

GENERAL TERMS AND CONDITIONS

of Birngruber Gastronomie GmbH, Lindenweg 11, A-5310 Mondsee

1. BILLING: We strive to present the costs to you as precisely and transparently as possible. Therefore, please note, that the cost breakdown is calculated based on the number of guests according to your information. Significant deviations from the assumed number of persons or short-term changes can cause additional costs in the area of variable costs, such as employees & beverages, which are calculated according to consumption. In order to ensure a smooth running of the event, we generally ask for the announcement of the desired changes in the offer as well as the final number of guests at the earliest time possible. Unless otherwise agreed in writing, the number of guests must be fixed in writing by the customer no later than 5 working days before the event. Should the number of guests be adjusted upwards, we will try to cover the corresponding additional requirements to the best of our knowledge and belief when the customer announces the information. Any additional costs incurred as a result shall be borne by the customer. All prices are net, this means plus statutory vat. For self-paying events that have a total turnover of € 450,00/ net, we reserve the right to charge the client/organiser for the work done, including preparation and follow-up times.

2. SHIPPING AND PAYMENT: When placing an order, a down payment of 60% (sixty percent) of the order amount, including applicable taxes, must be transferred to the respective account. If this deposit does not arrive no later than 20 working days before the start of the event, the contract shall be deemed to have been cancelled. The remaining sum is due with the accounting and transferred to the respective account. Our payment deadline is 10 business days after receipt of the invoice without deduction. In the case of no payment received within this payment deadline, we charge 9% default interest p.a. Our extensive organic range is subject to seasonal changes. If individual items are temporarily not available, we reserve the right to exchange for at least equivalent goods. The goods and prices offered are therefore subject to change.

3. CANCELLATION FEE: For orders that are cancelled by the client from 10 working days before the start of the event, the entire order volume will be invoiced. In the case of orders cancelled by the client from 20 working days before the start of the event, 50% of the total order volume will be invoiced.

4. ELECTRICITY, WATER, GARBAGE, OPERATING, INSTALLATION & FINAL CLEANING COSTS: Are taken over entirely by the organiser and commissioned directly. If the organiser does not order cleaning, a handling fee of 5% will be charged. Exact power request can be announced in detail after placing the order. The waste disposal is carried out entirely by the organiser. The resulting costs will be covered by the organiser.

5. MANIPULATION ROOM: On the part of the catering industry, a manipulation room is required. After the order is placed the size is announced, any costs are borne entirely by the organisers. This is charged at approx. 1,5m² per person.

6. EMPLOYEE COSTS: The employee costs are billed according to actual effort and hours worked. According to the statement of our personnel service provider, the employee costs are invoiced separately, taking into account the collective agreement for personnel service providers in the current version. Please note that the minimum operating time per service, set-up and kitchen staff is 4 hours. Sundays and public holidays are charged at a 100% surcharge, overtime from 8 hours of work is charged at a 50% surcharge. These surcharges are not included in the offer. If 12 hours are exceeded, the maximum daily working time is exceeded by collective agreement. The catering of the employed employees is charged to the organiser at cost price. Any travel costs will be charged to the customer. All our service staff are dressed uniformly. For the following employees we charge: For service, event, kitchen as well as set-up & dismantling management € 45,00. For chefs € 38,00. Service, bar staff, as well as set-up and dismantling assistants € 32,00. For assistants in the kitchen or at the buffet € 30,00. These prices are net per person/h.

7. TRANSPORT COSTS, SPECIAL FURNITURE & EQUIPMENT: For special furniture of the event outside of a radius of 30km as well as more than 14 pallet places, we calculate the transport costs according to actual effort, from our warehouse location in Eugendorf as follows: small trucks up to 3.5 tons € 1,00/kilometer for motor cars up to 24 tons € 1,75/kilometer. These prices are net excluding employee costs.

8. SETTING UP & DISMANTLING TIMES: The organiser undertakes to ensure that construction can be started by Birngruber Gastronomie GmbH at least 24h before the start of the event, as well as at least by 12 hours after the event. All resulting additional costs shall be borne by the organiser. Should exemptions be necessary with regard to delivery or removal, the organiser must ensure that these are requested in due time and that these are transmitted to Birngruber Gastronomie GmbH. Not including employee costs.

9. CATERING FLAT RATE: The catering package includes porcelain, glasses, cutlery as well as the necessary kitchen equipment from our standard offer. We are happy to offer individual solutions.

10. BUFFET SIGNAGE, MENU CARDS: Buffet signage including allergen labels are included in the price. If additional table or menu cards are desired, they are created at an extra cost.

11. DECORATION, LIGHT AND SOUND ENGINEERING, TENTSOLUTIONS, PLAN CREATION, MUSIC, PHOTOGRAPHY: Our offer does not include any of these additional services. However, we are happy to support you with our competent and proven partners in the implementation of your wishes.

