



## HOFBRÄUHAUS

### GENERAL TERMS AND CONDITIONS – Status 12.2023

#### § 1 Validity

These General Terms and Conditions (hereinafter referred to as "GTC") shall apply to all contracts for catering and hospitality services that are provided by the respective contractual partner and "Sperger Gaststättenbetrieb OHG (hereinafter referred to as "Hofbräuhaus") on our premises and which are agreed in whole or in part in terms of content and/or scope between the Hofbräuhaus and our customers in advance of the respective event. Terms and conditions of the Client or third parties shall not apply, even if we do not separately object to their validity in individual cases.

In the Hofbräuhaus, advance bookings of group events and banquets in particular are possible. The following special conditions apply to these, unless otherwise stated in addition to the GTC regulated from Section 2.

#### - Group events

These are events at which a standardised menu is ordered for a complete group of 10 or more people according to forms sent out by the Hofbräuhaus and which is usually served à la carte in the public restaurant area. The length of stay per group is 90 minutes. After that, the Hofbräuhaus shall be entitled to reallocate the tables.

Notwithstanding Section 5, the menu selection can be submitted with or before the (advance) order up to seven working days before the reservation date. Notwithstanding Section 5, the binding number of persons must be announced to the Hofbräuhaus within 72 hours prior to the reservation.

#### - Banqueting events

All events are held in a separate/special area for groups of 10 people or more, with individual menu, arrangement and length of stay options.

#### 2. Offer and conclusion of contract

(1) All proposals we send are non-binding and do not constitute an offer. This shall also apply if we have provided our customer with leaflets, brochures or other advertising media or product descriptions or documents – including in electronic form.

(2) Only the order placed by the customer shall be deemed a binding contractual offer. By placing this order, the customer expressly recognises our GTC. For orders placed less than eight working days (or 14 working days for orders of 100 persons or more) before the event, the Hofbräuhaus expressly reserves the right to treat orders as a-la-carte reservations only.

(3) A legally binding contract only enters into force via a contract signed by both parties or by our reservation confirmation or booking confirmation.

(4) Our reservation confirmation, including the service descriptions referred to therein (e.g. menu suggestions), shall be decisive for the content and scope of the contractually owed services.

(5) Sperger Gaststättenbetrieb OHG retains the ownership and copyright to all offers and cost estimates submitted by us, as well as to the illustrations, calculations, brochures, catalogues and other documents provided to our customers. Without our express consent, our customers may not make these items accessible to third parties, disclose them, use them themselves or have them used or reproduced by third parties, either in material form or content.

#### 3. Prices

(1) The agreed fee applies to the scope of services listed in the reservation confirmation. Additional or special services, such as music bands, special prints of menu cards or floral decorations will be charged separately, unless otherwise stated in the reservation confirmation.

(2) All prices include VAT and service applicable at the time of conclusion of the contract.

(3) For "group events" of groups of 25 or more paying guests, a free meal (same menu according to group order) shall be granted. For a group of 50 paying guests, two free meals (same menu according to group order) shall be granted.

(4) If there are more than six months between the conclusion of the contract and the booked event, Hofbräuhaus reserves the right to recalculate the event fee, taking into account current product/raw material prices on the day of the event and, in the event of an increase, to invoice on the basis of the recalculation. The recalculated price may not exceed 115% of the original price offered.

#### 4. Terms of payment/advance payment

(1) Invoice amounts are always due within seven days of invoicing without any deductions, unless otherwise stated on the reservation confirmation. The date of receipt by us is decisive for the date of payment. If the customer fails to pay by the due date, interest of 5% p.a. shall be charged on the outstanding amounts from the due date. The assertion of higher interest and further damages in the event of default shall remain unaffected.

(2) Offsetting against the customer's counterclaims or the withholding of payments due to such claims is only permissible if the counter-claims are undisputed or have been legally established.

(3) If payment of the invoice is agreed to be at the location on the day of the event, the invoice must be paid in cash or by credit card (Visa, Mastercard, Amex). In the case of payment by credit card, we are entitled to secure the invoice amount in advance by means of an approval number or authorisation number from the credit card company up to the day of the reservation.

(4) For events involving more than 10 people, we reserve the right to demand an advance payment of up to 100% of the expected invoice amount. Section 4 (1) applies to the due date of the invoice amount.

If the advance payment is not made within the payment period specified in the invoice, we expressly reserve the right to withdraw from the contract.

(5) If payment via a travel agency voucher has been agreed, a copy of the voucher must be sent before the group arrives. The original voucher must be handed over to the waiting staff. The scope of services is limited to the services for which the voucher was issued. Handwritten additions expressly do not change the scope of services. Groups that consume food and drinks without presenting the original voucher must pay the waiting staff immediately after being served, at the location, unless the travel agency or the company has assumed the costs in writing.

