

# General Business Terms of VERKEHRSBUERO HOSPITALITY

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# Hotels

## 1. Scope of Applicability

1. These General Business Terms (designated as “GBT” in the following) shall apply to services provided by Verkehrsbüro Hotellerie GmbH, Verkehrsbüro Kongresshotellerie GmbH and Verkehrsbüro Ferienhotellerie GmbH (designated as “hotel” in the following) to the hotel guest, the organizer and other contracting partners (designated as “contracting partner” in the following). The services include, in particular, accommodation against payment, the rental of premises for e.g. seminars, conferences and other events as well as the sale of food and drink, and all other associated services provided by the hotel.

2. The contracting partner undertakes to comply with these conditions as well as with all commercial-law or other provisions.

3. For all provisions not set forth in these General Business Terms shall apply, as a supplement, the 2006 General Business Terms for the hotel business, as amended.

## 2. Conclusion of Agreement, Prices, General Provisions

1. All reservations, changes and cancellations shall be made in writing.

2. Stability of value of the claims and the ancillary claims is expressly agreed. The consumer price index 2020 (2020=100) published monthly by Statistics Austria or an index replacing it is used as the basis to calculate the value stability. The reference value for this agreement is the index number calculated for the month of the signature date. All rates of change have to be calculated to one decimal point.

Upward fluctuation of the index number up to but including 2,5 % are not taken into account. Any exceeding of this margin up, requires a recalculation each time, whereby the first index number outside the applicable margin forms the basis for both, the recalculation of the claim amount and the calculation of the new margin.

3. All prices are stated in Euros (€). To the extent that no separate deviating agreement is reached, the prices offered shall be deemed to include all taxes and charges, valid until revoked. We refer to the respectively valid price list. Any price changes which are due to taxes and charges shall be borne by the contracting partner. Newly introduced government charges shall be added to the contract prices.

4. The hotel shall be entitled to provide the actual accommodation service in a hotel operation offering equal value.

5. For cancellation conditions, please see the booking agreement/confirmation submitted by the hotel.

6. The hotel shall assume liability for valuables such as paintings, cash etc. that hotel guests bring with them up to, at maximum, the liability-insurance sum contracted by the hotel. As valuables shall not be deemed items for personal use serving the fulfillment of various material and cultural needs, although these may exhibit high value (e.g. cameras, video cameras, CD players, fur coats and the like). Such items shall not be replaced by the hotel.

7. Items left in the hotel and belonging to the contracting partner will – solely on request – be sent back until, at the latest, 14 days after the stay at the hotel, at the risk and at the cost of the contracting partner, provided that the value of the item in question exceeds EUR 10.00. After that, items – provided that they are of recognizable value – will be deposited at the lost-and-found office or disposed.

8. Standard Internet use shall be possible free-of-charge in the hotel and in the event area. Malfunction or line loss shall not constitute reasons for reducing the invoice amount and the hotel shall assume no liability for that.

9. Smoking in the hotel building shall be solely allowed in the hotel areas designated for that purpose.

### **3. Events**

1. The hotel rooms and areas shall be provided in accordance with the booking arrangements made. Any defects shall be notified to the hotel by the contracting partner when the contractual object is handed over; otherwise all rights to claim such defects are waived. Small technical deviations as well as deviating hues (for decoration items etc.) shall not be deemed as defects. Modifications in or at the items, technical systems, equipment and furniture may only be carried out upon the written consent of the hotel and at the contracting partner's cost.

2. The contracting partner undertakes to notify the hotel of the intended installation of decoration material or other items and to obtain the hotel's respective consent. The function rooms must not be damaged. The installation may only be carried out by qualified staff. Fire-authority and other provisions applicable hereto must be considered. All costs incurred for the set-up and dismantling in the function room shall be borne by the contracting partner.

3. Rooms shall be subject to change, to the extent that such is acceptable for the contracting partner by duly considering the hotel's interests.

4. The hotel shall not assume any liability for technical disruptions, in particular of the W-LAN connection, interruptions or disruptions of energy supply (electricity, water, etc.) and for operational disorders of any kind whatsoever.

5. Official inspectors, representatives of authorities as well as hotel staff and representatives shall be granted access to the rooms and areas covered by the contract at any time.

6. If events require technical works of third companies, the costs incurred in the process are passed on to the contracting partner. Third companies may carry out works or alterations at the hotel solely upon the hotel's consent.

