

§ 1 Scope of Application of the General Cancellation Conditions

These General Terms and Conditions of our restaurant Ayinger am Platzl in Munich apply to all services and offers of the restaurant, regardless of whether guests make use of our services:

- within a reservation,
- as walk-in guests,
- within the framework of a group booking, or
- as part of an event.

For group bookings and events, additional or separately agreed conditions may apply.

Side agreements and amendments to the contract must be made in written form. The waiver must also be provided in written form.

§ 2 Binding Nature of Table Reservations

By making a table reservation, you submit a legally binding declaration to appear at the agreed time with the stated number of persons and to order food and beverages from our current menu. This creates a pre-contractual obligation.

Reservations can be made online via our website as well as by phone or e-mail.

For online reservations, we ensure that our GTC are accessible and storable for you before completing the reservation – a corresponding link is available on our website.

For reservations by telephone or e-mail, you will receive the GTC in due time with the reservation confirmation.

§ 3 Free Cancellation

1. Free cancellation is possible up to **24 hours before** the reserved time. Cancellations can be made directly via the link contained in your reservation confirmation (via SevenRooms).
2. If no timely cancellation is made and the table cannot be reallocated to other guests at short notice, we may claim a no-show fee in accordance with § 4.

§ 4 Cancellation Fees / No-Show Fee

1. In the event of untimely cancellation or failure to appear at the reserved time, we reserve the right to charge a no-show fee.
2. This also applies if the party arrives with less guest than reserved for and we were not informed thereof at least 24 hours before the reservation.
3. In the event of an unexcused no-show, we charge a **flat no-show fee of €15 per person**. Further information can be found in your personal reservation confirmation.

§ 5 Evidence of Lower Damages

You are free to prove that no damage or significantly lower damage has occurred than the stated flat fee.

§ 6 Late Arrival at the Restaurant

A grace period of 15 minutes delay is in place. After this time, we reserve the right to allocate the table to other guests.

Please inform us as early as possible via the link in your reservation confirmation or by calling the Ayinger am Platzl.

§ 7 Cancellation Terms for Non-Pre-Negotiated Group Bookings

For reservations of **4 persons or more**, a booking becomes binding only upon written confirmation by the Ayinger am Platzl.

The customer commits to informing the Ayinger am Platzl of the final number of participants **no later than 24 hours** before the reservation.

If no timely notification is provided, the Ayinger am Platzl may base the invoice on the most recently communicated number of participants.

If the number of participants is reduced by more than 50%, or in case of complete no-show, the Ayinger am Platzl reserves the right to charge a compensation fee of **€15 per person**.

For online reservations, food and beverage pre-orders may be possible. Such pre-orders are binding elements of the reservation.

If a no-show or a reduction in the number of participants results in pre-ordered items that cannot be sold or used otherwise, the Ayinger am Platzl may charge these items in addition to the no show fee.

The right to claim higher damages remains expressly reserved.

The Ayinger am Platzl may request a reasonable deposit or credit card guarantee. Special agreements (menus, packages, etc.) require written form.

§ 7.1 Cancellation Terms for Pre-Negotiated Group Bookings

For event bookings, the **General Terms and Conditions for Events** additionally apply.

General Terms and Conditions for Events

Scope of Application

These terms apply to contracts for the temporary rental of conference, banquet, and event rooms of

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80331 Munich,

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(“Hotel”) for events such as banquets, seminars, conferences, etc., and all related services.

Subletting or re-letting the rooms or inviting to job interviews, sales events, or similar activities requires prior written consent.

§ 540 para. 1 sentence 2 BGB does not apply to entrepreneurs (§14 BGB).

The customer's general terms apply only if expressly agreed.

Contract Conclusion, Parties, Liability

The contract takes effect upon acceptance (confirmation) by the hotel.

The customer must inform the hotel at the latest at the time of conclusion if the event's political, religious, or other character may endanger operations, security, or the hotel's public reputation.

The hotel's liability—except for essential contractual duties (cardinal obligations)—is limited to intent or gross negligence.

Liability for injury to life, body, or health remains unaffected.

