

## GENERAL TERMS AND CONDITIONS

### 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.

## 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.

## 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.co.at](http://www.akm.co.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 Veranstaltungsgesetz" 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 Börsensäule* 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.

## 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.

**Last updated December, 2016**