Familie
KOLARIK
GASTFREUNDSCHAFT • SPÜRBAR • NACHHALTIG

General Terms and Conditions for the Hospitality Sector

As at 15.10.2025

1. Scope of application

1.1. These General Terms and Conditions for the Hospitality Sector (hereinafter referred to as "GT&C 2024") lay down the legal relationship between the Proprietor and the Contracting Party / Customer and apply to all Bookings made and services provided in this relationship.

1.2. The services of the Proprietor, which are laid down in more detail below, are offered strictly on the basis of these General Terms and Conditions. Terms and conditions of the Contracting Party that differ from or supplement these GT&C 2024 shall only be effective if they have been agreed explicitly and in writing.

1.3. These GT&C 2024 do not exclude special agreements and are subsidiary to individual arrangements.

1.4. By making a Booking – by whatever medium – the Contracting Party confirms that they have read and understood the Terms and Conditions and agree to them.

1.5. The Proprietor reserves the right to amend the GT&C 2024 at any time, provided this is reasonable for the Contracting Party, to update them to current circumstances, and to adapt them to the legal requirements.

2. Definitions of terms

2.1. Catering	providing/serving food and beverages in the Catering Facility of the Proprietor
2.2. Hospitality Contract	This is a legal agreement signed between the Proprietor and the Contracting Party. The agreement is focussed mainly on Catering and its content is detailed below.
2.3. FAGG	Austrian Distance and Off-Premises Contracts Act in the current version
2.4. Distance selling	as defined in § 3 of the FAGG
2.5. Catering Facility	facilities outside or inside a building where Catering for Customers is provided by the Proprietor
2.6. Proprietor	A natural person or a legal entity who, as the operator of the Catering Facility, caters for Customers for a fee or rents out premises and provides related services.

2.7. Customer	A natural person who makes use of hospitality. The Customer is usually also the Contracting Party. Persons who are catered for in the company of the Contracting Party are also considered to be Customers.
2.8. KSchG	Austrian Consumer Protection Act 1979 in the current version
2.9. Consumer	as defined in § 1 of the KSchG
2.10. Trader	as defined in § 1 of the KSchG
2.11. Booking	binding offer by the Contracting Party to enter into a Hospitality Contract
2.12. Contracting Party	a natural person or a legal entity, who signs a Hospitality Contract as a Customer or on behalf of a Customer

3. Conclusion of Contract / Contract content

3.1. The Hospitality Contract is concluded when the Proprietor accepts the Customer's Booking verbally or in writing – at the latest by providing hospitality – after checking availability. From this moment on, the Proprietor and the Contracting Party are bound by the Hospitality Contract.

3.2. By providing account or credit card details, the Contracting Party explicitly agrees to debiting all charges incurred – in particular deposits and any cancellation fees (in accordance with clause 7 below) – without further consultation with the Contracting Party using the direct debit authorisation procedure for the selected payment method.

3.3. The prices listed in the Proprietor’s current price list at the time of conclusion of the Contract and the prices agreed by individual arrangement form the basis for a payment.

3.4. For all Bookings, the Contracting Party has to provide their full name (company), address, e-mail address (if available) and telephone number, as well as the exact number of Consumers to be catered for and the scope of the desired hospitality.

3.5. These details form a central part of the Contract and are the basis for invoicing the Contracting Party. Exceeding or falling short of the booked number of persons is only permitted with the explicit consent of the Proprietor. The contractually agreed number of Consumers will be used as the minimum number for invoicing purposes. If the agreed number of Consumers is exceeded with the consent of the Proprietor, the actual number of Consumers will be charged. If the agreed number of Consumers is not reached, the cancellation terms as defined in clause 7 below apply.

3.5. If no other agreement is made regarding consumption, e.g. a flat rate, all food and beverages consumed will be invoiced by the Proprietor according to the actual consumption and the order value stated on the current price list. An amount of EUR 35.00 per booked Consumer is agreed as the minimum consumption, which must be paid even if the catering services are not used.

