

I. Scope

1. These Terms and Conditions apply to contracts made with the Hotel for the hiring of its conference, banquet and event hosting rooms for the purpose of conducting events such as conferences, banquets, seminars, meetings and other events and well as all supplies and services provided by the Hotel in this connection, particularly the reservation of rooms.
2. Unless expressly recognised in writing by the Hotel, alternative provisions, including those contained in the contractual partner's general terms and conditions shall not be applicable.

II. Conclusion of contract

1. The event hosting contract (hereinafter the "contract") will be established once the Hotel has confirmed the customer's offer in writing. If the customer concludes the contract in the name of a third party, the third party and not the person placing the order will be contractual partner of the Hotel; the person placing the order must inform the Hotel of this fact in good time prior to the conclusion of contract and will provide the Hotel of the name and address of the actual contractual partner.
2. If the customer manifestly concludes the contract in the name of a third party or if the third party has commissioned a commercial agency or organiser with executing the contract, the customer, agency or organiser together with the third party will be jointly and severally liable for all obligations arising from the contract, provided the Hotel has possession of a corresponding declaration from the customer, agency or organiser. Irrespective of this, the customer is obliged to pass on to the third party all information relevant to the booking, particularly these Terms and Conditions.
3. Sub-contracting or sub-letting of rooms, hotels areas or display cabinets as well as invitations to interviews, sales or other events require the prior written approval of the Hotel.

III. Services, prices, payment

1. The Hotel is obliged to deliver all services ordered and promised in accordance with these Terms and Conditions.
2. The contractual partner is obliged to pay the Hotel the agreed or applicable prices for these services. This applies equally with respect to services arranged and outgoings paid by the Hotel with and to sub-contractors in connection with the event and requested by the contractual partner. This particularly includes payments due to copyright collection societies. The agreed prices include the statutory rate of VAT. If the period between the conclusion of contract and the performance of the contract exceeds four months and the statutory rate of VAT or local taxes and charges increase following the conclusion of contract, the Hotel reserves the right to increase the agreed price by an amount equal to that of the increase of the payable VAT or local taxes and charges. The contractual partner shall also be liable for the payment of all food and drink ordered by the event participants as well as any other additional costs entailed in fulfilling the requests of event participants.

3. The Hotel's invoices are payable in full immediately upon receipt. The contractual partner will at the very latest be in default of the obligation of payment if it fails to render payment within 30 days following the due date and receipt of invoice; if the contractual partner is a consumer this only applies if special reference is made to the legal consequences on the invoice. If the guest is in default of payment, the Hotel is entitled to charge consumers default interest at the rate of 5 percentage points over the base interest rate. For commercial transactions the rate of default interest is 8 percentage points above the base interest rate. The Hotel reserves the right to seek a larger amount of damages. The Hotel shall charge a fee of € 5.00 for every reminder it sends in respect of outstanding payments.
5. The Hotel is entitled upon conclusion of the contract or subsequently to request a reasonable advance payment or security deposit. The amount of the advance payment and the due date for its payment may be agreed in writing in the contract, but the Hotel is nevertheless entitled, no longer than 49 days prior to the start of the event, to demand payment of 100% of the contractually agreed fee. During the time of the event, the Hotel is furthermore entitled at any time to request payment for the costs accrued to that time by issuing an interim invoice and to demand its immediate settlement.
6. The contractual partner is only entitled to set off counterclaims against the claims of the Hotel, if these counterclaims are undisputed or have been confirmed by way of a final legal judgement.

IV. Rescission of contract by contractual partner, cancellation

1. The Hotel grants the contractual partner the right to withdraw from the contract at any time. This is subject to the following conditions:
 - a) In the event that the contractual partner rescinds the contract (cancellation), the Hotel shall have claim to reasonable compensation.
 - b) A cancellation issued up to 57 days prior to the start of the event does not incur a penalty. Thereafter, the Hotel has the choice of charging the contractual partner a flat rate cancellation charge instead of the actual loss involved. Cancellations made less than 57 days prior to the start of the event will incur a cancellation charge of 90% of the contractually agreed payment, particularly for the provision of areas within the Hotel, Hotel rooms and the provision of food and drinks. If a daily rate has been agreed, the contractually agreed fee is the daily rate multiplied by the contractually agreed number of participants. If a menu price has been agreed, the contractually agreed fee is the menu price multiplied by the contractually agreed number of participants. If no menu price has been contractually agreed, the base price will be the lowest-priced 3-course menu of the relevant applicable event hosting offer. In order to determine the contractually agreed price, the total drinks cost will be assumed at 30% of the total food cost. The contractual partner is entitled to show that the Hotel has suffered no loss or that its losses are less than those claimed by way of the flat rate compensation fee.

