

## General Terms and Conditions for Event Organisation – Austria

### I. Scope

1. These General Terms and Conditions apply for contracts on the lease of conference, banquet and meeting space of the respective operating company of the hotel (hereinafter referred to as "Hotel") for the organisation of events such as conferences, banquets, seminars, meetings and other events as well as on any further supplies and services by the Hotel connected therewith, in particular the booking of accommodation.
2. Derogating terms and conditions, even if included in the general terms and conditions of the Contractual Partner, shall not apply unless expressly acknowledged in writing by the Hotel.

### II. Conclusion of Contract, Contractual Partner

1. The Contract on Event Organisation (hereinafter referred to in short as "Contract") shall come into existence by Ordering Party's acceptance of the Hotel's offer in writing. The parties to this contract are the respective operating company of the Hotel and the Ordering Party. If the Ordering Party concludes the Contract on behalf of a third party, the latter shall become the Contractual Partner of the Hotel in lieu of the Ordering Party; the Ordering Party shall in particular inform the Hotel of this fact in due time before the Contract is concluded and provide the Hotel with the name and address of the actual Contractual Partner.
2. If the Ordering Party evidently concludes the Contract on behalf of a third party or if the third party has instructed a commercial agent or organiser to complete the Contract, the Ordering Party, the agent or the organiser shall be jointly and severally liable with the third party, who shall become a Contractual Partner, for any obligations arising from the Contract to the extent the Hotel was so notified by the Ordering Party, agent or organiser. Irrespective thereof, the Ordering Party shall pass on all booking-related information to the third party, in particular the present General Terms and Conditions. The statutory provisions relating agency without authority (*negotiorium gestio*) shall not be affected thereby.
3. Sub-letting and re-letting of the let rooms, space or glass cases as well as invitations to job interviews, sales and other events shall require the Hotel's prior written consent.

### III. Services, prices, payment, set-off

1. The Hotel shall render the services ordered by the Contractual Partner and agreed by the Hotel in accordance with the present General Terms and Conditions.
2. The Contractual Partner shall pay the prices of the Hotel agreed for these services. This also applies to services and expenses of the Hotel incurred for third parties, in particular also to claims of copyright collection societies, in connection with the event if such expenses and services have been contractually agreed upon or consented to by the Contractual Partner. Moreover, the Contractual Partner shall be liable for the payment of all food and beverages ordered by the participants of the event as well as any other costs incurred by the participants of the event.
3. The prices agreed shall include VAT at the applicable rate. If the period elapsing between conclusion of the Contract and performance of the Contract exceeds four months and if VAT at the applicable statutory rate or any applicable local taxes and levies increase or decrease after conclusion of the Contract or if new local taxes or levies are introduced, the Hotel reserves the right to increase or reduce the agreed prices by the amount by which the applicable VAT or local taxes and levies have increased or decreased or by the amount of the newly introduced local taxes and levies.

4. Upon receipt, invoices issued by the Hotel shall become due for payment immediately, without deduction. The Customer shall be in default at the latest upon failure to pay within 30 days after the due date and receipt of an invoice. This shall apply to a Contractual Partner who is consumer only if these consequences have been specified in the invoice. The Hotel is reserved the right to prove a higher damage. For each reminder sent after default occurs, the Hotel may charge a reminder fee in the amount of € 5.00.
5. The Hotel is entitled to request from the Contractual Partner, on conclusion of the Contract or later, a reasonable advance payment or security in the form of a credit card guarantee, down-payment or similar. The amount of the advance payment and the payment dates may be agreed in the Contract in writing.
6. In justified cases, e. g. payment arrears of the Customer or expansion of the contractual scope, the Hotel is entitled to request, also after conclusion of the Contract up to the commencement of the stay, an advance payment or furnishing of security within the meaning of clause 5 above or the increase in the advance payment or security agreed in the Contract up to the full agreed remuneration.
7. Moreover, the Hotel is entitled to call and declare as due claims accruing during the event by issuing an interim invoice or requesting immediate payment.
8. The Contractual Partner shall be entitled to a set-off or a reduction against a claim of the Hotel with only undisputed or *res iudicata* claims.

