

# Ochsenbraterei - Reservation Conditions

for the Ochsenbraterei marquee  
(status: January 2024)

## 1. Scope of application

These reservation conditions apply to all reservations and voucher orders between Ochsenbraterei Haberl OHG (hereinafter also referred to as “Ochsenbraterei” or “we” or “us”) and guests of Ochsenbraterei (hereinafter also referred to as “guest”, “you” or “you”) for our marquee.

## 2. Subject matter of the contract

The subject matter of the contract is the reservation of tables and/or boxes and the purchase of consumption vouchers. Reservations are only possible with simultaneous minimum purchase (minimum consumption) of the consumption vouchers required for the respective reservation. Please refer to the information provided to you before submitting your reservation request for the minimum purchases for the respective seats. In the following, seat reservation and voucher purchase are referred to together as “reservation”.

## 3. Conclusion of contracts for reservations

(1) Reservation requests can be made via our reservation portal on our website or via our tent office on the Theresienwiese. Reservations on our website require the creation of a user account. The creation, use and administration of the user account are subject to our [Terms of Use](#). In the event of an objection, these reservation conditions shall take precedence.

(2) In the case of a reservation request via the website, the reservation is made as follows: By filling in the relevant data fields and clicking on the button labeled “Send reservation request with costs” (or a correspondingly identical label), you submit your offer for a reservation. If we accept the reservation you have requested, you will receive a confirmation from us by e-mail or in the reservation portal.

(3) In the tent office on the Theresienwiese, reservations can be made by signing a contract directly on site.

## 4. Rights and obligations of the Ochsenbraterei

(1) In the event of a reservation, we will provide you with seats for the number of people specified in the reservation and for the agreed reservation time.

(2) After payment of the amount invoiced in accordance with Section 7 and the granting of the concession by the City of Munich, we will send you the contractual consumption vouchers and a reservation confirmation to the address you have provided. In the case of short-term reservations or reservations in the tent office, the consumption vouchers and the reservation

confirmation will not be sent. The vouchers must be collected by you from the tent office on the Theresienwiese on the day of the reservation. If the reservation concerns times when, in our experience, a tent may be closed due to overcrowding, we will send you numbered reservation wristbands at the same time as the reservation confirmation, which can be used for preferential access to the tent in the event of overcrowding. The reservation wristbands are only valid at the time of reservation and only in conjunction with the reservation confirmation or a copy of the reservation confirmation. On request, the reservation confirmation must be presented in addition to the reservation wristband.

(3) We are obliged to keep the reserved seats free for you at the start of the confirmed reservation time until a maximum of 15 minutes after the start of the confirmed reservation time. If you do not occupy the reserved seats or do not occupy them in full during this period, the seat reservation will expire with regard to the unused seats. The consumption vouchers remain valid.

(4) If you leave the table or box in whole or in part during the reservation period, the reservation for the vacated seats expires and these can be used by other guests.

(5) Standing room in the reservation area is not permitted for fire safety reasons. Remaining in the aisles in the reservation area after the reservation time is not permitted for safety reasons (escape/rescue route).

(6) We may continue to inform you by e-mail about the possibility of making a reservation after a reservation has been made, unless you inform us that you no longer wish to receive such information.

(7) We or third parties regularly take photographs and videos during the event. The focus here is on the presentation of larger groups or the atmosphere in the marquee. It is unavoidable that you may be visible on photo or video material. We carry out the processing of such image data, which is permitted within the framework of the provisions of Section 23 (1) No. 2, 3 KUG without explicit consent (images of persons as “accessories”), on the basis of our legitimate interest in self-promotion in accordance with Art. 6 (1) (1) (f) GDPR.

## **5. Rights and obligations of guests**

(1) By making a reservation, you are entitled to use the reserved seats during the reservation period and to exchange the purchased consumption vouchers for food and drinks.

(2) Your reservation period may be followed by further reservations by other guests. You are therefore obliged to vacate the seats at the end of the reservation period.

(3) The consumption vouchers sold by us can also be redeemed at other times of the same year in our marquee at the Oktoberfest, irrespective of whether the reservation has been taken. Unused consumption vouchers can be used in other Haberl Group establishments after the end of the Oktoberfest. The period of validity, conditions and an overview of acceptance points can be found on our homepage ([www.ochsenbraterei.de](http://www.ochsenbraterei.de)).

