

## **GENERAL TERMS AND CONDITIONS**

The generic masculine chosen in this document refers to male, female and other gender identities.

### **1 APPLICABILITY**

**1.1** Wiener Kongresszentrum Hofburg Betriebsgesellschaft m.b.H. (HOFBURG Vienna) operates the congress centre Hofburg on the premises of the Vienna Hofburg.

**1.2** These General Terms and Conditions shall apply to all contracts between HOFBURG Vienna and the contractor to whom rooms, areas and furnishings are made available for use for an event for a limited period of time and for whom HOFBURG Vienna renders services.

### **2 CONTRACTOR**

**2.1** Contractor shall mean a person who concludes a contract with HOFBURG Vienna for using rooms, areas and furnishings for a limited period of time and for having services rendered by HOFBURG Vienna for an event in the Vienna Hofburg.

**2.2** If the contractor is not the organiser itself or if the contractor commissions a commercial agent or an agency, they shall be jointly and severally liable together with the contractor. In such case the contractor shall be obliged to present a statement of the organiser or the commercial agent or the agency with which the same undertake to assume all agreed and statutory duties and liabilities vis-à-vis HOFBURG Vienna jointly with the contractor.

**2.3** The contractor may only pass on rights under the contract with HOFBURG Vienna to third parties upon HOFBURG Vienna's prior written consent. In such case the third party shall be jointly and severally liable with the contractor of HOFBURG Vienna.

### **3 SUBJECT MATTER OF CONTRACT**

Subject matter of the contract shall be the making available of rooms, areas and furnishings for an event in the Vienna Hofburg for a limited period of time and the rendering of agreed services by HOFBURG Vienna.

### **4 SCOPE OF SERVICES**

**4.1** HOFBURG Vienna shall make available the agreed rooms, areas and furnishings to the contractor for the agreed purpose for the agreed period of time and shall render the agreed services.

**4.2** The event must be in line with the standards of HOFBURG Vienna. Therefore, the contractor shall inform HOFBURG Vienna in detail about the purpose, type, programme, and number of participants of the event as well as about all planned artistic performances prior to conclusion of the contract. Including

any activities that take place on the outside areas of the Hofburg in connection with the event on the premises of the HOFBURG Vienna. HOFBURG Vienna will endeavor to make appropriate contact for inquiries about outside areas. After conclusion of the contract the contractor shall immediately inform HOFBURG Vienna about all changes, such as in the number of participants, period of the event, areas required and the programme.

**4.3** Additional services which become necessary due to the contractor's change requests will be invoiced separately.

## **5 CONCLUSION OF CONTRACT**

After conclusion of the contract negotiations HOFBURG Vienna will submit an offer to the contractor which includes all agreed services and terms and conditions as well as a payment plan. The contract between HOFBURG Vienna and the contractor shall be deemed concluded as soon as the contractor accepts the offer by paying the first instalment stated in the offer in a timely manner. The date of the contract shall be the date this first instalment is credited to the account of HOFBURG Vienna.

## **6 FEE**

**6.1** The agreed fee shall include all services of HOFBURG Vienna stated in the offer. The price level and information on an index adjustment are set out in the offer and are valid.

**6.2** Additional services shall be taken into account and invoiced in the final invoice. All fees shall be invoiced plus value-added tax (VAT).

**6.3** The Contracting Party must use spaces at the HOFBURG Vienna almost exclusively (i.e. at least 95 %) to generate revenue that does not exclude the deduction of input tax. If this does not apply to the Contracting Party in question, the invoice amount is the gross amount shown (in accordance with section 4 Value Added Tax Act). The amount including current statutory VAT will be the invoice amount billed.

## **7 FINAL INVOICE**

The final invoice shall be issued after the agreed end of the event. Complaints/objections concerning the final invoice may only be made within ten (10) working days of receipt of the final invoice and shall be made/sent in writing to HOFBURG Vienna.

## **8 TERMS OF PAYMENT**

**8.1** All invoice amounts shall be paid into the account advised by HOFBURG Vienna. Bank charges and credit card charges shall be borne by the contractor.

**8.2** In the case of default of payment HOFBURG Vienna will charge default interest of 12 % p.a. above the applicable base interest rate of the Austrian central bank [Oesterreichische Nationalbank] as well as all costs, bank charges, default charges, costs of collections, etc. which were caused by the default of payment.

