

Terms & Conditions of Business for catering services
(last amended 31.07.2020)

§ 1 Scope

1. The present "Terms and Conditions of Business for catering services" apply in their latest version to companies, persons acting in a commercial capacity, legal entities under public law or a special public fund (hereafter referred to collectively as entrepreneurs) and to all future contractual relationships. Additional or contradictory contractual terms from our clients only apply if Capital Catering GmbH (hereafter also referred to as Capital Catering) has explicitly accepted them in writing. If different agreements are made with the contractual partner in the catering contract, such agreements always take precedence over the corresponding rule within these General Terms and Conditions of Business.

2. Orders from clients which make reference to their terms and conditions of business will on no account lead to the application of different or conflicting terms and conditions of business even if Capital Catering does not point this out again separately in the course of executing the contract.

§ 2 Quotation and conclusion of contract

1. Quotations from Capital Catering for the provision of catering services are without engagement and non-binding even if they are signed. If the client places an order on the basis of a quotation made without engagement, from a legal perspective, this only constitutes an offer to conclude a contract. The acceptance by Capital Catering of an offer to conclude a contract may take up to three weeks. The acceptance of an offer can also be implied without observing written form by providing the service.

2. Order deadlines: The client must submit his order to Capital Catering as follows:

For an event with up to 100 persons: up to 14 days before the first day of the event.

For an event with up to 500 persons: up to 28 days before the first day of the event.

For an event with up to 1,000 persons: up to 56 days before the first day of the event.

For an event with 1,000 persons or more: up to 84 days before the first day of the event.

3. Number of persons: The client must give Capital Catering binding notification of the minimum number of persons as follows:

For an event with up to 100 persons: up to 7 days before the first day of the event.

For an event with up to 500 persons: up to 14 days before the first day of the event.

For an event with up to 1,000 persons: up to 21 days before the first day of the event.

For an event with 1,000 persons or more: up to 28 days before the first day of the event.

Capital Catering reserves the right to adjust its price if the number of persons changes.

§ 3 Liability for loss or damage

No liability is assumed for the loss or damage of property contributed by and belonging to the client and his guests unless a custody agreement is concluded for a fee or the damage is based on grossly negligent or willful conduct on the part of Capital Catering or its vicarious agents.

§ 4 Prices and payment

1. Billing will be based on the participation numbers specified by the client and any retrospective modifications to them or the numbers ordered with binding effect.

2. As a general rule, cold drinks will be billed by actual consumption unless binding numbers or flat rates have been explicitly agreed.

3. If the client wishes to have a limit to the number of drinks served, this must be specified in writing in the order or at the latest when the quotation is accepted.

4. If event times are extended, the flat rates for drinks, personnel and material will be adjusted accordingly.

5. All prices are to be understood as being subject to the statutory rate of VAT unless an all-inclusive price has been explicitly agreed which already includes the statutory rate of VAT.

6. Unless specified otherwise, Capital Catering will be bound by the prices contained in the quotation for 14 days from the date of the quotation. Additional, subsequent goods and services will be agreed and billed separately.

7. The invoice amount must be paid net without any discounts no later than 14 days after receipt of the invoice. The client will be in default no later than 30 days after receipt of the invoice. The default interest for commercial customers will be eight percentage points above the European Central Bank's main rate for refinancing operations in accordance with Sec. 288 II BGB (German Civil Code) and five percentage points above the base rate for consumers. The right to impose higher interest rates on different legal grounds and the assertion of further damages caused by the delay remain unaffected.

8. Payments must be made at the client's expense (remittance charges or credit card fees) by remittance to the bank account of Capital Catering.

9. Capital Catering is entitled to initially set off payments against older liabilities of the client irrespective of any conflicting determination by the client; it will inform the client of any set-off implemented. If costs and interest payments have already been incurred, Capital Catering will be entitled initially to set off payments against the costs, then against the interest payments and ultimately against the principle claim.

10. If the payment terms agreed are not adhered to or facts come to light which imply that the client's financial position has deteriorated substantially, Capital Catering will be entitled to make the entire residual liability due with immediate effect and to make further services contingent upon payment in advance.