(4) The seats are reserved for you as our contractual partner. You undertake not to transfer the reservation and the reservation wristbands to third parties. The reservation wristbands may only be passed on free of charge and only to persons who are making the reservation together with you. The purchased vouchers are transferable. In particular, it is prohibited to resell or offer for sale reservations or reservation ribbons at inflated prices or with the direct intention of making

a profit. It is also prohibited to resell or offer for sale the reservation or reservation vouchers to commercial resellers or to resell or offer for sale the reservation or reservation vouchers to third parties unknown to you via internet platforms, unless this is done via the official portal published on our website. We are not obliged to make seats available to a holder of the reservation confirmation who is not our contractual partner. In the event of a breach of your obligations under this Section 5, we are entitled to withdraw from the contract concluded with you and to demand compensation.

(5) If you are unable to make your reservation in person, you are obliged to inform us in writing or in text form (e.g. by e-mail) so that we can release the reserved seats. Even if you are unable to keep your reservation, you remain entitled to use the vouchers you have purchased.

(6) The consumption of food and drink brought into the venue is prohibited. For security reasons, we reserve the right to carry out a bag check on admission.

(7) A reservation, even if it is made in several consecutive years, generally does not entitle the holder to a claim for subsequent years.

(8) In the marquee and in the outdoor area of the marquee, it is prohibited to carry out showman activities, promotional activities, press events, political events, including election campaigns, charity events, fashion shows and opinion polls, as well as performances as an encore to the music performances. Furthermore, film and sound recordings are prohibited without our permission.

(9) It is forbidden to climb on tables. Furthermore, standing on benches in the gallery area and dancing in the entire beer tent is prohibited.

(10) Drinks may only be served in beer mugs to persons with their own seats.

(11) The hygiene measures in the tent and in the outdoor area, as well as the access rules to the tent, are based on the legal regulations, in particular the regulations of the infection protection law, which apply at the time for which you have made your reservation. We are entitled to demand that you comply with these applicable legal provisions and to make the provision of the contractual services dependent on compliance with these applicable legal provisions.

(12) You are obliged to inform yourself in advance via the media and our homepage [www.ochsenbraterei.de](http://www.ochsenbraterei.de) about any cancellation of the Oktoberfest, about any hygiene requirements and about any other changes relevant to you regarding the operation of the festival tent.

## **6. Right of withdrawal**

(1) We have the right to withdraw from the contract concluded in accordance with these terms and conditions without setting a deadline if one of the following circumstances occurs:

1. we do not receive a concession for our marquee at the Oktoberfest, or
2. the Oktoberfest does not take place in total or on the day of your reservation, or
3. our concession or another official decision only allows us to operate our marquee with a smaller number of seats compared to the previous Oktoberfest, or

4. the marquee may only be operated under conditions which, in our reasonable opinion, make it impossible or improbable to operate the marquee economically and without disruption in whole or in part, or
5. a large number of our employees fall ill, making it impossible or improbable, in our reasonable judgment, to operate the festival economically and without disruption in whole or in part, or
6. a supply emergency arises with regard to the availability of electricity, gas or oil, which means that, in our reasonable opinion, it is impossible or unlikely that all or part of the marquee can be operated economically and without disruption, or
7. you are in default with a payment owed under this contract

(2) In the event of a withdrawal on our part in accordance with paragraph 1, any payments already made for the reservation and the consumption vouchers, less the processing fee and shipping costs, will be refunded in full. Otherwise, the Ochsenbraterei's obligation to perform shall lapse as a result of the withdrawal.

(3) You have the right to withdraw from the contract until September 1st of the respective year, whereby this is only possible on a table-by-table basis. After 01.09. of the respective year, withdrawal is no longer possible. In the event of your withdrawal, any payments made by you will be refunded less the processing fee and shipping costs after you have returned the vouchers to us (if already handed over). If we receive your notice of withdrawal by July 31 of the respective year, an additional cancellation fee of 10% of the value of the vouchers you ordered will be charged and offset against the amount to be refunded by us. If we receive your declaration of withdrawal after July 31st of the respective year, we will charge processing fees, shipping costs and an additional cancellation fee of 20%.

(4) Cancellations in accordance with this clause 6 must be made in writing or in text form.

## **7. Remuneration; invoice; permitted means of payment**

(1) For reservations, the costs stated in the respective offer for the reservation and the respective consumption vouchers ordered will be charged, which we will invoice to you after conclusion of the contract. A processing fee may also be charged for processing an order, the amount of which depends on the respective offer. Shipping charges are also incurred for the sending of consumption vouchers and/or reservation ribbons by post or courier.