7. The equipment and implementation of the event or the activity serving the purpose of achieving the contractual purpose shall correspond to the hotel's standard and reputation. Other events taking place in the hotel must not be disturbed, neither by set-up or dismantling works, if any, nor by an event staged by the contracting partner (noise, etc.).

8. All advertising measures conducted by the contracting partner shall be subject to the hotel's written consent. This shall in particular apply for posters, programs, etc. For announcing an event, only the designation (name) approved by the hotel may be used. The utilization of the hotel name or of logos for media, printing matters, etc., shall be exclusively subject to the hotel's prior consent. If the hotel has not been notified, the hotel shall be entitled to cancel the event.

9. Machines and equipment brought by the organizer and/or used in the hotel shall comply with the respective Austrian statutory provisions and shall be safe to operate. Respective proof shall be furnished to the hotel on request. The hotel is entitled, yet not obligated, to prompt respective expert inspection at the organizer's cost and/or take the machine out of operation in the case of doubt or to request its immediate removal or, if applicable, carry out the removal himself at the contracting partner's cost; this shall also apply for other items.

10. The contracting partner shall be obligated to obtain, at his own cost, all required and prescribed authorizations and permits and to furnish them to the hotel 14 working days before the start of an event at the very latest. The contracting partner shall indemnify and hold harmless the hotel with regard to all damages, in particular sanctions / administrative fines resulting from the non-compliance with commercial law and all other provisions, and in particular from the nonpayment of charges.

11. All deliveries handed over or sent to the hotel by the contracting partner or by third parties must be announced to the hotel beforehand. The hotel shall reserve the right to fix the point-in-time of delivery and to refuse to accept insufficiently-labelled parcels or parcels subject to import duties. Storage until the event shall be free of charge. The hotel shall assume no liability for the completeness, possible damaging or theft of the delivery.

12. If the contracting partner wants to bring food and drink or other goods, such shall be subject to the hotel's explicit consent. Any costs incurred (cork fee, use of dishes, charges for disposal) shall be charged by the hotel.

13. The contracting partner or his authorized representative shall make sure that he himself or an authorized representative is present during the utilization of the function rooms.

14. If the presence of hotel staff is permanently required during the event, the hotel's respective hourly fee, depending on time of day/night, shall be charged in addition per hotel staff member and per hour commenced.

15. The contracting partner shall bear the risk incurred by the event carried out by him, including preparation, set-up, implementation and dismantling. The contracting partner shall be liable for all damages, and also for consequential damage and losses caused by him, by the persons employed by him, by parties commissioned by him (subcontractors), by his authorized representative as well as by his visitors and guests. This shall, in particular, apply for damages caused to the building and to the inventory as a consequence of the event, damages caused by bringing items, in the course of set-up and dismantling as well as for all consequences resulting from the agreed maximum number of visitors being exceeded. If applicable, the hotel will request the organizer to contract appropriate insurances.

16. The hotel shall assume no liability for accidents occurring at events.

17. The hotel shall not be liable for the contracting partner, persons employed by him, persons commissioned by him, visitors or guests losing items during or in connection with events; this shall also apply for thefts. Insurances (e.g.: damages caused by theft, burglary and fire) shall be contracted by the organizer himself. It is possible for the contracting partner to deposit valuable items, luggage or money in the rooms designated for such purpose or in the safe by handing over such items to the hotel, with, in this case, the amount of the hotel's liability being restricted to, at maximum, the liability insurance sum contracted by the hotel.

18. No liability shall be assumed for valuables brought to the hotel which have not been handed over to the hotel. The organizer shall be responsible for ensuring sufficient insurance of the valuables he has brought to the hotel.

19. General Business Terms of the contracting partner shall not be applicable, also if the hotel does not expressly object to such. Any conflicting acknowledgements of the contracting partner by referring to his own General Business Terms shall herewith be expressly revoked.

20. Any claims that the contracting partner has against the hotel shall be asserted in writing within a period of six months after the end of the event; otherwise these shall cease to exist.

21. The customer must clarify to the hotel without being requested to do so no later than upon the conclusion of the contract whether the event, due to its political or religious nature or other characteristic, could jeopardise the problemfree business operations, security or public reputation of the hotel.