## **9 LEGAL TRANSACTION FEES**

Any legal transaction fees, taxes and public charges incurred in connection with this contract or the contractor's event shall be borne by the contractor and the contractor shall indemnify and hold HOFBURG Vienna harmless in this respect.

## **10 RESCISSION OF CONTRACT AND CANCELLATION FEE**

If the contractor rescinds the contract after conclusion of the contract, it shall be obliged to pay a cancellation fee the amount of which shall depend on the time of the rescission of contract and shall be calculated on the basis of the offer sum or the fee as defined in Item 1 of the offer.

### **10.1 Rescission of contract (by the contractor)**

The cancellation fee shall amount to:

- .. 20 % in the case of rescission of contract until 18 months before the event starts
- .. 40 % in the case of rescission of contract until 9 months before the event starts
- .. 70 % in the case of rescission of contract until 2 months before the event starts

calculated on the basis of the fee stated in Item 1 of the offer.

In the case of rescission of contract within two (2) months of commencement of the event the cancellation fee shall amount to 100 % of the total offer sum.

In addition, the contractor shall reimburse HOFBURG Vienna all expenses already incurred under the contract.

HOFBURG Vienna shall endeavour to find another user for consideration and shall credit the contractor any earnings from such use by third parties.

### **10.2 Partial rescission**

If the contractor rescinds the contract within eight (8) months of commencement of the event only with regard to a part of the rooms or areas of up to 50 % of the rooms and areas originally agreed or if it reduces the term of contract by not more than half, this shall be deemed a partial rescission and the contractor shall thus pay the following cancellation fees:

The cancellation fee shall amount to:

- .. 40 % in the case of partial rescission of contract until 6 months before the event starts
- .. 70 % in the case of partial rescission of contract until 2 months before the event starts

calculated on the basis of the fee stated in Item 1 of the offer.

In the case of partial rescission of contract within two (2) months of commencement of the event the cancellation fee shall amount to 100 % of the fee for the cancelled rooms.

Partial rescission shall only be possible once.

In addition, the contractor shall reimburse HOFBURG Vienna all expenses already incurred under the contract.

### **10.3 Cancellation**

The cancellation fees shall not be subject to a judicial right of reduction.

If the contractor cancels more than 50 % of the rooms, areas and services agreed, HOFBURG Vienna shall be entitled to rescind the entire contract. In this case the contractor shall pay a cancellation fee as defined in Clause 10.1

HOFBURG Vienna shall immediately invoice the cancellation fee and the cancellation fee shall become immediately due for payment. Any other claims for damages to which HOFBURG Vienna becomes entitled due to the rescission of contract shall not be affected thereby.

## **11 AUTHORISED REPRESENTATIVES**

The contractor shall advise in writing an authorised representative for the event in due time before the agreed commencement of the event who acts as a direct contact (person) for HOFBURG Vienna. This authorised representative shall be entitled to accept service of directions and orders of public authorities or instructions, orders and declarations of HOFBURG Vienna in a legally binding manner for the contractor.

## **12 RESCISSION OF CONTRACT (BY HOFBURG VIENNA)**

**12.1** HOFBURG Vienna may rescind the contract without notice, after expiration of a reasonable grace period, if any, in the case that:

- .. the contractor does not effect the agreed payments in time or that it is in default of payment of obligations under other contracts with HOFBURG Vienna for more than thirty (30) days,
- .. the contractor violates the General Terms and Conditions,
- .. the contractor cancels more than half of the services agreed,
- .. the contractor does not present the statutory permits required in a timely manner or the public authority prohibits the event,
- .. the event is in conflict with the agreements or the standards of HOFBURG Vienna, violates statutory provisions or that a disruption of the public law, order and security has to be feared,
- .. insolvency proceedings are opened over the contractor's assets.

**12.1.1** The contracting parties' right to a justified early rescission of contract for any other important reason shall not be affected thereby.

**12.1.2** The contractor may rescind the contract in whole or in part without stating reasons. In the case of rescission of contract the contractor shall pay a cancellation fee in accordance with Clause 10.

