

# GENERAL TERMS AND CONDITIONS OF BUSINESS

Tourismus Salzburg GmbH  
Salzburg Congress

## 1. Scope of application

Unless otherwise agreed in writing, these Terms and Conditions shall apply to all agreements between Tourismus Salzburg GmbH (hereinafter referred to as TSG) and the contracting party.

## 2. Terms

The rooms and areas in the SALZBURG CONGRESS CENTER shall be made available in accordance with the respective agreements. They shall only be used by the party authorized, the time specified and the purpose agreed in the respective agreements. Leased periods that are exceeding shall be charged extra, i.e. each commencing hour shall be charged as a full hour.

## 3. Leased object

TSG shall only provide and turn over the rooms, areas and equipment in the SALZBURG CONGRESS CENTER as provided in the respective agreement (lease agreement). Any modifications to such rooms, equipment, etc. shall be subject to TSG's written consent. Any attachment of decorations, advertising, etc. on the building shall also be subject to TSG's written consent.

## 4. Care of the leased premises

All of the rooms, areas, equipment, etc. shall be treated with care. Except for normal wear, they shall be returned in the same condition they were in before they were used upon expiration of the agreed time period.

## 5. Utilization period

Utilization periods shall be agreed between the contracting parties. Use of the facilities in the SALZBURG CONGRESS CENTER outside of such periods must be substantiated and shall be subject to TSG's prior written consent. TSG shall reserve the right to charge the organizer for any additional allocation and operating costs that may arise in this respect.

The rooms are not heated/air conditioned prior to and after the official mounting and dismantling times or prior to/after the event.

## 6. Prices

TSG's price list effective at the time of the event shall form an integral part of the lease agreement.

## 7. Objects taken into the building

Any and all objects to be taken into the building are subject to the prior agreement between the contracting parties, who shall also agree on the time and mode of delivery and any storage that may be required. Official regulations must be observed when taking objects into the building. The use of equipment and machines not provided by TSG shall be subject to TSG's written consent. The lighting, loudspeaker and other technical systems must be installed by the building staff or by professional, licensed companies approved by TSG. Machines and equipment with combustion engines may not be operated indoors. If machines and equipment containing highly volatile fuel (gasoline, benzene, gas, etc.) are to be set up, their fuel tanks must be drained and filling orifice sealed before bringing them into the room. The battery must be removed or disconnected. Oil must be thoroughly removed from the engine and body.

## 8. Dismounting and transporting away

The objects brought into the building must be dismantled and transported away professionally and by the time specified in the agreement, otherwise TSG shall be entitled to have all objects brought into the building removed and stored at the contracting party's expense and risk, regardless of who the owner is.

## 9. Official permits, licenses, commissioning

The contracting party shall ensure, at its expense, that it receives all of the required permits and licenses in due time. Any official conditions shall be fulfilled at the contracting party's expense and proof of fulfilling such conditions provided. If formal commissioning is to take place, the contracting party or its representative shall attend.

## 10. Taxes and fees for events

The contracting party shall be responsible for declaring and paying any applicable

taxes and fees. If TSG is directly held liable for such payments, the contracting party shall indemnify and hold TSG harmless in this respect.

#### **11. Right of access**

Access to the rooms and areas leased under the agreement shall be provided to the competent official bodies, government agents and TSG's representatives.

**Absolutely no dogs or other pets are allowed in the SALZBURG CONGRESS CENTER.**

#### **12. Duty to provide information**

The contracting party shall provide TSG with detailed written information on the type of event and the scheduled program at least 3 weeks prior to the event.

#### **13. Turning over the leased premises**

The leased premises shall be turned over during the inspection of the building in the presence of the contracting party or its authorized agent and a TSG representative. The contracting party shall report any shortcomings immediately and expressly waives its right to raise any subsequent claims with respect to defects. The inspection dates shall be determined by the utilization period specified in the agreement, i.e. before and after mounting and dismounting. Minor technical deviations shall not be considered defects. TSG shall immediately be notified of any damage and TSG shall notify the contracting party accordingly. Repairs shall be carried out as soon as possible at the contracting party's expense.

