

GENERAL TERMS AND CONDITIONS

1. SCOPE OF APPLICATION

Café Central offers special coffee break and other menus for groups of 15 people or more. These General Terms and Conditions (GTC) apply to all group reservations and long-term agreements between Palais Events Veranstaltungen GmbH, the operating company of Café Central (hereinafter referred to as "Café Central"), and the Contractual Partner.

Agreements deviating from these GTC are only valid if they have been recorded in advance in writing on the event form.

2. CONTRACTUAL PARTNER

The Contractual Partner is the person with whom Palais Events (Café Central) has concluded an agreement on catering for a group at Café Central, either on a one-off basis or on several dates over a longer period.

If the Contractual Partner is not the Organiser, or engages a commercial intermediary or agency, these will be jointly and severally liable with the Contractual Partner.

In this case, the Contractual Partner must submit a declaration from the Organiser, commercial intermediary or agency in which they undertake to assume all agreed and statutory duties and liabilities to Café Central together with the Contractual Partner.

The Contractual Partner may only assign rights arising from the contract with Café Central to third parties with the prior written consent of Café Central. In this case, the third parties are jointly and severally liable to Café Central. This does not apply when enabling individuals to participate in the event in question, either gratuitously or in return for payment.

Declarations and notifications sent by Café Central to the Organiser's last known address are deemed to have been delivered to the Organiser, if the Organiser has failed to notify Café Central of a change of address.

3. SUBJECT MATTER OF CONTRACT AND SCOPE OF PERFORMANCE

The subject matter of the contract is the performance of the agreed services by Palais Events (Café Central) on the day of the reservation or, in the case of a series of events, on all of the agreed dates.

We record the following details on an event form:

- Your choice of coffee break menu/lunch or dinner menu
- The timing of the event and the event programme
- Any special requirements
- Other agreed services (technical equipment, decorations etc.)

We then send you the form for your countersignature to confirm the reservation.

4. CONCLUSION OF CONTRACT

Café Central will send the Contractual Partner an event form (function-sheet) / contract containing all agreed services and conditions, as well as a payment schedule.

The contract between Café Central and the Contractual Partner is concluded when the Contractual Partner returns a signed copy of the events form (function-sheet) to Café Central. The date of the contract is the date on which Café Central receives the signed copy of the contract.



5. PRICES AND PAYMENT CONDITIONS

Unless otherwise recorded on the events form, the prices include all services and taxes. The prices agreed apply only for the agreed performance period, and are subject to change.

- First-time booking and advance payment
With respect to first-time bookings, an advance payment of 80 % of expected revenue specified on the event form is required.
In case of cancellation of the reservation - within cancellation deadlines stated under point 9. - the deposit will be refunded by bank transfer.
- Final account
Café Central will issue an invoice for all services provided by Café Central after the event. The invoice amount must be paid in full (less the advance payment) within 14 days of receipt of the invoice by the Organiser.
- Default interest and creditworthiness
In the event of payment delay, default interest significantly above the average government bond yields weighted by outstanding amounts (UDRB; as published by the Österreichische Nationalbank) for banks will be charged. If there are doubts about the Organiser's creditworthiness, Café Central may make the staging of an event subject to payment of a deposit equivalent to the expected invoice amount, unless such a deposit has already been paid.
- Type of payment
In the case of payment by bank transfer, the Organiser must bear all fees or additional costs incurred and indemnify Café Central for all fees, without exception. The advance payment and the invoice for the event may not be paid by credit card, because no fees may be incurred by Café Central. Any divergent conditions in this respect must be agreed in writing.

6. ENTRANCE, ALLOCATION OF PLACES AND DURATION OF USE

Groups of more than 15 people must use the entrance at Herrengasse 14. Groups are seated in our historic Arkadenhof (the original Café Central). The Arkadenhof is furnished with coffeehouse tables for four guests (subject to exceptions) and is suited to host up to 90 people comfortably. If your group is placed in our Arkadenhof or directly at Café Central remains the decision of the Café Central team though.

For a period of use extending beyond 9pm, we reserve the right to charge EUR 380.00 incl. VAT per hour plus staff costs.

For exclusive use of the Arkadenhof, as well as changes to seating arrangements (upon request or for larger groups), we reserve the right (depending on the agreement) to charge a lump sum for expenses (depending on event type and duration). If exclusive use is required for longer periods of time, we will be pleased to make a customised offer.

7. GUARANTEED NUMBER OF PARTICIPANTS

We request that you specify a guaranteed number of participants at least three working days before the event; this figure will be the binding minimum number of participants for invoicing purposes. If this information is provided late, or if changes are made to the coffee break menu ordered and/or to the number of participants, the cost of all food for the participants recorded on the event form, or those whose attendance has already been guaranteed, will be charged. If the number of participants is greater, the expenses arising from this higher number will be charged additionally. This only applies for groups of 15 people or over and not to individual participants without a reservation.