22. Due to the special nature of our services, the storage and transmission of personal data of the guests are indispensable. The customer accepts to provide the hotel with personal data of

the guest(s) or company data which are required for the provision of the services, and accepts the transfer of personal data for the correct performance of the ordered service to:

- Booking platforms used to book tourist services
- Service providers providing tourist or other services
- Public bodies and banks, for reporting, tax and other statutory purposes

If the transmission of personal information is not carried out by the person concerned but by other representatives of the customer, the customer undertakes to inform the data subject about the data transmission to the hotel and of the transmission by the hotel to the recipient categories as described above. The hotel will treat these data confidentially in accordance with the relevant data protection regulations and will only disclose these data to third parties if it is necessary for the provision of the agency service, or if the disclosure is required by legal guidelines. A detailed description of the common rights and obligations and a reference to the responsible contact persons for questions on data protection can be found in the privacy policy at [verkehrsbuero.com/hospitality](https://verkehrsbuero.com/hospitality).

#### **4. Rescission / Cancellation**

1. Without prejudice to its claim to compensation, the hotel shall be entitled to end the contractual relationship at any time and without having to state any reasons, if

- a) the contracting partner fails to make a payment when due despite of being granted extension of the deadline by 7 days.
- b) insolvency proceedings have been initiated against the contracting partner's assets.
- c) the contracting partner jeopardizes the hotel's smooth business operation or safety.
- d) required official permits are not furnished or the authority prohibits the event.
- e) the performance of the contract is impossible due to force majeure, such as strike or other circumstances for which the hotel cannot be held responsible.
- f) events are booked giving misleading or incorrect information or concealing circumstances of key significance for the contract, for example the identity of the customer, its ability to pay or the purpose of the event.
- g) the hotel has a justified reason to assume that the event may jeopardise its problem-free business operations or its security or public reputation, without this being attributable to the hotel's area of control or organisational sphere.
- h) the purpose and/or reason for the event is unlawful. In the event that the hotel rescinds the contract for the above-mentioned reasons, the customer shall be obliged to pay compensation, including for lost profits.

#### **5. Jurisdiction, Severability**

1. Place of performance and place of payment shall be Vienna, Austria. Austrian law shall be applicable. The place of jurisdiction shall be Wien, Innere Stadt (Vienna, First District).
2. A transfer of rights from the contractual relationship of the contracting partner – against payment or free of charge – shall be subject to the hotel's explicit written consent.
3. Changes shall be made in writing in order to be effective.
4. The "Events" provision shall only be applicable for persons who are not consumers within the meaning of Sect 1 of KSchG, the Austrian Consumer Protection Act.
5. If individual provisions of these GBT are ineffective, this shall not affect the effectiveness of the remaining provisions. The hotel and the contracting partner will immediately replace the ineffective provisions by effective provisions most closely reflecting the intended purpose and their economic dimension.

## Palais Events

### 1. Scope of application

Palais Events Veranstaltungen GmbH (hereinafter referred to as "Palais Events") is the operator of the event spaces at Palais Ferstel, Palais Daun-Kinsky and the Wiener Börsensäle, all located in Vienna's first district.

These general terms and conditions (GTC) apply to all contracts concluded between Palais Events and the Contractual Partner (the Organiser) which stages an event in the facilities operated by Palais Events.

Agreements that deviate from these GTC are only valid if set out in writing in the respective contract.

### 2. Contractual Partner

The Contractual Partner is the person with whom/which Palais Events concludes a contract for the temporary use of rooms, spaces and furnishings, and the performance of services by Palais Events for an event staged at PALAIS FERSTEL, PALAIS DAUN-KINSKY or the WIENER BÖRSENSÄLE.

If the Contractual Partner is not the Organiser, or engages a commercial intermediary or agency, these will be jointly and severally liable with the Contractual Partner.

In this case, the Contractual Partner must submit a declaration from the Organiser, commercial intermediary or agency in which they undertake to assume all agreed and statutory duties and liabilities to Palais Events together with the Contractual Partner.

The Contractual Partner may only assign rights arising from the contract with Palais Events to third parties with the prior written consent of Palais Events. In this case, the third parties are jointly and severally liable to Palais Events. This does not apply when enabling individuals to

participate in the event in question, either gratuitously or in return for payment. Declarations and notifications sent by Palais Events to the Organiser's last known address are deemed to have been delivered to the Organiser, if the Organiser has failed to notify Palais Events of a change of address.

### **3. Subject matter of the contract**

The subject matter of the contract is the temporary hire of rooms, spaces and furnishings for an event held at Palais Events' locations, and the performance of agreed services by Palais Events.

