



Terms and Conditions

General provisions

These Terms and Conditions apply to all services offered by Hauser & Ehrl GmbH, Rockhgasse 1, 1010 Vienna (Restaurant Hebenstreit).

The contract is concluded as soon as a table reservation or other services have been ordered and confirmed. This may take place verbally, by email, by telephone or in person.

If the event organiser is not the person placing the order, or if the event organiser engages a commercial intermediary or event planner, they shall be jointly and severally liable together with the event organiser for all agreed obligations.

If the restaurant is prevented from providing its services (e.g. due to force majeure, a strike, a technical breakdown or illness), this shall not give rise to any liability for damages.

Changes to the number of participants

The event organiser must inform the restaurant of the guaranteed number of participants at the event no later than 72 hours before the scheduled date. In the event of changes within 48 hours before the start of the event, or failure to communicate the guaranteed number of participants, the restaurant will provide its services in accordance with the most recently agreed offer. Any resulting disadvantages for the event organiser shall not be borne by the restaurant.

If the number of participants varies by more than 20 %, the restaurant is entitled to revise the agreed prices. If the actual number of participants differs from the guaranteed number by more than 40 %, the restaurant is also entitled to refuse to provide its services.

Cancellation terms

For cancellations within 28 days before the booked date, the restaurant is entitled to charge 25 % of the expected revenue; within 14 days before the booked date, 50 % of the expected revenue; within 7 days before the booked date, 75 % of the expected revenue; and for cancellations within 3 days before the booked date, 100 % of the expected revenue.

If a specific amount of revenue for food and/or drinks has been agreed in advance (e.g. through an agreed menu or a package price), that amount shall serve as the basis for calculation. If no such revenue amount has been agreed, the expected revenue shall be calculated at a flat rate of € 35 gross (including VAT) per guest for food and € 15 gross (including VAT) per guest for drinks.

Payment terms

All prices include VAT. Invoices are payable immediately upon receipt without deduction. The restaurant is entitled to charge interest on late payments at the legally permissible rate. The restaurant is entitled to require an advance payment before an event; the same payment terms apply as when an invoice is issued.

Other provisions

Events are generally charged on the basis of a minimum spend, and no separate room hire fee is charged. Special requests – such as extended opening hours, tablecloths, corkage, decorations or exceptional cleaning costs (e.g. confetti) – are charged separately. Our regular food and drinks menu applies to events as standard.

Final provisions

Austrian law applies. Amendments or additions to the contract should be made in writing solely for evidentiary purposes. The place of performance is the event venue, and the place of payment is the registered office of the company engaged. Vienna is the exclusive place of jurisdiction.

If any of the above provisions is invalid, this shall not affect the validity of the other provisions. The invalid provision shall be replaced by a valid provision that comes close to it.

Contact

For further information, please contact our restaurant management using the email address and/or telephone number provided on the website.

Restaurant Hebenstreit
Hauser & Ehl GmbH