

I. Scope of application

1. These terms and conditions apply to the temporary use of conference, banquet and event rooms of the hotel for the purpose of holding events such as conferences, banquets, seminars, meetings and other events, as well as to all other related services and deliveries of the hotel, in particular room bookings.
2. Deviating provisions, also insofar as they are contained in the general terms and conditions of the contracting party, shall not apply unless they are expressly recognized by the hotel in writing.

II. Conclusion of contract

1. The event contract (hereinafter referred to as "Contract") shall be concluded by acceptance (in any case in text form) by the customer of the offer submitted by the hotel. The parties to this Contract are the respective operating company of the hotel and the customer. If the customer concludes the Contract in the name of a third party, the third party shall become the contracting party of the hotel and not the customer; the customer shall inform the hotel of this in due time prior to the conclusion of the Contract and provide the hotel with the name and address of the actual contracting party.
2. If the customer concludes the Contract recognizably in the name of the third party or if the third party has commissioned a commercial intermediary or organizer for settling the contract, the customer, intermediary or organizer shall be jointly and severally liable with the third party who becomes the contracting party for all obligations arising from the Contract, insofar as the hotel has received corresponding declarations from the customer, intermediary, or organizer. Irrespective of this, the customer is obliged to forward all information relevant to the booking, in particular these General Terms and Conditions, to the third party.
3. The subletting or reletting as well as any other transfer of the rooms, areas or showcases provided as well as the invitation to job interviews, sales, or similar events require the prior written consent of the hotel.

III. Services, prices, payment

1. The hotel is obligated to provide the ordered and promised services in accordance with these General Terms and Conditions and the booking confirmation.
2. The contracting party is obligated to pay the hotel's prices agreed upon or applicable for these services in accordance with the booking confirmation. This also applies to services and expenses of the hotel in connection with the event and caused by the contracting party vis-à-vis third parties, in particular also for claims of copyright management companies.
3. The agreed prices include the respective statutory value added tax. If the period between the conclusion of the Contract and the fulfillment of the Contract exceeds 4 months and if the statutory sales tax or other taxes and duties change after the conclusion of the Contract, the hotel reserves the right to increase or decrease the agreed prices by the amount by which the applicable sales tax or local taxes and duties have increased or decreased. In addition, the contracting party shall be liable for the payment of all food and beverages ordered by the event participants as well as other costs incurred by the event participants.

4. Invoices of the hotel are payable immediately upon receipt without discount. The contracting party shall be in default at the latest if it does not make payment within 30 days of the due date and receipt of an invoice; this shall only apply to a contracting party that is a consumer if these implications have been specifically pointed out in the invoice. In the event of late payment, the hotel is entitled to charge consumers interest on arrears at a rate of 5 percentage points above the prime rate. In commercial transactions, the default interest rate shall be 8 percentage points above the base interest rate. The hotel reserves the right to claim higher damages. The hotel may charge a reminder fee of €5.00 for each reminder sent after the default has occurred.
5. The hotel is entitled to demand a reasonable advance payment or security deposit in the form of a credit card guarantee, a down payment or similar upon conclusion of the Contract or thereafter. The amount of the advance payment and its due date can be agreed in writing in the Contract, but the hotel is entitled to demand 100% of the contractually agreed fee no later than 49 days before the start of the event.
6. In justified cases, e.g. payment arrears on the part of the customer or expansion of the scope of the Contract, the hotel shall be entitled to demand an advance payment or security deposit within the meaning of the above paragraph 5 or an increase in the advance payment or security deposit agreed in the Contract up to the full agreed remuneration, even after conclusion of the Contract until the start of the stay.
7. Furthermore, the hotel is entitled to make claims accrued during the duration of the event due at any time by issuing an interim invoice and to demand immediate payment.
8. The contracting party may only offset undisputed or legally established claims against claims of the hotel if they are not legally related claims or in the event of insolvency of the hotel.

