

General terms and conditions of GMS GOURMET GmbH on the advance ordering service

1. Validity of the general terms and conditions

These general terms and conditions ("GTC") apply in the version valid on the date of the order to all contracts concluded via this website/ application between GMS GOURMET GmbH, which has its registered office at Oberlaaer Straße 298, 1230 Vienna ("Gourmet"), and the customer ("you" or "customer").

2. Acknowledgement of the GTC

By activating the GTC checkbox in the ordering process, the customer expressly agrees to these GTC and is bound by them.

Any provisions in the customer's contract forms and other terms and conditions (e.g., conditions of purchase/payment) that conflict with these GTC are invalid, regardless of whether, when and in what form they are brought to Gourmet's attention. Any agreements deviating from individual provisions of these GTC are only valid for these and require the prior express and written confirmation of Gourmet to be valid. Maintaining silence about terms and conditions of the customer is not deemed consent.

3. Customer account, ordering as a guest

To order goods as part of our advance order service for immediate consumption on site, you can, if this option is available on the website/ application, either register and create a customer account or place an order as a guest. You will need to enter your data, whether you create a customer account or place an order as a guest. Without this data (mandatory fields, marked with an asterisk) our service is not available to you.

4. Contract conclusion and cancellation of the order

At the beginning of the ordering process, the customer selects the performance or event for which he would like to use the advance order service. The desired area and period for consumption, as well as an available table, can then be selected. In the next step the customer can put the goods as part of our advance order service for immediate consumption on site listed on the website/ application into the shopping cart without obligation and correct his entry at any time before submitting a binding order by using the correction aids that are provided and explained as part of the order process. After logging in or registering as a guest, the customer can select the payment method. By clicking the order button ("order with obligation to pay"), the customer places a binding order (offer) of the items contained in the shopping cart.

All offers made by Gourmet in this web shop/ application are non-binding and are to be understood as an invitation to the customer to make an offer themselves. After the order has been placed, payment has been made and the customer's offer has been accepted, the customer will receive an order confirmation via email confirming receipt of the order and acceptance of the customer's offer. This email can be printed using the "Print" function.

A contract is therefore only concluded upon acceptance of the customer's offer. Gourmet is not obliged to accept a customer offer. Gourmet saves the contract text after the contract has been concluded and sends the customer the order data and the GTC via an order confirmation email. The customer can access, save and print these documents as PDFs.

This website/ application is available in German. If the website/ application offers an English version, the website/ application can also be used in English. Contracts can be concluded in German and – if available – in English.

Gourmet reserves the right to change its service offering at any time. Such changes do not affect contracts already concluded.

The customer is obliged to truthfully fill in the fields provided in the order form. An order can only be placed if all mandatory fields (fields marked with an asterisk) are completed.

Customers have the option to cancel an order up to 4 hours before the start of an event without incurring additional costs using our cancellation link in the order confirmation. After that, an order cannot be cancelled.

5. Prices

All prices on our website are quoted in euros and include VAT.

Any shipping costs, service fees and other fees can be found in the web shop/ application and will be shown in the final payment step.

The price listed on the website at the time of the order applies.

6. Terms of payment

The payment methods and means available are those listed in the web shop.

Online payments are processed via our payment partner according to current security standards (integration of the online payment system). More information about our payment partner can be found here [LINK](#). The customer's account will be debited as soon as the order has been placed (prepayment).

In the event of a cancellation of your order, the corresponding amount will be credited back to your payment method account unless expressly agreed otherwise; In no case will the customer be charged any fees for this repayment.

7. Orders, table service

Advance order service orders can be placed by customers during the period specified on our website before the respective event. It is not possible to place an order for the event in question earlier or later.

The goods ordered by you will be provided to the customer at the table selected by the customer and at the selected time for your immediate consumption there and then. Ordered bottles of drink and packaged items will be made available opened.

If a pre-ordered item is unavailable, Gourmet will select an appropriate substitute item for the customer. The customer will be contacted by Gourmet by phone to determine if he agrees with the replacement item.

If the customer cannot be reached by phone, the replacement item will be made available at the table and the customer decides there and then whether they agree with the replacement item and has the option to reject the item (complaint to the respective buffet). The customer will be refunded for the item in cash there and then.

8. Warranty and compensation

Any issues should be reported to Gourmet as soon as possible when the item has been made available at the table and/or once it has been noticed.

The statutory warranty regulations apply.

Claims for damages against Gourmet are excluded in cases of slight negligence within the scope of legal regulations – especially the provisions of the consumer protection law (KSchG). Liability for damages resulting from injury to life, body and health remains unaffected, or where there is mandatory liability under the product liability law.

9. Right of withdrawal - cancellation clause

There is no right of withdrawal for web-based table orders, as the right of withdrawal is excluded for goods that can spoil quickly or whose expiry date would quickly be exceeded in accordance with § 18 Abs. 1 Z 4 FAGG.

10. Copyright

Gourmet reserves all rights, in particular trademark rights and copyrights, to the entire content of this website/ application, in particular to trademarks, logos, texts, graphics, photographs and layout. Unless usage is expressly permitted by law, any use of the contents of this website/ application, in particular its storage in databases, reproduction, distribution or processing, requires the express written consent of Gourmet.

11. General matters, place of performance, place of jurisdiction

If individual points of these general terms and conditions are wholly or partially invalid due to mandatory legal provisions, this does not affect the validity of the remaining provisions and the contracts concluded on their basis.

In any case, amendments and/or supplements to these general terms and conditions of sale and delivery require the written confirmation and signature of GMS GOURMET GmbH.

Place of performance and payment is exclusively Vienna.

The exclusive place of jurisdiction for all disputes arising from or in connection with these general terms and conditions of sale and delivery and the contracts concluded on their basis is the materially competent court in Vienna or, for consumers, the court at their place of residence.

Austrian substantive law applies exclusively to the exclusion of conflict of law provisions. The application of the UN Sales Law and the IPRG (International Private Law Act) is expressly excluded.

Mandatory rights of a consumer under the KschG (consumer protection law) or other provisions are not restricted by these general terms and conditions.

12. Information on alternative dispute resolution

In the event of complaints, please contact us on +43 (0) 50/876-0 or via email info@gourmet.at.

We commit to participating in the conciliation process of the Internet Ombudsman in case of disputes: <https://www.ombudsstelle.at/>

For more information on the types of procedures, please visit <https://www.ombudsstelle.at/> or see the respective procedural guidelines:

Procedural guidelines of the Internet Ombudsman for alternative dispute resolution according to the AStG (AStG conciliation procedure).

https://www.ombudsstelle.at/fileadmin/daten/So_funktioniert/Richtlinien_Internet_Ombudsstelle_AStG-Verfahren_20200901.pdf

Guidelines for the conciliation procedure at the Internet Ombudsman outside the scope of the AStG (standard procedure)

https://www.ombudsstelle.at/fileadmin/daten/So_funktioniert/Richtlinien_f%C3%BCr_das_Standard-Verfahren.pdf

For the resolution of disputes with our company, the online dispute resolution platform can also be used: Link to the ODR platform:

<https://ec.europa.eu/consumers/odr>

GMS GOURMET GmbH

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