Palais Events will only provide and hire out its rooms, spaces and furnishings on the basis of the agreement concluded (i.e. the contract). All rooms, spaces, etc. provided must be treated appropriately and carefully.

### **4. Scope of services**

Palais Events makes the rooms, spaces and furnishings specified in the contract available to the Contractual Partner, for the agreed period and purpose, and performs the agreed services.

The times of use will be mutually agreed by the Contractual Partners. During this period, the rented facilities will be open to

- event visitors and organisers;
- the event Organiser only, and where applicable any subcontractors engaged, for set-up and dismantling.

Palais Events employees are permitted to access the event facilities at any time.

### **5. Conclusion of contract**

Palais Events will send the Contractual Partner a contract containing all agreed services and conditions, as well as a payment schedule.

The contract between Palais Events and the Contractual Partner is concluded when the Contractual Partner returns a signed copy of the contract to Palais Events. Timely payment of the agreed advance payment is an essential element in fulfilling the terms and conditions of contract. The date of the contract is the date on which Palais Events receives the signed copy of the contract.

### **6. Fee**

The agreed fee includes all services performed by Palais Events as specified in the offer. Additional services will be included and invoiced in the final account. All fees are quoted exclusive of value added tax (VAT).

Unless a flat-rate fee has been agreed in the contract, beverages will be invoiced on the basis of actual consumption. Food will be invoiced according to the guaranteed number of participants. (Further information on the guaranteed number of participants is provided in



point 14.) All additional services (e.g. technical equipment, decorations, special furnishings etc.) will be invoiced in accordance with the advance order.

Stability of value of the claims and the ancillary claims is expressly agreed. The consumer price index 2020 (2020=100) published monthly by Statistics Austria or an index replacing it is used as the basis to calculate the value stability. The reference value for this agreement is the index number calculated for the month of the signature date. All rates of change have to be calculated to one decimal point.

Upward fluctuation of the index number up to but including 2,5 % are not taken into account. Any exceeding of this margin up, requires a recalculation each time, whereby the first index number outside the applicable margin forms the basis for both, the recalculation of the claim amount and the calculation of the new margin.

## 7. Payment

All invoiced amounts must be paid into the account specified by Palais Events.

- Advance payment  
An advance payment of 100% of the room rental fee is a basic contractual requirement and is therefore payable on conclusion of the contract. After signing the contract, the Contractual Partner will receive a demand for the advance payment by post or e-mail. The advance payment secures all claims of Palais Events arising from, or in connection with, the agreement in question.  
Additionally, 80% of the expected revenue is payable at least two months before the event date. Palais Events will prepare a corresponding partial invoice based on the services included in the contract. The advance payments will be deducted from the final account.
- Final account  
Palais Events will issue an invoice for the room rental fee and all other services provided by Palais Events after the event. The invoice amount must be paid in full (less the advance payment) within 14 days of receipt of the invoice by the Organiser
- Default interest and creditworthiness  
In the event of payment delay, default interest significantly above the average government bond yields weighted by outstanding amounts (UDRB; as published by the Österreichische Nationalbank) for banks will be charged. If there are doubts about the Organiser's creditworthiness, Palais Events may make the staging of an event subject to payment of a deposit equivalent to the expected invoice amount, unless such a deposit has already been paid.

- Type of payment

In the case of payment by bank transfer, the Organiser must bear all fees or additional costs incurred and indemnify Palais Events for all fees, without exception. The advance payment and the invoice for the event may not be paid by credit card, because no fees may be incurred by Palais Events. Any divergent conditions in this respect must be agreed in writing.

## 8. Stamp duties

Any stamp duties, taxes and public levies arising as a result of the contract or the Contractual Partner's event, must be borne by the Contractual Partner, who must indemnify and hold Palais Events harmless in this respect.

## 9. Reduction and cancellation fees

In the event of a reduction in the size of the contractually agreed event which reduces the expected total revenue from the event by more than 50%, Palais Events reserves the right to renegotiate the agreed prices.

