

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 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 reservation of accommodation.
 2. Deviating terms and conditions, also to the extent included in the General Terms and Conditions of the Contractual Partner, shall not apply unless expressly approved by the Hotel in writing.
- II. Conclusion of the Contract**
1. The Contract shall be brought about by the Ordering Party's acceptance of the Hotel's offer in writing. 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 obviously concludes the Contract on behalf of a third party or if the third party instructed a commercial agency or organiser to complete the Contract, the Ordering Party, the agency or the organiser are jointly and severally liable with the third party who becomes a Contractual Partner for any obligations resulting from the Contract to the extent the Hotel was notified accordingly by the Ordering Party, agency or organiser. Independent therefrom, the Ordering Party is obliged to pass on all booking-related information to the third party, in particular the present General Terms and Conditions.
 3. Sub- or re-leasing of the let rooms, space or glass cases as well as the invitation to job interviews, sales and other events require the prior written consent of the Hotel.
- III. Services, Prices, Payment**
1. The Hotel is obliged to render the services ordered by the Contractual Partner and consented to by the Hotel in accordance with the present General Terms and Conditions.
 2. The Contractual Partner is obliged to pay the prices of the Hotel agreed for these services. This also applies to services and expenses of the Hotel incurred vis-à-vis third parties 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 include the applicable Value Added Tax.
 4. Upon receipt, invoices issued by the Hotel shall become payable immediately without deduction. The Guest shall be in default at the latest upon failure to pay within 30 days of the due date and receipt of an invoice; this shall apply for a Guest who is consumer only if these consequences were specified in the invoice. In the case of default of payment, the Hotel is entitled to charge consumers interest in the amount of 5% above the base rate. For business transactions, the default interest rate is 8% above the base rate. The right for the Hotel to prove higher damage is reserved.
For each reminder sent after default occurs, the Hotel may charge a reminder fee of € 5.00.
 5. The Hotel is entitled to request, on the conclusion of the Contract or later, a reasonable advance payment or security. The amount of the advance payment and its due date may be agreed in the Contract in writing. Moreover, the Hotel is entitled to call and declare as due claims accruing during the event by issuing an interim invoice and requesting immediate payment.
 6. The Contractual Partner shall be entitled to a set-off or a reduction against a claim of the Hotel with only undisputed or res judicata claims.
- IV. Revocation by the Contractual Partner, Cancellation**
1. The Hotel grants to the Contractual Partner the right to revoke the Contract at any time. In this respect, the following provisions shall apply:
 - a) If a Contractual Partner revokes the reservation, the Hotel is entitled to reasonable compensation.
 - b) It is at the Hotel's discretion to claim from the Contractual Partner a lump-sum revocation compensation instead of a specifically calculated compensation. In the case of revocation more than 60 days before the date of the event, the lump-sum compensation shall amount to 50% of the contractually agreed price for the event, in particular for the lease of the hotel space, the rooms and the provision of food and beverage. In case of revocation fewer than 60 days prior to the date of the event, the lump-sum compensation shall amount to 80% of the contractually agreed price for the event, in particular for the lease 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 most favourably 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 revocation 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 the latter's performance for any other contractual partners.
 2. The above provisions on the compensation shall apply analogously if the Contractual Partner does not make use of the booked services and fails to notify this fact to the Hotel in due time.
 3. If the Hotel has granted to the Contractual Partner an option to revoke the Contract within a certain period without any further legal consequences, the Hotel shall not be entitled to compensation. For the question of whether the declaration of revocation is made in due time, the receipt thereof by the Hotel shall be decisive. The Contractual Partner has to declare the revocation in writing.
- V. Revocation by the Hotel**
1. If a revocation right free of charge has been granted to the Contractual Partner according to clause IV para. 3 the Hotel shall likewise be entitled to revoke the Contract within the agreed period in the event of inquiries by other guests and customers for the booked rooms and meeting space and of failure of the Contractual Partner to finally confirm the booking after being requested to do so by the Hotel.
 2. In the event that an advance payment or security agreed in clause III para. 5 is not provided within a period prescribed for this purpose, the Hotel is also entitled to revoke the Contract.
 3. Moreover, the Hotel shall be entitled to extraordinary revocation of the Contract for good cause, in particular, if
 - misleading or incorrect specifications on fundamental 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 justified reason to assume that the event may impede the smooth business operations, safety, or reputation of the Hotel in the public, without such matters being attributable to the Hotel's power of control or organisation;
 - an unauthorised sub-lease or further lease according to clause II para. 3 exists;
 - the Hotel has gained knowledge that the financial situation of the Contractual Partner has considerably worsened since conclusion of contract, in particular if the Guest 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 endangered.
 - the Contractual Partner has filed an application for the opening of insolvency proceedings, made an affidavit according to Sec. 47 of the Austrian Code of Execution (act on execution and attachment proceedings – Exekutionsordnung, EO), initiated extra-judicial proceedings for the settlement of debts or suspended its payments;
 - an insolvency proceeding is 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 is obliged to inform the Contractual Partner in writing without delay.
 5. In the above cases of revocation the Contractual Partner shall not be entitled to compensation for damage.
- VI. Arrival and Departure**
1. The Contractual Partner is not entitled to the provision of certain specific rooms unless the Hotel has confirmed the provision of certain rooms in writing.
 2. Booked rooms shall be at the Contractual Partner's disposal from 3.00 p.m. on the agreed date of arrival. The Contractual Partner shall not be entitled to an earlier provision unless it had made such agreement with the Hotel in writing.
 3. Booked rooms shall be taken 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 to place, after 6.00 p.m., the booked rooms with other customers, without the Con-

