



## **GENERAL TERMS AND CONDITIONS (hereinafter referred to as GTC)**

### **1. Scope of application**

These General Terms and Conditions (hereinafter referred to as GTC) apply to the fee-based reservations at the Yama Restaurant Alte Post as well as all related services and deliveries, including any advance services carried out for the Guest. Any terms and conditions of the Guest shall not apply, unless otherwise agreed by both parties in advance. Both consumers and businesses operating commercially can be a Guest within the meaning of these GTC.

All services delivered by M&M Catering and Concierge Service GmbH are based on these GTC. They form an integral part of every contract. Changes to these GTC require a written agreement between the parties.

### **2. Conclusion of contract**

The contracting parties are M&M Catering and Concierge Service GmbH (hereinafter referred to as "Yama Restaurant Alte Post") and the customer/client - hereinafter referred to as "Guest".

The contract is concluded when Yama Restaurant Alte Post accepts the Guest's booking request. If Yama Restaurant Alte Post makes a binding offer to the Guest, the contract is concluded when the Guest accepts Yama Restaurant's quote. In both cases, Yama Restaurant Alte Post is free to confirm the booking in writing without this constituting a contractual requirement. Changes to the content of the contract are only binding once they have been confirmed in writing by Yama Restaurant Alte Post.

### **3. Services, prices, payments, offsetting**

Yama Restaurant is obliged to keep the table reservation booked by the Guest available and to provide the services agreed upon with the Guest. The table reservation is only available to the Guest for the agreed period.

The Guest is obliged to pay Yama Restaurant Alte Post the current or agreed fee for the table booked and the other services used by them. This also applies to services provided and costs paid to third parties as the Guest's request.

The menu and beverage prices in Yama Restaurant Alte Post may be changed at any time without prior notice to the Guest.

Yama Restaurant Alte Post is entitled to demand a down payment of up to 100% of the agreed compensation (including VAT) at any time. This deposit can be paid by bank transfer or credit card. The prepayment amount paid will be credited to the invoice in full, but without interest. The deposit is due at the latest and without reminder with the last written confirmation of reservation, unless otherwise agreed. Any transfer costs shall be born by the Guest. If the advance payment made by the Guest exceeds the balance invoice amount, the difference will be credited to the account used for the advance payment - if technically possible.

The Guest is in default of payment if the invoice amount is not paid at the latest on departure or is irrevocably instructed. After default of payment, Yama Restaurant Alte Post is entitled to charge interest at a rate of 5% p.a.. Yama Restaurant Alte Post also reserves the right to prove that it has suffered greater damage. The Guest is not entitled to a plea of set-off. The following payment options are offered: Cash, Maestro and Postcard as well as American Express, VISA and Diners Club credit cards.

#### **4. Cancellation by the Guest/no show**

Yama Restaurant Alte Post grants the restaurant Guests the following right of withdrawal: Reservations can be cancelled free of charge until 12:00 o'clock on the day of the reserved time at the latest. Thereafter, a cancellation fee of CHF 50.00 per guest (including VAT) will be charged if the table cannot be resold up to the reservation time.

For a group reservation (more than 8 persons) or table reservation for special events (e.g. New Year's Eve) a free cancellation up to 48 hours before the reserved time is possible. For a free cancellation for reservations of 15 persons or more, this must be made up to 2 weeks before the reserved time. Thereafter, a cancellation fee of CHF 50.00 (including VAT) will be charged per guest if the table cannot be resold up to the reservation date.

In case of no show CHF 50.00 including VAT will be charged per person for the restaurant table.

The reservation is guaranteed until 15 minutes after the agreed time without notification of a delay. In the event of a delay of more than 15 minutes, the guest is obliged to notify this delay at least by telephone. Otherwise the guest loses the reservation completely and Yama Restaurant Alte Post is entitled to charge compensation if necessary.