4. Special arrangement for Contracts concluded with a deposit

4.1. The Proprietor is entitled to conclude the Hospitality Contract on the condition that the Contracting Party pays a deposit. In such a case, the Proprietor is obliged to inform the Contracting Party of the required deposit before accepting the written or verbal Booking of the Contracting Party. If the Contracting Party agrees to the deposit (in writing or verbally), the Hospitality Contract is concluded upon successful debiting or payment of the deposit. As of this time only, the Hospitality Contract concluded under the condition of a deposit becomes binding for both parties. Until this time, the Booking can be cancelled by either party free of charge and without giving a reason.

4.2. Upon acceptance of the offer by the Proprietor, the deposit is to be paid immediately, unless a later deadline has been agreed. The transaction costs (e.g. transfer charges) shall be borne by the Contracting Party. For credit and debit cards, terms and conditions of the respective card company apply.

4.3. The deposit is a part payment of the agreed price.

5. Special arrangement for distance selling Contracts

5.1. Electronic correspondence shall be considered to have been received if the party for whom it is intended can access it under normal circumstances and if it is received during the Proprietor's announced business hours.

5.2. In the case of Bookings made by means of distance communication, acceptance by the Proprietor occurs exclusively via a booking confirmation sent by email/post or – in the case of an agreed deposit – with a successful debit by the Proprietor or with a successful bank transfer by the Contracting Party. For the deposit, the Proprietor charges the amount/percentage stated in the booking terms to the Contracting Party's credit card / account.

5.3. In the case of online Bookings, a Booking can only be made once all mandatory fields in the Booking window have been entered completely and correctly and the GT&C 2024 have been explicitly accepted using the application provided in the Booking window.

5.4. The Hospitality Contract is concluded when the Proprietor accepts the Booking of the Contracting Party.

5.5. The Contracting Party is solely responsible for the correct entry/disclosure with regard to the data. If the Booking process was merely erroneous due to incorrect or incomplete data being entered/provided, the Booking can either be corrected by the Proprietor or another booking confirmation can be issued. In all cases of complaints, the Contracting Party has to present a booking confirmation, otherwise catering may be refused by the Proprietor. The electronic booking confirmation from the Proprietor serves as the only acceptable proof that the Booking has been duly made and is therefore to be carried by the Contracting Party and presented to the Proprietor's staff in the event of complaints.

5.6. The Contracting Party acknowledges that due to the necessary data communication via the Internet and other data lines, there may in exceptional cases be issues with the Booking, from which no legal consequences can be taken.

6. Withdrawal by the Proprietor from the Hospitality Contract

6.1. If the Contracting Party / Customers do not appear within 20 minutes of the agreed time of Booking, the Proprietor is not obliged to provide hospitality – unless a later arrival time has been agreed.

6.2. If the Contracting Party has paid a deposit (see clause 4 above), the Booking will be held for 90 minutes after the agreed booking time.

6.3. The Hospitality Contract may be terminated by the Proprietor's unilateral declaration for objectively justified reasons no later than three months before the agreed hospitality of the Contracting Party or Customers.

7. Withdrawal by the Contracting Party – Cancellation fee

7.1. The services offered by the Proprietor are leisure services as defined in § 18 (1) (10) of the FAGG, which are provided at a specific time within a precisely specified time range. The Contracting Party therefore has no right of withdrawal pursuant to § 11 (1) of the FAGG.

7.2. Withdrawal by the Contracting Party's unilateral declaration is only possible against payment of the following cancellation fees:

- at least 15 days notice 0%
- 14 to 8 days notice 50%
- 7 to 3 days notice 80%
- 2 to 1 days notice 90%
- on the final day 100%

For events taking place between 15 November and 23 December, the following exceptions apply:

- Until 31 October: 0%
- From 1 November: 100%

7.3. If the number of Consumers falls short of the booked one to the below listed extent, a partial withdrawal – by unilateral declaration of the Contracting Party – to the extent of the number of Consumers being reduced is possible without paying a cancellation fee:

- at least 15 days notice 100%
- 14 to 7 days notice 30%
- 6 to 2 days notice 10%
- 1 day notice 0%

For events taking place between 15 November and 23 December, the following exceptions apply:

- 14 to 7 days notice 30%
- 6 to 2 days notice 10%
- 1 day notice 0%

7.4. If the number of Consumers falls short of the booked one by more than the number of Consumers stated under sub-clause 7.3 above, a partial withdrawal – by unilateral declaration by the Contracting Party – to the extent of the number of Consumers being reduced is only possible upon payment of the cancellation fees stated under sub-clause 7.2 above.