### **13 DUE CARE OF THE CONTRACTOR**

**13.1** The contractor shall use the provided rooms, areas and furnishings for the designated purpose and as agreed in the contract and treat them in a careful and proper manner and it shall return them after the agreed period of time in a condition that is equal to the condition in which it took them over, save for normal wear and tear.

**13.2** The contractor shall use the technical equipment and terminals of HOFBURG Vienna and present a detailed technical plan prior to commencement of the event.

### **14 SETTING UP AND BRINGING ITEMS**

**14.1** All deliveries must be arranged in cooperation with our partner company IML - Messe Logistik GmbH (contact: Wolfgang Unzeitig, tel. +43 (0)660 26 47 582, e-mail [wolfgang.unzeitig@iml-vienna.at](mailto:wolfgang.unzeitig@iml-vienna.at)). Direct deliveries to the HOFBURG Vienna will not be accepted.

**14.2** For bringing, installing, mounting and using audio-visual and other technical equipment or trade fair and exhibition booths/stands as well as for all decoration the contractor shall obtain the prior written consent of HOFBURG Vienna.

**14.3** The contractor may commission the service companies of HOFBURG Vienna for all technical works. Commissioning third-party companies shall be subject to prior written consent of HOFBURG Vienna, see Clause 28. In any case, the contractor shall bear the costs for companies commissioned by it.

**14.4** HOFBURG shall not be liable for the items brought by the contractor.

### **15 PARKING SPACE**

If parking spaces are required during an event, it is possible to register for the short-term parking zone, subject to availability. Please note that the transfer of parking spaces for a fee is prohibited.

### **16 DISMANTLING AND WASTE DISPOSAL**

**16.1** The brought items shall be dismantled and removed in a timely and proper manner. After the end of the contract HOFBURG Vienna may remove, dispose and store the items brought by the contractor at the contractor's cost and risk.

**16.2** The contractor shall immediately dispose waste of any and all kind that is caused by the event and/or its setting-up and dismantling at its own cost. If the contractor violates this duty HOFBURG Vienna may have the waste disposed at the contractor's cost.

## **17 OFFICIAL APPROVALS**

**17.1** The contractor shall obtain all required permits and approvals at its own cost and present them to HOFBURG Vienna prior to commencement of the event. The contractor shall immediately fulfil official requirements at its own cost and provide evidence of such fulfilment. The contractor or its authorised representative shall be present at official commissionings.

**17.1.1** In the case of imminent danger HOFBURG Vienna shall be entitled and authorised to make statements for the contractor to prevent a cancellation of the event.

**17.1.2** If an authority imposes a penalty on HOFBURG Vienna for violating official requirements and statutory provisions in connection with the contractor's event, the contractor shall indemnify and hold HOFBURG Vienna harmless upon first request.

## **18 DELIVERY**

**18.1** The delivery of the agreed rooms, areas and furnishings to the contractor shall be made on the occasion of joint inspection. The contractor shall immediately notify any defects, otherwise it shall waive its right to have the defects repaired and any other claims.

**18.2** After the end of the event the contractor shall return the rooms, areas and furnishings to HOFBURG Vienna on the occasion of a joint inspection.

## **19 STRUCTURAL CHANGES**

The contractor may only make structural and technical changes in the Vienna Hofburg that were agreed in the contract. For that purpose the contractor shall commission the service companies of HOFBURG Vienna or third-party companies that are familiar with the official and technical conditions in the Vienna Hofburg. The cost of structural and technical changes shall be borne by the contractor. The contractor may lay provisional lines only with the consent of HOFBURG Vienna.

## **20 PROMOTIONAL MATERIAL**

The contractor may advertise in the rooms made available for use and in the entrance areas only with the consent of HOFBURG Vienna and shall submit publication material to HOFBURG Vienna for approval prior to their distribution. This shall also apply to advertising measures of third parties.

## **21 SALES ACTIVITIES**

Distributing and selling goods of all kinds as well as any other commercial activities shall be subject to the prior written consent of HOFBURG Vienna. The contractor shall obtain the permits required therefor at its own cost and be liable for charges and taxes, if any.

## **22 COMMERCIAL PHOTOGRAPHS**

Taking photographs for commercial purposes at public events with live audience shall be subject to the prior written consent of HOFBURG Vienna.

