

General Terms and Conditions for Lettings and Events (GTC for L&E)

of **Mozarthaus Vienna Errichtungs- & Betriebs GmbH**

1. Scope of application

Without prejudice to mandatory provisions of applicable law, these General Terms and Conditions shall apply to all agreements between Mozarthaus Vienna Errichtungs- & Betriebs GmbH (hereinafter also referred to as MHV or the Lessor) and its Contractual Partners or Organisers, as well as by analogy to all of MHV's business partners (including third party companies and agents), in connection with events held on the premises of MHV, unless otherwise agreed in writing.

2. General terms and conditions of use

2.1. The premises in MHV are made available to the Contractual Partner in accordance with the agreement made, and may only be used by persons entitled to do so, during the agreed period, and for the agreed purposes.

2.2. In order to ensure that Contractual Partners only hold events which are consonant with the reputation of Mozarthaus Vienna, the Organiser shall notify MHV in advance and in writing of the type and purpose of its event.

2.3. All rooms, areas, items of furniture, technical devices etc. that are made available shall be treated appropriately, carefully and in accordance with their designated purpose by the Contractual Partner. Aside from the usual uncleanliness arising from such events, these shall all be left in the same condition as before use upon expiry of the agreed term.

2.4. The Contractual Partner may not assign to third parties, in part or as a whole, for consideration or otherwise, any rights (in particular, tenancy rights) or claims to which he is contractually entitled, nor allow such third parties to exercise the same, without the written consent of MHV. Even if the assignment of rights, etc. is approved, the Contractual Partner and the third party concerned shall be jointly and severally liable for all obligations to MHV.

2.5. The event may only be held in the form and manner specified by the agreement. The instructions issued by the MHV staff provided for the event must be obeyed. The Organiser shall have no right to give instruction to MHV's staff.

2.6. The Contractual Partner shall ensure that either he in person or an authorised agent made known to MHV is present for the duration of use. This authorised agent shall be deemed to be empowered to accept instructions, complaints or declarations from public authorities or MHV and/or the owner and its representatives with binding effect for the Contractual Partner. This shall extend to MHV's entitlement to place orders giving rise to additional expenses for the account of the Contractual Partner, over and above the original contractual amount.

2.7. In the entire area of Domgasse 5, 1010 Vienna in which the entrance/exit of the event premises is located, any noise disturbances caused to neighbours by the event guests and by excessively loud music, for example, are to be kept to a minimum for the entire duration of the event. For any performances or transmissions involving music, authorisation is to be obtained from the Lessor in advance.

2.8. The Contractual Partner must ensure that the maximum number of persons permitted to be on the event premises at any one time is not exceeded.

2.9. The Contractual Partner acknowledges that he is obliged to prompt all event guests to leave the building complex by midnight at the latest, regardless of the contractually agreed duration of the event. Furthermore, he is also obliged to ensure that noise disturbances are avoided in the entrance area upon leaving the premises, as such noise disturbances may lead to complaints by the neighbours and official warnings. Any uses of the premises continuing after midnight require special agreement. In addition, the Lessee is reminded that the execution of loading operations must cease during the night between 22:00 and 07:00. The Contractual Partner shall be liable for any disadvantages suffered by MHV as a result of failure to comply with this night-time rest period.

3. Hired premises, rental and other costs

3.1. The rental specified in the quotation shall include the hire of the premises offered for the duration of the daily times of use and hire period agreed with MHV.

3.2. If the Organiser or the Contractual Partner plans to use the hired premises or ancillary services for longer than agreed, he shall seek the prior written consent of MHV, furnishing proof of any necessary official permits. The additional expenses occasioned by an extension of the operating times shall be invoiced to the Contractual Partner separately.

3.3. In the event of actual additions to the services set out in the quotation and agreed in respect of their duration and/or scope, the amount of the charges shall be calculated in accordance with the current price list and increased accordingly.

3.4. When a request to book the event premises in MHV is received, the dates requested shall be reserved for the Organiser for an option period. The length of the option period shall depend on how far in advance the request is made and it shall begin on the date of the request.