The customer must inform the hotel of any risk of unusually high damages.

Services, Prices, Payment

The hotel must provide the agreed services.

The customer must pay the hotel's agreed prices, including services by third parties.

Prices include applicable VAT. If more than 4 months lie between contract conclusion and event, prices may be increased by up to 10%.

If a minimum turnover is agreed and not met, the hotel may claim 100% of the shortfall unless proven otherwise.

Invoices without due date are payable within 10 days. Electronic invoicing is accepted.

In case of late payment, the hotel may charge interest in accordance with § 288 BGB and further damages.

The hotel may request deposits or security payments at any time, especially in cases of payment default or contract scope changes.

For evening events, from 23:00 (11 PM) a fee of **€70 per staff hour** applies.

Room changes remain reserved if reasonable.

Off-set is possible only with undisputed or legally recognised claims.

Hotel's Right of Withdrawal

The hotel may withdraw if:

- deposits remain unpaid after a grace period,
- force majeure or uncontrollable circumstances occur,
- the event is booked on misleading grounds,
- the hotel fears damage to reputation, security, or its operations,
- the event purpose violates the law,
- obligations per II.1.2 are breached,
- deposits remain unpaid even after grace period.

Withdrawal must be communicated immediately.

A justified withdrawal does not create claims for damages.

Organizer's Withdrawal (Cancellation)

Free cancellation is possible only if agreed in the contract or if a statutory right exists.

If free cancellation is agreed until a certain date, withdrawal must be declared in text form. After expiry, the right lapses.

If no free cancellation right exists and the hotel does not agree to cancel, the hotel retains full claims including:

- venue rental,
- third-party services,
- minimum turnover compensation.

The hotel will deduct alternative rental income and saved expenses (10% flat rate unless proven otherwise).

If the customer cancels less than 60 days before the event, the hotel may additionally charge:

- **30% of lost F&B revenue** from day 60
- **70% of lost F&B revenue** from day 30

F&B revenue is calculated as:

Menu price + beverages (1/3 of the menu price) × number of participants.

For conference packages:

- 60% of the package price per participant (from day 60)
- 85% (from day 30)

If room rental is included in a package, the hotel may also charge the rental portion minus 10% saved expenses.

Changes to Number of Participants and Event Times

Changes of more than 5% must be communicated at least 5 working days in advance.

Reductions up to 5% will be honoured; otherwise, the originally agreed number minus 5% applies.

Increases will be charged based on actual attendance.

For deviations exceeding 10%, the hotel may adjust prices or change rooms.

If start/end times shift without written consent, additional costs may apply.

Outside Food and Drinks

Outside food and drinks is generally prohibited; exceptions require written agreement and incur a cost-covering fee

Technical Equipment and Connections

If the hotel procures equipment from third parties on behalf of the customer, the customer bears all costs and liability.

Use of own electrical devices requires written approval. Damages or disruptions caused by such devices are the customer's responsibility.

Use of own telecom or data devices may incur connection fees.

Loss or Damage of Items Brought In

Items brought into the hotel are at the customer's own risk.

Liability exists only in cases of intent or gross negligence, unless safekeeping is a cardinal obligation.

Decorations must meet fire regulations. Items must be removed immediately after the event; otherwise, removal and storage costs apply.

Organizer's Liability for Damages

The organizer is liable for all damages caused by participants, employees, or third parties within their area.

The hotel may request appropriate security (insurance, deposit, etc.).

Final Provisions

Amendments must be made in writing.

Place of performance and payment: hotel's registered office.

Exclusive place of jurisdiction: hotel's registered office.

German law applies.

We do not participate in consumer dispute resolution procedures.

Invalid provisions shall be replaced by those closest to their commercial purpose.

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§ 8 Credit Card Details

To secure our cancellation conditions, valid credit card details may be required for reservations of **three or more persons**.

§ 9 Enforcement of Cancellation Fees

In case of no-show or failure to cancel in accordance with § 4, we reserve the right to charge the applicable amount to the credit card, either as an advance payment or a subsequent charge.