#### **14. Duty to be present**

The contracting party shall ensure that it or its authorized agent is present and can be reached by phone at all times while the rooms are being used.

#### **15. Authorized agents**

The contracting party's authorized agents are deemed to be authorized to accept official instructions or other objections or declarations, also from TSG, with legally binding effect on behalf of the contracting party. TSG shall be informed of the authorized agent's name at the time of starting to mount at the latest.

#### **16. Public events**

Public events are subject to special terms and conditions. Special attention is drawn to the compliance with such regulations (in

accordance with the police regulations for public events).

#### **17. Extremist events**

If an event turns out to be an extremist event – even for brief periods of time – TSG shall be entitled to rescind the contract free of any charges and without any consequences whatsoever (not subject to a time limit).

#### **18. Distributing/selling goods or printed matter**

The distribution or sale of all types of goods at the SALZBURG CONGRESS CENTER is subject to TSG's express consent. The contracting party shall obtain the respective official permits and shall be liable for payment of any taxes. If TSG is directly held liable, the contracting party shall indemnify and hold TSG harmless in this respect.

#### **19. Standards of the event**

The furnishings and program of the event or the activities serving to fulfill the purpose of the agreement must conform with the building's reputation and meet its standards.

#### **20. Advertising activities**

The contracting party shall inform TSG of planned advertising activities in due time. The leased areas shall be available to the contracting party for advertising purposes. TSG shall be entitled to issue rules with respect to the design in consideration of the overall appearance. Any advertising activities outside of the leased rooms and areas shall be subject to TSG's written consent. TSG shall be entitled to stop any unauthorized advertising activities or to remove any unauthorized advertising without contacting the partner and without invoking the courts at the contracting party's expense. TSG shall decide on any disputes arising in connection with the admissibility of certain advertising, precluding recourse to courts of law. TSG's decision shall be final. Use of the SALZBURG CONGRESS CENTER logo and the wording "SALZBURG CONGRESS CENTER" shall be subject to TSG's express consent.

#### **21. Catering**

Catering shall be provided by the catering company authorized by TSG. Arrangements shall be made with the catering company under separate agreements.

## 22. Photographer

All photographs taken during events held at the SALZBURG CONGRESS CENTER shall be made by the photographer commissioned by TSG.

## 23. Commercial activities

Any commercial or artistic activities held at the SALZBURG CONGRESS CENTER against payment shall be subject to a separate agreement.

## 24. Recording and broadcasting

The production and use of tape recordings or films as well as sound carrier, radio or TV recordings shall be subject to TSG's written consent. Recording (audio and/or visual) shall be subject to the contracting party's consent with reference to the legal basis. The use of any audio/visual equipment during music performances shall be subject to the prior acquisition of the AKM reproduction rights. The contracting party is required by law to apply for permission from AKM in due time prior to the event. Failure to obtain such permission shall make the contracting party liable to damages under the Copyright Law.

## 25. Terms of payment / down payments / final payment

A down payment in the amount of 25 % of the expected rent plus value-added tax shall be payable upon signing the contract. The invoiced amount shall be due within 14 days of receiving the invoice.

The expected rent, less any down payments and plus value-added tax, shall be payable no later than 1 month prior to the event. The invoiced amount shall also be due within 14 days of receiving the invoice.

The final calculation of the rent and auxiliary services plus the value-added tax effective at such time shall be made no later than 6 weeks after the event. The balance shall be due within 14 days of receiving the final invoice. Any refunds shall be transferred by TSG to an account to be specified by the contracting party.

## 26. Delayed payment

If any payments are delayed, the contracting party shall pay default interest to TSG in the amount of 12 % p.a. plus value-added tax.