Time of the request	Option period
6 months or more before the event	1 month
3-6 months before the event	14 days
1-3 months before the event	7 days

If MHV has not received written confirmation from the Organiser by the time this option period has expired, the dates in question are made available again. MHV shall always contact the Organiser if a new booking request is received for the same dates. If the Organiser does not subsequently confirm the booking, the dates in question shall be made available to the other Organiser.

4. Acceptance of a quotation (contract)

The legally binding acceptance of MHV's quotation by the Contractual Partner shall be effected by the countersigning of the quotation or contract. A down-payment (50% of the rental fee) shall be made to the account of Mozarthaus Vienna Errichtungs- & Betriebs GmbH, account no. 632.919, with Raiffeisenbank Niederösterreich-Wien AG, sort code 32000 (IBAN: AT75 3200 0000 0063 2929, BIC code: RLNWATWW) at the latest when a binding booking is made and invoice sent. The down-payment shall be made by the specified deadline; otherwise the reservation shall be cancelled. Any bank charges arising in connection with the payment transaction shall be borne by the transferor. Any contract fees shall be borne entirely by the Contractual Partner.

5. Cancellation terms

5.1. In the event that the Contractual Partner withdraws from the agreement (from the quotation he has accepted in writing), he shall pay the following cancellation charges.

Date of the cancellation in relation to the beginning of the event	Cancellation charges (plus 20% VAT)
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1 month before the event	20% of the rental
less than 2 weeks before the event	50% of the rental
less than 1 week before the event	100% of the rental

5.2. In addition, the Contractual Partner shall reimburse to MHV all contractual expenses already incurred or still to be incurred by it. Legal fees (under clause 9) shall be charged in full on the basis of the full amount payable.

6. Withdrawal from the agreement

MHV shall be entitled to withdraw from the agreement without notice if:

...the Contractual Partner is in default of his financial obligations (e.g. failure to observe predefined payment dates under clause 4);

...the Contractual Partner is in breach of provisions in these GTC;

...any necessary official approval is not furnished on time (in accordance with the agreement) prior to the event, or the authorities prohibit the event;

...it comes to the notice of MHV that the planned event is in breach of the agreements or legal regulations, or there is a reason to fear a breach of the peace;

...bankruptcy or composition proceedings are instituted against the assets of the Contractual Partner;

...the Contractual Partner has been in default of payments arising from earlier agreements for more than 30 days;

...the Contractual Partner unilaterally alters the agreed purpose of the event without the consent of MHV, and in particular, if this results in the event becoming prejudicial to the interests of the company; and/or

...the Contractual Partner has made false contractual statements and representations as to the nature and conduct of the event.

In the above circumstances, MHV is entitled to withdraw from its quotation or a concluded agreement by making a unilateral declaration, which may be sent to the address of the Contractual Partner most recently notified by him in writing, the postal risk being borne by the Contractual Partner. It is also entitled to charge the Contractual Partner for costs already incurred and to assert claims for damages against the Contractual Partner. MHV shall, further, be entitled to order the termination of an ongoing event at its sole discretion in cases of urgency. In such cases, the Contractual Partner shall have no claim whatsoever against MHV. However, MHV reserves the right to withhold or charge the down-payment of 50%. Any further claims for compensation shall remain unaffected.

7. Final settlement

7.1. The final rendering of accounts and invoicing for the hire of the premises and the ancillary services shall take place after the end of the event. Complaints regarding the invoiced services must be made within ten working days of receipt of the final invoice, and must be made by the Contractual Partner to MHV in writing.

7.2. The final balance arising from the final rendering of accounts shall be transferred by the Contractual Partner to the account of MHV in full within 14 working days. Any bank charges arising in connection with the payment of invoices shall be borne by the Contractual Partner.

7.3. All charges shall be inclusive of applicable value added tax. The rate of value added tax on the date of invoicing shall apply. The due date of the value added tax shall be the same as that of the net amount receivable. Value added tax shall not be included if the Contractual Partner's registered offices are situated in another EU country and a VAT no. is provided upon conclusion of the agreement.

7.4. In the event of default on payment, MHV is entitled to invoice all the resultant fees and expenses, including the dunning, collection and out-of-court legal fees, as well as interest on arrears at the Oesterreichische Nationalbank base rate plus a maximum of 8% p.a.