#### 5. Customer requests for changes after conclusion of the contract

(1) Any change to the content of the service after conclusion of the contract shall always require a contractual agreement in textual or written form. There is no entitlement to amend the contract by confirming the change requests.

(2) Requests for menu changes must be made in good time, at least eight working days (or at least 14 working days for groups of 100 persons or more) before the date of the event. Menu change requests that are communicated less than eight working days (or for groups of 100 people or more less than 14 working days) before the date of the event can generally no longer be accommodated by us.

(3) Requests for changes in the number of persons must be communicated immediately. We always endeavour to make last-minute bookings possible. If the number of guests on the day of the visit is higher than agreed without confirmation of change, it cannot be guaranteed that the increased number or the agreed scope of services can be provided to everyone. For a smaller number of persons, the conditions regulated under Section 7 apply, in particular the cancellation fees regulated there.



## HOFBRÄUHAUS

### 6. Lateness

In the event of any late arrivals, the Hofbräuhaus must be informed immediately. If we do not receive a notification of lateness from the customer within 15 minutes after the agreed start of the event, the event shall be deemed to have been cancelled by the customer. In this case, the Hofbräuhaus shall be entitled to reallocate the seats. In addition, cancellation costs, described in more detail under Section 7, shall be applied.

### 7. Cancellations

(1) If the contract is cancelled by the contractual partner within 12 weeks before the agreed date, no cancellation fee is payable.

a) For group events

- for cancellations less than six days before the start of the reservation, a flat-rate compensation fee of 50% of the gross menu price or the cost of the food ordered will be charged
- for cancellations less than 72 hours before the start of the reservation, a compensation fee of 100% of the gross menu price or the cost of the food ordered will be charged.

b) For banqueting events:

- for events with up to 150 people, if we receive cancellation up to 14 working days before the agreed date: 30% of the event fee will be charged.
- for events with up to 150 people, if we receive cancellation less than 14 days before the agreed date: 50 % of the event fee will be charged.
- for events with 150 persons or more, if we receive cancellation up to four weeks before the agreed date 30% of the event fee will be charged.
- for events with 150 persons or more, if we receive cancellation less than four weeks before the agreed date 50% of the event fee will be charged.

c) For events in the historic ballroom

- For events in the ballroom, cancellation up to 12 weeks before the event: 20% of the agreed room rental plus 20% of the agreed minimum price
- for events in the ballroom, if cancellation is made less than 12 weeks before: 50% of the total event fee

(2) The customer reserves the right to provide evidence of minor damage; we reserve the right to provide evidence of greater damage. The cancellation must be made to us at least in textual form. In each case our receipt of the cancellation notice shall be decisive for the calculation of the deadline.

(3) The right to terminate the contract for good cause remains unaffected. Section 649 of the German Civil Code (BGB) is excluded.

### 8. Right of cancellation / force majeure

If there is reasonable cause to suspect that the event threatens to jeopardise the smooth running of the business, the safety or reputation of our hotel or our guests, as well as in cases of force majeure (= unforeseeable and unavoidable events), we may withdraw from the contract. In such cases of cancellation, the customer will be informed immediately of the cancellation and any remuneration already paid will be refunded promptly.

### 9. Liability

(1) Unless otherwise stated in these GTC, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations, in accordance with the relevant statutory provisions.

(2) We shall be liable for damages – irrespective of the legal grounds – in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable.

a) for damages resulting from injury to life, body or health,

b) for damages arising from the breach of an essential contractual obligation (obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.

(3) The limitations of liability resulting from (2) shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods or in the case of claims by the customer under the Product Liability Act.

(4) The above exclusions and limitations of liability shall apply to the same extent in favour of our executive bodies, legal representatives, employees and other vicarious agents.

(5) Should disruptions or defects in our services occur, we shall endeavour to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obliged to make reasonable efforts to remedy the disruption and minimise any possible damage.

### 10. Data protection

We collect customer data within the scope of processing contracts. Please refer to our Privacy Policy, which you can find on our website.

### 11. Place of jurisdiction / choice of law

(1) If the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Munich. However, we are also entitled to bring an action at the customer's general place of jurisdiction.

(2) The place of jurisdiction stipulated in Section 11 (1) shall also apply if the customer does not have a place of residence in the Federal Republic of Germany or, after conclusion of the contract, has moved their place of residence abroad, or if their place of residence is unknown at the time the action is filed.

(3) The relationship between us and our customer shall be governed exclusively by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.