

**Application for registration for the meal supply within the institution, respectively with the instructed legal entity company RWS Cateringservice GmbH, Gebäude 33, Am Alten Flughafen 1, 04356 Leipzig - in the following stated as ,RWS' -**

**Customer ID (allocation takes place by RWS) .....Group:.....**

**1. In the institution:** .....

Beginning of meal supply .....or settling in (without meals) until revoked:

**2. Information about legal representative:**

Name: ..... Surname: .....

Address: ..... Phone: .....

..... Email: .....

**3. Information about customer:**

Name: ..... Surname: ..... Date of birth: .....

**4. Type of supply and price**

Institution	Type of supply		Price per day	Please mark with a cross where applicable
Crèche/Kindergarten	Breakfast	F	€	
Crèche/Kindergarten	Lunch	M	€	
Crèche/Kindergarten	Afternoon snack	V	€	

I hereby confirm the proxy of RWS with the meal supply of the customer in the institution. I acknowledge as fee per ordered meal the current actual prices, mentioned above, that have been validated by the institution or their legal entity and at the time of the application. Alterations will be arranged only with the institution or their legal entity and are obligatory valid to the 1st of the upcoming month between RWS and the customer, after RWS has send the announcement to the customer.

For all abatement beneficiaries it is necessary to hand in the original valid written confirmation together with the meal application form. Invalid or not handed in confirmations exclude the right of an abatement of the prices. Extensions of abatement confirmations need to be handed in in time and unasked. The abatement can be taken into account starting on the day the written confirmation has reached RWS. Abatements cannot be granted retroactively.

The legal representative of the customer will of course receive a confirmation about the registration including all registered data after handing in the application.

**5. Method of payment**

<input type="checkbox"/> SEPA- Basic Debit Scheme Signature of the account holder: ..... The signature is applied to as SEPA-Basic Debit Scheme mandate until cancelled.	<input type="checkbox"/> Bank transfer Please write down your bank connection if you wish to pay via bank transfer. Credits or refunds can be then transferred to you more easily.
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**SEPA- Basic Debit Scheme Mandate**

**Creditor-ID RWS C: DE48ZZZ00000298641**

BIC:

Account holder: .....

IBAN:

The SEPA-Basic direct debit is monthly due to the 9th work day of the upcoming month. The mandate applies to the customer. I legitimate RWS to collect the payment via SEPA-Basic Debit from my bank account. At the same time I instruct my bank to encash the drawn SEPA-Basic debit of RWS of my bank account.

**6. Terms of the contract:** The meal supply will be fixed indefinitely and can be cancelled 4 weeks in written form before the end of a calendar month. The contract of the meal supply ends automatically of the contract between RWS and the contraction party comes to an end.

**7. Cancellation:** The following options are available for cancellations of meals:

Phone:		0341 9170385	Email:	bestellung@rws-cateringservice.de
Fax:		0341 9170386	Internet:	www.rws-gruppe.de/bestellung

**8. Conclusion of contract / Terms and conditions (ABG)**

a) Before the customer can attend the meal supply, RWS required the original completely filled out and signed application form. The application can be refused by RWS, if outstanding bills of the customer exist. Also, the application can be refused, if the customer demands extraordinary special meals. RWS agrees to the application after sending a confirmation of course registration including the customer ID and login details of the online ordering system. The contract of the meal supply becomes operative with the approach of the confirmation form of RWS.

b) With my signature I confirm my noticing the terms and conditions of RWS printed on the back side of the application form and comply with their validity of the contractual relationship. I confirm the correctness of the provided data and make a copy myself of the application form (front and back side) for my files.

.....  
Place, Date

.....  
Signature of the customer of legal representative

Please fill out the form in printed letters!

## **Terms and conditions (AGB) for ordering and itemized billing of the meal supply at RWS Cateringservice GmbH, Gebäude 33, Am Alten Flughafen 1, 04356 Leipzig**

1. The following terms and conditions are the basis for the privity of contract between the customer and the company RWS (in the following stated as 'RWS').
2. Required for the meal supply is the former filled out application form of RWS. Therefore, the application form needs to be filled out. As soon as the application has taken place, the customer will receive his/her individual customer ID, consisting of seven numbers, which needs to be stated for each order, login and cancellation of meals or each correspondence. Basis for the meal supply is the contract of delivery between the institution and RWS which defines the terms and prices. Changes of the terms and prices of this contract are binding between RWS and the institution after its declaration to the customer. In it the price per portion is defined, inclusions in the price are also defined. This sum, which we encash from our customer, is transmitted to a so called "Third Party".
3. Possible eligibility of abatements need to be attached to the application form. Abatement forms that are submitted too late are invalid and do not justify a claim of abatement of the price. At the same time renewals need to be handed in in time and unasked.
4. After registration at a Crèche or Kindergarten a standing order will be activated. Thus, each child is considered as present and thereby as eating, consequently with the obligation to pay. A daily purchase commitment does not exist. In-time deregistration result in cancellation of the registered meals. The choice of the menu lies with the institution.

