

# General Terms and Conditions

Our employees strive with great personal commitment to ensure that each and every guest has a wonderful time with us. In order for this to succeed, we ask for your understanding that we only make reservations and provide hospitality in our Restaurant Vendôme on the basis of the following general terms and conditions:

## 1. Scope of application

The following regulations apply to all reservations and catering in our Restaurant Vendôme. By making a reservation on the basis of these regulations, you agree to their validity also for all subsequent transactions, i.e. any future use of the services offered by us. This applies to future reservations regardless of whether they are made verbally (e.g. by telephone), by email or in any other way.

## 2. Reservations and cancellations

Since our restaurant has only a limited number of seats and the food we offer is always fresh and elaborately prepared, we cannot offer much flexibility in the allocation and reservation of the available seats. In particular, in the case of larger reservations, we are regularly forced to turn away other guests. Against this background, the damage that we suffer as a result of non-compliance or unreasonably short notice cancellation of reservations is considerable. We therefore ask for your understanding that we reserve the right to assert this damage, if necessary, in accordance with the following regulations. Please also understand that we will not notify you again in such a case.

**2.1** Reservations are binding with regard to the reserved time and the number of reserved seats (i.e. the announced guests). However, you may normally cancel your reservation in whole or in part (i.e. with respect to individual seats/guests) no later than 3 days before the reserved time without incurring any costs.

**2.2** If a cancellation is not made at the latest by the time specified in section 2.1, we are entitled to charge a lump-sum compensation of € 200 per seat reservation for each seat not used or cancelled. The same applies insofar as the reserved seats are not taken up at the agreed time, i.e. the guests do not appear or do not appear in the announced number.

**2.3** If you are not responsible for the late cancellation or the non-use of the reserved seats, we are not entitled to claim compensation. In addition, you are always at liberty to prove that we have not suffered any loss as a result of the late cancellation or non-appearance, or that the loss is significantly lower than the compensation pursuant to section 2.2.

**2.4** If the reserved seats are not taken at the latest 30 minutes after the reserved time (i.e. the guests announced in this respect do not appear), we shall be entitled to allocate the seats elsewhere.

Clauses 2.2 and 2.3 also apply in this case. In this case, however, we must and will have any income that we generate by reallocating the seats credited to the compensation pursuant to Item 2.2.

2.5 The provisions in clause 2.4 shall also apply if the guests appear but nevertheless do not take up the reserved seats but leave our restaurant again. This applies in particular in the event that more persons appear than announced in the reservation and it is not possible for us to provide additional seats. We ask for your understanding in this regard, as we are bound to a certain room layout and a maximum number of guests due to our room concept and existing obligations under public law.

2.6 The consideration of any allergies and intolerances and thus individual menu changes can only be considered by us to a limited extent and only after prior consultation. Guests will be informed of this policy several times during the online booking process before a contract is made between the customer and Restaurant Vendôme. Financial compensation for any meals not consumed will not be refunded by the Vendôme.

### **3. Exclusive booking**

The exclusive booking of our restaurant (for closed events) is only possible on the basis of an individual offer, which we will be pleased to submit to you, subject to availability. Please contact us directly by email for this purpose.

### **4. Payments**

Unless otherwise agreed, the following terms of payment shall apply:

4.1 Payments shall be made in Euro and in principle by cash payment.

4.2 As an alternative to cash payment, we offer the possibility of payment by EC card from an amount of at least EUR 10. From an amount of at least EUR 50, we also accept payment by the following credit cards: Master Card, VISA Card, American Express. Other cards are not accepted.

### **5. Vouchers**

The following conditions apply to the redemption of vouchers issued by us:

5.1 A voucher can only be used to pay for the food and drinks offered and consumed in our restaurant. A cash payment of the voucher amount is not possible. We ask for your understanding in this regard.

5.2 A voucher can only be used once (up to the total amount stated therein) for payment. It is not possible to split the voucher amount (e.g. over several visits).

5.3 Any remaining amounts (in the event that the price of the consumed food and beverages does not fully reach the total amount shown in the voucher), we can unfortunately not pay out cash!

## 6. Liability

The following conditions apply to our liability for damages and reimbursement of expenses based on contract or other legal grounds:

**6.1** We are liable in accordance with the statutory provisions without limitation for damages caused by us, our legal representatives or agents with intent or gross negligence.

**6.2** We shall only be liable for damage caused by us, our legal representatives or vicarious agents through negligence if

**6.2.1** essential contractual obligations are violated. These are obligations the fulfillment of which is essential for the proper performance of the contract and on the fulfillment of which our customers regularly rely and may rely. In addition, essential obligations are obligations which arise from the nature of the contract and the breach of which jeopardizes the achievement of the purpose of the contract.

**6.2.2** Duties of consideration for the rights, legal assets and interests of customers are violated and they can no longer be expected to accept our performance.

**6.3** Our liability shall be limited to the foreseeable damage typical for the contract in the cases mentioned in clause 6.2. In all other cases, we shall not be liable for ordinary negligence.

**6.4** The limitations of liability according to clauses 6.2 and 6.3 shall not apply to damages resulting from injury to life, body or health. Furthermore, they shall not apply to claims under the Product Liability Act, due to fraudulently concealed defects or due to a guarantee as well as to all other cases in which the statutory liability rules are mandatory.

**6.5** The above provisions in this Section 6 shall apply mutatis mutandis to any personal liability of our executive bodies, representatives and vicarious agents.

## 7. Copyright

Unless otherwise indicated, the copyright for the images and texts used on this site is held by Joachim Wissler, Restaurant Vendôme at Grandhotel Schloss Bensberg, Kadettenstraße, 51429 Bergisch Gladbach.

ALTERNATIVE DISPUTE RESOLUTION PURSUANT TO ART. 14 ABS. 1 ODR-VO AND § 36 VSBG:

The European Commission provides a platform for online dispute resolution (OS), which you can find at <https://ec.europa.eu/consumers/odr>. We are not obliged or willing to participate in a dispute resolution procedure before a consumer arbitration board.