The Contractual Partner may withdraw from the contract by paying a cancellation fee, the amount of which depends on the time of withdrawal. Cancellation fees are as follows:

- Up to six months before the event: no fees are charged to the Organiser
- Up to four months before the event: 50% of the room rental fee
- Up to two months before the event: 100% of the room rental fee plus 25% of the expected revenue from food and beverages as specified in the contract
- Up to 30 days before the event: 100% of the room rental fee plus 50% of the expected revenue from all other services as specified in the contract
- Up to 10 days before the event: 100% of the room rental fee plus 75% of the expected revenue from all other services as specified in the contract
- Less than ten days before the event: 100% of the room rental fee plus 100% of the expected revenue from all other services as specified in the contract

The calculation of revenue from food and beverages is based on the number of people attending the event as specified in the contract, less 20%. Revenue from food is calculated on the basis of the number of people attending the event as specified in the contract. Revenue from beverages is calculated on the basis of the flat-rate fee agreed in the contract; in other cases, the basis for calculation specified in the contract is used (where several bases for calculation are specified, the most recent will be applied).

Deviations from these cancellation conditions must be agreed in writing in the contract. The judicial right to mitigate damages does not apply to cancellation fees.

Abweichungen dieser Stornierungsregelungen sind nur schriftlich im Vertrag möglich. Die Stornogebühren unterliegen nicht dem richterlichen Mäßigungsrecht.

## 10. Rücktritt vom Vertrag & vorzeitige Vertragsbeendigung

## **10. Withdrawal from and premature termination of the contract**

Palais Events may withdraw from the contract with immediate effect, where applicable after expiry of a reasonable grace period, if:

- the Contractual Partner does not make agreed payments in a timely manner, or is more than 30 days in arrears with payment obligations arising from other contracts with Palais Events;
- the Contractual Partner does not submit the necessary approvals from public authorities (e.g. mandatory registration with the City Administration by the Organiser) in a timely manner, or the authorities forbid the event;
- the event contravenes agreements with, or does not meet the standards of, Palais Events, breaches legal provisions, or there is a risk of a breach of the peace;
- fulfilment of the contract is not possible due to force majeure, such as strikes or other circumstances for which Palais Events is not responsible.

The Contractual Partner may completely or partially withdraw from the contract without stating reasons. In the case of withdrawal from the contract, the Contractual Partner must pay a cancellation fee in accordance with point 9 above.

### **Force majeure:**

Both parties may withdraw from the contract without liability if force majeure events occur, such as government orders, terrorism, natural disasters, strikes not restricted to Palais Events, civil unrest or other factors, which are beyond the control of both parties and which make it impossible or illegal for the parties to fulfil their obligations under the contract.

The Contractual Partner will not incur any expenses because of force majeure, if:

- Palais Events (i.e. Palais Events itself or its subcontractors such as partners for technical equipment, special furnishings, decorations, staff etc.) does not incur any costs due to the cancellation of the event.
- Palais Events reserves the right to charge the Contractual Partner for food ordered and delivered in connection with the event in question.
- In case of force majeure, Palais Events will not charge any cancellation fees for other services apart from those specified here.

This provision only enters into force in the case of force majeure, without prejudice to the general cancellation conditions (point 9).

### **Disruption to the smooth running of the business and reputational damage:**

Both parties are entitled to terminate the contract with immediate effect – including during the event in question – and to terminate the event if it poses a threat to the smooth running of the business or the reputation of Palais Events. The Organiser may withdraw from the contract if it is not at fault for such threat to the smooth running of the business.

In all such cases, claims of the Organiser for damages of any kind against Palais Events are excluded, unless Palais Events bears sole responsibility for the event not taking place or being

terminated. If the event will not take place, Palais Events must notify the Contractual Partner of this without delay.

In all these cases, Palais Events is entitled to payment of the agreed fee pursuant to section 1168 Allgemeines Bürgerliches Gesetzbuch (Austrian Civil Code, ABGB), meaning that Palais Events must accept a deduction of the amount saved as a result of the event not taking place or being terminated, or the amount earned by using the premises and services agreed under the Contract for different purposes, or the amount lost by intentionally failing to use the premises and such services for other purposes.

## 11. Liability

- Palais Events

Palais Events guarantees the performance of services in accordance with the contract and is only liable for any damage to property caused intentionally or by gross negligence on the part of Palais Events, its employees or vicarious agents.

Claims for damages against Palais Events are limited to the amount of the agreed fee.

Liability for loss of profit or other consequential damage is excluded.

Palais Events assumes no liability for damaged, lost or stolen items brought to the event location before or during the event by the Contractual Partner, its employees, contractors, visitors or guests (this does not apply to items left in the cloakroom, provided it is operated by employees of Palais Events).

