



General Terms and Conditions for Banquet Orders regarding
Seehaus im Englischen Garten, Kleinhesseloh 3, 80802 Munich
(Roland Kuffler GmbH, Residenzstraße 12, 80333 München)

I. Scope of application

These terms and conditions apply to all contracts for banquet orders, as well as all other deliveries and services provided to the client in this context in the above-mentioned business of above-mentioned Roland Kuffler GmbH (=Contractor). In particular, this also includes contracts and parts of contracts which include the provision of conference, banquet and event rooms of the Contractor to the client. Any client's general terms and conditions shall only apply if this has been expressly agreed in writing.

II. Contract conclusion and partner

1. The contract is concluded when the Contractor accepts the customer's (=Client's) application. Only the Client and the Contractor are parties to the contract. If the agent, orderer or organizer of the event acting vis-à-vis the Contractor is not the Client itself, but an agent or representative authorized by the Client, it must clearly disclose this to the Contractor before the contract is concluded. The Client, intermediaries authorized or commissioned by the Client, orderer or organizer of the event expressly affirm that they are not acting on behalf of any other third natural or legal person not disclosed to the Contractor. In addition, the Contractor must be informed of the purpose of the event by the Client.
2. The Client, any agents, orderers or organizers authorized or commissioned by the client are expressly prohibited from allowing third parties, natural or legal persons not disclosed to the contractor, to use the premises provided by the Contractor for the purpose of holding the event. Any subletting is expressly prohibited, and the Contractor is not obliged to grant permission.
3. The Client and any agents, purchasers or organizers authorized or appointed by him/her are aware that the use of the rooms does not entitle them to hold meetings or events at which right-wing extremist, racist, anti-Semitic or violence-glorifying content is presented. The Client and any agents or representatives appointed by him/her assure that the meetings organized by him/her will not contain any such content and undertake to immediately exclude participants who disseminate such content from the event.

III. Services, prices, (pre-)payment

1. The scope of services specified by the Client shall be deemed to have been bindingly agreed with regard to the food and beverage sequence, number of persons, desired decorations, as well as the start and end of the event upon conclusion of the contract.
2. If, in individual cases and for reasons for which the Contractor is not responsible, parts of the menu have to be replaced by other equivalent food or beverages, the Contractor shall be entitled to unilaterally set a corresponding change to the menu composition. In this case, the Contractor undertakes to ensure that the replacement product comes as close as possible to the character of the replaced product and to inform the Client promptly (verbally is sufficient). If the necessary replacement procurement results in a cost increase of more than 5% (net, excluding VAT), the proportion of costs exceeding this 5% (plus VAT) shall be borne by the Client.
3. The scope of services specified by the Client and confirmed by signature shall serve as the basis for calculation. Any additional services ordered or utilized by the Client shall be invoiced according to their actual scope.
4. Upon conclusion of the contract, the Client shall pay the Contractor the individually agreed Minimum Rent for a booked room or table in full as an advance payment. Such „**Minimum Rent**“ consists of the turnover guarantee specifically agreed in the order for the booked room or table (or a plurality thereof). In addition, the Client must provide a credit card guarantee to the Contractor in the full amount of the agreed total menu price. In the event that a Minimum Rent has not been agreed for the respective room or table (or respective plurality), the Client shall owe the aforementioned credit card guarantee in the full amount of the agreed total menu price. When issuing a (wire) payment order, the Client must state the date and name of the event as well as the name of the Client.
5. In objectively justified cases, e.g. payment arrears of the Client or extension of the scope of the contract, the Contractor shall be entitled, at its discretion, to demand a further advance payment or credit card guarantee, in cases of payment arrears also up to the full amount of the total volume price resulting from the order (unless 100% has already been reached in accordance with Para. 4 above).
6. In addition, advance payments and payment dates deviating from the above provisions may be agreed in writing (text form is sufficient) between the Client and the Contractor.
7. The final invoice shall be due for payment at the end of the event and upon receipt. By way of exception, something else shall only apply if this has been agreed between the contracting parties in writing (text form is sufficient) before the event takes place.