### IV. Rescission by the Contractual Partner, cancellation

1. The services offered by the Hotel are accommodation and leisure services within the meaning of section 18 (1) Z 10 of the Act on Off-Premises and Distance Contracts (*Fern- und Auswärtsgeschäfte-Gesetz, FAGG*) which are rendered for a particular date or within a particular period. The Contractual Partner is therefore not entitled to a statutory right of rescission pursuant to section 11 FAGG.
2. However, the Hotel grants to the Contractual Partner a right of rescission at any time subject to the following conditions:
  - a) If a Contractual Partner rescinds the booking, the Hotel shall be entitled to reasonable compensation.
  - b) It shall be at the Hotel's discretion to claim from the Contractual Partner a lump-sum rescission compensation instead of a specifically calculated compensation. In the case of rescission more than 60 days before the date of the event, the lump-sum rescission compensation shall amount to 50 % of the contractually agreed price for the event, in particular for the provision of the hotel space, the rooms and the provision of food and beverage. In the case of rescission fewer than 60 days prior to the date of the event, the lump-sum rescission compensation shall amount to 80 % of the contractually agreed price for the event, in particular for the provision of the hotel space, the rooms and the provision of food and beverage. The amount contractually agreed shall be calculated in accordance with the agreed number of participants. If a price for food and beverage has not yet been contractually fixed, the lowest-priced 3-course menu of the respective event offer applicable at that time shall form the basis of the lump-sum compensation. The Contractual Partner shall be free to prove that the Hotel has not suffered any damage, or that the damage incurred to the Hotel amounts to less than the lump-sum rescission compensation claimed.
  - c) If the Hotel calculates the damage specifically, the amount of

such reasonable damage may total as a maximum the contractually agreed price for the services to be rendered by the Hotel, less the value of the expenses saved by the Hotel as well as the amount accruing to the Hotel from supplies and services rendered to any other contractual partners instead.

3. The above provisions on the compensation shall apply *mutatis mutandis* if the Contractual Partner does not make use of the booked services and fails to notify this fact to the Hotel in due time.
4. If the Hotel has granted to the Contractual Partner an option to rescind the Contract within a certain period without any further legal consequences, the Hotel shall not be entitled to any compensation. For the question of whether the notice of rescission is made in due time, receipt thereof at the Hotel shall be decisive. The Contractual Partner must give notice of rescission in writing.

#### **V. Rescission by Hotel**

1. If a rescission right free of charge has been granted to the Contractual Partner according to IV clause 4, the Hotel shall likewise be entitled to rescind the Contract within the agreed period in the event that other guests and customers inquire for the booked rooms and meeting spaces and the Contractual Partner does not waive its free-of-charge rescission right pursuant to IV clause 4 after being requested to do so by the Hotel.
2. If an agreed advance payment or security, or such advance payment or security as requested pursuant to clause III paras. 5 and/ or 6, is not performed, also after expiry of a grace period set by the Hotel, the Hotel shall also be entitled to rescind the Contract.
3. Moreover, the Hotel is entitled to rescind the Contract for good cause, in particular if
  - force majeure or other circumstances not attributable to the Hotel make it impossible to perform the Contract;
  - misleading or incorrect statements on material facts have been used in booking events, for example with respect to the name of the organiser or the purpose of event;
  - the Hotel has good reason to assume that the event may jeopardise the Hotel's smooth business operations, safety, or reputation in the public, without such matters being attributable to the Hotel's scope of control or organisation;
  - unauthorised sub-letting or re-letting according to clause II para. 3 exists;
  - a case of clause VI para. 3 exists;
  - the Hotel has gained knowledge of the fact that the financial situation of the Contractual Partner has considerably worsened after conclusion of contract, in particular if the Contractual Partner does not settle due claims of the Hotel or does not provide sufficient security and as a result payment claims of the Hotel appear to be jeopardised;
  - the Contractual Partner has filed an application for the opening of insolvency proceedings, submitted a statement of assets according to section 47 of the Austrian Code of Execution (Exekutionsordnung, EO), initiated extra judicial proceedings for the settlement of debts, or suspended its payments;
  - insolvency proceedings are opened on the assets of the Contractual Partner or the opening of the same is rejected for lack of assets or any other reasons.
4. Prior to exercising its revocation right, the Hotel shall inform the Contractual Partner thereof in writing without undue delay.
5. In the above cases of rescission, the Contractual Partner shall not be entitled to compensation for damage.

#### **VI. Arrival and departure**

1. The Contractual Partner shall not be entitled to the provision of

specific rooms unless the Hotel has confirmed the provision of specific rooms in writing.

