to the connection of the customer's own equipment, a cancellation fee may be charged.

5. faults in technical or other equipment provided by the restaurant will be rectified immediately if possible. Payments may not be withheld or reduced insofar as the restaurant is not responsible for these faults.

X. Loss of or damage to items brought onto the premises

1. exhibits or other items, including personal items, are kept in the event rooms or in the restaurant at the customer's risk. The restaurant accepts no liability for loss, destruction or damage, including for financial losses, except in cases of gross negligence or intent on the part of the restaurant. Excluded from this are damages resulting from injury to life, limb or health. In addition, all cases in which safekeeping is a typical contractual obligation due to the circumstances of the individual case are excluded from this exemption from liability.

2. material brought along must comply with fire protection requirements. The restaurant is entitled to demand official proof if necessary. If such proof is not provided, the restaurant shall be entitled to remove any material already brought in at the customer's expense. Due to possible damage, the installation and attachment of objects must be agreed with the restaurant in advance.

3. exhibits and other items brought along must be removed immediately after the end of the event. If the customer fails to do so, the restaurant may remove and store the items at the customer's expense. If the items remain in the event room, the restaurant may charge a reasonable compensation for use for the duration of their retention. The customer is at liberty to prove that the above-mentioned claim did not arise or did not arise in the amount demanded.

XI. Liability of the customer for damages

1. the customer shall be liable for all damage to buildings or inventory caused by event participants or visitors, employees, other third parties from his area or himself.

2. the restaurant may require the customer to provide appropriate security (e.g. insurance, deposits, guarantees).

XII. Special provisions for contracts for the delivery of food and beverages outside the restaurant premises

(1) In the case of contracts with customers for the delivery of food and beverages to a delivery address specified by the customer, in particular for events outside the restaurant premises, Sections II and III shall apply accordingly.

2. the preparation of the food offered shall take place by arrangement on all days of the week, including Sundays and public holidays.

3. pro rata travel costs of € 1.50/km shall be charged for delivery, unless otherwise agreed.

4. the delivery ordered up to 24 hours before the start of the event shall be deemed to have been agreed with regard to both the type of food and beverages and the quantity ordered or the number of persons to be served.
5. all reusable items are only provided on loan and must be returned cleaned the following day, otherwise cleaning costs will be charged or, in the event of damage/loss, the replacement value will be invoiced.
6. the invoice enclosed with the delivery is payable immediately without deduction, in cash at the respective supplier, by EC-Cash or cash on return of the dishes on the following day or by bank transfer to the account stated on the invoice within seven days. The restaurant is entitled to declare accrued receivables due at any time and to demand immediate payment.

XIII Final provisions

1. amendments or additions to the contract, the acceptance of the application or these terms and conditions and the waiver of the written form requirement must be made in writing. Unilateral amendments or additions by the customer are invalid.
- 2 Place of performance and place of payment is the registered office of the restaurant.
3. the exclusive place of jurisdiction - also for disputes concerning checks and bills of exchange - in commercial transactions is the registered office of the restaurant. If a contractual partner fulfills the requirements of § 38 para. 2 ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the restaurant.
- 4 German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.
5. should individual provisions of these General Terms and Conditions for Events be invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

Status 27.07.2024