



## **General Terms and Conditions (GTC) of Organic Garden School Nutrition GmbH (As of: June 1, 2024)**

### **Preamble**

The following sets forth the rights and obligations of the contractual parties that are essential for participation in school meal services provided by Organic Garden School Nutrition GmbH.

These GTCs are part of the service contract, which is concluded between the parties upon successful registration (online or analog) in the MinTec® ordering and payment system. The service contract includes location-specific provisions regarding registration, ordering procedures, payment options, meal distribution, and billing, as well as optionally the use of the kiosk service at the respective location (subject to availability) for which the registration is made.

By registering in the ordering and payment system, the participant confirms acceptance of these GTCs.

### **Contractual Parties**

The contracting parties are the registered participant (institution, student, teacher, employee) and Organic Garden School Nutrition GmbH, Gautinger Straße 38, 82234 Weßling. Registration is carried out via the registration link on our website [<https://www.organicgarden.de/school-nutrition-elternbereich>](<https://www.organicgarden.de/school-nutrition-elternbereich>). The user account is managed in the name of the person participating in the meals (schoolchildren or teachers/employees), or in the case of group orders, it is set up in the name of the institution. However, for minor children, the contracting party is the legal guardian.

### **Place of Fulfillment**

The place of fulfillment is the location (school, daycare center, after-school care center) for which the user is registered.

**Organic Garden School Nutrition GmbH**  
Gautinger Straße 38  
82234 Weßling  
+49 89 621894 00  
[info.schools@organicgarden.de](mailto:info.schools@organicgarden.de)

**Geschäftsführung**  
Till Neatby  
Martin Seitle

**Sitz der Gesellschaft**  
Amtsgericht München  
HRB 276860  
USt.-Id.DE356942849  
DE-ÖKO-006

**Bank**  
Kreissparkasse München Starnberg  
IBAN DE 08702501500029873577  
BIC BYLADEM1KMS



## Offer

The offer of Organic Garden School Nutrition GmbH is based on the current price and service list of the respective location. This can be viewed on the contact page [<https://www.organicgarden.de/school-nutrition-elternbereich>](<https://www.organicgarden.de/school-nutrition-elternbereich>) after successful registration.

Organic Garden School Nutrition GmbH reserves the right to change the offer at any time. These changes do not require the user's consent.

## Ordering and Payment System

Organic Garden School Nutrition GmbH uses the web-based and cashless MinTec® ordering and payment system for processing registrations, orders, cancellations, and payments. Unless otherwise specified for the respective location, the registration of a user account is a prerequisite for cashless meal provision by Organic Garden School Nutrition GmbH.

Registration is done once and online. In exceptional cases, registration can be completed via a form that must be sent to customer management. Afterward, a registration confirmation with personal login data for the first access to the ordering and payment system will be sent. The password should be changed after the first login, and any personal data changes must be promptly communicated via email.

With the registration confirmation, the user will also receive all other relevant location-specific provisions ("service contract"):

- Location-specific offer (price and service list)
- Ordering modalities and deadlines
- Cancellation, modification, and termination conditions

**Organic Garden School Nutrition GmbH**  
Gautinger Straße 38  
82234 Weßling  
+49 89 621894 00  
[info.schools@organicgarden.de](mailto:info.schools@organicgarden.de)

**Geschäftsführung**  
Till Neatby  
Martin Seitle

**Sitz der Gesellschaft**  
Amtsgericht München  
HRB 276860  
USt.-Id.DE356942849  
DE-ÖKO-006

**Bank**  
Kreissparkasse München Starnberg  
IBAN DE 08702501500029873577  
BIC BYLADEM1KMS



- Provisions regarding identification media on site and regulations on costs in case of loss
- Location-specific SEPA direct debit mandate for topping up the credit account
- Provisions on the automated top-up cycle and top-up amount of the credit account
- Information sheet on data processing/data protection

Unless otherwise specified for the respective location, users can choose between subscription meals (mandatory participation in meals on certain days) or spontaneous meals, as well as other location-specific menus according to the service contract in the ordering and payment system. When switching between subscription and spontaneous meals, the corresponding prices will be adjusted.

In the ordering system, allergies and intolerances (verified by a medical certificate) can also be indicated.

Organic Garden School Nutrition GmbH declares allergens and additives in the menu according to current regulations. However, each user is responsible for selecting their meals, regardless of whether allergens or intolerances have been reported.

Organic Garden School Nutrition GmbH reserves the right to make errors and changes to the menu or kiosk offer, as well as to substitute individual components (e.g., due to delivery shortages). These do not release the user from the obligation to pay for the meal order.

Ordering deadlines in the ordering and payment system are binding; additional orders are generally not possible. The ordering deadlines are specified in the service contract and in the ordering and payment system.

Users with cost coverage by a third-party payer (employer, authority, job center) are obliged to promptly notify any changes in the benefit approval via email. Meals already consumed that are not covered by the third-party payer will be billed to the user.

**Organic Garden School Nutrition GmbH**  
Gautinger Straße 38  
82234 Weßling  
+49 89 621894 00  
info.schools@organicgarden.de

**Geschäftsführung**  
Till Neatby  
Martin Seitle

**Sitz der Gesellschaft**  
Amtsgericht München  
HRB 276860  
USt.-Id.DE356942849  
DE-ÖKO-006

**Bank**  
Kreissparkasse München Starnberg  
IBAN DE 08702501500029873577  
BIC BYLADEM1KMS

[www.organicgarden.de/schools](http://www.organicgarden.de/schools)



The prices in the ordering and payment system include the current statutory VAT.

The ordering and payment system records all orders and purchases. Depending on the location, spending limits (e.g., for the kiosk) can be set in the ordering and payment system. However, Organic Garden School Nutrition GmbH does not check the use of the credit.

## **Termination**

Organic Garden School Nutrition GmbH reserves the right to terminate the contract for good cause. Good cause is particularly given if the direct debit procedure has repeatedly failed (even across semesters) and the contracting party is in arrears with payment despite a payment request. If multiple registrations have been made by the contracting party, termination can apply to all participants, even if not all accounts are in arrears. Another good cause is non-compliance with the canteen rules.

The conditions for termination by the user are specified in the location-specific service contract.

## **Liability**

The liability of Organic Garden School Nutrition GmbH is limited to intent or gross negligence.

## **Final Provisions**

Should any of the provisions mentioned here be or become invalid, this does not affect the validity of the remaining provisions.

General Terms and Conditions  
Organic Garden School Nutrition GmbH  
Gautinger Straße 38, 82234 Weßling  
As of: June 1, 2024

**Organic Garden School Nutrition GmbH**  
Gautinger Straße 38  
82234 Weßling  
+49 89 621894 00  
info.schools@organicgarden.de

**Geschäftsführung**  
Till Neatby  
Martin Seitle

**Sitz der Gesellschaft**  
Amtsgericht München  
HRB 276860  
USt.-Id.DE356942849  
DE-ÖKO-006

**Bank**  
Kreissparkasse München Starnberg  
IBAN DE 08702501500029873577  
BIC BYLADEM1KMS

[www.organicgarden.de/schools](http://www.organicgarden.de/schools)