- Organiser

The Organiser bears the entire risk of the event, including preparation, setting up, staging and dismantling. The Organiser is liable for all damage as well as any consequential damage caused by it, its contractors or employees, or visitors to or guests at the event, irrespective of who suffers a disadvantage as a result.

In any event, and in accordance with its statutory liability, the Contractual Partner is liable for all damage to the building and/or equipment and furnishings, as well as for damage due to exceeding the agreed maximum number of visitors, an insufficient number of supervisors or clearance of the venue in violation of the contract.

The Contractual Partner agrees to fully indemnify and hold Palais Events harmless in respect of such damage. Where possible, damage must be rectified without delay, in agreement with Palais Events. If this is not possible, the damage will be rectified by Palais Events at the Organiser's expense.

- Persons acting on behalf of the organiser

Persons who sign the contract or order on behalf of the Organiser are jointly and severally liable with the Organiser for the fulfilment of the obligations under the contract. The Organiser must specify its legal representatives in the contract. If no legal representatives are specified, Palais Events is entitled to regard persons who sign the contract as such representatives..

## 12. Insurance for organisers

Palais Events may demand that the Contractual Partner (Organiser) takes out suitable insurance. The Contractual Partner bears the cost of the necessary third-party liability insurance, property insurance and personal insurance for the event. The policy must be presented to Palais Events ten days before the start of the event. We will be pleased to put you in contact with suitable insurance providers.

### **13. Official permits**

If official permits are required for the Organiser's event, the Organiser must obtain such permits in a timely manner at its own expense. Any requirements must be fulfilled by the Organiser at its own expense and in such a way that Palais Events does not incur any expenses. This includes registration with the Austrian Society of Authors, Composers and Music Publishers (AKM) or a legally required acceptance inspection.

Proof of fulfilment of this obligation must be provided at least ten days before the event. If an official inspection is required, the Contractual Partner or an authorised representative must participate in the inspection.

Public events are subject to separate regulations. Attention is expressly drawn to the need for compliance with such regulations (according to the regulations of the event approval authorities).

The Organiser assures Palais Events that it will comply with all applicable trade law and other legal regulations, and is liable to Palais Events for compliance with such regulations. If a public authority imposes penalties on Palais Events for breaching official requirements or legal regulations in connection with the Organiser's event, the Contractual Partner must indemnify and hold Palais Events harmless upon the first request of Palais Events to do so.

To find out whether your event (including private events) must be registered, please contact the Event Centre of City of Vienna's Municipal Department 36 on +43 (0)1 4000 extension 36336 or visit

<https://www.wien.gv.at/english/e-government/business/events/registration.html>

Further information on AKM is available at [www.akm.at](http://www.akm.at) (German only).

### **14. Duty of information and guaranteed number of participants**

The Organiser must provide Palais Events with precise written information on the type of the event and the event programme at least three weeks before the event takes place.

The Organiser must provide written details of the number of participants at least three working days before the event. This number constitutes the guaranteed minimum number of participants for which Palais Events will make all preparations; in any event, the fee is based on this number as a minimum. If the actual number of participants is higher, any additional expenses incurred as a result will be invoiced.

In the case of a significant increase in the number of participants, the choice of food and beverages may vary. The products in question will be replaced by products of equal quality. If the Organiser does not notify Palais Events of the guaranteed minimum number of participants at least three working days before the event, the number specified in the contract

will constitute the guaranteed minimum number of participants.

If the guaranteed minimum number of participants is less than 80% of the number specified in the contract, the number set out in the contract minus 20% constitutes the guaranteed minimum number of participants on which the invoicing of all food and beverages will be based.

## **15. Catering**

Catering for events held at Palais Ferstel and Palais Daun-Kinsky will be provided solely by Palais Events' in-house catering service. Food and beverages may not be brought to or consumed during the event. Any exceptions must be agreed in writing in the contract. For events held at the Wiener Börsensäle, the Contractual Partner may choose its own catering provider. If the Contractual Partner commissions an external caterer for an event at the Wiener Börsensäle, separate agreements must be concluded with that external caterer. The Organiser must notify Palais Events of the name of the external caterer at least ten days prior to the start of the event. Separate agreements concerning the different venues are set out in the house rules.