- c) Insofar as the Hotel charges for its specific loss, the maximum amount of compensation may not exceed the contractually agreed price of the services to be supplied by the Hotel less the value of the costs saved by the Hotel together with the amount that the Hotel acquires through the alternative use of the Hotel's services.
2. The compensation regulations referred to above shall apply if the contractual partner does not show up to claim the services it has reserved without the written agreement of the Hotel.
3. The Hotel has no claim to compensation if it has granted the contractual partner an option to withdraw from the contract within a specified time period without any requirement to pay compensation (cancellation without penalty). The date of receipt of the withdrawal notice by the Hotel shall be definitive. The contractual partner must declare its intention to rescind the contract (withdraw) in writing.

V. Rescission (withdrawal) by the Hotel

1. Provided the contractual partner has been granted the right to withdraw without penalty pursuant to IV. 3, the Hotel, for its part, is also entitled to withdraw within this time period if applications from other guests and customers are available for contractually reserved rooms and event rooms and the contractual partner does not waive its right to withdraw without penalty pursuant to IV. 3 when contacted by the Hotel.
2. The Hotel is also entitled to withdraw from the contract if an advance payment or security deposit as agreed in accordance with III. 5 is not made/provided within a reasonable period of grace granted by the Hotel.
3. Furthermore, the Hotel is entitled to withdraw from the contract if there are significant reasons, especially if
 - an act of God or other circumstances beyond the control of the Hotel make the fulfilment of the contract impossible;
 - events are booked under misleading or erroneous information concerning material matters, e.g. the event organiser, the event or the purpose;
 - the Hotel has good reasons for supposing that the event could significantly jeopardise the smooth running of the Hotel's operations, or the safety of Hotel guests or Hotel employees or besmirch the reputation of the Hotel in the public eye in a manner beyond the control or scope of the Hotel's organisation;
 - unpermitted sub-contracting or sub-letting pursuant to II. 3 is undertaken;
 - the Hotel becomes aware that the financial circumstances of the contractual partner have significantly deteriorated following the conclusion of the contract, particularly if the contractual partner fails to settle outstanding debts to the Hotel or fails to provide an adequate security deposit and therefore the Hotel's entitlements to payment appear to be in jeopardy;
 - the contractual partner issues an application for the commencement of insolvency proceedings in relation to its assets, or ceases making payments;

- insolvency proceedings are commenced in relation to the assets of the contractual partner or said proceedings are denied due to lack of assets or other such reason.
4. The Hotel must promptly inform the contractual partner that it is exercising the right of withdrawal.
 5. In such cases of withdrawal by the Hotel, the contractual partner will not be entitled to claim for damages.

VI. Arrival and departure

1. The contractual partner has no right to demand the provision of specific rooms, unless the Hotel has confirmed the provisions of particular rooms in writing.
2. The reserved rooms shall be available to the guest from 3 pm onwards on the agreed day of arrival. It has no right to demand that rooms should be provided earlier, unless it has agreed this with the Hotel in writing.
3. The contractual partner or the event participants in question should claim reserved rooms no later than by 6 pm on the agreed day of arrival. Unless a later time of arrival has been expressly agreed, after 6 pm the Hotel has the right to assign reserved rooms to other persons; the contractual partner has no right of compensation in this event. The Hotel has a right of rescission in this respect.
4. On the agreed day of departure, rooms must be vacated and be at the Hotel's disposal by 12 noon at the latest. After this time the Hotel may charge the day-time room rate up until 6 pm to compensate it for the additional use of the room and the costs incurred by way of the delayed availability of the room; from 6 pm it may charge 100% of the current daily room rate. The contractual partner is entitled to show that the Hotel sustained no loss or a lesser amount of loss.

