

General Terms and Conditions – Marstall Tent 2018

Siegfried und Sabine Able · Lindberghstraße 4 · 80939 München

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1. Reservations

- 1.2 Reservations include a minimum consumption and a processing fee of 2,00 € per person. Reservations can only be made via the Marstall Reservations Office: Festzeltbüro Siegfried und Sabine Able, Lindberghstrasse 4, 80939 Munich. Only one reservation shift can be reserved (midday or afternoon or evening). This years' minimum consumption is 35,00 € and 45,00 €. We do not sent cancellations. If not confirmed until 1 July 2018, the reservation could not be made.
- 1.2 You will receive confirmation of your reservation together with a payment advice letter for the corresponding minimum spend. The reservation and confirmation are not valid and binding until we receive the full payment in the form of a bank / SEPA transfer to our bank account. The invoiced amount must be paid within one week of the invoice date. No further payment reminders will be issued. Late payment of the invoiced amount will result in the reservation being deemed invalid and null and void after this date.
- 1.3 Vouchers already paid for will be sent upon beginning of July 2018. Shipping costs of 24,90 € will be paid by the guest. Documents will be shipped within European countries). However, all other international guests can collect vouchers directly from the Marstall Reservations Office at Theresienwiese daily from Saturday, 22 September 2018.
- 1.4 Certain location request can be considered. Be aware that we cannot guarantee certain areas or even tables.
- 1.5 Guests can enter the tent upon the time of your confirmation. Please take your seats punctually and as a full group. All non-occupied seats must be given up after 20 minutes and will be assigned to other guests by us. Full payment is always required for all set menus selected for the table. Individual latecomers are not automatically entitled to a seat, irrespective of whether they have paid for food and beverage vouchers. Guests that leave the tent during the reservation period will be permitted to re-enter at our discretion. After the confirmed reservation period, guests must vacate their seats and leave the tent.
- 1.6 Due to logistic reasons we recommend a set menu for all guests. In any case of varying numbers of guests, it is your duty to inform us via e-mail within 48 hours ahead your reservation. Otherwise you will be charged the full amount of set menus. Menu cancellations cannot be made.

2. Voucher

- 2.1 The voucher must be handed to your responsible waiter/waitress at the beginning of your reservation. Additional consumption can be paid by credit card (MasterCard, Visa) or cash. Objections to charged amounts must be made immediately to the responsible service staff before payment. Later complaints cannot be considered.
- 2.2 The loss or theft of vouchers cannot be replaced or refunded. No cash payments of residual sums (consumption less than voucher face value) or for unused vouchers will be made and no credit notes will be issued for following years. After your reservation has expired, residual sums can be spent in the Marstall tent or at the Marstall takeaway counter during the remaining time of the Oktoberfest, depending on availability of places.

3. Third party

- 3.1 Reservations are only valid for the guest placing the reservation and for his/her guests. Transfer of reservations is not permitted (e.g. on Internet auction sites such as eBay) – whether in return for payment or even complimentary. We are forced to prosecute guests in such cases.
- 3.2 If agents act as guests placing a reservation, agents are obliged to hand on reservations with the original reservation amount. However any agent charging a higher amount, all the reservations placed will be cancelled and vouchers will be deemed invalid and void. This will also result in a penalty of the reservation amount. Compensation claims of Siegfried and Sabine Able are not included and can be made independently.

4. Modifications/cancellations

- 4.1 Later modifications of your reservation or billing details will be charged with a fee of 50,00 €.
- 4.2 Delayed payments will be automatically reversed. Furthermore the reservation will be cancelled. A processing fee of 30,00 € will be charged.
- 4.3 Reservations not paid for yet, can be cancelled without any fee.
- 4.4 Paid reservations cannot be cancelled free of charge anymore.

5. Events

- 5.1 Events (such as promotion activities, press dates, political actions, etc.) are not allowed.
- 5.2 Decoration material is only allowed to be placed on the table, no stand-up displays. Material has to be appropriate for the Oktoberfest tradition.

6. Others

- 6.1 If service in the Marstall is partly impaired in total or on the day of reservation on grounds including official instructions, safety and security considerations, Acts of God or other important cause, vouchers purchased for the reservation will be refunded. In this case all further claims against the operator (Festwirt) of the Marstall or the operating company of the Marstall are excluded.
- 6.2 The Marstall tent and the operating company Siegfried Able, Lindberghstrasse 4, 80939 Munich, are entitled to collect, store and process personal details of the Guest placing the reservation or order and to use said details for business and advertising purposes. The guest expresses consent for said use of his/her personal data. We undertake to comply with all statutory data protection regulations. Customer details are not passed on to other people or other third parties. You may request deletion of your personal details at any time.
- 6.3 Place of jurisdiction is Munich.