

Freising, 2008 Bräustüberl Weihenstephan

General Standard Terms and Conditions of Bräustüberl Weihenstephan

1. The organizer and Bräustüberl Weihenstephan are the contracting parties.
2. The booking of rooms and parties with pre-booked set meals shall be binding upon the signing of the respective agreement by both parties.
3. The making available of rooms does give rise to a tenancy. Any subletting of the rooms needs to be approved in writing by Bräustüberl Weihenstephan.
4. To the extent legal value-added tax is levied, it is included in the prices. Any increase of legal value-added tax following the conclusion of the agreement shall be borne by the customer.
5. The invoices of Bräustüberl Weihenstephan are payable within a period of 14 days following the invoice date, without any deduction.
6. The organizer shall notify Bräustüberl Weihenstephan of the definite number of participants at the latest three business days prior to the date of the event, in order to ensure the smooth realization of the event. In the event the definite number of participants is not communicated in due time, the number of participants last communicated by the organizer shall be considered as order and basis for the settlement of accounts to the extent it exceeds the actual number of participants.
7. In general, the organizer is not entitled to bring any beverage or food to the events. In exceptional cases, a written agreement can be entered into regarding this issue. In this case, a fee for plates and/or cork shall be due.
8. Any announcement in public newspapers and the same shall require Bräustüberl Weihenstephan's previous approval.
9. In the event Bräustüberl Weihenstephan has reason to believe that the event might threaten the smooth flow of business transactions, the security or the reputation of the establishment, and in any event of force majeure, Bräustüberl Weihenstephan shall be entitled to cancel the event.
10. Cancellation fees:

Up to 1 month prior the day of the event:	none
Up to 3 weeks prior the day of the event:	20 % of the announced number of participants multiplied by the price of the set meals
Up to 2 weeks prior the day of the event:	30 % of the announced number of participants multiplied by the price of the set meals
During the 7 days preceding the day of the event:	50 % of the announced number of participants multiplied by the price of the set meals
No show:	100 % of the announced number of participants multiplied by the price of the set meals

11. Guaranteed turnover applying to the booking of rooms for private parties:

Korbinianstüberl 12 seats 100.00 €

Kutscherstüberl 24 seats 200.00 €

Weißbierstüberl 36 seats 300.00 €

Barockstube 40 up to max. 85 seats (incl. Hochschulstüberl) 1,000.00 €

Stephanskeller 190 seats 3,000.00 €

When booking the Barockstube or Stephanskeller for exclusive use, the respective guaranteed turnover shall be paid at the latest 14 days prior the day of the event. Guaranteed turnover will be set-off against the actual turnover upon final invoicing.

12. If any event is scheduled to last longer than until midnight, personnel expenses of € 30.00 shall be charged per each additional commenced hour and person.

13. The invoice issued for food, beverages, decoration etc. shall be paid at the end of the event. Invoicing has to be agreed upon prior to the event and, in this case, 60% of approximate turnover shall be paid in advance at the latest 14 days prior the day of the event. In the event the said payment is not made in due time, the booking shall no longer be valid.

14. The seat of Bräustüberl Weihenstephan shall be place of fulfilment and place of jurisdiction.

15. Should any of the provisions of the present General Standard Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision coming as close as possible to it.

16. Any differing agreement and ancillary agreement have to be done in writing.