



## GENERAL TERMS AND CONDITIONS of the C. Wieser Gastronomiebetriebs GmbH in the following called Ratskeller München

valid for organizers, travel organizations and business organisations



### 1.

- 1.1. On order **RATSKELLER MÜNCHEN** provides rooms or single tables, the customer is entitled to order there either a pre-booked set menu or "a la carte" in accordance with the menu of the restaurant.
- 1.2. **RATSKELLER MÜNCHEN** may conduct minor changes in the choice of the meals or in the order of the menu.



### 2.

- 2.1. With the order and the booking the customer poses an offer.
- 2.2. The contract is concluded with the acceptance by **RATSKELLER MÜNCHEN**.
- 2.3. In the case the customer is a commercial agent or organizer, he/she is jointly liable together with the customer for the debts arising out of the contract.
- 2.4. **RATSKELLER MÜNCHEN** is liable with the diligence of a prudent businessman. Tort claims of the customer or the organizer are excluded. This does not apply if the damages are caused by deliberately or grossly negligently hurting the life, the body or the health.
- 2.5. If **RATSKELLER MÜNCHEN** has fallen short in its service, the customer has to announce this without delay and has to assist with the remedy. Further, he/she has to point to the development of exceptional damages.
- 2.6. All claims against **RATSKELLER MÜNCHEN** lapse after one year has passed since the service. Tort claims lapse within three years.

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**Geschäftsführer:**  
Peter Wieser (Gastwirt, München)  
Toni Winklhofer (Gastwirt, München)

**Registergericht:** Amtsgericht München  
**Registernummer:** HRB 681158

**Zuständige Aufsichtsbehörde:** Gewerbeamt  
Stadt München, Kreisverwaltungsreferat,  
Ruppertstraße 19, 80466 München

**Umsatzsteuer-Identifikationsnummer gem.  
§ 27a Umsatzsteuergesetz:** DE 129314336

**Inhaltlich Verantwortlicher gem. § 55 Abs.  
2 RStV:** Peter Wieser & Toni Winklhofer (Anschrift  
wie oben)

- 3.1. **RATSKELLER MÜNCHEN** has to fulfill the services the customer has ordered and **RATSKELLER MÜNCHEN** has agreed with.
- 3.2. The customer has to accept the agreed services and to pay the current prices.
- 3.3. **RATSKELLER MÜNCHEN** may request an appropriate advance payment.
- 3.4. The customer has to pay the advance payment. The **RATSKELLER MÜNCHEN** may terminate the contract if the customer is in default with the advance payment.
- 3.5. The customer can offset against claims from the **RATSKELLER MÜNCHEN** only claims acknowledged in written form or legally determined.



### 4.

- 4.1. A free withdrawal from the contract with **RATSKELLER MÜNCHEN** by the customer requires the consent of the **RATSKELLER MÜNCHEN** in written form. Without the approval of **RATSKELLER MÜNCHEN**, in case of withdrawal, the customer has to pay the agreed advance payment and has to pay initiated services of third parties, even if the customer does not demand them anymore and the rooms or tables cannot be rented to somebody else. This does not apply if the **RATSKELLER MÜNCHEN** does not act in accordance with the contract so that for the customer adherence to the contract is not reasonable anymore or a statutory right to withdrawal exists.
- 4.2. If the withdrawal is explained not more than five days prior to the date of the event, **RATSKELLER MÜNCHEN** is entitled to claim 70% of the sales volume of ordered food.
- 4.3. The withdrawal because of force majeure (war, fire, electrical power outage etc.) is free.



### 5.

- 5.1. A change in the number of persons of at least 10% has to be announced not later than 48 hours prior to the event.



### 6.

- 6.1. The customers must not bring any food or beverages, unless agreed in writing.



### 7.

- 7.1. **RATSKELLER MÜNCHEN** does not assume liability for brought in objects, unless **RATSKELLER MÜNCHEN** or its staff has positive acted deliberately or grossly negligently.

## 8.

8.1. The customer is liable for all damages at the premises or the inventory caused by participants of

the event, visitors of the event or by the employees of the customer.



## 9.

9.1. The customer exempts **RATSKELLER MÜNCHEN** from all claims of third parties because of the provision of this equipment. If the customer brings his/her own technical equipment and this causes

disturbances in the network of the **RATSKELLER MÜNCHEN**, the customer is liable for the arising costs and the elimination of the damages.



## 10.

10.1. Changes or addenda of these terms and conditions or waiver of the written form have to be carried out in writing. Changes or addenda only by the customer are invalid, even by means of general

terms and conditions. Place of performance, place of payment and legal venue is Munich. In the case of a lawsuit, German law applies.



## 11.

11.1. If some of these terms and conditions are invalid, all or part, or unfeasible or because of changes in legislation become invalid or unfeasible, the other conditions and the validity in whole remain unaffected.

in spirit and purpose the most similar to the void condition.

11.2. Instead of the invalid or unfeasible condition a valid and feasible condition shall apply which is

11.3. If the general terms and conditions are incomplete, those conditions are said to be agreed, which correspond with the spirit and purpose of the contract and in the case of consideration would have been agreed.