

## **General Terms and Conditions of**

*Die Hoflieferanten Eventagentur GmbH, Brunnerstr. 2  
80804 Munich*

**Projects: - Bar Ludwig - Wiesnclub & Events -**

### **Sec. 1 Applicability of General Terms and Conditions**

The Bar Ludwig is operated by Hoflieferanten Eventagentur GmbH (a German limited liability company) (organiser). These general terms and conditions apply to all events and bookings. They are effective as of the date of their publication. Hoflieferanten Eventagentur GmbH retains the right to make changes. The respective general terms and conditions published on the website apply. Changes in the terms and conditions don't have to be indicated.

### **Sec. 2 Specification of Services**

Hoflieferanten Eventagentur GmbH operates the entire gastronomy of Bar Ludwig II and the Wiesnclub at Alte Kongresshalle. The service includes hospitality as well as the organisation of events and other festivities such as weddings, birthdays, baptisms and business events.

### **Sec. 3 Conclusion of Contract**

1. The organizer's offers are non-binding. The contract shall become binding upon the written order confirmation and a deposit.
2. If the customer acts on behalf of a third party the customer has to inform the organiser in writing by stating the name/company name, address and an authorised representative.
3. In so far as the conclusion of the contract creates a lease agreement subletting shall be prohibited without the organiser's written consent.
4. The organiser's employees are not entitled to verbal contractual agreements, amendments to these terms and conditions or any other verbal agreements. Additional or differing agreements are subject to the organiser's written approval.
5. If the period between the conclusion of the contract and the event exceeds four months, the organizer reserves the right to make price changes due to an increase in purchase prices or value-added tax. Any price change is limited to the actual increase of the mentioned factors.
6. Customer and event participants are not allowed to bring any food and beverages to the event unless otherwise agreed with the organiser.

### **Sec. 4 Prices and Payment**

1. The organizer is entitled to demand a reasonable advance payment at any time. In the case of an advance payment agreement, the receipt of this complete amount by the organizer is a

prerequisite for the effectiveness of the contract. Unless an advance payment and associated payment dates are separately agreed upon in writing in the contract, the following agreement applies:

- a) The agreed payment plus any additional costs incurred are due 14 days after receipt of the final invoice after the event has taken place.
  - b) In the case of a separately agreed advance payment agreement, the remainder of the agreed payment plus any additional costs incurred are due 14 days after receipt of the final invoice after the event has taken place.
2. The number of participants stated in the order is binding and will be taken as the basis for the price calculation unless the number of participants is higher. If the number of participants increases the customer is obliged to inform the organiser at least 7 business days prior to the event date in order to enable the required arrangements. Due to the increased number of participants the price must be adapted.
  3. For events at Bar Ludwig with more than 50 people the customer is obliged to book, at his own expenses, a sufficient security service which will be provided by the organiser in order to ensure safety and order.
  4. A reservation fee will be charged per person.

#### **Sec. 5 Cancellation of an Event / Booking / the Contract**

1. Cancellations must be made in writing (letter, fax or email).
2. In the event that the contract is cancelled the organiser shall have the right to claim an appropriate remuneration depending on the time of cancellation. The amount of remuneration is determined as follows unless the customer proves that no or only a lower damage has been incurred:
  - c) If the contract is cancelled 6 months and more days prior to the agreed event date an amount of 50 percent of the agreed remuneration will be due.
  - d) If the contract is cancelled between 6 months and 2 months prior to the agreed event date an amount of 80 percent of the agreed remuneration will be due.
  - e) If the contract is cancelled between 2 months and 14 days prior to the agreed event date an amount of 90 percent of the agreed remuneration will be due.
  - f) if the contract is cancelled 14 or less days prior to the agreed event date an amount of 100 percent of the agreed remuneration will be due.
3. Special agreements must be made in writing. The organiser's right to claim further damages in accordance with the legal requirements shall remain unaffected.
4. Reserved seats, both in the Wiesnzelt (tent) and the Wiesnclub, have to be taken completely at the confirmed reservation date. Notwithstanding the minimum consumption, the customer is no longer entitled to claim the seats in the event of a delay. Seats that aren't occupied must be released after 15 minutes at the latest in the Wiesnzelt and after 45 minutes at the latest in the Wiesnclub. The right to claim the reserved seats shall lapse in the event that the table is left completely, even if the reservation time has not expired yet.
5. The booked Oktoberfest Packages, Wiesnclub Tables and Oktoberfest Tables in the tent are excluded from the usual cancellation conditions. Starting 4 months before the respectively booked date, 100% of the cancellation fees are due.

