

# General standard terms and conditions of Thamar Floszmann GmbH for consultation appointments (GTC)

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**DISCLAIMER:** This is an English translation of the German General Standard Terms and Conditions of Thamar Floszmann GmbH for consultation appointments. Please note that this translation is only provided for information purposes and is an excerpted, simplified version and therefore nothing in this translation shall be construed to be binding upon Thamar Floszmann GmbH. We don't accept any warranty that the English translation textually or as regards contents, fully complies with the German GTC. You'll find the entire and binding original German version at ([www.flossmann.online/agb.html](http://www.flossmann.online/agb.html)).

## 1. Validity of terms and conditions

1.1. These general standard terms and conditions (in the following GTC), apply to all appointment bookings and the ensuing services placed by the customer with the provider of service Thamar Floszmann GmbH.

1.2. The following GTC details are exclusively based on these GTC. Deviant conditions only apply if the agreement is written and explicit.

1.3. These GTC don't exclude special agreements and are subsidiary to individual agreements.

1.4. In completing the appointments reservation, no matter how, the customer confirms to have read and agreed to the terms and conditions.

1.5. The service provider reserves the right to amend these GTC from time to time, if reasonable for the customer, to adapt to current conditions as well as to law provisions.

## 2. Terms used

2.1. consultation: provision of specialist advice at the bridal salon of the operator

2.2. consultation contract: contract between the provider of service and the customer affecting style consultation

2.3. FAGG: Fern- und Auswärtsgeschäftegesetz idgF (applicable Austrian law)

2.4. contract based on § 3 FAGG

2.5. bridal salon: premises within a building, where the style consultation of the customer takes place by the service provider

2.6. service provider: natural or juristic person who carries out consultation for a fee or rents out premises and provides services connected with them.

2.7. customer: natural person who demands style consultation. Usually the customer is the contracting party at the same time. Customer applies also to persons who accompany the customer and are consulted as well.

2.8. KSchG: Konsumentenschutzgesetz 1979 idgF (applicable Austrian law)

2.9. customer § 1 KSchG

2.10. entrepreneur § 1 KSchG

2.11. appointment reservation: binding offer of consultation contract for the contracting party

2.12. contracting party: natural or juristic person who concludes a consultation contract for him/herself or for another customer

### 3. Conclusion of the contract and content

3.1. The contract is concluded by sending the appointment confirmation. From this moment on it binds the provider of the service as well as the customer.

3.2. By paying the reservation fee, the customer agrees explicitly to pay all the fees, especially the cancellation fees (cf. 5.) in case of withdrawal.

3.3. Fees are based on current reservation fees on ([www.flossmann.at](http://www.flossmann.at)).

3.4. The contracting party has to declare his or her full Name (company), address, email address (if existing), phone number and the exact number of persons who will accompany him or her to the appointment. By entering an email address, the contracting party agrees to receive information such as newsletter, offers, etc.

3.5. These data are an important part of the contract and are the base for accounting. Bringing more persons who accompany the customer is only permitted with the explicit agreement of the service provider.

3.6. If there is no deviant agreement like a particular fee, all consumed refreshments are provided free of charge by the service provider.

3.7. Agreeing to the offered appointment, the payment of the fee is due immediately. Expenses for the transaction need to be paid by the contracting party.

### 4. Special provision for distance selling contracts

4.1. Electronic agreements are valid as soon as the receiving party can retrieve them under usual circumstances and within the official opening hours of the service provider.

4.2. The confirmation of the booking via distance means of communication occurs exclusively by email by the service provider.

4.3. Online booking is only valid if the complete and correct data is entered to all the mandatory fields in the reservation window. The explicit agreement to the GTC is required too.

4.4. The contracting party takes note that a cancellation after pressing “**book appointment**“, isn't possible.

4.5. The contracting party is responsible for entering the correct data. If the reservation wasn't possible due to mistaken or incorrect data, it can be corrected with the assistance of the service provider or another confirmation can be made out.

The electronic confirmation of the reservation by the service provider is the only valid confirmation of the correct reservation and needs to be carried with one to the appointment. In case of complaint it needs to be shown to the staff of the service provider.

4.6. The contracting party takes note of the possibility of problems at the reservation process, due to necessary data transfer via internet and other data lines and there is no claim of legal responsibility.

### 5. Cancellation policy

5.1. As the offered services by the provider have defined due dates, there is no right of withdrawal according to § 11 Abs 1 FAGG.

5.2. One-sided withdrawal declarations by the customer result in cancellation charges as following:

**1 month before the scheduled appointment: 10,00%**

**1 month until 2 days before the scheduled appointment: 50,00%**

**48 hours until 24 hours before the scheduled appointment: 70,00%**

**less than 24 hours before the scheduled appointment: 100%**

**Amount is not redeemable for cash.**

## 6. Delayed arrival at the appointment

6.1. If the customer is unable to come to the bridal salon on the day of the appointment for some unpredictable, unusual reasons (excessive snowfall, flood,...) and if no transport facilities can be used, the customer is not obliged to come to the appointment. In this case, a substitute appointment will be offered by the service provider.

6.2. If the customer is unable to come to the bridal salon on the day of the appointment due to illness, the customer is obliged to pay the combined amount.

For detailed information concerning customers rights and duties, service providers rights and duties, limitations, house rules, alteration and conclusion of the consultation contract, applicable law, place of performance and jurisdiction please consult the original German version of the GTC at ([www.flossmann.online/agb.html](http://www.flossmann.online/agb.html)) (cf. 7 to 18).