



GENERAL TERMS AND CONDITIONS OF BARFÜSSER GASTRONOMIE-BETRIEBS GMBH & CO. KG AND BARFÜSSER ALLGÄU GMBH & CO. KG ("LANDLORD") FOR EVENTS

§ 1 Scope of the General Terms and Conditions

These General Terms and Conditions apply to contracts between the Landlord and the Customer for the rental of premises for events held by the Customer, as well as to all other services provided by the Landlord to the Customer in connection therewith. Any conflicting or deviating terms and conditions of the Customer shall not be recognised by the Landlord unless the Landlord has expressly agreed to their applicability.

§ 2 Conclusion of the Contract

1. The contract is concluded when the Landlord accepts the Customer's offer to enter into the contract.
2. In the case of offers submitted by the Customer online, in particular by email, the Landlord shall confirm acceptance of the Customer's offer by email.

§ 3 Services of the Contracting Parties, Place of Performance

1. The Customer is obliged to inform the Landlord, no later than upon conclusion of the contract, if and to the extent that the event planned by the Customer in the rented premises may involve risks that could adversely affect the safety, smooth operation of the business or reputation of the Landlord.
2. The Customer is obliged to pay the agreed or applicable prices charged by the Landlord for the provision of the premises and for any other contractually agreed services provided by the Landlord. The prices include the applicable statutory VAT.
3. Upon conclusion of the contract, the Landlord may require the Customer to make an appropriate advance payment or provide security (e.g. a credit card guarantee).
4. The Landlord is obliged to make the rented premises available to the Customer at the contractually agreed time in the condition stipulated in the contract and to provide the other contractually agreed services in accordance with the contract.
5. The place of performance for both the Customer's and the Landlord's contractual obligations shall be the location at which the event takes place.

§ 4 Prohibition of Subletting and Reletting

The Customer may not sublet or relet the rented premises to third parties without the express consent of the Landlord. If the Customer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), the special right of termination pursuant to Section 540 (1), sentence 2 BGB shall be excluded.

§ 5 Cancellation by the Customer

1. The Customer may withdraw from the concluded contract by submitting a declaration to the Landlord in text form, which must be received by the Landlord no later than four weeks before the date of the event, without giving rise to any payment claims on the part of the Landlord.
2. If the Customer has not exercised the right of withdrawal in the required form or within the specified period, the Customer shall remain obliged to pay the contractually agreed or applicable prices even if the rented premises are not used. The amount payable by the Customer depends on when the Landlord receives the notice of cancellation:

Notice of cancellation received by the Landlord no later than:

- 3 weeks before the event: **20% of the agreed or applicable price**
- 2 weeks before the event: **40% of the agreed or applicable price**
- 1 week before the event: **60% of the agreed or applicable price**
- 1 day before the event: **80% of the agreed or applicable price**

§ 6 Cancellation by the Landlord

1. The Landlord may withdraw from the contract for objectively justified reasons. An objectively justified reason shall exist in particular if:
 - performance of the Landlord's contractual obligations becomes more than temporarily impossible due to force majeure, industrial action or other circumstances beyond the Landlord's control;
 - the contract was concluded on the basis of false information provided by the Customer regarding material contractual facts (e.g. the Customer's identity or the purpose of the rental);
 - the Customer fails to make the agreed advance payment or provide the agreed security (see § 3.3) within a reasonable additional period set by the Landlord;
 - there are facts giving reason to believe that performance of the contract could endanger the safety of the Landlord or the event venue or damage the Landlord's public reputation;
 - the purpose of the event violates applicable law.
2. If the Landlord withdraws from the contract for an objectively justified reason, the Customer shall not be entitled to claim damages or reimbursement of expenses.

§ 7 House Rules

1. Details concerning the use of the rented premises, e.g. whether decorations or smoking are permitted, are governed by the Landlord's house rules, which form part of the contract and are provided to the Customer together with these General Terms and Conditions. The Customer is obliged to comply with the requirements and prohibitions set out in the house rules and to ensure that their family members, employees, guests, event participants and visitors, as well as any other persons present on the Landlord's premises at the Customer's request, also comply with the house rules.

§ 8 Bringing Food and Beverages

Unless otherwise agreed between the parties, the Customer may not bring their own food or beverages or obtain food or beverages from a third party.

§ 9 Official Permits

1. The Customer is responsible for determining whether official permits or licences from third parties (e.g. GEMA) are required for the planned event. The Customer must obtain such permits or licences at their own expense and in good time before the event begins.
2. The Customer is independently responsible for complying with all official requirements and statutory regulations applicable to the event.

§ 10 Liability of the Landlord

The Landlord shall be liable in accordance with the statutory provisions for damages arising from injury to life, body or health; for damages resulting from the breach of obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the contracting party may regularly rely (material contractual obligations); for other damages resulting from an intentional or grossly negligent breach of duty by the Landlord or from an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the Landlord; and for claims for damages under the German Product Liability Act.



In the event of a negligent breach of material contractual obligations, the Landlord's liability shall be limited to the damage typically foreseeable at the time the contract was concluded. In all other respects, the Landlord's liability is excluded.

§ 11 Liability of the Customer, Security

The Customer shall be liable to the Landlord for damages if the rented building, rented premises or rented inventory are culpably damaged or destroyed by the Customer, their family members, employees, guests, event participants or visitors, or by any other persons present in the rented premises at the Customer's request.

§ 12 Final Provisions

1. If the Customer is a merchant, has no general place of jurisdiction in Germany, or relocates their place of residence or business abroad after conclusion of the contract, the registered office of the Landlord shall be the place of jurisdiction. The Landlord shall also be entitled to bring an action against the Customer before the court having jurisdiction at the Customer's place of residence or business.
2. Should any provision of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected.