



Airbräu Flughafen München
Terminalstraße Mitte 18 · D-85356 München-Flughafen

Telefon +49 (89) 975 931 11
Telefax +49 (89) 975 931 18

reservierung@airbraeu.de
www.airbraeu.de

General Terms and Conditions

I. Scope [of these Terms and Conditions]

1. These General Terms and Conditions (GTC) apply to the services provided by the restaurants of Allresto Flughafen München GmbH, also referred to as „Allresto“.
2. Our General Terms and Conditions apply exclusively to the contract; no other terms and conditions will become part of the contract, even if we do not expressly contradict them.

II. Ordering services

1. The contract comes into effect through written confirmation of the offer by the organiser to Allresto; these are the parties to the contract.
2. The same applies to seat reservations, for our buffet events and for table reservations for 15 or more persons. Please inform our respective contact person for reservations.
3. Immediately after you have received an offer or confirmation for a catering event please check whether all details have been entered correctly and inform us of any inconsistencies.
4. For larger hospitality events, we may request a reasonable deposit or credit card data for authorisation in advance.
5. Stated event times are deemed to be agreed. Where times are not specified we may end our catering service after a reasonable time, in the case of evening events at midnight. Table reservations will be kept for a maximum of 30 minutes in the event of demand from elsewhere.
6. For customers who are recognizably entrepreneurs prices are net plus VAT. For private customers the prices are including that.
7. Food and beverages may only be brought to the event if agreed with us in advance and confirmed by us.

III. Non-acceptance of ordered services

1. cancellations

If the customer wants to declares that they wish to withdraw from the contract [hereinafter referred to as „cancellation“] for reasons for which we are not responsible, we shall be entitled to charge a flat-rate compensation fee amounting to 50% of the total event in case of:

- a.) Events with up to 50 persons: cancellation less than 5 days
- b.) Events with 51 to 99 persons: cancellation less than 8 days
- c.) Events with 100 or more persons: cancellation is received by us less than 14 days before the respective event.

2. The customer shall have the right to provide evidence of minor damage, and we shall have the right to provide evidence of greater damage at any time. Cancellation must be made to us at least in text form. The date of receipt of the cancellation declaration by us is decisive for the calculation of the respective deadline.
3. The right of cancellation for good cause remains unaffected. §Section 649 of the German Civil Code (BGB) is excluded.
4. If we offer services which we obtain from a third party [e.g. DJ entertainment, music performance], we shall charge the full agreed remuneration in this respect in the event of non-acceptance.
5. If less participants show up in a catering event than ordered, we request a corresponding partial cancellation. In the event of non-compliance with the above cancellation deadlines, we reserve the right to charge the corresponding partial remuneration.
6. In the case of catering outside our restaurant premises, we assume that water and electricity are provided by the customer.

IV. Services, prices, payment

1. Allresto is obliged to provide the services ordered by the event organiser and promised by Allresto.
2. The event organiser is obliged to provide the services ordered by the event organiser. The organiser is obliged to pay Allresto the prices agreed for these services. This also applies to Allresto's services and expenses to third parties in connection with the event.
3. As the agreed prices are gross prices, they include the respective statutory VAT. If the offer is based on net prices, the statutory VAT must still be added. If the period between the conclusion of the contract and the event exceeds 4 months and the price generally charged by Allresto for such services increases, the contractually agreed price can be increased appropriately, but only by a maximum of 10%.

V. Termination of the contract by Allresto

1. If an advance payment is not made even after the expiry of a reasonable grace period set by Allresto with a warning of refusal, Allresto is entitled to terminate the contract before handing over the rented rooms and after handing over the rented rooms.
2. Allresto is also entitled to withdraw from the contract before handing over the rooms or to terminate the further performance of the contract after handing over the use of the rooms:
 - a.) Force majeure or other circumstances, which Allresto is not responsible for make the fulfillment of the contract impossible
 - b.) The organiser has used the services of Allresto under a false name or for an incorrect purpose of the planned event.
 - c.) Allresto has reason to believe that the event may jeopardise the smooth running of the business, the safety or the public reputation of Allresto, without this being attributable to Allresto's sphere of control or organisation;
 - d.) The organiser has not obtained the prior consent of Allresto required in accordance with II.
3. The withdrawal or termination is exercised by declaration to the organiser.
4. If the contract is terminated by Allresto for reasons of the organisers responsibility, the organiser is obliged to pay the contractually agreed rent/expected turnover, in case that Allresto is unable to rent the requested space to another party.
5. The organiser has the right to prove that the requested space has been rented to another party. The organiser is at liberty to prove that Allresto has saved higher expenses. Allresto reserves the right to prove higher damages.
6. The organiser is only entitled to claim compensation for damages from Allresto due to premature termination of the contract in the event of intentional and grossly negligent conduct on the part of Allresto, unless there has been a breach of material contractual cardinal obligations.