IV. Withdrawal of the contracting party, cancellation

1. The services offered by the hotel are accommodation services for other than residential purposes or leisure services within the meaning of § 18 (1)(10) FAGG, which are provided on a specific date or within a specific period. Accordingly, the contracting party shall not be entitled to a statutory right of withdrawal pursuant to § 11 FAGG.
2. The contracting party shall only be entitled to withdraw from the Contract concluded with the hotel if such a right has been expressly agreed in writing in the Contract, if a statutory right of withdrawal exists or if the hotel expressly agrees to the cancellation of the Contract in writing.

In the event that the hotel and the contracting party have agreed on a date for withdrawal from the contract free of charge, the contracting party may withdraw from the Contract by this date without triggering any claims for payment or damages on the part of the hotel.

3. If a right of withdrawal has not been agreed or has already expired, if there is also no statutory right of withdrawal or termination and if the hotel does not agree to a cancellation of the Contract, the hotel retains the right to the agreed remuneration despite the non-utilization of the service. The hotel has the option to charge the contracting party a lump-sum compensation instead of a precisely calculated compensation.

In the event of cancellation up to 60 days prior to the event, the compensation lump sum shall amount to 50% of the contractually agreed amount for the event, in particular for the provision of the hotel premises, hotel rooms and the provision of food and beverages. In the event of cancellation less than 60 days prior to the start of the event, the lump sum compensation shall be 80% of the contractually agreed prices, in particular for the provision of the hotel premises, hotel rooms and the provision of food and beverages. The contracted amount is calculated according to the number of the agreed participants. If a flat-rate conference fee has otherwise been agreed, the contractually agreed price shall be the flat-rate conference fee multiplied by the contractually stipulated number of participants. If a price for the menu has been stipulated, the contractually agreed price shall be the menu price multiplied by the contractually agreed number of participants. If no menu price has been contractually stipulated, the lowest-priced 3-course menu of the respective valid event offer will be used as a basis. For the assumed beverage sales, 30% of the total food sales shall be used to determine the contractually agreed price.

4. If the hotel calculates the specific compensation, the amount of compensation shall not exceed the amount of the contractually agreed price for the service to be provided by the hotel less the value of the expenses saved by the hotel and what the hotel acquires through other uses of the hotel services.
5. The provisions on compensation set forth above correspondingly apply if the contracting party refrains from making use of the booked services without the written consent of the hotel.
6. If the hotel has granted the contracting party an additional option to withdraw from the Contract within a certain period of time without the obligation to pay compensation (right of free withdrawal), the hotel has no right to compensation. The timeliness of the declaration of withdrawal is determined by its receipt by the hotel. The contracting party must declare the withdrawal in writing.

V. Withdrawal of the hotel

1. Insofar as the contracting party has been granted a free right of withdrawal in accordance with Clause IV Paragraph 3, the hotel shall also be entitled to withdraw from the Contract within the agreed period of time if there are inquiries from other guests and customers regarding the booked rooms and function rooms and the contracting party does not waive its free right of withdrawal in accordance with Clause IV Paragraph 3 upon being asked by the hotel. This applies accordingly to the granting of an option if other inquiries exist and the contracting party is not prepared to make a firm booking after being asked by the hotel to do so within a reasonable period of time.
2. If an advance payment or security deposit agreed in accordance with Clause III, Paragraph 5 is not made within a period set for this purpose, the hotel shall also be entitled to withdraw from the Contract.
3. Furthermore, the hotel is entitled to withdraw from the Contract for good cause, in particular if
 - force majeure or other circumstances beyond the control of the hotel make it impossible to fulfill the Contract;