8. Legal expenses

In the event that the agreement arising from acceptance of the quotation is subject to administrative fees or stamp duties, these shall be borne entirely by the Contractual Partner.

9. Liability

9.1. The Contractual Partner shall bear the entire risk associated with the event held by him, including the preparations, set-up, execution and dismantling. The Contractual Partner shall be liable for all damages (including consequential damages) caused by himself, persons commissioned or employed by him, his authorised agents and his visitors or guests, regardless of the party suffering the loss. This applies, in particular, to:

...damage to the building and/or its contents in the course of the event;

...damage to the building and/or its contents when bringing in objects, and in the course of set-up and dismantling work;

...negative consequences for MHV from exceeding the maximum attendance notified to the Contractual Partner by MHV as well as from inadequate stewarding of the event by the Contractual Partner.

9.2. The hired premises shall be surrendered to the Contractual Partner in perfect condition. In the event that the Contractual Partner identifies damage to the building and/or its contents when fulfilling its duty to inspect the premises, it shall inform MHV of this in writing immediately after the inspection in the inspection report. The commencement of set-up work by the Contractual Partner shall constitute confirmation that the building and/or contents thereof are suitable, and that no defects have been identified. Any defects are to be logged by mutual agreement during the course of an inspection prior to set-up.

9.3. The Lessee is forbidden from carrying out any structural alterations to the building without obtaining the written consent of MHV. Once the agreed time period has expired, the building is to be returned to MHV in the condition in which it was surrendered.

9.4. MHV regularly maintains the technical equipment. It shall not be liable for any technical defects or failures of any kind or origin whatsoever once the inspection report has been handed over and signed. MHV shall bear no liability for technical malfunctions, interruptions to or breakdowns of the power or water supply.

9.5. The Contractual Partner shall indemnify and hold harmless MHV in respect of any disadvantages suffered and claims advanced by third parties in consequence of the event, or the preparations for or termination thereof, for which MHV is not to blame. This shall also apply to any expenses arising from defending such claims.

9.6. Repair costs arising from damages to the building (e.g. to walls, staircases, floors and the like) caused by the Contractual Partner, persons employed or commissioned by him, his representatives and his visitors or guests shall be separately invoiced to the Contractual Partner and shall be paid to MHV by him. However, any necessary repairs or replacements shall be solely instigated by MHV and performed by professionals it has commissioned.

9.7. The Contractual Partner expressly undertakes only to use skilled labour.

9.8. In the event that there is more than one Organiser, they shall be jointly and severally liable for all liabilities.

9.9. MHV warrants performance of the contractual services, but assumes no other liability and makes no other guarantees. In particular, MHV assumes no liability for accidents involving users of or visitors to the premises occupied by the event.

9.10. MHV likewise accepts no liability for the loss by the Contractual Partner, his employees, his representatives, his visitors or his guests of property or goods brought into the building during or in connection with events, or for the theft thereof. The Contractual Partner shall be subject to an increased duty of care in respect of the security of his property, shall place valuable or easily removed items in safe keeping, and shall keep them under lock and key where necessary. MHV shall solely be liable for losses occasioned by its own wilful intent or gross negligence or that of one of its representatives. MHV's liability shall not extend beyond the actual loss.

9.11. If MHV's employees provide assistance (such as transport services and the like) which goes beyond its contractual obligations and are on a strictly complimentary basis, then this shall give rise to no contractual obligations and such services shall be rendered at the sole risk of the Contractual Partner.

10. Insurance

The Contractual Partner shall take out property and personal injury insurance (e.g. theft, burglary and fire loss insurance) at its own expense. In accordance with the rental agreement, a copy of the policy shall be submitted to MHV in a timely manner. MHV recommends that the Contractual Partner take out an event insurance policy to cover any liability risks.

11. Official permits

11.1. The Contractual Partner shall observe the statutory regulations and official licensing conditions applicable to its event. The supervisory staff provided by the Vienna city administration and the Federal Police Authority for the Vienna administrative district shall be given entrance to the event where required by the official regulations. Any official commissioning inspections shall be attended by an authorised representative of the Contractual Partner.

