

TRAITEUR WILLE

FINEST COOKING

July 20, 2023

General Terms and Conditions

General terms and conditions of Traiteur Wille GmbH & Co. KG, represented by the managing partner Christian Rose.

Introduction

These general terms and conditions apply exclusively to contracts between Traiteur Wille GmbH & Co. KG (hereinafter referred to as Traiteur Wille) and our customers for the supply of food and drinks as well as the rental of crockery/furniture/equipment. Unilateral changes by the customer are invalid. By signing or confirming the offer in writing, the general terms and conditions are accepted and become effective.

German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.

Oral side agreements require written confirmation by Traiteur Wille to be valid.

Should individual provisions of these terms and conditions be invalid for whatever reason, the remaining validity provisions shall remain in effect.

All prices are subject to change and exclusive of VAT. If no special agreements are made, the prices and terms and conditions of our most recent price list apply. If more than three months have passed between the date of the offer and the delivery date, we reserve the right to adjust prices to reflect the current wage and cost situation.

Our offers remain valid for 14 days (10 working days, referred to Monday to Friday) from the date of the offer. Validity may vary for third-party equipment or production materials. After expiry of the validity period, deadlines can be extended after consultation and availability. An offer does not reserve our or third-party equipment.

Seasonal changes and price fluctuations may occur in the food menu if you book well in advance.

Vintage changes may occur in the wines.

Short-term inquiries

For short-term requests, we reserve the right to charge a surcharge at our discretion. This applies to requests up to 48 hours (two working days) before the event. For short-term personnel requests up to 48 hours (two working days) before the event, we will endeavor to involve additional personnel for your event, but may not be able to avoid additional costs. For personnel requests received 24 hours or more before the event, we charge a surcharge of 25% per employee. In addition, we charge a processing fee of EUR 145.00 net. The flat rate includes up to three additional employees (regardless of position). Each additional request is charged at EUR 25.00 per person.

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Prices, prepayment and payments

We reserve the right to charge a staggered advance payment for amounts of EUR 2,000.00 net or more: 35% advance payment upon signing the offer, 35% up to two weeks before the event date, 30% plus consumption bill (e.g. drinks) after the event. Other advance payment models are only valid in writing and after consultation.

Services provided by third parties (location, equipment, etc.) may differ from our prepayment and cancellation conditions.

Our invoices are payable within seven days of receipt without deductions. In the event of late payment, we reserve the right to charge interest on arrears. If agreed advance payments have not been made, the customer has the option of paying the outstanding amount by cash check to Traiteur Wille GmbH & Co. KG at the venue before the start of the event.

If the agreed advance payment is not made, we reserve the right not to provide the agreed catering service. The customer is not released from the obligation to pay if the service is not provided.

The customer informs us of the final number of people four working days before the service is provided.

If the number of people differs significantly from the last offer (more than 10%), Traiteur Wille reserves the right to make minor changes to the food and drinks. The number from the first offer is the basis for calculation. If the number of participants differs by more than 20% from the first offer, we are entitled to re-determine the price if necessary. If there are additional participants, the actual number of participants will probably be calculated at higher prices.

Minimum order value

Our minimum order value is EUR 1,000.00 net or 30 people.

Probeessence

We would be happy to arrange a test meal with you and your companion. The cost of the test meal is EUR 95.00 net per person and will of course be credited when you book an event. You are welcome to register additional people for your test meal. For each additional person we charge a flat fee of EUR 95.00 net per person. The flat fee for additional guests is not offset when booking.

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General dates

We always endeavour to keep to agreed deadlines. If we are unable to do so in individual cases, the client will grant us a tolerance of up to 60 minutes.

cancellation

If orders that have already been placed are cancelled (according to the cost estimate), we charge 35% of the order 60 days before the agreed delivery date, 50% 30 days before the agreed delivery date and 90% 7 days before the agreed delivery date. If cancellations are made on the day of delivery, we reserve the right to charge up to 100% of the order value. If the service is related to the rental of event space or third-party equipment and services, the cancellation conditions of the respective third-party provider apply.

If you cancel your booked staff 4 working days or less before the event, we will charge the minimum

working time (five hours) per person.

resignation

If an agreed advance payment or security deposit has not been made, Traiteur Wille is entitled to withdraw from the contract. Traiteur Wille is also entitled to withdraw from the contract if there are justified reasons. These may include, for example: force majeure (fire, strike, flood, etc.). If Traiteur Wille has reasonable grounds to believe that the event could endanger the smooth running of the business, the safety or the public image of Traiteur Wille (e.g. reputational damage), Traiteur Wille is entitled to withdraw. This applies in particular to events that are outside of Traiteur Wille's sphere of influence, for example if the event is illegal.

If Traiteur Wille is not the owner of an event space or the equipment brought in, Traiteur Wille is not liable for non-fulfillment of the contract insofar as this is based on the circumstances of the person or company of the event space or equipment owner. Traiteur Wille reserves the right to withdraw from the contract in this case without liability for damages.

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Transport

The minimum fee for deliveries of food, drinks and equipment is EUR 75.00 net within the Hamburg city area. The fee includes a driver, the vehicle costs and delivery to the first door. Additional personnel costs will be invoiced separately.

Defects and compensation

The goods must be checked upon delivery and any defects must be reported immediately. If no immediate complaint is made about the goods, the goods are deemed to have been accepted and are valid for full payment. We are only liable to pay damages to the customer for breach of a contractual obligation if we can prove that we acted intentionally or with gross negligence. The limitation of liability does not apply to liability for culpable injury to life, limb or health of persons or for breach of essential contractual obligations. In the event of breach of essential contractual obligations, our liability for damages in cases of simple negligence is limited to the typically foreseeable damage. We cannot accept liability under any circumstances for damage caused by third parties.

The customer is liable for all damage to buildings or inventory caused by event participants or – visitors, employees, other third parties from his area or himself, regardless of whether in his own premises or in a booked location.

We would like to point out that every event inevitably leads to signs of wear and tear at the respective event location. Every event also involves risks to property and possessions in the form of damage and destruction by third parties (e.g. guests). In the customer's premises or event rooms rented by the customer, the customer alone is obliged to take precautionary measures to reduce signs of wear and tear and to avoid damage to property and possessions (e.g. by using tarpaulins or similar). If the equipment is particularly sensitive, we will be informed of this and, if necessary, we will remove it at our request or provide separate protection ourselves.

Photo and film material

We may take photos and film material at some events. We will of course refrain from taking portraits of people without their consent. The customer agrees to the publication of the images on our social media accounts and in our offer templates. Please let us know if you do not agree to the publication of the images.

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Retention of title

We reserve ownership of all delivered goods and means of transport.

Final provisions

The place of performance for delivery, handover and payment is Hamburg. The place of jurisdiction is Hamburg. With the publication of these General Terms and Conditions, all older conditions lose their validity.

Rental items, prices and units

The rental prices listed for crockery, equipment, furniture, etc. are for a rental unit of 3 days. The delivery day and the collection day count as full days. If the goods are used for more than one rental unit, we are entitled to charge for another rental unit.

The rental items may not be used for purposes other than those intended and may only be used at the agreed event location. If the items are returned damaged, the customer is liable for damages.