## **16. Decorations and entertainment**

If the Organiser intends to bring decorative materials or entertainment into facilities operated by Palais Events, this must be agreed in writing in advance. All decorative elements used within the event facilities must be flame retardant. (Regulations for events or celebrations in accordance with § 24 (1-4) "Wiener Veranstaltungsstättengesetz" or with DIN 4102 B1.) Such decorative elements must not cause damage to the rooms or moveable property of Palais Events. Installation and preparation must be performed by qualified personnel, in compliance with all legal regulations, particularly fire safety regulations and statutory provisions on plant and equipment and events.

Any decorations provided by Palais Events will remain its property, and the Organiser must compensate Palais Events for any damage to such materials. The Organiser bears the cost of decorations and entertainment, and of setting up and dismantling these items. The Organiser will compensate Palais Events for all expenses incurred by the latter in this regard.

The volume of sound systems must not exceed 70dB to prevent any noise nuisance to local residents. The provisions of the Wiener Veranstaltungsgesetz (Vienna Events Act) apply in any event, and Palais Events will not assume any liability for disturbance caused by music and noise, for the termination of the event, or for any costs arising for the Organiser as a result.

## **17. Deliveries/shipments**

Palais Events will not accept non-assignable and undeclared goods. Declared goods will only be accepted if they have been notified in advance. Only small and confined storage spaces are available.

## **18. House rules**

Strict compliance with the house rules of Palais Events is essential. Palais Events employees and representatives of public authorities may access the rooms and spaces provided to the

Organiser at any time. In emergency situations, the instructions of police, security staff and Palais Events employees must be followed without exception.

### **19. Technical guidelines**

Palais Events will supply electricity and water for an agreed fee, provided such supply is agreed in the contract. Palais Events cannot pay damages or offer discounts for supply outages caused by system operators.

### **20. WiFi**

Where available, Palais Events will provide free WiFi for the Organiser. Palais Events cannot guarantee availability and will not assume any responsibility whatsoever for misuse by the Contractual Partner or its employees, contractors, visitors or guests. The Contractual Partner bears the costs for support services and must compensate Palais Events for such services.

### **21. Access and loading bays**

The traffic signs around the event locations operated by Palais Events must be followed without exception in the same way as on public roads. All approach roads and entrances must be kept clear for use as escape routes, and must not be narrowed or blocked by set-up materials, means of transport, vehicles, building components or other items.

### **22. Obligation to attend**

The Contractual Partner must ensure that it or an authorised representative is present and constantly available by telephone for the entire period for which the venue is in use.

### **23. Security**

The Organiser is responsible for security during the event, and must deploy security personnel and carry out entrance checks if this is specified in the contract. In the case of events where the potential risks are particularly high or the nature of the event is liable to result in increased risks for participants, paramedics and medical equipment for the provision of emergency medical treatment may be stipulated, as well as the presence of a fire safety officer, regardless of the number of participants.

The event must not damage the reputation or safety of the building in question. Palais Events' supervisors are entitled to demand appropriate measures to rectify any shortcomings and, if these instructions are not followed or prove to be insufficient to achieve the desired effect, to demand the termination of the event. This does not give rise to any claims of the Organiser against Palais Events for a reduction in the fee or for damages, or to any other claims.

### **24. Supervisors and technicians**

Palais Events will provide a supervisor for the agreed period for setting up and dismantling to oversee the process and ensure performance of all necessary steps and compliance with all regulations. The role of fire safety officer must be performed by an individual nominated by

Palais Events.

If the costs for the supervisor are included in the room rental fee, this is specified in the contract. Otherwise, an additional fee will be invoiced on the basis of the actual costs at the hourly rate specified in the contract.

If the Organiser requires the services of Palais Events technicians, these services will be invoiced additionally based on the actual costs. The hourly rates are specified in the contract.

## **25. Dismantling and removal**

Immediately after the event, and within the rental period, the Organiser is obliged to ensure that all items are dismantled and removed (including any waste and packaging) which have been brought to the rooms operated by Palais Events by the Organiser or third parties commissioned by it. If items are not dismantled and removed without delay, Palais Events may carry out removal and disposal at the Organiser's expense. This does not apply to services ordered directly from Palais Events.

## **26. Regulation (EU) NO 1169/2011 (FIC)**

Palais Events will label the 14 substances or products causing allergies as specified in the relevant legislation (Regulation [EU] No 1169/2011 Lebensmittelinformationsverordnung [European Food Information to Consumers Regulation]). However, there are other substances or products that may cause food allergies or intolerances. Despite careful preparation, the food provided may also contain traces of other substances or products used in the kitchen during the preparation process in addition to the labelled ingredients.