## **Sec. 6 Decoration Material, Music, Communication Technology**

1. Decoration material, other items, music and communication technology may only be installed in consultation with the organiser. The customer guarantees that all decoration and work materials comply with fire protection safety regulations. In case of doubt, the organiser may request sufficient proof of the compliance.
2. Exhibition and other items shall be removed immediately after the event. If the customer fails to fulfil this obligation the organiser may remove and store the items at the customer's expense. For items left in the event location the restaurant may charge a rent for the period until their removal or carry out the necessary disposal thereof at the customer's expense. The preceding provisions shall equally apply to items rented from an external companies and brought into the event locations.
3. Music is permitted indoors. The volume has to comply with the specifications of the state capital Munich. Additional assembling and disassembling of light and sound technology shall be coordinated no later than 2 days prior to the event. All technology, lighting, sound and stage elements shall be disassembled and removed immediately after the event. The organiser is not liable for damages or theft. The launch of fireworks and any open fire is strictly prohibited.
4. It is not permitted to ignite any fireworks, use confetti guns or similar materials within the event areas or perform any unexpected activities that haven't been explicitly agreed with the operator in writing. If confetti guns or similar items are used a waste disposal flat rate of at least 500.00 € will be charged. Any civil rights resulting thereof shall be reserved.

## **Sec. 7 Liability**

1. The customer is liable for any losses or damages arising due to his employees, other assistants, vicarious agents and event participant to same extent as for losses and damages caused by himself. The customer is responsible for the take out of respective insurances for this purpose. The organiser may request proof for such insurances.
2. The organiser is not liable for items left in the cloakroom or any other items belonging to the customer.
3. Except for culpable injuries to life, body or health, the organiser is only liable for intentional or grossly negligent violations of obligations, in particular in case of lost garments and valuables, unless otherwise agreed.
4. The limitation of liability shall also apply to the organiser's liability for his employees, vicarious agents and legal representatives.
5. The organiser is not liable for defaults due to simple culpability, violence of pre-contractual or subsidiary obligations caused by simple negligence, unless essential obligations are violated which are required to achieve the contractual purpose or which arise from a high degree of trust. In this case, the organiser's liability is limited to the compensation of foreseeable damages.
6. The customer's items shall solely be stored in the assigned areas on the customer's own risk.

## **Sec. 8 Sales Guarantee / Minimum Consumption**

1. The organiser reserves the right to charge a guarantee fee for sales of food and/or beverages per guest and reservation. The guest will be notified about the amount of this guarantee fee and organisation (e.g. vouchers or invoice) in writing or verbally.
2. Purchased tickets for minimum consumption are only valid on the date of the respective reservation. Remaining amounts or unclaimed tickets of minimum consumption will not be reimbursed. Sec. 5 shall remain unaffected.

### **Sec. 9 Cancellation by the Organiser**

1. The organiser is entitled to cancel the contract for good cause until the beginning of the event. Such cause shall be, for example:
  - a) the conduct of the event is economically unreasonable for the organiser
  - b) force majeureIf one of these cases is given the organiser will inform the customer immediately. In the event of cancellation for good cause, the organiser will refund the paid deposit immediately.
2. Further claims against the organiser are excluded, particularly damage claims (accommodation and travel costs).

### **Sec. 10 Security and Domestic Authority**

1. The security staff's instructions must be followed strictly. The organiser has the domestic authority in the entire event area. Any disturbances of the event must be avoided and consideration for other attendees must be shown.
2. The organiser reserves the right to banish persons that disturb the course of the event from the event area. In that case there is no right to reimburse any deposit payments.
3. It is prohibited to bring any weapons or other dangerous items to the event area. Guest with weapons or other dangerous items will be denied access. Any persons ordered to stay away from the event areas shall remain banned for the entire duration of the event. The organiser may deny the entry to the event or further attendance of the event to anyone under the influence of drugs. Considering animal protection, animals are not admitted to the event.

### **Sec. 11 Place of Fulfilment – Governing Law – Jurisdiction**

The place of fulfilment and the place of payment shall be, to the extent permitted by law, at the organiser's registered office (Munich, Germany). German law shall apply if you do not have a place of general jurisdiction in Germany or another member state of the European Union or if you are merchant or if you have transferred your domicile or permanent dwelling abroad after the effective date of these general terms and conditions or if your domicile or permanent dwelling is unknown at the time when the suit is filed all disputes arising from this contract shall be subject to the exclusive jurisdiction of the German courts at the organiser's registered office.

### **Sec. 12 Subsidiary Agreements**

1. The organiser's employees are not entitled to verbal contractual agreements, amendments to these terms and conditions or any other verbal agreements.
2. Additional or differing agreements are subject to the organiser's or his authorised representative's written approval

### **Sec. 13 Data Protection and Processing**

The organiser processes personal data in compliance with the privacy policy.

Data will be collected, processed and used in automated processes to the extent required for the conclusion, structure or amendment of the contractual relationship. The organiser is entitled to transfer these data to third parties assigned to execute the order as far as they are necessary to complete the assignment.

**Sec. 14 Severability Clause**

If provisions of these general terms and conditions are or will become void the remaining provisions shall remain unaffected. Instead of a void provision a substitute clause shall apply that complies with the purpose of the agreement or at least comes close to a provision that the parties would have agreed upon if they had been aware of the invalidity of the original provision. The same shall apply to gaps.

Due to rising food prices and possible VAT adjustments in 2024, we would like to point out that your offer may be subject to price adjustments.

***Die Hoflieferanten Eventagentur GmbH, January 2024***