



## General Terms and Conditions

### 1. Contract

A contract is established once you have written confirmation of a reservation for 15 persons or more from Schneider Bräuhaus. The contract is with Schneider Bräuhaus München GmbH & Co. KG, the operator of Schneider Bräuhaus. The reservation of tables or rooms establishes a rental relationship. Any sub-letting or re-letting of these tables or rooms requires the prior written consent of Schneider Bräuhaus.

Table reservations for fewer than 15 people are guaranteed for no more than 20 minutes beyond the agreed reservation time.

### 2. SERVICES; PRICES

All prices for goods and services offered at Schneider-Bräuhaus are inclusive; this means that they include the statutory value-added tax and service charge. If the VAT rate changes after the reservation has been confirmed, the prices will change accordingly.

The client and the operator agree on minimum sales of €12 per seat for reservations of 15 seats or more before 5 pm and €20 per seat for reservations starting after 5 pm. If exclusive use of individual rooms has been booked, this minimum sales amount applies to every seat available in that room, regardless of the actual number of persons present. Minimum sales amounts may differ during the festive season (the weeks before and after Christmas) and certain trade fairs.

#### Additional agreements for menu bookings

We require written notice of the exact number of participants no later than 2 days before the event. Afterwards, we will calculate 80% of the booked order. In this case, the food price will also be based on the guaranteed sales figure, even if fewer people show up. If the specified number of participants is exceeded, the actual number of participants will determine the amount charged for food and drinks.

Services that have been paid for but not utilised do not entitle guests to a refund. If there are more than four months between the confirmation of your reservation and the scheduled event, Schneider Bräuhaus reserves the right to change the prices without prior notice.

### 3. CANCELLATION POLICY

- Table reservations for fewer than 15 people can be cancelled at any time free of charge.
- Table reservations for groups of 15 to 40 people can be cancelled up to one week in advance, free of charge
- For groups of 41 or more, bookings may be cancelled up to four weeks in advance, free of charge; otherwise,

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- 50% of the agreed services/guaranteed sales will be charged for cancellations up to two weeks in advance;
- 75% of the agreed services/guaranteed sales will be charged up to one week in advance.

Cancellations made less than one week before the scheduled date will be charged 80% of the agreed services/guaranteed sales.

#### 4. PAYMENT TERMS

Our invoices are due at once and payable net without deductions. We are entitled to charge 8 points above the respective ECB rate for any late payments. The client is liable for payment for any additional food and drinks ordered by event participants. We may require advance payment of 30-50% of the expected turnover for room reservations.

#### 5. LIABILITY

The party booking the reservation with Schneider Bräuhaus, whether as guest or host of the event, is fully liable to Schneider-Bräuhaus for any damages they, their guests, or any third parties they have hired cause. It is the event organiser's responsibility to take out the appropriate insurance. Schneider-Bräuhaus may demand proof of such insurance. Any deviating use of the rooms provided to the guest shall entitle Schneider-Bräuhaus to terminate the contract without notice, without diminishing its claim to the agreed remuneration.

Insofar as Schneider-Bräuhaus procures third-party services, technical, or other equipment from third parties, it is acting on behalf of and for the account of the organiser. The organiser is liable for the careful treatment and proper return of this equipment and hereby agrees to indemnify and hold Schneider-Bräuhaus harmless from all third-party claims arising from the same.

The delivery, installation, dismantling, and removal of exhibits and other objects are at the client's sole risk. Details are to be agreed with Schneider-Bräuhaus at least one week before the start of the event. Upon request, auxiliary staff for transport and installation will be provided if possible for a special fee. Schneider-Bräuhaus is not liable for any damage or loss of objects.

Schneider-Bräuhaus is only liable for lost or damaged exhibits if it is the result of its intentional acts or gross negligence or that of its legal representatives or vicarious agents.

The client accepts full liability for damage and/or loss of equipment and/or inventory belonging to Schneider-Bräuhaus occurring in connection with the event, regardless of fault.

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## 6. SPECIAL NOTES

No outside food or beverages may be brought in without the prior permission of management. In these cases, a service/corkage fee of at least €15.00 incl. VAT will be levied.

Decoration material must comply with fire safety requirements and it as well as any other objects may only be installed with the consent of Schneider-Bräuhaus. Applying decorative material to the walls using adhesives, tape, furniture staples, nails and screws is prohibited. Any damages will be charged to the organiser. At the end of the event, all items are to be removed from the restaurant. They will be stored only if Schneider-Bräuhaus has agreed and a separate fee has been paid; the location of such storage will be determined by Schneider-Bräuhaus. If stored in a conference or exhibition room, the storage fee will be at least equal to the agreed room rent.

Should faults or defects occur in the technical or other equipment provided by Schneider-Bräuhaus, we will remedy the situation as far as possible. The client is responsible for proving any damage suffered as a result of such disruptions or defects. Schneider-Bräuhaus is only liable for such damage if they have been caused by its intentional or grossly negligent behaviour or that of its legal representatives or vicarious agents.

The use of the name and/or brand "Schneider-Bräuhaus" for any purpose requires our written consent. All sound and image rights for photographs in the Schneider-Bräuhaus are transferred without special agreement to Schneider Bräuhaus München GmbH & Co. KG. In particular, newspaper advertisements containing invitations to job interviews or sales events require the prior written consent of Schneider-Bräuhaus. If a publication takes place without our agreement and our substantial interests are thereby impaired, we have the right to cancel the event; in which case, §4 applies (payment of rent and a fee). In addition, we have the right to levy licensing and usage fees. If Schneider-Bräuhaus has reasonable grounds to believe that the event threatens to jeopardise the smooth operation of its business, the security or the reputation of the business or its guests, or in case of force majeure or unrest, the event may be cancelled. The cost of security measures that have become necessary as a result of an event may be charged to the organiser of the event. Schneider-Bräuhaus does not need to justify the need for such security measures. Reasonable grounds for the security measures suffice.

## 7. GENERAL

All changes must be made in writing. For all obligations under this contract, the client and organiser are jointly and severally liable. Should be individual provisions of this contract (including these terms and conditions) be ineffective, this does not affect the validity of the remaining provisions. The parties shall replace ineffective provisions with ones which they would have agreed if they had known the original ones were invalid.

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**Schneider Bräuhaus**

MÜNCHEN IM TAL

This contract is subject to the law of the Federal Republic of Germany. Place of performance and exclusive place of jurisdiction for all disputes arising from the business relationship is Munich.

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