General Terms and Conditions of DO & CO München GmbH for Events and Banquet Services at the Allianz Arena Munich

Effective January 2022

1. Scope of application

1.1 These General Terms and Conditions govern the provision of services by DO & CO München GmbH ("DO & CO") for events and catering at the Allianz Arena in Munich. Conflicting or additional terms and conditions of the customer are hereby rejected unless DO & CO expressly agrees in writing to them in full or portions thereof.

1.2 Visits to the FC Bayern Museum and/or Arena Tours in the Allianz Arena shall be governed exclusively by the "General Terms and Conditions of FC Bayern München AG (FCB) and DO & CO München GmbH (DO & CO) for the purchase of admission tickets to the FC Bayern Museum/Arena Tours via the Internet and through the Service Team," to which reference is made in this respect.

2. Offers and prices

2.1 The prices quoted are net prices and include any applicable value-added tax (currently 19 %).

2.2 Set-up and dismantling days between the hours of 8:00 a.m. and 24.00 a.m. shall be charged at 50% of the daily rent.

3. Contract conclusion and content

3.1 The contract is concluded once the customer returns the signed offer sent by DO & CO. Changes made by the customer require DO & CO's affirm approval. Verbal collateral agreements and subsequent amendments/additions to a contract are only enforceable if confirmed in writing by DO & CO.

3.2 The customer is not permitted to bring his or her own food or beverages to events. Exceptions require prior written approval from DO & CO. In such cases, DO & CO will charge a fee to cover overhead costs.

4. Scope of services and changes

4.1 DO & CO reserves the right to alter the menu composition if, for unforeseen reasons, which are not accountable to DO & CO, portions of the menu must be replaced with other dishes or beverages of comparable value. DO & CO will endeavor to notify the customer promptly and will ensure that the substitute product is as close to the characteristics of the originally planned product as possible.

4.2 The invoice shall be based on the scope of services specified by the customer and confirmed by signature in the offer. Increases in the scope of services and beverage sales shall be invoiced additionally after consumption.

4.3 The customer must notify DO & CO in writing of any changes in the number of guests to be catered for no later than five working days prior to the event's start (in the skybox areas by 12.00 noon on the preceding working day).

4.4 If the customer reports a change in the number of persons by more than 10% 14 days or later before the booked event, DO & CO shall be entitled to charge 50% of the order amount resulting from the reduction in the number of persons - unless the customer proves lesser or DO & CO proves greater damage.

4.5 In the event of a significant reduction in the number of persons (>20%), DO & CO reserves the right to substitute tables or rooms for those originally agreed upon, as well as to rearrange the seating of the guests. Nevertheless, DO&CO will try to comply with the customer's placement wishes as much as possible.

4.6 If an event exceeds the agreed time-period, DO & CO may charge a service surcharge per employee based on the offer to be able to cover the expenses for each employee.

5. Retraction

5.1 Within 14 days of signing the offer the customer has the right to revoke the contract free of charge.

5.2 Following the expiration of the period specified in section 5.1, the customer is obliged to pay the rental costs for the contractually agreed event rooms - Business Club/Säbener Lounge/Press Club/Sponsors' Lounge - to the extent that these cannot be rented to other parties.

5.3 If the customer declares withdrawal

- earlier than 6 weeks prior to the agreed date of the event, this shall be free of charge, except for the costs specified in section 5.2;
- between 6 weeks and 14 days prior to the agreed date, DO & CO shall be entitled to charge cancellation costs equal to 80% of the order sum, unless DO & CO's damage is less, or the customer proves lesser damage.
- more than 14 days before the agreed date, DO & CO reserves the right to charge cancellation fees. DO&CO shall be entitled to charge cancellation costs equal to 100 percent of the contract sum unless the damage sustained by DO & CO is less or the customer proves lesser loss.

5.4 DO & CO may withdraw from the contract up to 14 days prior to the agreed date if a soccer match is scheduled in the Allianz Arena Munich at that time, that was unknown to DO & CO at the time of contract conclusion and during which DO & CO will be unable to use the agreed premises for the contractual event. DO & CO shall notify the customer immediately upon being informed about newly scheduled matches and shall endeavor to provide the client with a new date for the canceled event in a timely manner if requested.

5.5 In the event of force majeure or labor disputes (lockout or strike), the contracting parties mutually agree on a replacement date. If no agreement can be reached, both parties have the right to terminate the contract. DO & CO shall be entitled to offset any costs incurred, particularly planning expenses, against the down payment made.