At school the ordering of meals takes place individually by the participant based on the menu. Participants of an institution that is connected to our internet ordering system (IBS) are able to order their meals until 7 working days before the beginning of the next month. The required PIN is sent together with the customer ID after registration. The food stamps are given to the customer in time before the beginning of the corresponding month. If the food distribution takes place without food stamps and the meal selection is centralized through the institution, the same registration and deregistration of meals counts as for Crèche/Kindergarten. The ordering through our IBS is free of charge. The input of the ordering through RWS will be charged with 1,00€.

5. This consideration can be cancelled for a limited period of time in case of sickness, holidays etc. For this purpose a telephonic or written cancellation is required – also via Fax and Email. In institutions with IBS cancellations can be made online at home. The information needs to be at the latest at RWS until 7:30 a.m. of the delivering day. Our staff in the institutions will not receive any registrations or cancellations. In addition our answering machine is switched on 24 hours every day. Thereby, the customer ID, name of the customer and the institution plus the date of the cancellation or the period of cancellations need to be stated clearly. If the message is not distinctly made, the cancellation will not be registered.

With the registration the customer gives its consent for saving phone calls and their use for an argument in case of a litigation resulting of an unclear cancellation.

6. In case of serving special meals, a written medical certificate, as well as our application form for these meals, need to be handed in filled out. Our consultant for diet will get in contact with the legal guardian as soon as receiving the application form, for further procedure. The application form is available in the institutions or on our website. RWS reserves the right to decline the delivery of unusual special meals.
7. Payment of the bill is done either cashless via SEPA-Basic Debit Scheme or independently via bank transfer. SEPA-Basic Debit Scheme always takes place on the 9th working day (RWS working days are from Monday – Friday) of the upcoming month. Monthly payment information is sent to you latest one day before the planned SEPA-Basic Direct Debit. The SEPA-Basic Debit Scheme on the account of the customer is marked through the creditor-ID of RWS and the individually mandate reference of the customer (consisting of the 7-digit number and the IBAN of the customer). The account holder is obliged to provide enough money in the account. Costs which arise through reverse entry will be charged, like the overdue fines, to the customer. If the customer changes its bank account a signed permission for a new debit mandate is required, SEPA-Basic Debit Scheme comes to an end after a reverse entry. By continuation of the SEPA-Basic Debit Scheme a new written mandate of the customer is needed.

The sum that needs to be paid has to be checked thoroughly. Basis is the amount of the ordered meals in an accounting period, irrespective of their utilization. Objections against the sum need to be reported in a written way directly, at the latest within 6 weeks after the request of payment. If objections are not given in time the sum is considered as accepted. The sending of the PDF document of payment takes place free of charge via Email. If RWS has no valid Email address the document of payment is sent via Post. For this we charge a monthly fee of 1,00€.

8. By using food stamps: Quantity discount of in-time cancelled meals can only occur if the unused food stamp is sent back to RWS at the latest to the 4th of the upcoming month.  
By using the chip system: If a school/day home for schoolchildren uses our chip system we will charge a deposit fee of 5,00€. By loss or defect of the chip as a consequence of improper usage the deposit fee will be withheld and a new chip will be given. By creating a new chip the deposit fee is renewed. After cancellation of the day home for schoolchildren or school the fee is refund.
9. The registration of the meal supply can be rejected by RWS if outstanding claims towards the customer exist or unusual special meals are requested. If a customer is delayed in payment a reminder with the open positions is sent on the 20th of the upcoming month. For this reminder 5,00€ are raised. The customer can keep records about the damage or the sum. The verification about higher sums lies with RWS. If the payment is not settled at the end of the upcoming month the meal delivery can be ceased directly until all open positions are paid or cancelled without keeping of the deadline. The institution will be informed in time before the blocking of meals. At the same time, the decision lies with RWS to transfer the demand to a collection agency. Consequential costs that arise need to be paid by the customer.
10. All changes concerning the privity of contract between RWS and the customer need to be announced in a written way until the 25th of the current month. RWS needs to be informed immediately about changes of name, address, banking connection in a written way. Possible costs as a consequence of a delayed information lies with the customer.
11. It is insured that all data will be used only for the listed purposes and not be passed on to third parties.
12. Objectively justified changes of the AGB, i.e. in case of an important reason like the change of a legal basis of the supreme court, changes of market conditions, conditions, respectively, implementation and/or production of the meal supply etc., the customer will be informed in a written way according with section 10. The customer has the right of a written objection within 4 weeks. If the customer objects each party has the right of a written cancellation within 4 weeks until the end of a calendar month. If the customer does not object in time, changes of the AGB will become the topic of the contractual relationship between RWS and the customer.