§ 10 Reimbursement of Additional Expenses

Additional expenses (e.g., special decorations or requests explicitly ordered by the guest) will be charged separately.

Proof can be provided upon request.

§ 11 Payment Terms

Accepted Payment Methods

Unless otherwise agreed, payment is due **immediately** after the service is rendered.

Accepted methods:

Cash, girocard, Visa, Mastercard, American Express, Diners Club, Apple Pay.

Refusal of Certain Payment Methods

The Ayinger am Platzl may refuse certain payment methods for legitimate reasons (e.g., technical issues, suspected card misuse).

Late Payment

In case of late payment, statutory interest (§ 288 BGB) and costs of legal enforcement may be charged.

§ 12 Liability of the Ayinger am Platzl

General Limitation of Liability

The Ayinger am Platzl is liable only for intent or gross negligence.

For slight negligence, liability applies only in cases of injury to life, body, or health, or breach of essential contractual duties, and is then limited to foreseeable, typical damages.

Liability for Items Brought In / Cloakroom

No liability is assumed unless explicitly placed in safekeeping against receipt.

Guest valuables must not be left unattended.

Liability for Third Parties

Liability limitations extend to legal representatives, employees, and vicarious agents.

§ 13 House Rules

The Ayinger am Platzl exercises its house rights. Management and authorized staff may issue instructions to ensure order, safety, and respectful conduct.

Guests must behave so as not to endanger, disturb, or inconvenience others.

In case of violations, guests may be asked to leave without reimbursement.

Bringing animals is allowed only with explicit approval, except for assistance dogs as defined by law.

§ 14 Allergens and Intolerances

The Ayinger am Platzl provides allergen information according to LMIV upon request.

Guests must inform the Ayinger am Platzl of allergies/intolerances **before ordering**.

Otherwise, liability is excluded to the extent permitted by law.

Cross-contamination cannot be fully ruled out.

Special requests can be fulfilled only within operational limits.

§ 15 Outside Food and Beverages

Outside food and drinks is prohibited unless agreed in writing. A cost-covering fee may apply.

§ 16 Data Protection

Our privacy policy is available at:

<https://www.ayingger-am-platzl.de/legal/datenschutzerklaerung>

§ 17 Place of Performance and Payment

Place of performance and payment is the registered office of the hotel/restaurant.

§ 18 Invoice Corrections

I. General Principle

The restaurant issues invoices in accordance with the statutory requirements of Section 14 of the German Value Added Tax Act (UStG). There is no statutory obligation to amend or reissue an invoice at a later date. Any subsequent correction is made voluntarily and at the restaurant's discretion.

II. Period for Free Corrections

Invoice corrections (e.g., adjustments of name, address or other formal information) will be made free of charge for a period of two calendar quarters following the date of the visit.

III. Processing Fee After Expiry of the Free Period

After the period specified in paragraph II has expired, the restaurant is entitled to charge a processing fee of €15.00 per invoice for any requested correction.

IV. Legal Background

1. Invoices must be issued pursuant to Section 14 UStG; however, there is no statutory obligation to amend them retrospectively.
2. The retention of tax-relevant documents is carried out in accordance with Section 147 of the German Fiscal Code (AO) for a period of ten years.
3. The possibility of invoice correction is based on established case law (Federal Fiscal Court – BFH, judgment of 20 October 2016, case no. V R 26/15), according to which an invoice may be corrected, but the issuer is under no obligation to do so.
4. Business chambers (e.g., Chambers of Industry and Commerce) likewise point out that companies are not required to amend invoices retrospectively at the customer's request.

V. Exclusion of Liability for Tax Effects

The restaurant assumes no liability for any tax effects or benefits resulting from a corrected invoice. The customer remains solely responsible for the tax assessment of such documents.

§ 19 Jurisdiction / Applicable Law

German law applies.

Place of jurisdiction: Munich.

§ 20 Severability Clause

If any provision is invalid, the remaining provisions remain unaffected. The invalid provision shall be replaced by one that most closely reflects its economic intent.

§ 21 Consumer Dispute Resolution

We are neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

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