- events are booked under misleading or false statements of material facts, e.g. the organizer, the event or the purpose;
- the hotel has reasonable grounds to believe that the event may jeopardize the smooth operation of the business, the safety of the hotel's guests or staff, or the hotel's public image, without this being attributable to the domain or organization of the hotel;
- there is an unauthorized subletting or reletting within the meaning of Clause II, Paragraph 3;
- the hotel becomes aware of circumstances that the financial situation of the contracting party has deteriorated significantly after the conclusion of the Contract, in particular if the contracting party does not settle due claims of the hotel or does not provide sufficient security and therefore payment claims of the hotel appear to be at risk;
- the contracting party has filed an application for the opening of insolvency proceedings against its assets, has submitted a list of assets pursuant to § 47 EO (Exekutionsordnung; Enforcement Regulation), has initiated extrajudicial proceedings for the settlement of debts or has suspended its payments;
- insolvency proceedings are opened against the assets of the contracting party or the initiation of such proceedings is rejected for lack of assets or for other reasons.

4. The hotel must inform the contracting party immediately in writing of the exercise of the right of withdrawal.
5. In the aforementioned cases of withdrawal, the contracting party shall not be entitled to claim damages.

VI. Arrival and departure

1. The contracting party does not have a claim to the provision of certain rooms, unless the hotel has confirmed the provision of certain rooms in writing.
2. Booked rooms are available to the contracting party from 3 p.m. on the agreed day of arrival. It has no claim to earlier provision, unless this has been agreed upon with the hotel in writing.
3. The contracting party or the event participants concerned must make use of the booked rooms by 4 p.m. at the latest on the agreed day of arrival. Unless a later arrival time has been expressly agreed, the hotel has the right to assign booked rooms to other parties after 4 p.m. without the contracting party being able to derive any compensation claims from this. The hotel has a right of withdrawal in this regard.
4. On the agreed day of departure, the rooms must be vacated and made available to the hotel by 12 p.m. at the latest. Thereafter, the hotel may charge the daily room rate for the additional use of the room until 4 p.m., and 100% of the full valid room rate after 4 p.m., in addition to any damages incurred due to the late check-out. The contracting party is at liberty to prove to the hotel that the latter has incurred no damage or a lower damage.

VII. Changes in the number of participants and the time of the event

1. The contracting party is obligated to inform the hotel of the expected number of participants upon conclusion of the Contract. The final number of participants must be communicated to the hotel in writing at least 4 working days before the start of the event in order to ensure careful preparation. A change in the number of participants by more than 5%, but at least by 2 persons, requires the consent of the hotel.
2. In the event of an increase in the number of registered and contractually agreed participants, the actual number of persons will be charged for services provided by the hotel according to the number of registered persons (e.g. hotel rooms, food and beverages). In case of a reduction of the contractually agreed number of participants by more than 5%, the hotel is entitled to charge the contractually agreed number of participants minus 5%.
3. If the number of participants is reduced by more than 10%, the hotel is entitled to raise the agreed prices appropriately as well as to exchange the confirmed rooms, unless this cannot be reasonably expected of the contracting party. The prices can also be changed by the hotel if the contracting party requests changes to the hotel's services or the duration of the event after conclusion of the Contract and the hotel consents to this. If a definable part of a booked event is not utilized, the hotel may charge reasonable compensation for the unclaimed part in accordance with the provisions of Clause IV, Paragraphs 4 and 5.
4. The contracting party is free to demonstrate that the hotel has a higher share of saved expenses.
5. If the agreed start or end times of the event are postponed without the prior written consent of the hotel, the hotel may charge additional costs for the provision of personnel and equipment, unless the hotel is responsible for the postponement.
6. For events that extend beyond 11 p.m., the hotel may, unless otherwise agreed, charge for personnel expenses from this time onwards on the basis of itemized receipts. Furthermore, the hotel may charge travel expenses incurred by employees on the basis of itemized receipts if they have to travel home after the hours of operation of the public transportation system.

VIII. Bringing food and drinks

The contracting party may bring food and beverages to events only upon written agreement with the hotel. In such cases, the hotel may charge a service fee to cover overhead costs.

