

HEILIGGEIST

General Terms and Conditions (GTC) for Restaurant HEILIGGEIST

1. General Provisions

1.1 These General Terms and Conditions (GTC) apply to all services and offers of Restaurant Heiliggeist, operated by Heilig Geist Gastronomie GmbH, Rentengasse 2, 55116 Mainz.

1.2 The company is registered with the Commercial Register at the District Court of Mainz under HR B 47278.

1.3 The company's tax number is 26/657/02072, and the VAT ID is DE310978716.

1.4 The company is represented by the Managing Director Batu Aslan.

1.5 Contact information: Website: heiliggeist.de | Phone: +49 6131 225757 | Email: info@heiliggeist.de

1.6 By using the services of the restaurant, the customer agrees to these GTC. They apply to all business relationships, in particular for dining on-site, in-house orders, online orders, delivery services, catering, and events.

1.7 The restaurant reserves the right to amend these GTC with effect for the future. Changes will be published on the website and shall apply from the time of publication, unless the customer objects within 14 days.

1.8 Deviating terms and conditions from the customer will not be accepted unless expressly agreed to in writing by the restaurant.

2. Conclusion of Contract

2.1 A contract between the customer and the restaurant is concluded through:

- On-site orders of food and beverages,
- Online orders via the website or third-party platforms,
- A confirmed reservation,
- A signed catering or event contract.

2.2 The restaurant reserves the right to reject or cancel reservations, orders, and event contracts at any time without stating reasons, especially in cases of full capacity, technical problems, force majeure, or limited availability. In such cases, the restaurant is liable only in cases of intent or gross negligence. Liability for indirect or consequential damages or lost profits is excluded. No further claims, in particular for damages, shall arise.

2.3 An order, reservation, or event becomes binding only upon explicit confirmation by the restaurant.

3. Services of the Restaurant

3.1 The restaurant offers a selection of food, beverages, catering and delivery services, as well as room rentals.

3.2 The menu is updated regularly. Seasonal variations and changes in offerings are reserved.

3.3 All prices are in euros and include statutory VAT.

3.4 Additional charges may apply for:

- Delivery fees,
- Service fees for certain events,
- Costs for special requests or modifications.

4. Reservations and Cancellations

4.1 Reservations for up to 8 people can be made by phone, online, or in person. Group reservations for more than 8 people require written confirmation. Additional conditions such as deposits or minimum spends may apply.

4.2 Cancellations for reservations up to 8 people are free of charge up to 6 hours before the reserved time. In case of no-shows or cancellations less than 6 hours prior, a flat cancellation fee of €25 per reserved seat will be charged, unless the table can be reassigned. The customer may prove that no or lesser damage occurred.

4.3 Cancellations for group reservations will be charged as follows:

- 42 days before the event: 25% of total cost,
- 28 days before the event: 50% of total cost,
- 5 days before the event: 75% of total cost,
- 24 hours before the event: 100% of total cost.

5. Online Orders & Delivery Conditions

5.1 Online orders become binding upon confirmation. Changes are at the restaurant's discretion, provided preparation has not yet started or perishable goods are not affected.

5.2 Delivery is limited to a defined delivery area and set times. Delivery outside this area cannot be guaranteed.

5.3 Minimum order amounts and delivery fees vary by location and are shown before checkout.

5.4 The customer is required to check the delivery for completeness and defects upon receipt. Complaints must be made within 2 hours of delivery.

6. Payment Terms

6.1 Accepted payment methods include cash, debit/credit card, and online payments where applicable.

6.2 Invoices are due immediately upon receipt, without deductions.

6.3 In case of late payment, a default fee of €25 and default interest will be charged.

7. Liability & Warranty

7.1 Despite utmost care, traces of allergens cannot be entirely ruled out due to production processes. Please inform our staff in advance in case of allergies.

7.2 Complaints about food and beverages must be made immediately upon receipt.

7.3 The restaurant is not liable for coats, bags, or other items brought by guests.

7.4 In case of cancellations by the restaurant, liability is limited to payments already made. Any further claims for damages, particularly consequential losses, are excluded unless due to intent or gross negligence.

8. House Rules & Guest Conduct

8.1 The restaurant reserves the right to remove guests from the premises for inappropriate behavior. Any costs incurred up to that point must be paid by the guest.

8.2 Bringing your own food and beverages is not permitted.

8.3 Dogs are only allowed with prior arrangement. Other animals are not permitted.

9. Data Protection

9.1 Personal data is stored for contract fulfillment and will not be passed on to third parties.

9.2 Customers have the right to request information about stored data at any time and to request its deletion.

10. Right of Withdrawal for Consumers (Online Orders)

10.1 According to § 312g para. 2 no. 2 BGB, no right of withdrawal exists for perishable goods.

10.2 Non-perishable goods (e.g., vouchers) may be revoked within 14 days.

11. Vouchers & Discounts

11.1 Vouchers are valid until the printed date and are not exchangeable for cash.

11.2 Discounts cannot be combined.

12. Final Provisions

12.1 The laws of the Federal Republic of Germany apply.

12.2 The place of jurisdiction for disputes is Mainz.

12.3 Should any provision of these GTC be invalid, the remaining provisions shall remain unaffected. The invalid provision shall be replaced by one that comes closest to the intended economic purpose.

12.4 In case of deviations from these GTC, the terms of the individually concluded contract shall apply.

Mainz, March 1st, 2025