

## General terms and conditions

### 1. Preliminary provisions

- (1.1) GlobalGuest Germany GmbH & Co. KG generally acts as an intermediary between the host and the customer or guest.
- (1.2) All services are provided exclusively on the basis of these provisions. They shall apply to all future services, even if this is not expressly agreed again. The client's terms and conditions of business and purchase are not part of the contractual agreement with GlobalGuest Germany & Co. KG.
- (1.3) The host is the owner of a restaurant, event, or leisure business for which GlobalGuest Germany & Co. KG acts as an intermediary. The guest is the person to be catered for. The customer is the client who is referred to the host by GlobalGuest Germany GmbH & Co. KG.

### 2. Contract

- (2.1) GlobalGuest Germany & Co. KG acts exclusively as an intermediary between the guest/customer and the host. Contracts are only concluded between the named parties.
- (2.2) The contract is concluded when the guest/customer submits a written/oral enquiry regarding the programme/reservation or another service to GlobalGuest Germany GmbH & Co. KG. The guest/customer will then receive a binding written confirmation from GlobalGuest Germany GmbH & Co. KG with the General Terms and Conditions. The General Terms and Conditions are available for download when making a reservation online. The contract between the guest/customer and the host is effectively concluded when the written confirmation is sent.
- (2.3) Should the host restaurant, for whatever reason, make a change, the guest/customer will receive a confirmation change.
- (2.4) GlobalGuest Germany GmbH & Co. KG assures that the personal data of the guest/customer will be treated confidentially and will not be disclosed to third parties who are not contractual partners, in particular address companies. The provisions of the Data Protection Act are complied with.
- (2.5) The guest undertakes to inform GlobalGuest Germany GmbH & Co. KG of any allergies or food intolerances upon conclusion of the contract.
- (2.6) No fees are charged to the guest for processing the reservation. The customer shall only bear the costs for the services included in the booked services or event. When ordering GoutmeTTickets or gift vouchers, shipping costs will be charged by post will be charged extra according to our specifications. However, it is possible to download the tickets online for no extra charge.

### 3. Table reservations (individually up to 10 people without pre-ordering food)

- (3.1) Reservations for up to 10 people without pre-ordering food are possible by telephone or in writing.
- (3.2) In the case of an individual table reservation for up to 10 people without a special advance food reservation, the reservation of the table is guaranteed until 15 minutes after the agreed time without notification of a delay. In the event of a delay of more than 15 minutes, the guest/customer is obliged to report this delay directly to the restaurant, at least by telephone. Otherwise, the guest/customer loses the reservation completely. Even if the customer reports a delay, he/she loses the right to the reserved seat and will be allocated a table according to availability.
- (3.3) In order to optimise the management of the tables, table reservations without pre-ordering food are generally scheduled for two (2) hours. An extension or shortening of the stay is possible on request. Please indicate this in the "Comments" section of your booking. If the restaurant is unable to accommodate your request, a confirmation change will be sent.
- (3.4) A table reservation can be cancelled free of charge up to 24 hours before the agreed date.
- (3.5) If you wish to cancel your booking on the same day as the hospitality date, please contact the host restaurant directly. Only the internal regulations of the host restaurant in question apply. If the cancellation results in damage for the host, a cancellation fee of approximately €15.00 per person may be charged from the host.

- (3.6) In the event of a no-show, the host may charge a fee of approximately € 15.00 per person.

### 4. Group reservations without pre-ordering food (from 11 people)

- (4.1) A group pre-order is only possible in writing and against a declaration of assumption of costs and/or a deposit of up to 50% of the order value.
- (4.2) Cancellation of the concluded contract can be made free of charge up to seven days before the agreed date. Cancellation must be made in writing. Cancellation after this time is subject to a charge. The cancellation fees as agreed in the order conditions apply. If a cancellation is made on the same day or if the group does not appear, a cancellation fee of 50% of the expected turnover will be charged. If a specific service has not been ordered in advance, the cheapest main course at the host will be used as the basis for calculating the cancellation fee.

### 5. Group reservations with pre-ordering food (from 11 people)

- (5.1) Advance orders for meals must always be made in writing.
- (5.2) GlobalGuest Germany GmbH & Co. KG, in consultation with the host restaurant, will prepare an offer with framework and payment conditions. Once the guest/customer has given their consent, the binding order confirmation is issued.
- (5.3) A change to the food pre-order can be made in writing up to seven (15) days before the catering.
- (5.4) Cancellation of the advance meal order is possible free of charge up to fifteen (15) days before the agreed date. Cancellation must be made in writing. If the pre-order is cancelled after the specified date, GlobalGuest Germany GmbH & Co. KG will charge a cancellation fee of up to 50% of the expected turnover or as agreed in the order confirmation. If a cancellation is made on the same day or if the group does not appear, a cancellation fee of 100% of the expected turnover will be charged.

