

Cancellation conditions

1. Validity of the cancellation conditions

The following general terms and conditions of our restaurant "Broeding" (Ritzling Gastronomiebetriebs GmbH, Schulstr. 9, 80634 Munich) are the basis for table reservations for up to 8 people via the online reservation service "Formitable". You will be redirected to this operator as soon as you click on "Reserve table" on our website. Online reservations for more than 6 people are not possible. In this case, please contact us by telephone or e-mail.

2. Legally binding table reservations

(1) You can make an online reservation with us by clicking on "Reserve a table" under the "RESERVATION" tab on our website. You will then be redirected to a reservation tool from the provider "Formitable". Here you can specify the date, the number of guests and the exact time, and select the desired menu for the respective number of people. You must also enter a valid e-mail address at which you can be contacted regularly. Finally, you will be asked to enter your credit card details. This is necessary to secure your table reservation.

(2) By submitting your table reservation, you make a legally binding commitment to appear in our restaurant at the time specified in the reservation with the announced number of people and to purchase the number of specified menus at the specified price. By reserving a table, you thus establish a pre-contractual obligation.

3. Free cancellation

You have the option of cancelling your binding online reservation free of charge no later than 24 hours before the agreed date of the table reservation. The cancellation must be made using the cancellation function of the "Formitable" reservation tool. The time at which we receive your notification is decisive for a timely cancellation. No cancellation fees will be charged if cancellation is made in good time.

4. Late arrival

(1) If you have reserved our 3-course pre-dinner menu, your table will only be available until a maximum of 8 pm. For this reason, we ask you to arrive punctually at the agreed reservation time. A delay of up to 15 minutes is generally tolerated, in which case no cancellation fee will be charged. If you are more than 15 minutes late, please contact us by telephone or change the reservation to "Formitable" in good time. The link can be found in the booking confirmation. You will get an e-mail confirmation in both cases. If not, please contact us again. If you are more than 15 minutes late without an excuse, we reserve the right to reallocate the table. If it is no longer possible for us to reallocate the table, we reserve the right to charge a cancellation fee in accordance with section 5.

(2) If you have reserved our 5-course menu, a tolerance limit of 15 minutes within the meaning of Section 4 (1) also applies to any delays. We would also ask you to contact us in good time in this case. In the event of unexcused delays of more than 15 minutes, Section 4 (1) applies accordingly.

5. Cancellation fees

(1) If you have not cancelled your table reservation in good time within the meaning of Clause 3, if you do not appear at the reserved time or if you are more than 15 minutes late without excuse, we are entitled to charge **a cancellation fee of € 70.00 per guest**. The same applies if fewer than the announced guests appear, in which case a cancellation fee of € 70.00 will be charged for each missing guest.

For the 3-course evening meal we charge a cancellation fee of €35.

(2) Should it be possible for us to allocate the table you have reserved to other guests at short notice despite the cases mentioned in Section 5 (1), you will not incur any cancellation fees or only cancellation fees calculated for the difference between the number of guests indicated (reserved) and the number of guests actually allocated. In the latter case, Clause 5 (1) shall apply accordingly.

(3) If, in addition to the table reservation (number of guests + number of menu), additional services have been ordered (e.g. special table decorations, special beverage accompaniment, etc.), we reserve the right to invoice the expenses incurred for these separately and also to claim them. We will provide you with the relevant information and evidence upon request.

6. Assertion of cancellation fees

(1) For online reservations via the "Formitable" reservation tool used by us, your credit card details will be requested. You must provide valid credit card details. If we are entitled to charge cancellation fees in accordance with Section 5 (1), we reserve the right to debit the calculated cancellation amount from your credit card account. The credit card payment is processed by the provider Stripe Payments Europe Ltd, 3 Dublin Landings, North Wall Quay, Dublin 1, Dublin, D01c4e0, Ireland, (hereinafter: "stripe") in accordance with the stripe terms of use, which you can view at <https://stripe.com/legal/ssa>.

(2) Stripe will deduct the amount of the cancellation fees charged by us from your credit card account. In the event of an assignment of our claims to stripe, you can only make payment directly to stripe itself with debt-discharging effect.

7. Your proof of lower or cancelled damages

You are at liberty to prove that no costs or significantly lower costs than those claimed by us were incurred.

8. Data protection

(1) You can find our privacy policy here <https://www.broeding.de/datenschutz.html>.

(2) You can view the privacy policy of the reservation service "Formitable" used by us at <https://formitable.com/de/privacy-cookie-statement/>.

(3) You can view the privacy policy of the online payment service "stripe" used by us at <https://stripe.com/de/privacy>.