11. If the recipient of the invoice is not the same as the client, the client must present a binding declaration from the invoice recipient that they will bear the costs.

§ 5 Collateral

1. Capital Catering is entitled to request an advance payment of up to 100% of the entire order amount from the client. Advance payments are due no later than 30 days before the event.

2. If Capital Catering requests an advance payment from the client by a certain date, acceptance of the order will be subject to the condition precedent of timely payment.

3. For an order volume of up to EUR 1,000.00, the client can also issue a direct debit mandate on a specified credit card account instead of the advance payment.

§ 6 Claim for flat-rate remuneration

1. If the client does not stage the event for a reason for which Capital Catering is not responsible or wishes to move the date, Capital Catering has the option to claim flat-rate compensation from the client instead of any specifically computed claim. In this case, the client will be obliged pay one of the following flat-rate amounts in relation to the agreed fee:

If an event with up to 100 persons is cancelled or moved up to 7 days before the first day of the event, 50% of the entire order value will be charged as a flat fee, thereafter 90% of the entire order value.

If an event with 100 persons or more is cancelled or moved up to 14 days before the first day of the event, 50% of the entire order value will be charged as a flat fee, thereafter 90% of the entire order value.

These flat rates will apply accordingly in the event of the partial cancellation of an event. Any cancellation by the client must be made in writing.

2. The client has the right to demonstrate that Capital Catering has not incurred any loss or not of such magnitude.

§ 7 Force majeure

If the event cannot be staged due to force majeure and Capital Catering has already paid advances on orders on behalf of the client, the client will be obliged in any event to pay for such parts of the quotation that have been commissioned. If individual artists or speakers cancel, one or more participants fail to arrive on time or in the event of bad weather including snow, ice or a storm, this will on no account constitute "force majeure".

§ 8 Obligations of performance and fulfilment, cut-off date for reporting faults, non-assignment clause

1. Even if binding deadlines have been agreed, Capital Catering will not be responsible for delays to deliveries and performance due to force majeure and events which make it substantially harder or impossible for Capital Catering to provide its services – including, in particular, strikes, lock-outs or official instructions even if they befall suppliers or subcontractors.

2. In the interests of quality and in view of the guidelines contained in the Food Hygiene Directive, food must not stay out on a buffet table for more than three hours. If a buffet is required to be set up for a longer period, the client, in consultation with Capital Catering, can spread the total number of dishes over different periods.

3. The client must report any obvious defects in performance to Capital Catering verbally without delay and in writing within two weeks at the latest. Late notification of a defect will void Capital Catering's warranty and liability.

4. Claims against Capital Catering may not be assigned provided the client is a business enterprise.

§ 9 Collection, processing and use of data

The personal data communicated to Capital Catering will be collected, processed and used in order to meet contractually agreed business purposes, taking account of current data protection provisions.

§ 10 Liability

1. Capital Catering's liability for simple negligence is excluded as long as no material contractual obligations are breached.

2. If material contractual obligations are breached in cases of simple negligence, Capital Catering's liability for damages will be limited to the average direct, foreseeable loss typical for the contract in accordance with the type of agreement concerned.

3. If liability is excluded or limited in accordance with these provisions, this will also apply to Capital Catering's vicarious agents.

4. The exclusions and restrictions on liability outlined above do not apply in the case of culpable injury to the life, limb and health of persons, commitment to certain characteristics and in the case of statutory liability in accordance with product liability law.

§ 11 Final provisions and place of jurisdiction

1. The contractual relationship is subject exclusively to German law.

2. Insofar as the customer is a businessperson as defined by the Commercial Code, a legal entity under public law or a special public fund or has no general place of jurisdiction in Germany, Berlin will be the sole court of jurisdiction for all disputes arising directly or indirectly from this contractual relationship. If material competence lies with the municipal court, the court of Berlin Charlottenburg Municipal Court will be the competent court.

3. Should individual clauses in these General Terms and Conditions of Business be or become invalid, the validity of the remaining provisions of the contract will be unaffected. In this case, the invalid provision must be supplemented or changed in such a way that its intended purpose is achieved.