7.5. The respective cancellation fees take into consideration the costs that the Proprietor has avoided by not providing the service(s). These costs are deducted from the agreed total amount or the total value of the agreed services (food and beverages), any flat-rate agreements, or – in the absence of an agreed consumption service – from the amount of EUR 35.00 per booked Consumer.

7.6. Any deposit already paid will be deducted from the cancellation fees stated under sub-clauses 7.2 and 7.3.

7.7. Withdrawal by the Contracting Party is only effective if it is made in writing.

8. Arrival obstacles

8.1. If – due to unforeseeable exceptional circumstances (e.g. extreme snowfall, flooding, etc.) – the Contracting Party or the Customers are unable to appear at the Catering Facility on the booked day because all travel options are unavailable, the Contracting Party is not obliged to pay the agreed fee.

8.2. If the Contracting Party or the Customers cannot appear at the Catering Facility on the booked day due to illness, the Contracting Party is obliged to pay the agreed fee; the Proprietor is obliged to cater for the Customers.

9. Rights of the Contracting Party

9.1. By concluding a Hospitality Contract, the Contracting Party is entitled to the usual catering and service, as well as the use of the facilities of the Catering Facility, which are generally accessible to Customers for use without any special conditions.

9.2. If facilities are not available or cannot be used for technical reasons, the Contracting Party is not entitled to a fee reduction.

9.3. The Contracting Party is obliged to exercise their rights in accordance with any Customer guidelines (house rules).

10. Obligations of the Contracting Party

10.1. The Contracting Party is obliged to pay the agreed fee plus any additional charges incurred due to extra services consumed by them and/or the Consumers accompanying them plus – if not yet included – statutory VAT by the end of the hospitality service at the latest.

10.2. The Proprietor is not obliged to accept foreign currencies. If the Proprietor accepts foreign currencies, these will be accepted as payment at the current exchange rate wherever possible. Should the Proprietor accept foreign currencies or cashless payment methods, the Contracting Party bears all related costs, such as making enquiries with credit card companies, etc.

10.3. The Contracting Party and Consumers accompanying them are jointly and severally liable to the Proprietor for any damage caused by the Contracting Party or other persons who receive services from the Proprietor with the knowledge or intention of the Contracting Party. The Contracting Party / Customer fully indemnifies and holds the Proprietor harmless against any third-party claims.

10.4. It is not allowed to bring in any food or beverages without prior permission from the Proprietor.

10.5. The Contracting Party is responsible for compliance with all statutory and official regulations – in particular those relating to the Austrian Licensing Act, Copyright Act and Events Law, as well as the Vienna Fire Police Act, the Vienna Youth Protection Act in the current version, and the Tobacco and Non-Smokers Protection Act in the current version – and has to follow the Proprietor's instructions in this regard. Unless otherwise specified by law, the Contracting Party is obliged to obtain official permits at their own expense and to fulfil all official requirements at their own expense.

10.6. All decorations must comply with fire safety regulations and, like any other items, may only be used with the permission of the Proprietor. Attaching of any decorations to the walls using adhesives, adhesive strips, furniture staples, nails, and screws is strictly prohibited. Any items brought to an event must be removed by the Contracting Party promptly after the event. If the removal fails to take place immediately, the Proprietor has the right to have this done by a third party at the expense of the Contracting Party or to charge room hire fee for storage.

11. Rights of the Proprietor

11.1. If the Contracting Party refuses to pay the agreed fee or is in arrears with payment, the Proprietor is entitled to the statutory right of retention as defined in § 471 of the Austrian Civil Code (AGBG) to the items brought in by the Contracting Party or the Customer. The Proprietor is also entitled to this right of retention to secure his claim arising from the Hospitality Contract, in particular for catering, other expenses incurred for the Contracting Party and for any claims for compensation of any kind.