tractual Partner being able to claim any compensation as a result thereof. The Hotel is entitled to revocation in this respect.

4. On the agreed date of departure, the rooms shall be vacated and at the Hotel's free disposal by 12.00 p.m. at the latest. Thereafter, the Hotel may charge, beyond the damage incurred to it thereby, the daily room rate for the additional use of the room until 6.00 p.m., and from 6.00 p.m. 100% of the full applicable price for board and lodging. The Guest is free to prove vis-à-vis the Hotel that no damage or a considerably lower damage has been incurred to the Hotel.

VII. Change in the Number of Participants and Date of Event

1. Upon placing the order, the Contractual Partner is obliged to indicate to the Hotel the expected number of participants. Four working days prior to the event at the latest, the Hotel shall 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 three persons, shall require the Hotel's consent.
2. When charging services to be rendered by it on the basis of the number of registered participants (such as hotel rooms, food and beverage), in the event of an increase in the registered and contractually agreed number of participants the Hotel shall calculate its price on the basis of the actual number of people. In the event of a decrease in the contractually agreed number of participants by more than 5%, the Hotel is entitled to charge for the contractually agreed number of participants less 5%.
3. In the case of a reduction of the number of participants by more than 10%, the Hotel shall be entitled to reasonably increase the prices as well as to change the confirmed rooms, unless this could not be reasonably accepted by the Contractual Partner. The prices may also be changed by the Hotel if the Contractual Partner subsequently wishes to change the number of the participants, the service 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 a 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 change 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 a change.
7. In the case of events lasting later than 11.00 p.m., the Hotel may, unless otherwise agreed, charge its personnel costs as of this time on an itemised basis. Moreover, the Hotel may invoice travelling expenses incurred to its staff on an itemised basis, if they had to leave for home outside the public transport operating hours.

VIII. Bringing Along of Food and Beverages

The Contractual Partner may bring along food and beverages to the events only if this is agreed with the Hotel in writing. In these cases the Hotel may charge a service fee in order 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 acts in the name of, on authorisation by and for the account of the Contractual Partner. The Contractual Partner is 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 electric installations owned by the Ordering Party or the Contractual Partner with the Hotel's electricity system requires the prior written consent of the Hotel.
Disturbances or damage incurred to the Hotel's technical installations resulting from the use of such devices shall be borne by the Contractual Partner unless the Hotel is responsible for such damage. The Hotel is entitled to record and charge on a flat-rate basis the electricity costs resulting from such use.
3. Upon the Hotel's consent, the Contractual Partner is entitled to use own telephone, fax and data transmission facilities. The Hotel may charge line and connection fees for such use.
4. The Hotel shall endeavour to eliminate immediately any disturbances occurring in the technical or other equipment provided by the Hotel. Payments may only be withheld or reduced if the Hotel fails to eliminate the disturbance or provide a replacement within a reasonable period of time.

5. The Contractual Partner is obliged to procure at its own costs all consents of the authorities as may be required to carry out the event. It is responsible for the adherence to these consents as well as any other provisions under public law in connection with the event.
6. The Contractual Partner is responsible for registration and invoicing vis-à-vis the competent institutions (e.g. GEMA) required within the scope of music performance and exposure to sonic waves arranged and caused by the Contractual Partner itself.
7. Contractual Partner may use names and trademarks of the Hotel within the scope of advertising for the event only with the prior agreement with the Hotel.

