

municon Tagungszentrum
Terminalstraße Mitte 18 · D-85356 München-Flughafen

Telefon +49 (89) 975 932 00
Telefax +49 (89) 975 932 04

info@municon.de
www.municon.de

General Terms and Conditions

I. Scope (of these Terms and Conditions)

1. These General Terms and Conditions (GTC) apply to the services provided by the restaurants, the conference centre and the catering department of Allresto Flughafen München GmbH, also referred to as „Allresto“.
2. Our General Terms and Conditions apply exclusively to the contract; no other terms and conditions will become part of the contract, even if we do not expressly contradict them.

II. Conclusion of the contract and liability

1. The contract is concluded by the written confirmation of the offer by the organiser to Allresto, who are the parties to the contract.
2. The organiser's transfer of use of the rented rooms and areas to third parties requires the prior consent of the conference centre.
3. Allresto's liability is limited to intent and gross negligence, unless there is a breach of essential contractual obligations [cardinal obligations]. The organiser is obliged to inform Allresto in good time of the possibility of an exceptionally high loss.

III. services, prices, payment

1. Allresto promises and provide the services ordered by the organiser.
2. The organiser is obliged to pay Allresto the agreed prices for these services. This also applies to Allresto's services and expenses to third parties in connection with the event.
3. Insofar as the agreed prices are gross prices, they include the respective statutory VAT. If the offer is based on net prices, the statutory VAT must still be added. If the period between the conclusion of the contract and the event exceeds 4 months and if the price generally charged by Allresto for such services increases, the contractually agreed price can be increased appropriately, but by a maximum of 10%.

IV. Termination of the contract by Allresto

1. If the payment in advance is not made even after the expiry of a reasonable period of grace set by Allresto with a warning of refusal, Allresto is entitled to terminate the contract before the rented rooms are made available for use and after the rented rooms have been made available for use.

2. Allresto is also entitled to withdraw from the contract before handing over the rooms or to terminate the further performance of the contract after handing over the use of the rooms: under these requirements
- a.) Force majeure or other circumstances for which Allresto is not responsible make fulfilment of the contract impossible
 - b.) The organiser has used the services of Allresto under a false name or for an incorrect purpose of the planned event.
 - c.) Allresto has reason to believe that the event may jeopardise the smooth running of the business, the safety or the public reputation of Allresto, without this being attributable to Allresto's sphere of control or organisation.
 - d.) The organiser has not obtained the prior consent of Allresto required in accordance with II. 2.
3. The withdrawal or termination is exercised by declaration to the organiser.
4. If the contract is terminated by Allresto for reasons for which the organiser is responsible, the organiser is obliged to pay the contractually agreed rent/expected turnover if Allresto is unable to rent the requested space to another party. The organiser has the right to prove that the requested space has been rented to another party.
5. The organiser is at liberty to prove that Allresto has saved higher expenses. Allresto reserves the right to prove higher damages.
6. The organiser is only entitled to claim damages from Allresto due to premature termination of the contract in the event of intentional and grossly negligent conduct on the part of Allresto, unless there has been a breach of material contractual cardinal obligations.

V. Cancellation by the organiser

If the organiser cancels the contract, Allresto is entitled to charge the agreed rental fee or flat rate or the expected turnover according to the scale below, provided that it is no longer possible to re-rent or resell the space, unless Allresto is responsible for the cancellation.

Compensation for cancellations or partial cancellations from:

municon conference centre

20% of the room rent or conference package in case of a cancellation 60 days or less before the start of the event

40% of the room rent or conference package in case of a cancellation 30 days or less before the start of the event

60% of the room rent or conference package in case of a cancellation 14 days or less before the start of the event

80% of the room rent or conference package in case of a cancellation seven days or less before the start of the event

100% of the room rent or conference package in case of a cancellation three day or less before the start of the event

100% of the room rent or conference package and ordered food in case of a cancellation on the day of the event itself.

If the organiser withdraws no later than 5 days before the date of the event, the conference center is entitled to charge 35% of the lost food sales, plus the agreed rental price or conference package, 70% of the food sales for any later cancellation; in the case of absence on the day of the event 100% of the food sales, unless the conference center is responsible for the withdrawal. The organiser will be invoiced 100% of the drinks bought especially for the event.

The organiser has the right to prove that the conference center saved higher expenses.

The conference center reserves the right to provide evidence of higher damage.

Cancellation of a valid contract by the organiser must be in writing and will be reconfirmed by the conference center.