IV. Withdrawal / Termination by the Contractor

1. If the advance payment to be made by the Client in accordance with III. No. 4 is not made by the Client within 14 days of the conclusion of the contract for the event, and if there is a longer period between the conclusion of the contract and the start of the event, the Contractor shall be entitled to withdraw from the contract with immediate effect at any time (i.e. even without a reminder, warning or similar),
2. Furthermore, the Contractor shall be entitled to terminate the contract with immediate effect in the event of a so-called important reason („*wichtiger Grund*“ in German legal-technical terms), without prejudice to any other applicable statutory provisions on the following individual cases, in particular if
 - premises are booked by the Client or any of the Client's agents, customers or organizers authorized or appointed by the Client, with knowingly or negligently misleading or false information or concealment of material facts; material facts include in particular the identity of the service recipient, the solvency of the client or the purpose of the event;
 - force majeure or other circumstances for which the Contractor is not responsible make it impossible to fulfil the contract;
 - the occasion or purpose of the event is unlawful;
 - the Contractor has reasonable grounds to believe that the event may jeopardize the smooth running of the business, the safety or the reputation of the Contractor, including its operations in the public eye.
3. The justified termination of the contract by the Contractor, e.g. in accordance with the above provisions, does not in itself, i.e. without the existence of other necessary criteria for this, justify a claim for damages by the Client.

V. Withdrawal of the Client / Cancellation Policy

1. In principle, the Client is only entitled to withdraw from the contract with the Contractor if the parties have expressly agreed a right of withdrawal in the contract, e.g. as set out below under para. 2 of this Section V, if there is a statutory reason for withdrawal, or if the Contractor has given its express written (text form is sufficient) separate consent to the cancellation of the contract.
2. In the event of withdrawal by the Client without a statutory reason for withdrawal or without the Contractor's separate express consent, see para. 1 above, hereinafter referred to collectively as "**Cancellation**", the following cancellation policy / rules shall apply:
 - a. A Cancellation shall only be deemed to have taken place if the Client has declared such cancellation to the Contractor in writing (text form is sufficient) and the Contractor has received it.
 - b. Cancellations (for the avoidance of doubt: including receipt by the Contractor, see above a.) made earlier than 30 days before the start of the event are free of charge. In

case of a later Cancellation, however, the Client shall owe payments in accordance with the provisions of letters c. to d. below.

- c. In the event of a Cancellation between 30 and 20 days before the start of the event, the Contractor shall be entitled to demand the agreed room rental or the agreed Minimum Rent. If no room rental or Minimum Rent has been agreed, the Contractor shall then be entitled to charge 30% of the agreed total menu price for the agreed number of persons.
 - d. In the event of a Cancellation between 19 and 6 days before the start of the event, the Contractor shall be entitled, too, to demand the agreed room rental or the agreed Minimum Rent. If no room rental or Minimum Rent has been agreed, the Contractor shall then be entitled to charge 50% of the agreed total menu price for the agreed number of persons.
 - e. In the event of a Cancellation from 5 days before the start of the event, the Contractor shall be entitled, too, to demand the agreed room rental or the agreed Minimum Rent. If no room rental or Minimum Rent has been agreed, the Contractor shall then be entitled to charge 70% of the agreed total menu price for the agreed number of persons.
3. In addition, in the event of Cancellation, the Client shall bear the full costs of third-party services (e.g. band, decoration etc.) ordered by him or for his event in accordance with the agreement, insofar as these can no longer be cancelled free of charge in good time. The Contractor shall make every reasonable effort to contribute to the most cost-efficient cancellation possible.
 4. In all cases of this Clause V, the Client is expressly permitted to provide evidence that the Contractor has incurred no or less damage.

VI. Bringing along Food, Drinks, Decoration Material and Other Items

1. The Client is expressly prohibited from bringing food, drinks and their own decoration material to the event. Exceptions require an express written agreement (text form is sufficient) with the Contractor.
2. If items and objects of any kind are brought onto the Contractor's premises, this shall be at the Client's own risk. The contractor accepts no liability for loss, destruction or damage, nor for financial losses. However, the limitation of liability in the previous sentence shall not apply
 - a. in the event of gross negligence or intent on the part of the Contractor;
 - b. in the event of injury to body, health or life or
 - c. in the event of a breach of "material contractual obligations" („*wesentliche Vertragspflichten*“ in German legal-technical terms) of the Contractor which do not already fall under a. or b.; material contractual obligations (also referred to as "cardinal obligations" / „*Kardinalpflichten*“) are those whose fulfilment is essential for the proper performance of the contract and on whose compliance the Client as a contractual partner relies and may rely (in particular, without limitation thereto, the so-called main performance obligations, „*Hauptleistungspflichten*“) - in such cases, the Contractor

shall always be liable, such liability however being limited, in its amount, to damages foreseeable and typical for the contract at the time of conclusion of the contract.