If the guaranteed minimum number of participants is less than 80% of the number specified in the contract, the number set out in the contract minus 20% constitutes the guaranteed minimum number of participants on which the invoicing of all food and beverages will be based.

8. COMPLIMENTARY POLICY

We offer our agency partners one free place for every 30 paying guests (max. three places). These free places are only granted on food consumption.



9. CANCELLATION FEES

If an event which has been contractually agreed is cancelled, the following costs occur:

- No costs accrue for the Organiser if the cancellation is made at least 14 days before the event.
- If cancellation occurs less than 14 days before the event, the Organiser must pay the full room rental fee and any lump sums for expenses, as well as all expected revenue from food and beverages.

The lump sum agreed in the contract will be used as the basis for calculating the revenue from food and beverages per person. Deviations from these cancellation conditions must be set out in writing in the contract.

10. WITHDRAWAL FROM AND PREMATURE TERMINATION OF THE CONTRACT

Palais Events (Café Central) may withdraw from the contract with immediate effect, where applicable after expiry of a reasonable grace period, if:

- the Contractual Partner does not make agreed payments in a timely manner, or is more than 30 days in arrears with payment obligations arising from other contracts with Palais Events (Café Central);
- the Contractual Partner does not submit the necessary approvals from public authorities (e.g. mandatory registration with the City Administration by the Organiser) in a timely manner, or the authorities forbid the event;
- the event contravenes agreements with, or does not meet the standards of Palais Events (Café Central), breaches legal provisions, or there is a risk of a breach of the peace;
- fulfilment of the Contract is not possible due to force majeure, such as strikes or other circumstances for which Café Central is not responsible.

The Contractual Partner may completely or partially withdraw from the contract without stating reasons. In the case of withdrawal from the contract, the Contractual Partner must pay a cancellation fee in accordance with point 9 above.

DISRUPTION TO THE SMOOTH RUNNING OF THE BUSINESS AND REPUTATIONAL DAMAGE

Both parties are entitled to terminate the contract with immediate effect – including during the event in question – and to terminate the event if it poses a threat to the smooth running of the business or the reputation of Café Central. The Organiser may withdraw from the contract if it is not at fault for such threat to the smooth running of the business.

In all such cases, claims of the Organiser for damages of any kind against Café Central are excluded, unless Café Central bears sole responsibility for the event not taking place or being terminated. If the event will not take place, Café Central must notify the Contractual Partner of this without delay.

In all these cases, Café Central is entitled to payment of the agreed fee pursuant to section 1168 Allgemeines Bürgerliches Gesetzbuch (Austrian Civil Code, ABGB), meaning that Café Central must accept a deduction of the amount saved as a result of the event not taking place or being terminated, or the amount earned by using the premises and services agreed under the Contract for different purposes, or the amount lost by intentionally failing to use the premises and such services for other purposes.

11. LIABILITY

PALAIS EVENTS (Café Central)

Café Central guarantees the performance of services in accordance with the contract and is liable for any damage to property caused intentionally or by gross negligence on the part of Café Central, its employees or vicarious agents.

Claims for damages against Café Central are limited to the amount of the agreed fee. Liability for loss of profit or other consequential damage is excluded.

Café Central assumes no liability for damaged, lost or stolen items brought to the event location before or during the event by the Contractual Partner, its employees, contractors, visitors or guests.





ORGANISER

The Organiser bears the entire risk of the event, including preparation, setting up, staging and dismantling. The Organiser is liable for all damage as well as any consequential damage caused by it, its contractors or employees, or visitors to or guests at the event, irrespective of who suffers a disadvantage as a result.

In any event, and in accordance with its statutory liability, the Contractual Partner is liable for all damage to the building and/or equipment and furnishings, as well as for damage due to exceeding the agreed maximum number of visitors, an insufficient number of supervisors or clearance of the venue in violation of the contract.

The Contractual Partner agrees to fully indemnify and hold Palais Events (Café Central) harmless in respect of such damage. Where possible, damage must be rectified without delay, in agreement with Café Central. If this is not possible, the damage will be rectified by Palais Events (Café Central) at the Organiser's expense.

PERSONS ACTING ON BEHALF OF THE ORGANISER

Persons who sign the contract or order on behalf of the Organiser are jointly and severally liable with the Organiser for the fulfilment of the obligations under the contract. The Organiser must specify its legal representatives in the contract. If no legal representatives are specified, Café Central is entitled to regard persons who sign the contract as such representatives.