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

1. The contractual partner is obliged to notify the Hotel of the anticipated number of participants. The final number of participants must be notified to the Hotel in writing no later than four working days prior to the start of the event, in order to ensure the careful preparation of the event. It is possible to reduce the number of participants without penalty by up to 5% of the originally agreed number up to 4 working days prior to the start of the event. Any such reduction must be notified to the Hotel in writing.
2. In the event that the number of participants is reduced by more than 10%, the Hotel is entitled to reasonably increase the agreed prices and to substitute the agreed rooms, unless this would be unreasonable for the contractual partner to accept. The Hotel is likewise entitled to change prices if, following the conclusion of contract, the contractual partner requests changes to the services required of the Hotel or the length of the event and the Hotel agrees to these changes. If a distinct part of a booked event is not claimed, the Hotel is entitled to demand reasonable

compensation for the non-claimed part in accordance with IV. 1. a) to c).

3. In the event of an increase in the number of participants, the actual number of participants will be charged.
4. The contractual partner is entitled to show that the Hotel has saved a larger proportion of the anticipated expenses.
5. If the agreed start or finish time of the event changes without the prior written approval of the Hotel, the Hotel will be entitled to charge for the additional costs for the provision of personnel and facilities, unless the Hotel is responsible for the time change.
6. With regard to events that proceed after 11.00 pm, unless otherwise agreed, the Hotel will be entitled to charge for the personnel costs incurred from this time; the said charge will be based on a specific itemised bill. Based on specific itemised bills, the Hotel is also entitled to pass on the travel costs of employees returning home after public transport services have closed for the day.

VIII. Bringing food and drink into the Hotel

The contractual partner is only permitted to bring food and drink to events if it has the prior written consent of the Hotel. In these cases the Hotel may levy a service charge to cover overheads.

IX. Executing the event

1. To the extent that the Hotel arranges the provision of technical and other such equipment by sub-contractors for the contractual partner at the latter's request, this arrangement will be in the name, under the authority and on the account of the contractual partner. The contractual partner is responsible for ensuring that such equipment is handled carefully and duly returned. It shall indemnify the Hotel in relation to all third-party claims arising from the provision of this equipment.
2. The operation of its own electrical equipment and devices by the customer or event organiser powered by the Hotel mains supply requires the prior written agreement of the latter. The contractual partner will be liable for interruptions or damage caused to the Hotel's technical system through the operation of such equipment and devices, unless the said event is attributable to the Hotel. The Hotel is entitled to use a flat rate to account for the energy costs incurred through the aforementioned use. It may then additionally charge this to the contractual partner.
3. The contractual partner may obtain the consent of the Hotel to operate its own telephone, fax and data communication equipment. The Hotel may charge connection and line charges in this respect. If the connection of the contractual partner's own systems entails that the corresponding Hotel systems remain unused, a reasonable downtime charge may be levied.
4. If any faults arise in relation to the technical and other equipment provided by the Hotel, the Hotel will make every effort to rectify this situation if the contractual partner has made its objections promptly known. Payments may not be

withheld or reduced if the Hotel is not responsible for these faults.

5. The contractual partner is required, at its own cost, to procure any and all public permits required for conducting the event. It is obliged to comply with these permits as well as all other public law regulations connected with the event.
6. With respect to self-organised presentation of music and sound, the contractual partner is personally responsible for co-operating with the competent institutions (e.g. AKM, GEMA) in the fulfilment of the relevant formalities and payment of fees.
7. When advertising its event, the contractual partner is only permitted to use the name and trademark of the Hotel if it has the latter's prior consent.

X. Items brought into the Hotel

1. Exhibition items and other articles, including personal property, are brought into the Hotel or the event rooms at the risk of the contractual partner. The Hotel assumes no liability for loss, destruction or damage except where caused deliberately by or through the gross negligence of the Hotel.
2. Decorative materials brought into the Hotel must fulfil the applicable regulations imposed by the fire protection authorities. The Hotel is entitled to demand presentation of a public authority certificate in this connection. The exhibition and installation of items must be discussed beforehand with the Hotel to prevent possible damage.
3. All exhibition items and other articles brought into the Hotel must be completely removed at the end of the event. Items left behind at the end of the event may be removed and stored at the cost of the contractual partner. If such items can only be removed at a disproportionately high cost, the Hotel may leave the items in the event room and charge the applicable room hire rate for the time said articles remain there. The contractual partner is entitled to show a lesser loss was incurred, the Hotel a greater.
4. Packaging material (cardboard boxes, crates, plastic etc.) accumulated in connection with the delivery of the event by the contractual partner or a third party, must be disposed of by the contractual partner prior to or following the event. If packaging material is left behind in the Hotel by the event organiser, the Hotel will be entitled to dispose of it at the cost of the contractual partner.