## 27. Rescinding the contract

TSG shall be entitled to rescind the contract without notice if:

- the contracting party is in default with its financial obligations;
- if the required official permits were not or will not be submitted to TSG or if the event has been prohibited by the authorities; in these cases the costs or loss of rent shall be borne by the contracting party;
- if TSG becomes aware of the fact that the planned event is inconsistent with the agreement, in breach of the legal statutes or likely to disturb the peace;
- if TSG is forced to shut down one or more event areas or the entire event facilities for longer periods of time due to force majeure or other circumstances. This also includes restrictions in the use of or access to the leased areas due to repairs or renovations or due to regulations or conditions imposed by the authorities. In these cases TSG shall make every effort – without prejudice – to find another solution. Claims for compensation shall be precluded in these cases;
- if bankruptcy or composition proceedings are instituted against the contracting party's assets;
- if the contracting party is in default with payment for over 30 days under other agreements. No rights shall accrue for the contracting party towards TSG in such cases.

## 28. Cancellation of the contract by the contracting party

The contracting party is entitled to cancel the contract unilaterally by giving written notice under the following terms of cancellation.

## 29. Terms of cancellation

15 % of the expected rent (including value-added tax) shall become due for payment if the contract is cancelled up to 1 year prior to the event, 25 % for up to 6 months prior to the event, 50 % up to 3 months prior to the event and 100 % anytime thereafter.

In addition, TSG shall be reimbursed for all costs and expenses already accrued.

## 30. Liability

The contracting party shall bear the full risk of holding the event, including preparations for mounting, implementation and dismounting. The contracting party shall be liable for all damage – including consequential damage – caused by itself, persons it has appointed or employed, its authorized agents, visitors or guests,

regardless to whose disadvantage the damage may be.

This shall specifically apply to:

- damage to the building and its inventory caused by the event;
- damage by bringing objects into the building as well as during mounting and dismounting work;
- consequences resulting from exceeding the agreed maximum number of visitors or providing an insufficient number of security police;
- all damage arising from vacating the premises late or in breach of the agreement, particularly due to being unable to rent the premises or only being able to rent the premises at a lower rent, including compensation for defamation of reputation and business reputation.

The contracting party shall expressly agree to employ qualified, professional staff.

The liability of TSG and the property owner for any kind of personal injury or damage to property shall be limited to damage caused intentionally or by exceptional cases of gross negligence; liability shall be precluded in all other cases. The lessee shall hold the lessor and property owner harmless from and against any claims in this respect.

### **31. Accidents / Insurance**

TSG shall not assume any liability whatsoever for accidents involving users of or visitors to the leased premises. The contracting party acknowledges that TSG has taken out liability insurance (organizer liability) providing coverage in the amount of EUR 7,5 million per claim (physical injury and damage to property); this amount is subject to the terms and conditions of insurance applicable in Austria. The contracting party shall be charged a reasonable share of the insurance premium. Any additional coverage requested by the contracting party shall be discussed with TSG.

Generally this liability insurance does not cover damage inflicted on TSG. It is therefore recommended to take out insurance for such claims.

### **32. Lost objects**

TSG shall not be responsible for objects lost by the contracting party, its employees, authorized agents, visitors or guests during or in connection with events; this shall also apply to theft. Property insurance (e.g.: theft, burglary and fire) must be taken out by the organizer. If necessary, adequate insurance can be provided upon request.

TSG shall be entitled to control the above mentioned persons to prevent or provide proof of any offenses involving property. The contracting party shall provide a security deposit in cash in an amount to be specified by TSG to cover any damage that may be caused by the above mentioned persons.

### **33. Objects brought onto the premises**

TSG shall not assume any liability whatsoever for objects brought into the SALZBURG CONGRESS CENTER. The risk shall be borne by the contracting party, who shall indemnify and hold TSG harmless against any third-party claims. TSG shall not provide any guard service.

### **34. Technical breakdowns**

TSG shall not be responsible for technical breakdowns or interruptions or failure of the power supply (electricity, water, heat, etc.), unless caused by willful or gross negligence on the part of TSG's employees or authorized agents, or for any operational breakdowns.

### **35. Failure to dismount on time**

TSG shall not be liable for any items removed and stored in accordance with section 8.

### **36. Written requirement**

Agreements between the parties shall be made in writing to be effective.

### **37. Verbal notices**

Verbal notices to the contracting party or its authorized agent can be given in case of imminent danger (e.g.: during an event). A written confirmation of such verbal notice must be made within 48 hours.