VI. Cancellation by the organiser

If the event organiser withdraws from the contract, Allresto is entitled to charge the agreed rent or flat rate or the expected turnover according to the scale below, as long as a further rental / resale is no longer possible, unless Allresto is responsible for the withdrawal.

In the case of the client's absence on the day of the event, 100% of the room rental or flat rate plus 100% of the food ordered will be charged.

The organiser has the right to prove that Allresto has saved higher expenses.

Allresto reserves the right to prove higher damages.

Cancellation of a valid contract by the organiser must be made in written form and will be reconfirmed by Allresto.

If the client requests an event concept for a quotation, a concept fee will be charged. This fee is waived, when the event is booked. If the event is cancelled, the fee will be charged according to the time and effort involved.

VII. Changes in the number of participants and the event time

1. A change in the number of participants by more than 5% must be notified to Allresto at least three working days before the start of the event.
2. A reduction in the number of participants by a maximum of 5% will be recognised by Allresto when invoicing. In the event of deviations exceeding this, the originally reported number of participants less 5% will be used as the basis. However, in the case of orders for banquets or predetermined menus in the restaurant, the number of persons agreed upon when the contract was concluded will be used as the basis for invoicing.
3. If the number of participants deviates upwards, the actual number of participants will be used as the basis for the settlement.
4. If the number of participants deviates by more than 10%, Allresto is entitled to reset the agreed prices and to make other rooms available, unless this is unreasonable for the organiser.
5. If the agreed start or end times are postponed without Allresto's consent, it may charge additional costs for the readiness to perform, unless Allresto is at fault.

VIII. Bringing food and drinks

As a matter of principle, the organiser may not bring food and drinks to events. Exceptions require a written agreement with Allresto. In such cases, a contribution to cover overhead costs will be charged.

IX. Technical equipment and connections

1. Insofar as Allresto procures technical and other equipment from third parties for the organiser at the latter's instigation, it acts in the name of, on the authority of and for the account of the organiser. The organiser is liable for the careful handling and proper return of the equipment. The organiser shall indemnify Allresto against all claims by third parties arising from the provision of this equipment.
2. The use of the organiser's own large-scale electrical equipment using Allresto's electricity network requires the organiser's written consent. Any disruptions or damage to Allresto's technical equipment caused by the use of this equipment shall be borne by the organiser, insofar as Allresto is not responsible for such disruptions or damage.
3. With Allresto's consent, the organiser is entitled to use its own telephone, fax and data transmission equipment. Allresto may charge a connection fee for this.
4. Faults in technical or other equipment provided by Allresto will be rectified immediately if possible. The organiser has no right to reduce the rent in this respect.

X. Loss of or damage to items brought along

1. Exhibition items or other personal items brought along are located in the event rooms at the organiser's risk. Allresto accepts no liability for loss, destruction or damage, except in cases of gross negligence or intent, unless there is a breach of essential contractual obligations [cardinal obligations].

2. Decorative materials brought to the event must comply with the requirements of the fire police. Allresto is entitled to demand official proof of this. Due to the possibility of damage, the installation and attachment of objects must be agreed in advance with Allresto.

3. The exhibition or other items brought along must be removed immediately after the end of the rental period. If the organiser fails to do so, Allresto may remove and store the items at the organiser's expense. If the items remain in the event room, Allresto may charge room rent for the duration of their stay. Allresto reserves the right to prove higher damages.

XI. Liability of the organiser for damage

1. The organiser is liable for all damage to the building or inventory caused by event participants, visitors, employees or other third parties from his area or himself.

2. Allresto may require the organiser to provide appropriate security [e.g. insurance, deposits, guarantees].

XII. final provisions

1. Amendments or additions to the contract, the acceptance of the application or these terms and conditions for events will be made in written form. Unilateral amendments or supplements by the organiser are invalid.

2. If the organiser is a merchant, the place of performance and payment is the registered office of Allresto.

3. The exclusive place of jurisdiction - including for disputes over cheques and bills of exchange - is Munich, insofar as the organiser is a legal entity under public law or a merchant. If the organiser has no general place of jurisdiction in Germany, the place of jurisdiction is also Munich.

4. German law will apply.

5. Should individual provisions of these General Terms and Conditions be invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.