## **23 FILM-, VIDEO AND SOUND RECORDINGS**

**23.1** Film, video and sound recordings as well as the public presentation of film, video, music and sound recordings as well as the reproduction and broadcasting of other works in the Vienna Hofburg shall be subject to the prior written consent of HOFBURG Vienna. All licence fees shall be borne by the contractor.

**23.2** The contractor may make film, video and sound recordings and take photographs for its own purposes.

**23.3** The HOFBURG Vienna reserves the right to produce audio-visual material during events in the form of photographs taken and/or video recordings made by individuals or service providers hired or accredited by the HOFBURG Vienna. The images and recordings will portray the event itself, as well as individual participants.

**23.3.1** Individuals participating in or otherwise involved in an event consent through their conduct to participate or be involved in the production and publication of photographs and recordings for communications purposes, including on social media. The contractor has to inform the participants before the start of the event. This consent includes the download of such photographs and recordings from HOFBURG Vienna websites. Consent applies in particular when individuals show their willingness to participate or be involved in the production of photographs and recordings, e.g. by posing or looking into the camera.

**23.3.2** In the case of photographs and recordings focusing on particular individuals, participants have the right and the option to notify the photographer or film maker at any time that they do not wish to be included in an image or recording. If such notification is not possible or is ignored, upon receipt of corresponding information the HOFBURG Vienna will subsequently prevent publication by itself and its service providers.

## **24 FREE WIFI**

Subject to availability, HOFBURG Vienna provides free WIFI for the term of the event. HOFBURG Vienna does not guarantee availability and assumes no responsibility for misuse by the contractor, its staff, agents, visitors or guests. The costs of support services shall be borne by the contractor who shall reimburse them to HOFBURG Vienna.

## **25 PUBLIC EVENTS / EVENTS WITH LIVE AUDIENCE**

**25.1** Public events with live audience are subject to special statutory provisions and the contractor shall comply with the same.

**25.2** Selling tickets shall only be allowed in the designated rooms.



## **26 LIABILITY**

**26.1** The contractor shall bear the entire risk of its event, including preparations, set-up, carrying-out and dismantling and shall be liable for all damage, including consequential damage, caused by it, the persons commissioned and employed by it or visitors and guests of its event, to whose disadvantage whatsoever. This also applies to damage caused by demonstrations or rallies due to or on the occasion of the event to the detriment of HOFBURG Vienna.

**26.2** The contractor shall in any case be liable for all damage to the building and/or to inventory and furnishings, for all repair costs and all damage caused by exceeding the agreed maximum number of visitors, providing insufficient supervising/safety personnel, late return or vacation in violation of the contract.

**26.3** The contractor shall keep safe all valuable and easily removable items. HOFBURG Vienna shall not be liable for damaged, lost or stolen items, which the contractor, its staff, agents, visitors or guests brought into HOFBURG Vienna before or during the event.

**26.4** Several contractors and organisers shall be liable jointly and severally.

**26.5** The technical equipment in the Vienna Hofburg is state of the art.

**26.6** HOFBURG Vienna shall regularly and properly maintain technical equipment and shall not be liable for technical defects or technical failure, nor for technical disturbances or interruptions or disturbances of power or water supply.

**26.7** HOFBURG Vienna warrants the provision of services as agreed in the contract and shall only be liable for damage to property and personal injury caused by wilful intent or gross negligence by HOFBURG Vienna, its staff or agents [Erfüllungshelfen].

**26.8** HOFBURG Vienna assumes no liability of any kind for the outside areas on the Hofburg grounds, as these are not operated by Wiener Kongresszentrum Hofburg Betriebsgesellschaft m.b.H.

**26.9** Claims for damages vis-à-vis HOFBURG Vienna shall be limited to the agreed fee. Compensation for lost profit or other consequential damage shall be excluded.

## **27 INSURANCE**

The contractor shall take out liability, property and personal insurance required for the event at its own cost and submit the policy to HOFBURG Vienna seven (7) days before the event starts.



## **28 CATERING**

**28.1** Catering services in the Vienna Hofburg are exclusively rendered by companies authorised for that purpose by HOFBURG Vienna, i.e. the Hofburg caterers. The contractor shall conclude separate agreements with one or several Hofburg caterers and advise the commissioned Hofburg caterer to HOFBURG Vienna seven (7) days before the event starts.