## **27. Tabakgesetz [Tobacco act]**

The provisions of section 13a Tobacco Act apply in the facilities hired. Following the amendment of the Tobacco Act, our facilities are classified as a public place, meaning that the protection of non-smokers must be ensured at all events. If an event is private, and the Organiser's guests form part of a group limited in number by the Organiser in advance, the Contractual Partner decides whether to allow smoking in appropriate facilities and assumes liability for this decision. This does not include the main room and rooms where food or beverages are served, where smoking is prohibited.

## **28. Fire safety provisions**

Fire extinguishers and other safety equipment must not be obstructed, covered or blocked. All corridors in the rooms, as well as exits and emergency exits must be kept clear across their entire width and must not be blocked by set-up material, means of transport, building components or other items.

Performances that include naked lights and flames or pyrotechnics are not permitted. If smoke machines are to be used, Palais Events must be informed three weeks in advance and a fire safety officer must be present at the event.

Any use of fire, particularly indoor fireworks, is strictly forbidden in the event spaces, in the approaches to the event spaces, in corridors, on stairs and in the entire entrance area. This



also includes use of naked flames (except candles as part of the agreed decorations), flambéing, cooking (browning, heating etc.) and the use of gas.

### **29. Breaches of the rental conditions and of the law**

Strict compliance with the rental conditions and all instructions, conditions, rules and legal regulations specified therein, as well as related statutory provisions and regulations of public authorities responsible for approving events is essential. All fire safety regulations, all commercial law and local police regulations and the house rules must also be complied with. The Contractual Partner must implement all measures required by representatives of public authorities immediately and at its own expense. In the event of non-compliance with and/or breaches of the rental and event agreement, the contractual agreements and the house rules, as well as breaches of legal provisions or official regulations, Palais Events is entitled to arrange for the event-related fittings to be dismantled at the Contractual Partner's expense, or the vacation of the premises without legal proceedings.

### **30. Advertising**

Any advertising containing references to events to be held in facilities operated by Palais Events requires the prior written approval of Palais Events.

The Organiser consents to the use by Palais Events of publicly available images, videos, press releases and the like relating to events staged at the facilities in Palais Ferstel, Palais Daun-Kinsky and Wiener Börsensäle for its own PR and marketing purposes..

### **31. Data protection**

The Contractual Partner expressly consents to the automated processing by Palais Events of the personal data provided by the Organiser and the use of such data by Palais Events for direct marketing purposes, in accordance with the applicable legal provisions.

Given the particular nature of providing event services, it is essential to be able to store and to forward the personal details of the participant in an event. The Customer consents to place participants' personal details at the disposal of Palais Events Veranstaltungen GmbH, and offers the same consent concerning the details of companies which are required for the provision of agreed services, and the Customer accepts that personally-related details may be passed on – in the interests of the satisfactory completion of services ordered – to:

- Service providers and to
- Public authorities, and to banks, for purposes relating to official reporting obligations, taxation requirements and other legally stipulated purposes.

If it should arise that the forwarding of data for personal details comes to be conducted not by the affected party himself/herself but by other representatives of the Customer, then the Customer accordingly agrees to notify the party being the subject of the forwarding of data to Palais Events Veranstaltungen GmbH, and being the subject of the forwarding of data by Palais Events Veranstaltungen GmbH to the categories of recipients defined above. Palais Events Veranstaltungen GmbH shall treat such data in confidence as required by the

applicable data-protection provisions, and shall pass the data to third parties only if this is necessary for purposes of the representation service that has to be provided, or if such sharing of data is obligatory under legal regulations. A detailed description of joint rights & obligations – together with an indication of the contact persons competent to deal with questions on data protection – can be found on [www.palaisevents.at/en/privacy-statement](http://www.palaisevents.at/en/privacy-statement) in the section dealing with the data-protection declaration.

### **32. Statute of limitations**

Any claims of the Contractual Partner against Palais Events must be enforced in writing within six months of the end of the event, otherwise the claims will be deemed to have lapsed.

### **33. Applicable law and jurisdiction**

This contractual relationship is governed exclusively by Austrian law under exclusion of its conflict of law rules. The place of jurisdiction is the competent court for the first district of Vienna (Innere Stadt).

Amendments and additions to the contract, including to individual passages, must be made in writing. The details stated are accepted upon signature by both parties.