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# Terms and Conditions

**Glanz + Gorilla GmbH, Hansastr. 44, 80686 Munich**  
– hereinafter referred to as "**Glanz + Gorilla**"–

## § 1 Scope of the Terms and Conditions & Delivery Time

### **1.01 Scope**

These Terms and Conditions apply to all contracts concerning deliveries, the rental of items or spaces, and the planning and execution of events by Glanz + Gorilla.

### **1.02 Delivery and Service Dates**

The delivery and service dates agreed upon with the client are binding. Dates are set individually for each contract conclusion as well as for any contract amendments.

## § 2 Services, Fees & Payee

### **2.01 Services**

Glanz + Gorilla provides the space, equipment, and services necessary for the execution of events and supplies food and beverages. Glanz + Gorilla is entitled to subcontract all or part of the services to third parties. All offers are non-binding until the order is accepted.

### **2.02 Terms of Payment**

- a. 30 % of the service fee is due upon signing the offer.
- b. An additional 50% of the service fee applicable at that time is due 40 days before the first day of the event or prior to delivery.

Addendum: If the event takes place within 3 months of the offer being signed, an interim invoice for 80% of the service fee will be issued immediately

- c. After the event has taken place, Glanz + Gorilla will issue a final invoice for all booked services, taking into account any interim payments made.

- d. For all payments, an invoice with a payment term of 10 days will be issued.

### **2.03 Partner Location**

If a partner location is booked through Glanz + Gorilla, the following payment terms apply, deviating from Section 2.02:

- a. 50 % of the service fee applicable at that time is due upon signing the offer.

- b. An additional 30% of the service fee is due 40 days before the first day of the event.

Addendum: If the event takes place within 3 months of the offer being signed, an interim invoice of 80% of the service fee will be issued immediately.

- c. After the event has taken place, Glanz + Gorilla will issue a final invoice for all booked services, taking into account any interim payments made.

- d. An invoice with a payment term of 10 days will be issued for all payments.

- e. In addition, the terms and conditions of the respective partner location apply. In the event of discrepancies, these may replace or supersede individual provisions of the Glanz + Gorilla terms and conditions. Excluding § 2.03 a-d.

### **2.04 Conditions for Reductions and Minimum Turnover**

- a. A reduction in the order volume is only relevant for the final invoice if it is communicated in writing no later than 20 days before the event.

- b. In the months of June, July, and December, the number of guests may be reduced by up to 5% up to 20 days before the event. In all other months, the maximum reduction is 10%.

- c. The minimum order quantities specified in the current catering catalog must be met.

- d. For catering orders, a minimum turnover of €2,500 applies for food, beverages, statt, and logistics.

### **2.05 Weddings and Private Celebrations at a Glanz + Gorilla Location**

- a. On Saturdays from May through September, a minimum turnover of €20,000 (including statutory VAT) applies.

- b. Regardless of the date, a minimum turnover for food of EUR 4,750 (including statutory VAT) applies.

- c. Multiple clients are jointly and severally liable for all obligations arising from the contractual relationship.

- d. For weddings and private events, § 2.03 b does not apply. Compliance with the agreed minimum turnover is the sole determining factor.

### **2.06 Value Protection Clause**

If the customer price index for Germany published by the Federal Statistical Office (base: index level at the time of contract conclusion = 100= changes by at least 2% compared to the index published for the month in which the event begins, the service fee shall automatically adjust in the same proportion.

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### **§ 3 Guarantee and warranted characteristics**

#### **3.01 Organizer & Liability**

For the purpose of public law regulations, the Client is considered the organizer unless the event takes place in an event space operated by Glanz + Gorilla.

For events held at external locations (not operated or booked by Glanz + Gorilla), the Client is responsible for compliance with all relevant regulations, particularly with regard to noise, safety, and public order requirements. Glanz + Gorilla shall be liable – except in cases of intent or gross negligence – exclusively for breaches of fundamental contractual obligations and limited to a maximum of €2,000,000 for personal injury and €1,000,000 for property damages.

#### **3.02 Warranted Characteristics & Creative Discretion**

Claims by the Client for the absence of essential characteristics exist only if these were expressly warranted by Glanz + Gorilla. By placing the order, the Client acknowledges the creative services of Glanz + Gorilla as an integral part of the contract. Glanz + Gorilla is entitled to exercise reasonable creative and organizational discretion within the scope of the order.