### 6. Room rental

- (6.1) The rental of a room from a host must be made in writing. The prices that can be taken from the host's current price list shall be deemed to have been agreed.
- (6.2) A deposit of 50% of the order value is due when GlobalGuest Germany GmbH & Co. KG sends the order confirmation. The final payment is due after specific agreement in the confirmation letter.
- (6.3) Cancellation of the room rental is possible free of charge up to thirty (30) days before the agreed date. In the event of cancellation after this date, a cancellation fee of 50% of the expected turnover will be charged. Further framework, payment and cancellation conditions are agreed by appointment. A Cancellation on the same day or if the room is not used, 100% of the agreed price will be charged.

### 7. Exclusive group booking

- (7.1) Reservations for a private group must be made in writing and as early as possible. When GlobalGuest Germany GmbH & Co KG sends the order confirmation, a deposit of 50% of the order value is due. The final payment is due as per specific agreement in the confirmation letter.
- (7.2) The reservation of the exclusive group booking can be cancelled free of charge up to 60 days before the venue date. In the event of cancellation up to (7) days before the agreed date, a cancellation fee of 80% of the order value will be charged. For cancellations after the specified date, the total price of the reservation is due.

### 8. GourmeTTicket or Gift Certificate

- (8.1) The GourmeTTicket can be ordered by the guest/ /customer for special events in a selected location. The order must be made in writing. After the booking and payment procedures, the GourmeTTicket will be sent per post or can be printed after downloading.
- (8.2) A Gift Certificate must be ordered in writing, per e-mail or online. After the booking and payment procedures, the

Gift Certificate will be sent per post or can be printed after downloading.

- (8.3) A refund of the value of the GourmeTTicket or Gift Certificate in cash or an exchange is generally excluded.

### 9. Guarantee

- (9.1) GlobalGuest Germany GmbH & Co. KG accepts no liability for the provision of the brokered services by the host. In the event of poor fulfilment, non-fulfilment, etc. by the host, the guest/customer alone may assert claims directly against the host. GlobalGuest Germany GmbH & Co KG is solely liable for damages arising from its own actions.
- (9.2) Liability for damages and consequential damages caused by the services of GlobalGuest Germany GmbH & Co. KG exists in accordance with No. 10. (Disclaimer).
- (9.3) In the event of justified complaints, the client is obliged to first set a reasonable deadline for the proper fulfilment of the services.
- (9.4) The client must immediately notify GlobalGuest Germany GmbH & Co. KG in writing of any defects in the services.
- (9.5) Compensation will only be paid in the event that GlobalGuest Germany GmbH & Co. KG is unable to properly fulfil the services despite notification.

### 10. Disclaimer

- (10.1) Due to breach of contractual or non-contractual obligations, in particular due to
- Impossibility
  - Default
  - Fault upon conclusion of the contract
  - Unauthorised act
- GlobalGuest Germany GmbH & Co KG is liable only in cases of wilful intent and gross negligence. Liability is excluded if the guest fails to fulfil his obligation under No. 2. (4) to report allergies and intolerances.
- (10.2) Liability pursuant to No. (1) is limited to the damage foreseeable at the time of conclusion of the contract and typical for this type of contract, but not more than 6 times the value of the reservation or order.
- (10.3) The exclusion of liability pursuant to No. (1) shall not apply in the event of a culpable breach of one of the essential cardinal obligations arising from the contract and in the absence of warranted characteristics.
- (10.4) Insofar as GlobalGuest Germany GmbH & Co. KG arranges the services of third parties, e.g. the host, GlobalGuest Germany GmbH & Co. KG is not liable for the fault of this third party.
- (10.5) Events of force majeure that make performance significantly more difficult or temporarily impossible exclude any liability on the part of GlobalGuest Germany GmbH & Co. KG. Industrial disputes and similar circumstances shall be deemed equivalent to force majeure insofar as they are unforeseeable, serious and beyond our control. The parties shall inform each other immediately of the occurrence of such circumstances.
- (10.6) If the agreed service is not possible for the third party (host) due to a circumstance for which it is not responsible, the guest/customer is obliged to accept an equivalent alternative service as fulfilment of the contract. The guest/customer shall be informed of the special circumstances by the third party without undue delay.

### 11. Place of jurisdiction

- (11.1) The place of fulfilment of the contractual relationship is the registered office of GlobalGuest Germany GmbH & Co. KG in Cologne.
- (11.2) If the client is a merchant, the registered office of GlobalGuest Germany GmbH & Co. KG is also the place of jurisdiction. However, GlobalGuest Germany GmbH & Co. KG. is also entitled to sue the client at the court of his place of residence.

### 12. Miscellaneous

Should one of the agreed provisions be invalid, the remaining provisions shall continue to be valid.