12. COMPLAINTS: Complaints must be communicated to the event manager orally without delay. If the client fails to comply with his obligation to notify and the defects cannot be remedied in due time during or until the end of the event due to the conduct of the client, no claims for damages by the client can be derived from the defects found. After the end of the event, all internal control lists of the caterer will be presented to the client of the persons entitled to subscribe, which have been announced in advance and confirmed by his or her signature. If the client does not check the control lists of the caterer on site or immediately objects and no signature from the client is available, the internally maintained control lists of the caterer will be considered correct. Subsequent written complaints after accounting will therefore no longer be accepted.

13. LIMITATION: Any claims of the contractual partner against Birngruber Gastronomie GmbH must be asserted in writing within 2 weeks after the end of the event, otherwise they are considered time-barred.

14. REGISTRATION: As the organiser, you are responsible for any official authorisations, in the case of music performances, also for registration and billing with the AKM.

15. LIABILITY: Items brought along, in particular decorative material, must comply with fire police requirements. An assembly must be agreed with the event manager. The organiser is liable for the damages caused during assembly or disassembly. The organiser is liable for all the damages caused by external influence, the property of Birngruber Gastronomie GmbH, such as burglary, theft, fire, storm and higher forces of nature. The organiser must provide insurance cover on site. The promoter has appointed a person responsible for the current Covid-19 guidelines. The caterer must be held unharmed.

16. NON-FULFILLMENT: Strike, fire, terror, car accidents, as well as serious circumstances preventing the operation of the service of Birngruber Gastronomie GmbH, in particular cases of force majeure, entitles the latter to resolve the agreements concluded in any form without any obligation to pay damages. If the event is not possible due to a pandemic or by a decree of the Austrian Federal Government or the respective state government, the following regulation will enter into force.

1. If the organiser announces a postponement of the event up to 20 days before the start of the event, there will be no costs. If the event is postponed within 20 days before the start of the event, point 16.2 shall enter into force. If the promoter does not specify a new event date in any of the above points within a period of 14 days, point 16.2 shall enter into force 2. In case of a cancellation from 14 days before the start of the event, the hours already worked according to the record and the goods already ordered (food and drinks, which cannot be returned to the respective supplier 100%) will be billed to the organiser. 3. In the event of cancellation on the date of the start of the event, the hours already worked shall be recorded (preparation, assembly and dismantling, implementation) | the costs defined according to the offer for the goods already ordered (food 100% and drinks, which cannot be returned to the respective supplier to 100%) | the round-trip transport for the infrastructure (equipment and furniture) as well as the cancellation fees of external service providers are to be paid by the organiser. 4. In the event of interruption of the event due to checks prescribed by security or health bodies to identify suspected cases among the participants (customers, guests, employees, etc.) in events based on self-payers | loss of revenue and the cancellation fees of external service providers is to be paid by the organisers. In the case of events on overall bill the cancellation fees of external service providers | 100% of the costs of the food already ordered and processed and 100% of the costs of the food that cannot be returned to the respective supplier, the costs for the infrastructure (equipment and furniture) and its outward and return transport, as well as the hours already worked and still incurred are invoiced according to the record.

17. PLACING OF ORDER: The order can only be placed in writing.

18. JURISDICTION: Austrian law applies exclusively, and the place of jurisdiction is the competent court for Mondsee.

PRIVACY POLICY: 1. Personal data collected from or transmitted by the customer may be used for the fulfilment of the business purposes of Birngruber Gastronomie GmbH within the scope of the statutory data protection regulations. 2. Birngruber Gastronomie GmbH and its affiliates are also entitled to use the personal data to contact you by letter, e-mail, telephone or fax. This consent can be revoked at any time in writing by e-mail to admin@chefpartie.at. 3. The customer must ensure the data protection requirements of the above uses by appropriate measures (e.g. consent of his employees). The customer is liable to Birngruber Gastronomie GmbH for the damages and expenses of this obligation and is obligated to breach Birngruber Gastronomie GmbH upon first request of corresponding claims of third parties. This consent can be revoked at any time in writing by e-mail to admin@chefpartie.at. 4. The customer accepts that all data of the customer, which will be disclosed at the time of placing the order, as well as all agreements and orders in this connection, will be passed on to the tax office or the tax advisor of Birngruber Gastronomie GmbH. The customer accepts that all his data, which will be disclosed at the time of placing the order, as well as all agreements and orders in this connection, all correspondence relating to the booking and its facts, will be passed on to suppliers, public authorities, tax office, courts, legal representatives and legal protection if necessary. This consent can be revoked at any time in writing by e-mail to admin@chefpartie.at.
January 2021.