### **38. Immediate measures**

If the contracting party or its authorized agent are absent from or unavailable prior to or during the event or utilization of the leased premises, TSG shall be entitled to have any measures it deems appropriate and necessary taken at the contracting party's liability, risk and expense without advance notice to the contracting party.

### **39. Service**

All documents shall be mailed with legal effect to the address provided by the contracting party in writing; the contracting party shall bear the risk of transport.

### **40. Compensation**

The contracting party shall not be entitled to offset its contractual obligations against alleged or de facto counterclaims.



#### **41. Assignment of rights**

The contracting party shall not be entitled to assign any rights (particularly lease rights) or claims, in whole or in part, gratuitously or against payment to third parties or to have third parties exercise such rights without TSG's written consent. If TSG consents to the assignment of rights, the contractual partner as well as the third party shall be jointly and severally liable for any obligations towards TSG.

#### **42. Employees**

All companies working at or commissioned by the SALZBURG CONGRESS CENTER are obligated to comply with the effective labor laws.

#### **43. Laesio enormis**

Both parties waive the right to object against a breach exceeding or falling short of half of the true value.

#### **44. Inspections**

The contracting party understands that TSG is entitled to inspect the premises and areas used by the contracting party during the term of the agreement, unless such inspection significantly impairs the purpose of the agreement or the contracting party's rightful interests. The contracting party shall not be entitled to perform inspections on its own without prior agreement.

#### **45. Stamp fees and legal fees**

Any stamp fees or legal fees accruing from this agreement shall be borne by the contracting party.

#### **46. Applicable law, place of performance and jurisdiction**

All agreements shall be governed by and construed in accordance with Austrian law. The German version of this Agreement shall prevail for all matters of interpretation and construction. Salzburg shall be the place of performance and payment for any and all obligations arising from this agreement. Any disputes shall be settled by the court in Salzburg having subject matter jurisdiction.

#### **47. Limitation**

The contracting party shall file any claims it may have against TSG in writing within a period of 6 months after the end of the event, otherwise they shall be barred by the statute of limitations.

#### **48. Waste disposal**

Based on the legal provisions, the organizer shall ensure that any waste accumulating during the event or during mounting and dismounting work is disposed of. If the contracting party fails to fulfill this obligation, TSG shall be entitled to have the waste disposed of at the contracting party's expense.

#### **49. Cleaning**

If the contracting party requests basic cleaning or intermediate cleaning, TSG shall have such cleaning performed on behalf and at the expense of the contracting party. The premises shall be cleaned by a company commissioned by TSG. A one-time cleaning of the leased premises before starting to mount is included in the rent.

#### **50. Tape**

Only the types of double-sided adhesive tape approved by TSG shall be used to tape floor coverings, decorations, etc.

#### **51. Floor coverings**

Only loose carpeting or carpet tiles may be used to cover floors with carpeting. No adhesive floor coverings or carpet tiles may be used. The only tape that may be used is the adhesive tape specified in section 50, which shall be completely removed by the contracting party after the event.

#### **52. Parking**

No parking is allowed in the immediate surroundings. A loading zone is available in the Auerspergstrasse, although parking is not permitted in this zone.

#### **53. Safety regulations, accident prevention and other laws and official regulations**

The contracting party shall observe all of the statutory, official and other accident prevention regulations in effect when mounting and dismounting and during the event. This also includes any safety regulations issued by TSG. The contracting party shall be responsible for the deployment of police, building police, fire department and ambulance. Any costs arising for this purpose shall directly be borne by the contracting party. Official bodies and TSG's representatives shall be granted access to the rooms in which the event is to be held as well as any rooms being used in connection with the event at any time.

#### **54. Fire protection provisions**

Fire extinguishers, fire alarms and other safety devices may not be covered, blocked

or obstructed. All halls in the rooms as well as the exits and emergency exits shall be kept completely clear and may not be obstructed by mounting material, means of transport, building components or other objects.

#### **55. Deliveries / Consignments**

TSG shall not accept any goods that have not been allocated. Certain goods shall be

accepted by TSG for registered events, although TSG shall not assume any liability.

#### **56. Final provision**

If any of the sections in these terms and conditions should be or become invalid, this shall not affect the validity of the remaining sections.

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