IX. Processing of the event

1. Insofar as the hotel procures technical and other equipment from third parties for the contracting party at the latter's request, it shall act in the name of, on the authority of and for the account of the contracting party. The contracting party is liable for the careful handling and proper return. It shall indemnify the hotel against all claims of third parties arising from the provision of these devices.
2. The use of the customer's or organizer's own electrical equipment and devices while using the hotel's power supply system requires the hotel's prior written consent. Any disruptions or damage to the hotel's technical equipment caused by the use of such devices and equipment shall be borne by the

contracting party, insofar as the hotel is not responsible for them. The hotel may record the electricity costs incurred by the use as a lump sum and charge the contracting party separately.

3. With the hotel's consent, the contracting party is entitled to use its own telephone, fax, and data transmission equipment. For this purpose, the hotel may charge hookup and connection fees. If, due to the hookup of the contracting party's own equipment, corresponding equipment of the hotel remains unused, an appropriate loss compensation may be charged.
4. The hotel shall endeavor to remedy any disruptions in technical or other equipment provided by the hotel promptly upon the contracting party's immediate complaint. Payments may not be withheld or reduced if the hotel is not responsible for these disruptions.
5. The contracting party shall procure all official permits that may be required for the implementation of the event at its own expense. It shall be responsible for compliance with these permits and all other public-law regulations in connection with the event. If the contracting party assigns the provision of services within the scope of the event (e.g. set-up work, etc.) to third parties, the contracting party shall ensure compliance with all relevant occupational health and safety regulations.
6. The contracting party shall handle the formalities and settlements required in the context of self-arranged music performance and sound reinforcement with the responsible institutions (e.g. AKM) on its own responsibility.
7. The contracting party may only use the hotel's names and trademarks in the context of advertising its event after prior agreement with the hotel.

X. Brought items

1. Exhibits or other items, including personal items, brought to the event are located in the event rooms or in the hotel at the risk of the contracting party. The hotel assumes no liability for loss, destruction, or damage, except in cases of gross negligence or intent on the part of the hotel. The legal liability according to §§ 970 ff ABGB remains unaffected.
2. Decorative materials brought to the event must comply with fire safety requirements. The hotel is entitled to demand proof of this from the relevant authorities. If such proof is not provided, the hotel shall be entitled to remove any material already brought to the event at the customer's expense. Due to possible damage, the placement and mounting of items must be coordinated with the hotel in advance.
3. Exhibits or other items brought to the event must be removed immediately after the event has ended. The hotel may remove and store items left behind after the end of the event at the contracting party's expense. If the removal of such items involves a disproportionate amount of effort, the hotel may leave the items in the event room and charge the respective room rent for the duration of their stay. The contracting party reserves the right to prove a lower amount of damage was incurred, while the hotel reserves the right to prove a higher amount of damage was incurred.

4. Packaging material (cardboard boxes, crates, plastic, etc.) that accumulates in connection with the supplying of the event by the contracting party or third parties must be disposed of by the contracting party before or after the event. If the organizer leaves packaging material in the hotel, the hotel is entitled to dispose of it at the contracting party's expense.

XI. Liability of the contracting party

1. The contracting party shall be liable in accordance with the statutory regulations for all damage to the building or inventory caused by event participants or visitors, employees, other third parties from its area of responsibility or itself or its legal representatives.
2. The hotel may require the contracting party to provide appropriate collateral (e.g. insurance, deposits, guarantees) to protect the hotel from possible damages.