2. Booked rooms shall be available to the Contractual Partner from 3.00 p.m. on the agreed date of arrival. The Contractual Partner shall not be entitled to earlier provision unless it has agreed on this with the Hotel in writing.
3. Booked rooms shall be claimed by the Contractual Partner or by the respective participants of the event on the agreed date of arrival by 6.00 p.m. at the latest. Unless a later time of arrival has expressly been agreed, the Hotel shall have the right, after 6.00 p.m., to place the booked rooms with other customers, without the Contractual Partner being able to claim any compensation as a result. In this regard the Hotel shall be entitled to rescission.
4. On the agreed date of departure, the rooms shall be vacated and placed at the Hotel's free disposal by 12.00 p.m. at the latest. For rooms not vacated by then, the Hotel may charge, beyond the damage incurred to it thereby, until 6.00 p.m. the daily room rate for the additional use of the room and from 6.00 p.m. 100 % of the full applicable price for board and lodging. The Contractual Partner is free to prove to the Hotel that no damage or a considerably lower damage was incurred to the Hotel.

#### **VII. Changes in number of participants and time of event**

1. Upon placing the order, the Contractual Partner shall indicate to the Hotel how many persons are expected to participate in the event. Four working days prior to the event at the latest, the Hotel must receive notice of the final number of participants in writing so as to ensure thorough preparation. A change in the number of participants by more than 5 %, but at least two persons, shall require the Hotel's consent.
2. When charging services to be rendered by it based on the number of registered participants (such as food and beverage), the Hotel shall calculate its price based on the actual number of persons present if the registered and contractually agreed number of participants increases. If the contractually agreed number of participants decreases by more than 5 %, the Hotel shall be entitled to charge for the contractually agreed number of participants less 5 %.
3. If the number of participants decreases by more than 10 %, the Hotel shall be entitled to reasonably increase the prices and to change the confirmed rooms unless such increase and/or change would be unreasonable for the Contractual Partner. The prices may also be changed by the Hotel if the Contractual Partner subsequently wishes to make changes to the number of the participants, the services of the Hotel or the duration of the event, and the Hotel gives its consent thereto. If a separable part of a booked event is not used, the Hotel may request reasonable compensation for the part not called pursuant to the provisions of clause IV para. 1 a) to c).
4. In the event of an increase in the number of participants, the calculation shall be made based on the actual number of participants.
5. The Contractual Partner is free to prove that the Hotel's expenditure savings are higher.
6. If the agreed times scheduled for the beginning and the end of the event are postponed without the Hotel's prior written consent, the Hotel may invoice additional costs for the provision of personnel and equipment unless the Hotel is responsible for such postponement.
7. For events lasting later than 11.00 p.m., the Hotel may, unless otherwise provided, charge its personnel costs as of such time

on an itemised basis. Moreover, the Hotel may invoice travel expenses incurred to its staff on an itemised basis if they have to leave for home outside public transport operating hours.

#### **VIII. Food and beverages brought in**

The Contractual Partner may bring along food and beverage to the events only if this is agreed with the Hotel in writing. In these cases the Hotel may charge a service fee to cover the overhead costs.

#### **IX. Holding of the event**

1. If the Hotel obtains technical or other equipment for the event from third parties for and on instruction of the Contractual Partner, it shall act on behalf of, on authorisation by and for the account of the Contractual Partner. The Contractual Partner shall be liable for careful handling and orderly return of such equipment. It shall indemnify the Hotel from any claims asserted by third parties resulting from the use of such equipment.
2. The use of electrical equipment owned by the Ordering Party or the Contractual Partner with the Hotel's power mains shall require the Hotel's prior written consent. Any disruptions or damage to the Hotel's technical installations resulting from the use of such devices and equipment shall be borne by the Contractual Partner unless such damage is attributable to the Hotel. The Hotel is entitled to record and charge the electricity costs resulting from such use on a flat-rate basis.
3. With the Hotel's consent, the Contractual Partner is entitled to use its own telephone, telefax and data transmission equipment. The Hotel may charge line and connection fees for such use.
4. The Hotel shall endeavour to eliminate any disruptions occurring in the technical or other equipment provided by the Hotel immediately after being notified of these. Payments may only be withheld or reduced if the Hotel fails to eliminate the disruption or provide a replacement within a reasonable period of time.
5. The Contractual Partner shall procure at its own expense all consents of the authorities as may be required to carry out the event. It is responsible for complying with such consents as well as any other provisions under public law in connection with the event. Official supervisory bodies, public authority officials as well as employees and representatives of the Hotel shall be given access to the rooms and spaces forming the subject matter of the Contract without undue delay. If the Contractual Partner delegates performance of services as part of the event (such as assembly works, etc.) to third parties, the Contractual Partner also shall ensure observance of all relevant occupational protection and safety regulations.
6. The Contractual Partner is responsible for satisfying the formalities and for settlement with the competent institutions (e.g. Austrian music copyright collection society AKM) as required within the scope of music performance and sound systems arranged by the Contractual Partner itself.
7. The Contractual Partner may not use names and trademarks of the Hotel as part of advertising for the event except as agreed on in advance with the Hotel.