(2) All amounts payable under this contract must be paid upon receipt of an invoice no later than 10 days from the date of the invoice or no later than 2 days before the desired reservation date, whichever is earlier. Upon expiry of this date, you will be in default without the need for a reminder.

(3) Only vouchers purchased from us, cash and EC cards with PIN number are accepted as means of payment in the marquee. We ask you to check all invoices on site, as later complaints cannot be considered.

(4) Table reservations are only possible with a minimum purchase (minimum consumption). The minimum consumption is the minimum quantity to be purchased in vouchers at the time of reservation and to be consumed at the time of reservation. If less than the minimum consumption is consumed when the reservation is made, the difference will be recalculated

when the reservation is settled. The amount of the minimum consumption for the respective table reservations can be seen on our website [www.ochsenbraterei.de](http://www.ochsenbraterei.de).

(5) All prices are subject to the applicable statutory value added tax.

## **8. Right of withdrawal**

Your right of withdrawal is excluded according to § 312g para. 2 no. 9 BGB, as there is no right of withdrawal for contracts for the delivery of food and beverages as well as for services in connection with leisure activities if the contract provides for a specific date or period.

## **9. Contractual penalty**

In the event of any culpable breach of the provisions of Section 5 (4) sentences 5 and 6, we shall be entitled to payment of a contractual penalty amounting to three times the value of the reservation concerned. The value of the reservation is the price to be paid for the table reservation and the associated consumption vouchers. The appropriateness of the amount may be subject to review by a competent court at your request. The claim to a contractual penalty shall not affect the assertion of any further damages by us. Any contractual penalty paid shall be offset against any claims for damages, with the contractual penalty representing the minimum damage.

## **10. Limitation of liability**

(1) Ochsenbraterei shall only be liable under this contract for damages (a) caused intentionally or through gross negligence by Ochsenbraterei or its legal representatives or vicarious agents or (b) resulting from injury to life, limb or health due to a breach of duty by Ochsenbraterei or one of its legal representatives or vicarious agents. The Ochsenbraterei shall also be liable (c) if the damage was caused by the breach of an obligation of the Ochsenbraterei, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the customer regularly relies and may rely (cardinal obligation).

(2) In the cases of paragraph 1, letters (a) and (b), the Ochsenbraterei's liability is unlimited in amount. Otherwise, the claim for damages shall be limited to the foreseeable damage typical for the contract. The maximum foreseeable damage between the parties shall be EUR 1,000 per claim. If you are threatened with damage that may exceed this amount, you are obliged to inform us of this immediately, at the latest 7 days after conclusion of the contract.

(3) In cases other than those mentioned in paragraph 1, the liability of Ochsenbraterei is excluded regardless of the legal grounds.

(4) The liability regulations in the above paragraphs also apply to the personal liability of the organs, employees and vicarious agents of the Ochsenbraterei.

(5) Insofar as liability under the Product Liability Act from the assumption of a guarantee or due to fraudulent misrepresentation comes into consideration, it remains unaffected by the above liability regulations.

## 11. Final provisions

(1) The law of the Federal Republic of Germany shall apply to all legal relationships between us and you, excluding the UN Convention on Contracts for the International Sale of Goods, insofar as this does not result in a consumer being deprived of the protection afforded to him by those provisions from which, according to the law which would be applicable in the absence of a choice of law, may not be deviated from by agreement.

(2) If you are a merchant, all disputes arising out of or in connection with this contract (including those concerning its validity) shall be subject to the jurisdiction of the courts in Munich.

(3) Contracts can be concluded with us in German. The currently valid reservation conditions can be found on our website. The reservation conditions valid for you will be sent to you once upon conclusion of the contract or made available for download before conclusion of the contract. Otherwise, we do not store the contract texts.

(4) We do not accept deviating, conflicting or supplementary General Terms and Conditions. This also applies if we do not expressly object to their inclusion.

(5) Amendments and additions to these reservation conditions as well as a waiver of a right under these reservation conditions must be made in writing or text form to be effective. This also applies to any amendment to this written or text form requirement.

(6) We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

(7) Should any provision of this contract be invalid or unenforceable in whole or in part or lose its validity or enforceability at a later date or should a loophole be discovered, this shall not affect the validity of the remaining provisions.