XI. Liability of the contractual partner

1. The contractual partner is liable in accordance with the statutory provisions for all damage to the building or its inventory caused by it, its vicarious agents, the event participants or visitors to the event, its employees or other third parties attributable to it.
2. The Hotel may request the contractual partner to cover possible damage through the provision of adequate security (e.g. in the form of insurance, deposits, guarantees).

XII. Liability of the Hotel, limitation period

1. If any failures or shortcomings arise in relation to the services provided by the Hotel, the Hotel will make every effort to rectify this situation if the contractual partner has made its objections promptly known. If the contractual partner culpably fails to notify the Hotel of the shortcoming, there can be no entitlement to a reduction of the contractually agreed payment.
2. The Hotel is liable in accordance with the statutory provisions in relation to death or personal injury as well as for any deceitfully concealed faults and for any contractual guarantees assumed by it.
3. For all other damage not encompassed by VII. 2 and caused by the ordinary negligence of the Hotel, its legal representatives or vicarious agents, the Hotel will only be liable if this damage is due to a breach of a fundamental contractual obligation that jeopardises the actual purpose of the contract. In these cases the liability will be limited to foreseeable damage typical for this type of contract.
4. The aforementioned limitations of liability apply to all claims for damages irrespective of the legal basis, including claims relating to tortious liability. The aforementioned limitations of liability also apply in case of a contractual partner's claims for damages against the employees or vicarious agents of the Hotel.
5. For items brought into the Hotel, the Hotel is liable to the contractual partner in accordance with the statutory provisions but for not more than € 3,500.00. With respect to valuables (money, jewellery etc.) this liability is limited to € 800.00. The Hotel recommends that contractual partners store such articles in the hotel safe. The contractual partner's entitlements to compensation shall be null and void if it fails to report to the Hotel any loss, destruction or damage immediately after it has become aware of it.
6. In the event that the contractual partner is provided with a parking space in the Hotel garage or car park, this shall not constitute a contract of safekeeping, even if a parking fee is paid. The Hotel has no duty to keep watch. In the event of that a car (and/or its contents) is stolen or damaged while parked/being manoeuvred on the Hotel premises, the Hotel will not be liable unless it acted deliberately or in a grossly negligent manner. This applies equally to the vicarious agents of the Hotel. The claim must be asserted against the Hotel no later than upon leaving the Hotel premises.
7. Wake-up calls will be conducted with the greatest of care by the Hotel. Claims for damages are excluded except in connection with deliberate acts or gross negligence.
8. Messages, post and packages for the contractual partner and event participants will be handled with great care. The Hotel will assume responsibility for forwarding such items within the Hotel, for keeping such items and, upon request and in return for a charge, to forward post and packages; this also applies to items of lost property, upon inquiry by the contractual partner. After having kept such articles for at least one month, the Hotel is entitled to pass these on to the local lost and found office in return for a reasonable fee.
9. The contractual partner's claims to compensation will become time-barred no later than two years from the time that the

contractual partner became aware of the damage event or, irrespective of such knowledge, no later than three years from the time of the said event. This does not apply with respect to liability for death or personal injury or for other damage resulting from any deliberate or grossly negligent breach of duty on the part of the Hotel, a statutory representative or vicarious agent of the Hotel.

XIII. Concluding provisions, Court, Applicable law

1. Amendments and additions to the contract or these Terms and Conditions for Events must be agreed in writing.
2. The place of performance is the registered address of the Hotel. Payment must be effected at said address
3. It is agreed that legal disputes arising from or in connection with this contract will be heard before the Bezirksgericht Innere Stadt Wien (District Court for Central Vienna). As an alternative to the foregoing provision, legal actions against consumers within the definition of the Consumer Protection Act may be brought before that court with jurisdiction over the consumer's domicile, usual place of residence or place of employment.
4. This contract is governed by the law of the Republic of Austria to the exclusion of United Nations Convention on Contracts for the International Sale of Goods.
5. If any of the provisions of these Terms and Conditions for Events are ineffective or void, or become so in the future, this will not prejudice the effectiveness of the remaining provisions. The statutory regulations apply accordingly.

As of: January 2012