XII. Liability of the hotel, limitation period

1. In the event of disruptions or deficiencies in the hotel's services, the hotel will endeavor to remedy the situation upon the contracting party's immediate complaint. If the guest or customer is a contractor and culpably fails to notify the hotel of a defect, the guest or customer shall not be entitled to a reduction of the contractually agreed fee.
2. The hotel is liable in accordance with the statutory provisions for all damages arising from injury to life, limb and health, as well as for fraudulently concealed defects and a guarantee assumed by the hotel. If the contracting party is contractor, the hotel's liability for damage to property and property damage (but not for personal injury) is limited to gross negligence and intent. No compensation will be paid for consequential, immaterial or indirect damages or loss of profit. The damage to be compensated for each individual case of damage and all cases of damage arising from and in connection with the contractual services shall be limited to an amount of max. €500,000.00 for damage to property and - insofar as this is required by law and not excluded by contract - to an amount of max. €50,000.00 for financial loss.
3. The hotel shall only be liable for all other damages not covered by Clause XII, Paragraph 2 and caused by slightly negligent conduct of the hotel, its legal representatives or its vicarious agents if such damages are due to the violation of an essential contractual obligation in a manner endangering the purpose of the Contract. In these cases, liability shall be limited to the foreseeable damage typical for the contract.
4. The limitations of liability set forth above shall apply to all claims for damages, regardless of their legal basis, including claims in tort. The limitations of liability set forth above shall also apply in cases of any claims for damages of a contracting party against employees or vicarious agents of the hotel.
5. The hotel shall be liable to the contracting party for items brought in by the contracting party in accordance with the statutory provisions, i.e. up to a maximum amount of €1,100.00. Within the scope of the foregoing, the hotel shall be liable for valuables, money and securities up to a maximum amount of €550.00. These maximum amounts are not to be added together even in the case of cumulative applicability. These maximum amounts do not apply if the hotel has taken these items

into its safekeeping with knowledge of their condition. The same applies if the damage was caused by the hotel or its employees. The contracting party's liability claims expire if the contracting party culpably fails to notify the hotel immediately (i.e. without undue delay) after becoming aware of the loss, destruction or damage. The hotel is only liable for valuables, jewelry, large amounts of money and securities if the hotel deposits them in the central safe in exchange for receipts.

6. Insofar as a parking space in the hotel garage or in a hotel parking lot is made available to the contracting party, even for a fee, this shall not constitute a safekeeping agreement. The hotel has no monitoring obligation. The hotel is not liable for loss of or damage to motor vehicles parked or maneuvered on the hotel property and their contents, unless the hotel is responsible for intent or gross negligence. This also applies to vicarious agents of the hotel. The damage must be claimed against the hotel at the latest when leaving the hotel property.
7. Wake-up calls are carried out by the hotel with the utmost care. Claims for damages, except for gross negligence or intent, are excluded.
8. Messages, mail and consignments of goods for the contracting party and the participants of the event will be handled with care. The hotel will assume responsibility for delivery to the hotel, storage and - upon request - forwarding of mail and merchandise shipments for a fee; this also applies to lost property at the request of the contracting party. Claims for damages, except for gross negligence or intent, are excluded. The hotel is entitled to hand over the aforementioned items to the local lost and found office after a storage period of one month at the latest and by charging a reasonable fee.
9. Claims for damages by the contracting party shall become statute-barred at the latest after two years from the time at which the contracting party becomes aware of the damage or without regard to this knowledge at the latest after three years from the time of the damaging event. This does not apply to liability for damages resulting from injury to life, limb or health or for other damages resulting from an intentional and grossly negligent breach of duty by the hotel, a legal representative or vicarious agent of the hotel.

XIII. Final provisions, place of jurisdiction, applicable law

1. Changes or additions to the Contract or these terms and conditions for events must be made in writing. This also applies to a waiver of this written form requirement.
2. The place of performance and payment is the registered office of the hotel.
3. In the event of any action arising out of or in connection with this agreement, it is agreed that the Bezirksgericht Innere Stadt Wien (Vienna district court) shall have jurisdiction. Notwithstanding this provision, actions against consumers within the meaning of the Konsumentenschutzgesetzes (consumer protection act) may be brought before the court in whose district the consumer's domicile, habitual residence or place of employment is located.
4. The law of the Republic of Austria shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention) as well as to the exclusion of its conflict of law rules relating to private international law (in particular IPRG and EVÜ).

5. Should individual provisions of these General Terms and Conditions for events be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

Status: January 2023