Airport Catering

Loss compensation for cancellations or partial cancellations as of:

Conclusion of contract 20 %

no later than 30 days before the start of the event 70%

at the latest before the start of the event 20 days 80% of the total sum

at the latest before the start of the event 10 days 100% of the total sum

If, in addition to the contractually agreed remuneration, it has been agreed that the catering department shall bear any costs arising from the fact that services are provided in addition to the provision of use and the food and beverages already remunerated, these shall be remunerated additionally in accordance with the invoice issued by the catering department's supplier.

The organiser has the right to prove that Allresto has saved higher expenses.

Allresto reserves the right to prove higher damages.

Cancellation of a valid contract by the organiser must be made in writing and will be reconfirmed by Allresto.

If the client requests an event concept for a quotation, a concept fee will be charged. This fee does not apply if the event is booked.

If the event is cancelled, the fee will be charged according to the time and effort involved.

VI. Changes to the number of participants and the event time

1. A change in the number of participants by more than 5% must be notified to Allresto at least three working days before the start of the event.
2. A reduction in the number of participants by a maximum of 5% will be recognised by Allresto when invoicing. In the event of deviations exceeding this, the originally reported number of participants less 5% will be used as the basis. However, in the case of orders for banquets or predetermined menus in the restaurant, the number of persons agreed upon when the contract was concluded will be used as the basis for invoicing.
3. If the number of participants deviates upwards, the actual number of participants will be used as the basis for billing.
4. If the number of participants deviates by more than 10%, Allresto is entitled to reset the agreed prices and to make other rooms available, unless this is unreasonable for the organiser.
5. If the agreed start or end times are postponed without Allresto's consent, it may charge additional costs for the readiness to perform, unless Allresto is at fault.

VII. Bringing food and beverages into the event

The organiser is generally not allowed to bring food and drinks to events. Exceptions require a written agreement with the conference center. In these cases, a contribution to cover overhead costs will be charged.

VIII. Technical equipment and connections

1. Insofar as the conference center procures technical and other equipment from third parties for the organiser at the organiser's request, it acts in the name, on the power of attorney and for the account of the organizer. The organizer is liable for careful handling and proper return. He releases the conference center from all claims by third parties from the provision of this facility.
2. The use of the organiser's own large electrical systems using the power grid of the conference center requires its written consent. Malfunctions or damage to the technical systems of the conference center caused by the use of these devices are at the expense of the organiser, unless the conference center is responsible for them.
3. With the consent of the conference center, the organiser is entitled to use his own telephone, fax and data transmission equipment. The conference center can charge a connection fee for this.
4. Faults in the technical or other facilities provided by the conference center will be eliminated immediately if possible. The organizer does not have the right to reduce the rent.
5. The conference center provides its guests with a darkening-system in most of the rooms, which can only be operated with the windows closed. If the system is damaged, the last operator of the system is liable for this damage.

IX. Loss of or damage to items brought along

1. Exhibition items or other personal items brought along are located in the event rooms at the risk of the organiser. Allresto accepts no liability for loss, destruction or damage, except in cases of gross negligence or intent, unless there has been a breach of essential contractual obligations [cardinal obligations].
2. Decorative materials brought to the event must comply with the requirements of the fire police. Allresto is entitled to demand official proof of this. Due to the possibility of damage, the installation and attachment of objects must be agreed in advance with Allresto.
3. The exhibition or other items brought along must be removed immediately after the end of the rental period. If the organiser fails to do so, Allresto may remove and store the items at the organiser's expense. If the items remain in the event room, Allresto may charge room rent for the duration of their stay. Allresto reserves the right to prove higher damages.

X. Liability of the organiser for damage

1. The organiser is liable for all damage to the building or inventory caused by event participants or visitors, employees, or other third parties from his area or himself.
2. Allresto may require the organiser to provide appropriate security [e.g. insurance, deposits, guarantees].

XI. Final provisions

1. Any changes or additions to the contract, the acceptance of the order or the terms and conditions for events must be made in writing. Unilateral changes or additions by the organizer are ineffective.
2. If the organiser is a businessman/ businesswoman or commercial entity, the place of performance and payment shall be the headquarters of the conference center.
3. The exclusive legal venue, also for disputes regarding cheques and bills of exchange, shall be Munich if the organizer is a legal entity under public law or a businessman. If the organizer does not have a generally applicable legal venue in Germany, then the legal venue shall also be Munich.
4. We apply German law.
5. If individual provisions of these General Terms and Conditions of Business are unenforceable or invalid, this will have no effect on the validity of the remaining provisions. In all other respects, the statutory provisions will apply.