X. Items Brought Along

1. Should the Contractual Partner bring along exhibition pieces or other objects – including personal items – to the event rooms/the Hotel, it shall do so at its own risk. The Hotel does not accept liability for loss, destruction or damage except in cases of gross negligence or intent on the part of the Hotel. Statutory liability according to Secs. 970 et seq. of the Austrian General Civil Code [Allgemeines Bürgerliches Gesetzbuch – ABGB] shall not be affected thereby.
2. Decoration material brought along must comply with the fire prevention regulations. The Hotel is entitled to request confirmation of the above issued by an authority. Due to possible damage, the installation and mounting of objects requires prior co-ordination and agreement with the Hotel.
3. The exhibition pieces or other objects brought along shall be removed immediately after the end of the event. The Hotel is entitled to remove and store left objects at the Contractual Partner's expense. If the removal would involve unreasonable expenditure, the Hotel is entitled to leave the objects in the room in which the event took place and to charge the respective rent for the room for the time during which the objects remain therein. The Contractual Partner reserves the right to prove that less damage has been incurred and the Hotel reserves the right to prove that higher damage has been incurred.
4. Packaging material (cardboard, boxes, plastic material, etc.) stemming from the Contractual Partner or a third party in connection with the delivery of objects 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 is 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 the Hotel, Statute of Limitations

1. The Hotel is liable for all damage arising from injury to life and limb according to 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 vicarious agents of the Hotel.
4. For objects brought into the Hotel, the Hotel is liable vis-à-vis the Contractual Partner according to 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 a third party going in and out of the Hotel. In these circumstances, the Hotel is liable for valuables, cash and valuable documents up to a maximum amount of € 550.00 unless it took custody of these things in the knowledge of their value, or the damage was caused by the Hotel or its staff. The liability claims lapse if the Contractual Partner does not immediately notify the Hotel of the loss, destruction or damage upon acquiring knowledge thereof. However, this shall not apply if the things have specially been handed over for safekeeping in the Hotel safe.
5. If the Contractual Partner is – even against payment – provided with a parking space in the garage or the car-park of the Hotel, the Hotel shall be liable towards the Contractual Partner in accordance with the statu-

ry provisions and up to the maximum amount stipulated by statute. In this case, the damage must be claimed vis-à-vis the Hotel on departure from the Hotel at the latest.

6. Wake-up services shall be performed by the Hotel with the greatest care. Claims for damages are excluded, except in cases of gross negligence or intent.
7. The Hotel treats with care messages, mail and consignment of goods for the Contractual Partner. 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 are excluded, except in cases of gross negligence or intent. The Hotel is entitled to hand over the aforementioned objects to the local lost property office after a storage period of one month at the latest and charging a reasonable fee.
8. 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 the liability for damages arising from injury to life or limb or for any other damage based on a breach of duty through intent or gross negligence on the part of the Hotel, a legal representative or a vicarious agent of the Hotel.

XIII. Final Provisions

1. Changes or amendments to the Contract or the acceptance of the offer 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. The court factually and locally competent for the registered office of the Hotel shall have jurisdiction over all disputes arising from the Contract unless the Contractual Partner has as a consumer a place of employment or residence in Austria; in this case the place of jurisdiction shall be the place specified by the Contractual Partner in the application; or the Contractual Partner has as a consumer only a place of employment in Austria; in this case such place shall be the place of jurisdiction.
4. The laws of the Republic of Austria shall apply.
5. Should individual provisions of these General Terms and Conditions for the Hotel Accommodation Contract 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 apply for entrepreneurs, or replace/supplement the general clauses above as shown below:

re. III. Services, Prices, Payment (Addition for entrepreneurs):

The prices agreed include the applicable Value Added Tax. If the period between the conclusion and performance of the Contract exceeds four months, and if the prices charged by the Hotel for such services have increased in the meantime, the Hotel may appropriately increase the contractually agreed price, but not by more than 10%.

re. IX. Holding of the Event (Addition for entrepreneurs):

If the connection of own systems by the Contractual Partner leaves Hotel systems suitable for the intended purpose unused, a reasonable compensation for loss may be charged.

re. IX. – Point 4

This point is to be replaced by the following clause (Change for entrepreneurs):

The Hotel shall, on immediate complaint of the Contractual Partner, endeavour to remove without delay any disturbances occurring in the technical or other equipment provided by the Hotel. Payment may not be withheld or reduced if the Hotel is responsible for the disturbance.

re. XII. Liability of the Hotel, Statute of Limitations (Addition for entrepreneurs):

If any interference with the performance of any obligation or if defects in the services of the Hotel occur, the Hotel will, on immediate complaint of the Contractual Partner, endeavour to remedy the same. If the Contractual Partner fails culpably to notify a defect to the Hotel, this shall not result in a right to reduce the contractually agreed remuneration.

re. XII. – Point 2

This point is to be replaced by the following clause (Change for entrepreneurs):

For any other damage the Hotel's liability shall moreover be limited to a maximum amount of € 2,557,000.00 in case of damage to property and to a maximum amount of € 52,000.00 in the case of mere pecuniary loss, in each individual case of damage and in all cases of damage resulting from or in connection with the contractual performance. Such limitation and exclusion of liability shall not apply if the Hotel's legal representatives or executive employees are responsible for intent or gross negligence.

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 shall fall under the statute of limitations two years from the injured party having gained knowledge of the damage and of the identity of the party responsible for the damage.

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

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