

General Terms and Conditions (GTC)



FIRST AMERICAN BAR HOSPITALITY AGREEMENT

The First American Bar has limited seating capacity and is unable to accommodate nearly as many guests as we would like. When it comes to large bookings, we are often forced to turn down these or other reservations. As these seats often remain empty in the event of a no-show or a last-minute cancellation, this results in considerable financial loss.

Please therefore note that a confirmed table reservation constitutes a legal obligation, which triggers certain duties for both us and you. We ask for your understanding that we only accept reservations and provide hospitality at the First American Bar based on the following general terms and conditions:

§ 1 Scope of These Terms and Conditions

1. These terms and conditions apply to all hospitality contracts and to all advance bookings involving gastronomic services taking place on the premises of the First American Bar.
2. They also apply to all other goods and services provided to the customer/guest, including takeaway orders.
3. The customer's/guest's terms and conditions, as well as any terms and conditions of the customer/guest that conflict with or deviate from our terms and conditions, shall only apply if this has been expressly agreed in writing in advance.
4. These terms and conditions also apply to all future transactions with the customer/guest, insofar as these are legal transactions of a similar nature.

§ 2 Reservation and Contract Acceptance

1. The contracting parties are, in principle, the customer/guest and First American Bar. If a third party has made a booking on behalf of the customer/guest, that third party shall be jointly and severally liable with the customer/guest to First American Bar for all obligations arising from the hospitality contract.
2. The customer/guest guarantees that the data provided to us is accurate and complete. They undertake to inform us immediately of any changes to this data and, upon request, to reconfirm its current accuracy. This applies in particular to the customer's name and postal address, as well as the contact person's email address and telephone number.

3. Additional services such as floral decorations, catering, special prints of menus, etc., as well as agency services (e.g. artists, musicians) will be charged separately.
4. Certain bookings include designated food and beverage packages. Acceptance of a booking request may be conditional upon the customer/guest making an advance payment
5. If a customer or guest discloses a food allergy or intolerance only during the meal, no refund or financial compensation will be granted for any uneaten food.
6. The customer/guest undertakes to honour the reservation and to arrive at the agreed time. In return, and in accordance with the hospitality agreement, we undertake to hold the reserved table for the agreed period and to provide the contracted food and beverage services
7. If the customer/guest arrives more than 30 minutes after the agreed time, the right to the reserved table is forfeited.
8. In the event of a late cancellation pursuant to Section (§ 4 Nr. 1) or in the case of a no-show, the customer/guest shall be liable to pay a fixed compensation charge (no-show fee) in accordance with Section § 4 Nr. 2 + 3).
9. Exclusive bookings: Private hire of the First American Bar (for private events, for example) is only available on the basis of an individual quotation. For further arrangements, please contact us directly by email.

§ 3 Vouchers

Vouchers may be purchased directly at First American Bar and paid for using any of the accepted payment methods.

The following terms and conditions apply to the redemption of vouchers issued by First American Bar:

1. Vouchers may be redeemed solely for food and beverages ordered and consumed at the First American Bar.
2. Vouchers remain valid indefinitely.
3. Vouchers are not personal and may be freely transferred.
4. The voucher value cannot be redeemed for cash.
5. A voucher may be used once per visit (up to its full value). Partial redemption across multiple visits is not permitted.
6. If the value of the food and beverages consumed does not exhaust the voucher amount, change will be provided up to 10% of the voucher's face value.
7. Lost vouchers cannot be refunded or replaced.

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§ 4 Cancellation / No-Show Fee

We inform our guests that a no-show fee may be charged if a reservation is not honoured and no timely cancellation or amendment is made. This fee serves to compensate for unused table capacity and the resulting loss of revenue.

1. Cancellation Periods: A hospitality contract concluded in accordance with § 2 may be cancelled free of charge if notice is given within the following deadlines:

- **Reservations for private/exclusive events:** no later than **120 hours (5 days)** prior to the reserved date
- **Reservations for more than 20 persons:** no later than **72 hours (3 days)** prior
- **Reservations for 10 to 20 persons:** no later than **24 hours** prior

Cancellations may be made in writing, by telephone, or by email.

For reservations requiring additional effort, alternative cancellation periods may be agreed in writing.

2. Amount of the fee

For cancellations made after the deadlines set out in No. 1, or in the event of a no-show, a flat-rate compensation charge (no-show fee) of €20 per person is payable.

The fee may vary depending on the nature of the reservation and the associated costs. Further details are available on request.

3. Payment terms

We are entitled to charge the applicable no-show fee to the credit card provided, unless a prepayment of the corresponding amount has already been made (Section § 2 Nr. 3).

4. Partial non-utilisation of reserved seats

The provisions under No. 2 also apply if customers/guests appear but do not take up the reserved seats. This applies in particular if more persons arrive than reserved and no additional seating can be provided.

5. Ancillary or intermediary services

If the hospitality contract includes ancillary or intermediary services (see Section 2 No. 3), the contracting party shall reimburse us in full for any cancellation fees charged to us by third-party providers.

Governing Law and Jurisdiction

These General Terms and Conditions are governed by Austrian law. The exclusive place of jurisdiction is Vienna, Austria.

****Contact****

For any questions regarding our no-show fees or cancellation policy, please contact us using the details provided.

Effective date: 20th March 2026