12. WIFI

Where available, Café Central will provide free WiFi for the Organiser. Café Central cannot guarantee availability and will not assume any responsibility whatsoever for misuse by the Contractual Partner or its employees, contractors, visitors or guests. The Contractual Partner bears the costs for support services and must compensate Café Central for such services.

13. DATA PROTECTION

The Contractual Partner expressly consents to the automated processing by Café Central of the personal data provided by the Organiser and the use of such data by Café Central for direct marketing purposes, in accordance with the applicable legal provisions.

Given the particular nature of providing event services, it is essential to be able to store and to forward the personal details of the participant in an event. The Customer consents to place participants' personal details at the disposal of Café Central, and offers the same consent concerning the details of companies which are required for the provision of agreed services, and the Customer accepts that personally-related details may be passed on – in the interests of the satisfactory completion of services ordered – to:

- Service providers;
- Public authorities, banks, for purposes relating to official reporting obligations, taxation requirements and other legally stipulated purposes; and
- within our group of companies as joint controllers (Art. 26 GDPR) in order to provide, analyze and optimize our products and services and those of our affiliated companies in our legitimate interest, to the extent permitted by law and on the basis of our group data protection agreement, including legal advice, accounting, claim management and group-wide strategic measures such as the optimization of our customers' master data, market analysis, our marketing and cross-selling activities, as well as product and process optimization.

If it should arise that the transmission of data comes to be processed not by data subject himself/herself but by other representatives of the Customer, then the Customer accordingly agrees to notify the data subject being affected by the transmission of their data to Café Central, and to the categories of recipients defined above. Café Central shall treat such data in confidence as required by the applicable data-protection provisions, and shall pass the data to third parties only if this is necessary for purposes of the representation service that has to be provided, or if such sharing of data is obligatory under legal regulations. A detailed description of joint rights & obligations – together with an indication of the contact persons competent to deal with questions on data protection – can be found on www.cafecentral.wien/en/privacy-statement/, in the section dealing with the data-protection declaration.





MONITORING OF SECURITY-RELEVANT PROCESSES

In order to be able to guarantee security, you give your consent that we can investigate security-relevant processes (e.g. theft, burglary, assault, alarms etc.) and record people who are in the affected areas or rooms (in order to be able to identify them if necessary), to be supervised by means of surveillance cameras including playback and recording devices.

The recorded data will be stored for a maximum of 168 hours (7 days) and will be deleted after this period by overwriting the data. This does not include data from security-relevant processes that are required for investigation and evidence purposes. You also give your explicit consent that we may play the recorded data immediately after a security incident (e.g. theft, burglary, assault, alarms, etc.), e.g. to make this data available to security authorities for search purposes.

14. REGULATION (EU) NO 1168/2011 (FIC)

Café Central will label the 14 substances or products causing allergies as specified in the relevant legislation (Regulation [EU] No 1169/2011 Lebensmittelinformationsverordnung [European Food Information to Consumers Regulation]). However, there are other substances or products that may cause food allergies or intolerances. Despite careful preparation, the food provided may also contain traces of other substances or products used in the kitchen during the preparation process in addition to the labelled ingredients.

15. NO-SMOKING-RULE

The provisions of the Austrian Tobacco Act (§§ 12 – 13) apply in the facilities hired / Café Central and must be adhered to by the event organizer and attendees.

According to the amendment of the Austrian Tobacco Act the protection of non-smokers has to be assured for any event as well as in any culinary establishment. In all for guests accessible areas (except open area), in which food and/or beverages are served respectively consumed, the non-smoking-rule has to be observed. Following the smoking-ban applies in all premises of Palais Events Veranstaltungen GmbH / Café Central.

16. FIRE SAFETY PROVISIONS

Fire extinguishers and other safety equipment must not be obstructed, covered or blocked. All corridors in the rooms, as well as exits and emergency exits must be kept clear across their entire width and must not be blocked by set-up material, means of transport, building components or other items.

Performances that include naked lights and flames or pyrotechnics are not permitted. If smoke machines are to be used, Café Central must be informed three weeks in advance and a fire safety officer must be present at the event.

Any use of fire, particularly indoor fireworks, is strictly forbidden in the event spaces, in the approaches to the event spaces, in corridors, on stairs and in the entire entrance area. This also includes use of naked flames (except candles as part of the agreed decorations), flambéing, cooking (browning, heating etc.) and the use of gas.

17. OBLIGATION TO ATTEND

The Contractual Partner must ensure that it or an authorised representative is present and constantly available by telephone for the entire period of use.

18. APPLICABLE LAW AND JURISDICTION

This contractual relationship is governed exclusively by Austrian law under exclusion of its conflict of law rules. The place of jurisdiction is the competent court for the first district of Vienna (Innere Stadt).

Amendments and additions to the contract, including to individual passages, must be made in writing. The details stated are accepted upon signature by both parties.

Last updated January 2022