#### **X. Items brought in**

1. Should the Contractual Partner bring along exhibition pieces or other items – even personal items – to the event rooms/the Hotel, it shall do so at its own risk. The Hotel accepts no liability for loss, destruction or damage except in cases of gross

negligence or wilful intent on the part of the Hotel. Statutory liability according to sections 970 et seq. of the Austrian General Civil Code (Allgemeines Bürgerliches Gesetzbuch – ABGB) shall not be affected thereby.

2. Decoration material brought in must comply with the fire prevention regulations for which the Hotel is entitled to request a confirmation issued by the competent authorities. If such confirmation is not furnished, the Hotel shall be entitled to remove material already brought along at the Customer's expense. Given the potential damage involved, installation and mounting of items shall require prior consultation and agreement with the Hotel.
3. After the end of the event, the exhibition or other items brought in shall be removed without undue delay. The Hotel is entitled to remove and store any items left behind at the Contractual Partner's expense. If such removal involves an unreasonably high expenditure, the Hotel is entitled to leave the items in the room in which the event took place and to charge the respective rent for such room for the time during which the items remain therein. The Contractual Partner is reserved the right to prove that less damage has been incurred and the Hotel reserved the right to prove that higher damage has been incurred.
4. Packaging material (cardboard, boxes, plastic material, etc.) originating from the Contractual Partner or a third party in connection with the delivery of items for the event shall be disposed of or removed by the Contractual Partner prior to or after the event. If the Contractual Partner leaves packaging material in the Hotel, the Hotel shall be entitled to dispose of it at the Contractual Partner's expense.

#### **XI. Liability of the Contractual Partner**

1. The Contractual Partner shall be liable for any damage to the building or its contents caused by the participants, or visitors of the event, employees, any other third parties for whom it is responsible, by itself or by its legal representatives.
2. The Hotel may request that the Contractual Partner provide reasonable security in order to cover any possible damage (e.g. insurance, guaranty deposits, guarantees).

#### **XII. Liability of Hotel, limitation**

1. The Hotel is liable for all damage arising from injury to life and limb in accordance with the statutory provisions.
2. In the event of other damage, the Hotel shall be liable only if the damage is attributable to intentional or grossly negligent breach of duty on the part of the Hotel, its legal representatives or executive employees.
3. Except in cases of liability for a defect after a guarantee has been given for the quality of an object or a work, or in cases of fraudulently concealed defects or injury to persons, the above liability limitations shall apply to all claims for damages irrespective of their legal basis, including claims based on tort. The aforementioned limitations of liability shall also apply in the event of any claims for damages of a Contractual Partner against employees or agents of the Hotel.
4. For items brought into the Hotel, the Hotel shall be liable to the Contractual Partner in accordance with the statutory provisions, i.e. up to a maximum amount of € 1,100.00, unless it can prove that the damage was caused neither by the Hotel, nor by an employee, nor by third parties entering and leaving the Hotel. In these circumstances, the Hotel shall be liable for valuables, cash and valuable documents up to a maximum amount of € 550.00 unless it took custody of these things in the know-

ledge of their value, or the damage was caused by the Hotel or its staff. The liability claims lapse if the Contractual Partner does not notify the Hotel without undue delay of the loss, destruction or damage upon acquiring knowledge thereof. However, this shall not apply if the things have specially been entrusted to the Hotel for safekeeping in the central safe. For valuables, jewellery, large amounts of cash and securities, the Hotel shall be liable only if such items are deposited in the central safe against remission of a receipt.

5. If the Contractual Partner – even against payment – is provided with a parking space in the garage or the car-park of the Hotel, the Hotel shall be liable to the Contractual Partner in accordance with the statutory provisions and up to the maximum amount stipulated by statute. In this case, the damage must be claimed against the Hotel on departure from the Hotel at the latest.
6. Wake-up services shall be performed by the Hotel with the utmost care. Claims for damages shall be excluded except in cases of gross negligence or wilful intent.
7. The Hotel shall treat with care messages, mail and consignment of goods for the Contractual Partner and the participants. The Hotel shall ensure delivery, storage and, upon request and against payment, forwarding of the same as well as of found items upon inquiry. Claims for damages shall be excluded except in cases of gross negligence or wilful intent. The Hotel is entitled to hand over the aforementioned items to the local lost property office after a storage period of one month at the latest and charging a reasonable fee. Claims for damages of the Contractual Partner shall fall under the statute of limitations three years from the injured party having gained knowledge of the damage and of the identity of the party responsible for the damage. This shall not apply to damage resulting from injury to life, limb or health nor to other damage attributable to a breach of an obligation committed by wilful intent or gross negligence by the Hotel, one of the Hotel's legal representatives or one of its agents.