11.2. If the Proprietor grants special requests of the Contracting Party or Customer, the Proprietor is entitled to charge an extra fee. However, this extra fee or the method of calculation must be disclosed to the Contracting Party / Customer before the service is provided by the Proprietor. The Proprietor may also refuse these services for operational reasons.

11.3. The Proprietor has the right to invoice or interim invoice their services at any time.

12. Obligations of the Proprietor

12.1. The Proprietor is obliged to provide the agreed services to an extent in accordance with his standards.

12.2. The statutory warranty conditions apply.

13. Limitation of liability

13.1. If the Contracting Party is a Consumer, the liability of the Proprietor – also for items brought in – for ordinary negligence, with the exception of personal injury, is excluded.

13.2. If the Contracting Party is an entrepreneur, the liability of the Proprietor and his vicarious agents – also for items brought in – for ordinary negligence or recklessness is excluded. In this case, the Contracting Party bears the burden of proof for the existence of fault. Any consequential or immaterial loss will not be compensated. The amount of loss to be compensated will in any case be limited to the amount of the interest in the existence of the Hospitality Contract.

13.3. No liability is accepted for lost items belonging to the Contracting Party / Customer.

13.4. The Proprietor endeavours to immediately rectify faults in technical equipment and other facilities provided directly by the Proprietor. The Proprietor is not liable for failures of these facilities, the power grid, or other infrastructural installations.

13.5. Liability is excluded in any case in which the Contracting Party and/or Customer does not immediately report the occurred defect to the Proprietor. In addition, these claims must be asserted in court within three years of knowledge or possible knowledge by the Contracting Party or Customer; otherwise, the right becomes invalid.

14. Pet ownership

14.1. Pets may only be brought into the Catering Facility with the prior consent of the Proprietor.

14.2. The Contracting Party who brings a pet with them is obliged to adequately look after this pet during their stay or to have it supervised by a responsible third party at their own expense.

14.3. The Contracting Party or Customer taking an animal with them must have an appropriate third-party liability insurance or a personal liability insurance that also covers possible damage caused by animals. Proof of the relevant insurance is to be provided at the request of the Proprietor.

14.4. The Contracting Party and their insurer are jointly and severally liable to the Proprietor for any damage caused by pets brought onto the premises. The damage includes especially any compensation that the Proprietor has to pay to third parties.

15. Vouchers

15.1. No vouchers of any type will be redeemed in cash. The validity period of vouchers is stipulated and defined on each individual voucher, but they must be redeemed or exchanged no later than 5 years from the date of issue. In the event of loss of vouchers of any type, the Proprietor will not replace them.

16. Amendment to the Hospitality Contract

16.1. The Contracting Party has no right to demand any changes to the method and extent of hospitality. If the Contracting Party communicates their wish to amend the Hospitality Contract in good time, the Proprietor may agree to the amendment of the Hospitality Contract. The Proprietor has no obligation to do so.

16.2. The Proprietor may provide a different kind of Catering (of the same quality) to the Contracting Party or the Customers if this is reasonable for the Contracting Party – especially if the change is minor and objectively justified. An objective justification is given if, e.g. a certain room(s) has (have) become unusable, Customers who are already present extend their stay, there is an overbooking or other important operational measures require this step. Any additional expenses for replacement Catering will be borne by the Proprietor.

17. Termination of the Hospitality Contract – Early cancellation

17.1. If the Contracting Party or the Consumers accompanying them fail to appear the Proprietor is entitled to demand the agreed fee as defined in clause 17.3 below.

17.2. The Proprietor has the right to terminate the Hospitality Contract on important grounds, in particular if the Contracting Party or the Customer

a) makes significantly improper use of the facilities or – through their inconsiderate, indecent or otherwise grossly improper behaviour – causes annoyance to other Customers, the Proprietor or his staff or is guilty of a criminal offence against property, morality or physical safety towards these persons;

b) is affected by an infectious disease or an illness that lasts beyond the period of hospitality or becomes otherwise in need of care;
c) fails to pay the provided invoices by the due date within a reasonably set period (3 days).

In the event of termination of the Hospitality Contract on important grounds, the Contracting Party is obliged to pay the fee as defined in clause 17.3 below.