- d. The provisions of the German Product Liability Act („*Produkthaftungsgesetz*“, abbreviated as „*ProdHaftG*“) remain completely unaffected by the above regulations.

VII. Offsetting and Assignment

1. The Client may only offset or reduce a claim of the Contractor, or assert a right of retention, with an undisputed claim or a claim legally established by a court; notwithstanding this, counterclaims from the same contractual relationship may always be offset or retained (naturally, without prejudice to the possibility of the other party to have the offsetting reviewed by a court).
2. The assignment or pledging of claims or rights to which the Client is entitled vis-à-vis the Contractor is excluded. Anything to the contrary shall only apply in the event of express written consent (text form is sufficient) from the Contractor.

VIII. Obligations, liability, compensation, limitation periods

1. The Client is obliged to inform the Contractor in writing (text form is sufficient) of any reductions of more than 5% in the number of guests to be catered for no later than 5 working days before the start of the event, in which case the Client shall not bear the costs. Later reductions will be charged in full.
2. In the event of a significant reduction in the actual number of persons from the number ordered (= by more than 10%), the Contractor shall have the right, but not the obligation, to change the rooms or tables originally confirmed on the basis of the number of persons ordered and to place the guests elsewhere according to their actual number, but shall then owe an adjustment of the room rent or the Minimum Rent.
3. The Client is obliged to pay the prices agreed for the services ordered and other services used or the prices applicable at the Contractor's premises. This also applies to services initiated by the Client and any expenses incurred, as a result/consequence, by the Contractor, its legal representatives and vicarious agents to third parties, and in any case also to claims by collective rights management organization, or the like, arising from the implementation of the client's event.
4. The Contractor shall be liable for its obligations under this contract with the diligence of a prudent businessman. Claims for damages by the Client are excluded. However, the limitation of liability in the previous sentence shall not apply
 - a. in the event of gross negligence or intent on the part of the Contractor;
 - b. in the event of injury to body, health or life or

- c. in the event of a breach of "material contractual obligations" („wesentliche Vertragspflichten“ in German legal-technical terms) of the Contractor which do not already fall under a. or b.; material contractual obligations (also referred to as "cardinal obligations" / „Kardinalpflichten“) are those whose fulfilment is essential for the proper performance of the contract and on whose compliance the Client as a contractual partner relies and may rely (in particular, without limitation thereto, the so-called main performance obligations, „Hauptleistungspflichten“) - in such cases, the Contractor shall always be liable, such liability however being limited, in its amount, to damages foreseeable and typical for the contract at the time of conclusion of the contract.
 - d. The provisions of the German Product Liability Act („Produkthaftungsgesetz“, abbreviated as „ProdHaftG“) remain completely unaffected by the above regulations.
5. If the Client is an entrepreneur, he shall be liable for damage caused to buildings and inventory of the Contractor's by event participants or visitors, employees, other third parties from his area or his business.
 6. All claims against the Contractor shall generally become time-barred one year after the statutory limitation period begins. Claims for damages shall become time-barred after five years, irrespective of knowledge. The shortening of the limitation period in the two preceding sentences shall not apply to claims insofar as these represent/fulfill one or more of the cases in the preceding paragraph 4 letters a. - d.

IX. Miscellaneous

1. Amendments or additions to the contract, the acceptance of the application or these General Terms and Conditions for Events must be made in writing. Text form is sufficient.
2. The place of performance and the place of payment („Zahlungsort“) shall be the Contractor's registered office.
3. The exclusive place of jurisdiction - also for disputes relating to checks and bills of exchange - in commercial transactions shall be the Contractor's registered office under company law. If a contractual partner fulfills the requirements of Section 38 (2) German Civil Procedure Code („Zivilprozessordnung“, „ZPO“) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the Contractor's registered office under company law.
4. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
5. Should any provision of these General Terms and Conditions above be invalid or void, this shall not affect the validity of other / the remaining provisions.