### **XIII. Final provisions**

1. Changes or amendments to the Contract or the acceptance of the offer shall require the consent of the Contractual Partner and shall be made in writing.
2. Place of performance and payment shall be the registered office of the Hotel.
3. If the Contractual Partner is a consumer and has his/her place of domicile or habitual place of residence in Austria, legal actions against the consumer may be filed exclusively at the consumer's domicile, habitual place of residence or place of employment. If the Contractual Partner who is a consumer has his/her domicile in a Member State of the European Union (with the exception of Austria), Iceland, Norway or Switzerland, the court having local or material jurisdiction for the domicile of the consumer shall exclusively have jurisdiction for legal actions brought by the consumer. The Hotel is not willing and not under an obligation to participate in dispute resolution proceedings before a consumer conciliation body. The European Commission makes available on the Internet a platform for dispute resolution at the following link: <http://ec.europa.eu/consumers/odr/>. This platform serves as a point of contact for extra judicial dispute resolution for disputes arising under online purchase or services contracts to which a consumer is party.
4. The laws of the Republic of Austria shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) as well as to the exclusion of the

referral rules of private international law (in particular the Austrian Private International Law Act (Internationales Privatrecht-Gesetz, IPRG) and the Convention on the Law Applicable to Contractual Obligations (Rome Convention)).

5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. Moreover, the statutory provisions shall apply.

### **Conclusion of contracts with entrepreneurs**

The following provisions and those on the next page shall apply to entrepreneurs, or replace/supplement the general clauses above as shown below:

#### **Re. III. Services, prices, payment**

(addition for entrepreneurs): The agreed prices shall include VAT at the applicable statutory rate. If the period elapsing between conclusion of the Contract and performance of the Contract exceeds four months and if VAT at the applicable statutory rate or any applicable local taxes and levies increase after conclusion of the Contract or if new local taxes or levies are introduced, the Hotel reserves the right to increase the agreed prices by the amount by which the applicable VAT or local taxes and levies have increased or by the amount of the newly introduced local taxes and levies.

#### **Re. IX. Holding of the event**

(addition for entrepreneurs): If the connection of the Contractual Partner's own systems results in the Hotel systems suitable for the intended purpose remaining unused, a reasonable compensation for loss of use may be charged.

#### **Re. IX. – Point 4**

This point is to be replaced by the following clause (change for entrepreneurs): The Hotel shall endeavour to remediate immediately any disruptions to the technical or other equipment provided by the Hotel as notified by the Contractual Partner without undue delay. Payment may not be withheld or reduced unless the disruptions are attributable to the Hotel.

#### **Re. XII. Liability of the Hotel, statute of limitations**

(addition for entrepreneurs): In the event of any disruption to or defects in the services of the Hotel, the Hotel shall endeavour to remedy the same as notified by the Contractual Partner without undue delay. If the Contractual Partner culpably fails to notify the Hotel of a defect, this shall not establish a right to reduce the contractually agreed remuneration.

#### **Re. XII. – Point 2**

This point is to be supplemented by the following clause (change for entrepreneurs): The liability of the Hotel for property and pecuniary damage (but not for personal injury) shall be limited to blatant gross negligence and wilful intent. No compensation shall be paid for consequential loss, intangible damages or indirect losses as well as loss of profits. Any losses or damage to be compensated shall be limited for each claim individually and all claims arising from and in connection with the contractual services to a maximum amount of € 500,000.00 for property damage and – to the extent to be compensated by statute and not contractually excluded – for pecuniary losses to a maximum amount of € 50,000.00.

**Re. XII. – Point 10**

Point 10 – 1st sentence is to be replaced by the following clause (change for entrepreneurs): Claims for damages of the Contractual Partner must be made within two years from the end of the event.

**Re. XIII. – Point 1**

This point is to be replaced by the following clause (change for entrepreneurs): Changes or amendments to the Contract or the acceptance of the offer shall be made in writing. Any unilateral

changes or modifications on the part of the Contractual Partner shall be invalid.

**Re. XIII. – Point 3**

The exclusive place of jurisdiction shall be the registered office of the Hotel, with the Hotel moreover being entitled to assert its rights before any other court having local or material jurisdiction.

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