

General Terms & Conditions

1 Offer and conclusion of contract

All offers are non-binding and free of charge. A contract shall only then be established once the customer (CX – Customer) has approved the offer in writing or returned the event contract signed to UMG Gastronomie (CT - Contractor), if possible 15 working days before the event. Offers shall remain valid for 90 days following the date of the offer.

The CX is obliged to review all particulars of the offer.

If it becomes apparent during implementation of the order that the CT is obliged to provide additional services due to incorrect or missing information on the part of the CX, the CX shall bear the additional costs.

If additional costs arise after confirmation of the order which have not been caused by the CT, the latter is entitled to make price adjustments. The CX shall immediately be informed of any additional further expenses.

2 Number of persons

If possible, the final number of persons shall be communicated 10 working days before the event. The number of persons may be changed in consultation with the CT up to five days before the event, depending on the capacity.

If the number of persons is reduced considerably, the CT reserves the right to demand an extra charge for loss of revenue.

3 Prices and invoice

All prices are exclusive of statutory value-added tax. The CX shall bear the cost of any alterations of VAT after conclusion of contract.

The billing data shall be communicated in full prior to the event. Invoices must be settled immediately after receipt, and no term of payment shall be granted. Payment shall be made via bank transfer.

4 Services

The price of the offer includes delivery and collection, but does not include the likes of tableware, tables, table linen, bistro tables and service staff. These shall be charged separately. Special conditions must be arranged in advance and in writing.

If the value of the order is below EUR 200, we reserve the right to consider a time-dependent delivery charge.

If the goods are to be picked up directly by the CX, the offer does not include tableware, which shall be invoiced separately. Tableware shall be returned on the following working day or a time for the returned must be arranged.

A charge shall be demanded for loss or breakage of supplied tableware or equipment.

Any additional services relevant to invoicing shall be subject to separate agreement.

In order to comply with obligations, the CT reserves the right to engage the services of subcontractors. The customer is not entitled to give instructions to our agents.

5 Equipment rental

Rental fees shall be charged for additionally required tableware.

All tableware and equipment shall be returned uncleaned. Cutlery and tableware as well as glasses must be packed in the provided transport boxes.

The disposal of food leftovers is the responsibility of the CC. Against reimbursement, the CT may also take over such disposal.

The CX shall assume responsibility for rented equipment from delivery to return.

All material and equipment provided by the CT are and shall remain the sole property of the CT. These items are provided on a hire or rental basis only, with the exception of the food and beverages delivered by the CT. After the return of the hired or rented or material and equipment, the CT reserves the right to inspect the items to determine loss or damage.

Lost, damaged or broken items shall be invoiced.

6 Premises

Any premises operated by the CT may be rented for events with or without catering supplies. The service charge for rental depends on the service the CT has been asked to provide.

The rooms shall be vacated in their original condition by 7.00 a.m. the following day. As a rule, these may only be rented outside of the daily opening times (of the public guest area). Special provisions are only possible by arrangement.

7 Cancellation

For cancellation of the whole event after conclusion of contract in cases where the CT is not responsible for the cancellation, the following costs shall be charged: for up to 15 working days prior to commencement of the event, the expenses incurred.

14-11 working days prior to commencement: 40% of the agreed payment.

10-4 working days prior to commencement: 60% of the agreed payment.

3-0 working days prior to commencement: 100% of the agreed payment.

8 Force majeure

The CT shall not be liable for any unexpected events and force majeure which may lead to a delay or failure of the agreed service.

9 Data protection

In connection with contract processing, the CT undertakes to comply with all legal data protection regulations, observing in particular the *BDSG* [Federal Data Protection Act], to enable sufficient protection and security of customer data.

10 Place of jurisdiction

The location of the head office of the CT as listed in the Commercial Register is the agreed place of jurisdiction for any disputes resulting from the contractual relationship.

German law shall apply exclusively to all contracts concluded between the CT and the CX.