### **§ 4 Event spaces operated by Glanz + Gorilla**

#### **4.01 Usage**

Glanz + Gorilla makes the event space available exclusively for the contractually agreed usage as specified in the order confirmation. Any other use is prohibited.

#### **4.02 Condition**

The condition of the property as specified in the contract corresponds to its condition at the time of handover at the start of usage.

#### **4.03 Alterations**

The spaces are handed over in a clean condition.

Structural alterations, painting, and decorations or structures that cannot be removed without leaving residue are prohibited.

#### **4.04 Access & Right to Issue Instructions**

Access to premises during the period of use is provided by staff assigned by Glanz + Gorilla. The instructions of the staff, particularly with regard to safety, fire, and noise protection regulations, must be followed.

Upon request, all relevant regulations will be communicated in advance.

#### **4.05 Noise Protection**

The Client shall ensure that no unreasonable noise disturbances are caused to residents or neighbors.

#### **4.06 Fire, Pyrotechnics & Smoking Ban**

Open fires, fireworks, or pyrotechnic effects must be reported in writing at least 40 days prior to the event and require approval from Glanz + Gorilla.

These are strictly prohibited in public areas. Smoking is strictly prohibited throughout the entire building complex. Releasing balloons is prohibited.

Note: Fireworks are strictly prohibited on the island in Schliersee (nature reserve).

#### **4.07 Power Supply**

The required power supply must be coordinated with Glanz + Gorilla in advance (including a layout plan).

Installations may only be performed by VDE-certified professionals using appropriately tested equipment.

#### **4.08 Special Considerations for the Schliersee Island**

Special caution is required for events on the island in Schliersee. Arrival and departure are by boat. Individuals who cannot swim must be supervised accordingly. Swimming is at your own risk.

#### **4.09 Catering**

The provision of food and beverages is the sole responsibility of Glanz + Gorilla.

#### **4.10 Theft**

Glanz + Gorilla assumes no liability for the loss or theft of items brought onto the premises (e.g., exhibits, clothing, technical equipment, or valuables). The risk is borne by the client.

#### **4.11 Damages & Cleaning**

The client is liable for all damages within the event area, regardless of whether it was caused by the client themselves or by third parties for whom the client is responsible. Damage or excessive soiling must be reported immediately.

The cleaning fee covers only normal soiling. Any additional cleaning or repair costs (e.g., due to vandalism or severe soiling) will be billed separately.

#### **4.12 Claims of Defect**

Claims of defect or operational disruptions shall only be valid if they were caused by intentional or grossly negligent conduct on the part of Glanz + Gorilla or if a defect is not remedied despite a delay.

#### **4.13 Liability Insurance**

During the duration of the event, Glanz + Gorilla provides liability insurance for personal injury and property damage within the scope of statutory provisions.

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## **§ 5 Withdrawal, Termination, and Cancellation**

### **5.01 Withdrawal by Glanz + Gorilla**

Glanz + Gorilla is entitled to withdraw from the contract or terminate an event (including during its execution) if:

- a. force majeure or official measures prevent or significantly impede the execution of the event,
- b. the intended use violates these Terms and Conditions,
- c. safety, fire, or noise protection regulations are not complied with, or compliance cannot be guaranteed,
- d. due payments have not been made (receipt of payment in the specific accounts is decisive).

In the event of violations, the ongoing event may be ended.

### **5.02 Entitlement to Payment**

In the event of withdrawal for the reasons specified in § 5.01 b–d, the entitlement to the full-service fee remains in effect. §5.01 a is excluded from this.

### **5.03 Cancellation by the Client**

Cancellations must be communicated in writing. The following provisions apply:

- a. In the event of cancellation, 30% of the service fee is generally due.
- b. Up to 12 weeks before the event: 50%  
Up to 8 weeks before the event: 80%  
Up to 4 weeks before the event: 100%
- c. In cases of force majeure or official prohibitions, the event may be postponed or canceled free of charge.

## **§ 6 Takeaway food**

### **6.01 Liability**

Glanz + Gorilla assumes no liability for food taken away by the Client or guests after the event has ended.

## **§ 7 Final Provisions**

### **7.01 Written Form Requirement**

Any amendments or additions to these Terms and Conditions must be made in writing. This also applies to any amendment to this written form requirement.

### **7.02 Severability Clause**

Should individual provisions of these Terms and Conditions be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision that comes as close as legally possible to the economic purpose of the original provision. The same applies to any gaps in the provisions.

As of May 2026