**28.2** Serving food and drinks brought onto the premises by the contractor itself or having food and drinks served by third parties shall be prohibited.

## **29 TECHNOLOGY & MEDIA AND FLOWER & PLANTS**

These services are provided exclusively through our HOFBURG Vienna partners.

### **29.1 Technology & Media**

We would like to inform you that if companies, other than the listed HOFBURG Vienna Service Partners in Technology & Media - [https://www.hofburg.com/en/organising/service\\_partners](https://www.hofburg.com/en/organising/service_partners) - are commissioned, 17 percent of the services carried out will be paid to HOFBURG Vienna. Basis is net invoice amount or the value of any agreed consideration plus sales tax. Please provide the information of your partners and their offers before the event takes place, otherwise the provision of services at HOFBURG Vienna is not permitted.

### **29.2 Flower & Plants**

We would like to inform you that if companies, other than the listed HOFBURG Vienna Service Partners in Flowers & Plants - [https://www.hofburg.com/en/organising/service\\_partners](https://www.hofburg.com/en/organising/service_partners) - are commissioned, 10 percent of the services carried out will be paid to HOFBURG Vienna. Basis is net invoice amount or the value of any agreed consideration plus sales tax. Please provide the information of your partners and their offers before the event takes place, otherwise the provision of services at HOFBURG Vienna is not permitted.

## **30 DATA PROTECTION**

**30.1** With reference to the EU General Data Protection Regulation (GDPR) we draw your attention to the Data Protection Notice for the HOFBURG Vienna Website and the Data Protection Notice to provide information to our customers:

[https://www.hofburg.com/en/terms\\_conditions/terms\\_conditions\\_overview](https://www.hofburg.com/en/terms_conditions/terms_conditions_overview)

The HOFBURG Vienna is committed to ensuring that it only contacts individuals with a direct interest in events held at HOFBURG Vienna. Customers who do not wish to receive information by e-mail have the possibility to unsubscribe from the mailing list by clicking on the link in the footer of each e-mail or by sending an e-mail to: [privacystatement@hofburg.com](mailto:privacystatement@hofburg.com)

**30.2** HOFBURG Vienna wishes to make clear that, for the purposes of protecting persons and items, video cameras have been installed covering the majority of the Hofburg building and the rooms within it. The cameras are used for this purpose during events in particular (congresses, conferences, balls, etc.).

Video surveillance footage is erased after 72 hours. If the 72 hours expires on a Saturday, Sunday, public holiday, Good Friday, or 24 December, the footage will be erased on the next working day. Footage is only retained beyond this period if it is required as evidence in case of criminal activity.

### **31 HOUSE RULES AND RIGHTS OF ACCESS**

**31.1** The house rules of HOFBURG Vienna must be complied with.

**31.2** Staff of HOFBURG Vienna and representatives of public authorities may enter the rooms and areas made available to the contractor at any time.

**31.3** In emergency situations the instructions of the persons in charge of security must be followed in any case.

### **32 REGULATIONS FOR EVENT OPERATIONS**

These regulations for Event Operations must be complied with. The contractor shall ensure that these rules are known to and complied with by its business partners (e.g. stand assembly firms, partner companies, and other contractors), external companies ("Third Party Companies" or "Agents") and that they also adhere to them.

### **33 GENERAL PROVISIONS**

**33.1** This contract, including the question of its effectiveness, shall be subject to Austrian law and the conflict of laws rules, which trigger applicability of foreign law and UN sales law, shall be excluded.

**33.2** Modifications of/amendments to the contract shall be made in writing and an agreement to waive the requirement of written form shall also be made in writing.

**33.3** Oral statements shall only be permitted in cases of imminent danger and must be confirmed in writing within 24 hours.

**33.4** The contracting parties waive the right to challenge this contract on account of the principle of *laesio enormis* [under the *laesio enormis* doctrine a contract may be challenged based on the argument that the value of the item delivered is less than 50 % of the consideration paid] or on account of mistake.

**33.5** Setting off claims of the contractor against claims of HOFBURG Vienna shall be excluded.

**33.6** When interpreting the contract the German wording shall apply exclusively.

**33.7** The place of performance and the place of payment shall in any case be Vienna.

**33.8** For disputes arising in connection with this contract the District Court Innere Stadt Vienna shall have exclusive jurisdiction.

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