17.3. The Proprietor will deduct what he has saved due to the non-utilisation of his service offer or what he has received by hosting other Customers. A saving only exists if the Catering Facility is fully booked at the time of non-utilisation of the Catering ordered by the Contracting Party and further Customers can be catered for due to the non-appearance of the Contracting Party. The burden of proof for the saving is borne by the Contracting Party.

17.4. If the fulfilment of the Contract is impossible due to a force majeure event (e.g. natural phenomena, strike, lockout, delivery strike, official orders, etc.), the Proprietor is entitled to terminate the Hospitality Contract at any time, unless the Contract is already deemed cancelled by law or the Proprietor is released from his obligation to provide hospitality. Any claims for compensation etc. by the Contracting Party are excluded.

18. Illness, accident, or death of the Customer during hospitality

18.1. If a Customer falls ill or has an accident while staying at the Catering Facility, the Proprietor undertakes to provide medical support at the Customer's request. If there is imminent danger, the Proprietor will arrange for medical support even without a special request from the Customer, especially if this is necessary and the Customer is incapable of doing so themselves.

18.2. As long as the Customer is unable to make decisions or the Customer's relatives cannot be contacted, the Proprietor will arrange for medical support at the Customer's expense. However, the scope of these measures ends at the time when the Customer can make decisions or their relatives have been informed of the illness/accident.

18.3. The Proprietor has a right of indemnity against the Contracting Party and the Customer or, in the event of death, from their legal successors particularly for the following expenses:

a) outstanding medical costs, costs for ambulance service, medication and medical aids;
b) room disinfection that has become necessary;
c) restoration of walls, furnishings, etc., as far as these have been soiled or damaged in connection with the illness, accident or death;
d) payment for catering services used by the Customer, exclusive of any costs incurred as a result of the rooms being unusable due to disinfection, removal or similar;
e) any other damage incurred to the Proprietor.

19. Place of performance, place of jurisdiction and choice of law

19.1. Any legal matters arising from this Contract shall be heard in Vienna.

19.2. This Contract is subject to the Austrian Procedural Law and Substantive Law to the exclusion of the Regulations of the Private International Law (in particular, the Private International Law Act and the Convention on the Law Applicable to Contractual Obligation 1980) and the UN Convention on Contracts for the International Sale of Goods.

19.3. The sole place of jurisdiction for bilateral trader business is the registered place of the Proprietor, whereby the Proprietor is also entitled to claim his rights at any other local and factual competent court.

19.4. If the Hospitality Contract was concluded with a Contracting Party who are Consumers and who have their domicile or usual place of residence in Austria, lawsuits against the Consumers can only be filed at the domicile, usual place of residence or place of employment of the Consumers.

19.5. If the Hospitality Contract was concluded with a Contracting Party who are Consumers and who have their domicile in a member state of the European Union (with the exception of Austria), Iceland, Norway, or Switzerland, solely the local and factual competent court for the Consumers' domicile is authorised for lawsuits against the Consumers.

20. Miscellaneous

20.1. Any amendments to the Hospitality Contract must be made in writing on the part of the Contracting Party.

20.2. Unless the above Terms and Conditions stipulate otherwise, the running of the time limit begins with the delivery of the document setting the deadline to the Contracting Party, who must meet the deadline. When calculating a deadline which is based on days, the day on which the point in time or event – on which the start of the deadline is to be based – falls is not included. Deadlines calculated by weeks or months refer to those days of the week or month which, by their name or number, correspond to the day from which the deadline is to be counted. In case this day is missing in the month, the last day of this month is decisive.

20.3. Correspondence must be received by the Contracting Party or the Proprietor by the last day of the deadline (midnight).

20.4. The Proprietor is entitled to offset claims of the Contracting Party by his own claims. The Contracting Party is not entitled to offset claims of the Proprietor by their own claims. This does not apply to Consumers if the Proprietor is insolvent or the Contracting Party's claim has been determined by a court or accepted by the Proprietor.

20.5. In the event of loopholes, the relevant legal requirements apply.

20.6. The English translation of these GT&C 2024 is for information purpose only. In case of doubt, the German version applies.