6. Special requests from customers (decoration, technology)

6.1 Immediately following the conclusion of the event, the exhibition items or other items brought by the customer must be removed. DO & CO shall be entitled to remove and store them at the customer's expense if the customer fails to do so. If the objects remain in the event room after the event has finished, DO & CO may charge room rent for the relevant duration. The customer remains free to demonstrate that the damage incurred is of lesser value, while DO&CO remains free to demonstrate that the damage incurred is of greater damage.

6.2 Complaints by the customer regarding defects or quality deviations of installations or rooms made available by DO & CO must be notified without delay to DO & CO in writing. If a complaint is not lodged within the specified time-period, the services of DO & CO are deemed approved.

6.3 In the event of a defect in the facilities provided by DO & CO, DO & CO reserves the right to repair or replace the affected item at its discretion with multiple attempts at repair permitted. If the customer does not receive the rectifications within a reasonable period of time or if the replacement delivery is also defective, the customer may demand a payment reduction and then, if the event is significantly impaired, may withdraw from the contract.

7. The customer's obligations

7.1 DO & CO ensures that the premises are in proper condition for the event execution. The customer is responsible for adhering to all applicable public laws and obtaining any necessary permits for the staging of the specific event.
7.2 DO & CO reserves the right to modify the seating arrangements in the business area and sponsor lounges. If the customer wishes to alter the seating arrangements in these areas, DO & CO must be informed in due time. If DO & CO complies with the request, DO & CO reserves the right to charge the customer for these alterations and reconfigurations.
7.3 Customer advertising measures outside the rented premises are not permitted. It is specifically prohibited to attach any form of signages to walls or ceilings. After consulting with DO & CO, it is possible to erect information signs for the event.

8. Remuneration and payment terms

8.1 DO & CO reserves the right to demand 50% of the contract amount as advance payment upon acceptance of its offer. If DO & CO exercises this right and the prepayment is not made within 14 days of receipt of a corresponding request from the customer, but no later than 14 days before the event, DO & CO shall be entitled to terminate the contract. This does not apply if the offer is accepted later than 14 days prior to the event. The payment instruction must include the date and name of the event.
8.2 Following the event, DO & CO will issue the (final) invoice. The invoice amount must be paid in full within 14 days of receipt of the invoice.

9. Technical and organizational regulations

9.1 If the customer provides his or her own decoration with DO & CO's consent, the decoration material used must comply with all applicable fire safety requirements. DO & CO shall have the right to require official proof of such. To avoid damage, the mounting and setting up of objects must be coordinated in advance with DO & CO.
9.2 The customer's use of their own electrical equipment in the rooms provided by DO & CO requires the written consent of DO & CO.
9.3 The customer shall ensure that the floor is never loaded to a force greater than 4 kn/m2. The consequences of failure to comply with this requirement shall be borne by the customer.
9.4 The event agreement shall include basic cleaning of the event rooms and common waste generated by the event. DO & CO will invoice separately for waste that is unusual in nature or quantity. The same applies to unusual soiling of the event space.
9.5 Under no circumstances may the turf be walked on. Additionally, objects may not be placed on the stadium's lawn.
9.6 In the event of a gathering of more than 250 persons, the customer shall provide for the presence of a paramedic at his or her own expense. At the customer’s request, DO & CO shall commission appropriate institutions to provide a paramedic.
9.7 In the case of musical performances, the customer is responsible for ensuring that the relevant intellectual property rights are protected (GEMA).

10. Liability

10.1 The customer is responsible for any damage to the building or inventory caused by event participants, visitors, employees, other third parties, or by the customer’s own negligence.
10.2 DO & CO shall be liable to the customer for damages resulting from breaches of duty to legal interests other than life, limb, or health if the breach was the result of gross negligence or intentional misconduct. DO & CO is also liable for simple negligence if the damage is the result of a breach of vital contractual obligations.
10.3 DO & CO shall have no liability for noise or other annoyances caused by any construction measures at the Allianz Arena Munich.
10.4 If a customer wants to take any leftover food or beverages that have not been consumed following the conclusion of the event, DO & CO shall not be held liable for any damage resulting from improper storage, transportation, hygienic treatment, or other improper handling and/or consumption.

11. Concluding provisions

11.1 To the extent that the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, Munich shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. Additionally, DO & CO shall have the right to file suit in the court having jurisdiction over the customer's registered office.
11.2 If any of these terms and conditions are or become invalid or unenforceable, the contract as a whole and the remaining provisions of these terms and conditions will remain in effect. The contracting parties are required to replace the invalid/impracticable provision with one that is as economically similar as possible, taking both parties' interests into account. The same applies to loopholes.