11.2. The Contractual Partner shall obtain the necessary official permits and make the registrations required for the planned event at his own expense, and shall submit them to MHV in a timely manner before the commencement of the event in accordance with the rental agreement. If proof of such permits and/or registrations is not furnished in a timely manner, then MHV shall be entitled to withdraw from the agreement unilaterally (see clause 6). In all such cases, MHV shall invoice a cancellation charge of 50% (see clause 5) without prejudice to any claims to damages in excess of the same.

12. Third party contractors and equipment, and bringing of objects onto the premises

12.1. The Contractual Partner shall require its business partners in connection with the event to adhere to MHV's General Terms and Conditions, and to any other agreements between the Contractual Partner and MHV.

12.2. The Contractual Partner shall obtain the prior written consent of MHV to the bringing in and use of audio-visual and other technical equipment and devices, the setting up of exhibition stands etc. In each case, MHV's in-house technical services are to be involved and taken into consideration.

12.3. MHV is entitled to refuse the use of third party contractors which, in its opinion, are unsuitable to render such services, in which case such companies may not perform the work.

12.4. Objects may only be brought onto or off the premises on the agreed dates. Objects brought into the building by the Contractual Partner or his agents may only be set up in agreement with MHV. It is expressly forbidden to drive nails into the wall or to use adhesives which are not completely removable on the event premises.

12.5. MHV assumes no liability whatsoever for items of any kind (including machinery and equipment, etc.) brought onto the event premises, and all related risks shall be borne by the Contractual Partner (see clause 9).

13. Catering services

Catering services on the hired premises shall be exclusively provided by the catering firms authorised by MHV, which it shall make known to the Contractual Partner in its quotation. The Contractual Partner may not serve food and drinks brought onto the premises by himself or by other persons or organisations without obtaining the prior written consent of MHV.

In the event that food or beverages are served by companies authorised by MHV, a treadable cover must be placed under the buffet area in order to protect the floor.

The Organiser shall be responsible for disposing of bottles and various rubbish; otherwise MHV shall commission a company of its choice to carry out the disposal, and the costs incurred by this shall be invoiced to the Organiser.

14. Advertising, the production and distribution of printed materials, and advertising materials of all sorts

All forms of advertising on the premises of MHV which are not related to the event shall, under all circumstances, require special permission from MHV. MHV shall be entitled to refuse the publication of such materials, particularly if they conflict with its interests. Flyposting is illegal and contractually prohibited, and shall render the Contractual Partner liable for damages. All forms of advertising or invitations shall bear the name of the Contractual Partner or his company in order to indicate that a contractual relationship exists exclusively between persons attending the event and the Contractual Partner, and not between visitors or third parties and MHV.

15. General and safety provisions

15.1. MHV may eject persons infringing the GTC from the hired premises at any time under its landlord's rights.

15.2. Safety

All entrances to and exits from the event premises and in particular the emergency exits may not be obstructed. During the inspection of the premises by the Contractual Partner or by persons it has authorised to do so, the emergency exits shall be inspected together with MHV.

The officially approved capacity limit may not be exceeded. Regulations for the protection of minors must be observed. Unauthorised persons may not interfere with the technical equipment.

15.3. Smoking

The provisions of the Tobacco Act must be observed. In all cases, smoking is forbidden at events with closed rows of seating. At all other events, smoking is permitted in exceptional cases and requires special permission by MHV. MHV shall not be liable for failure to comply with any smoking ban or for damages or third party damages which could be caused by smoking.

16. Subsidiary agreements, amendments

No verbal or written subsidiary agreements have been made between MHV and its Contractual Partners. Any amendments to the quotation or the agreement shall not be made except as in writing, and the same shall apply to any departure from this requirement.

17. Jurisdiction and applicable law

Any disputes arising from business relationships which are subject to these GTC shall be governed by Austrian law and reference standards to jurisdictions in other countries shall not be applicable. The sole place of jurisdiction for all such disputes is the competent courts in Vienna.

18. Final provisions

18.1. The parties to the agreement shall inform each other of any change of name or address without delay. Until a change of address is notified, the parties may send all notices or declarations to the address most recently notified with legal effect.