



General Terms and Conditions Haus des Meeres Betriebs GmbH

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1. General

These general terms and conditions (GTC) form an integral part of every contractual relationship relating to events held on the premises of Haus des Meeres Betriebs GmbH – the services are exclusively based on these GTC. These GTC are also binding for future business dealings, even if they are not explicitly referred to as such.

Subsidiary agreements, reservations, amendments and additions to these GTC require the written form in order to be valid. The contractual partner assures the GmbH that it will adhere to all of the relevant trade-related and other statutory regulations and shall be liable in the case of non-compliance insofar as this falls within its responsibility.

The renting/renting out of the premises shall always be limited to the duration of the contractually agreed event and shall end after the period specified in the individual agreement. Any contractual right of use shall hence expire, without requiring a notice of termination.

2. Specifics of contract

2.1 The contract between Haus des Meeres Betriebs GmbH and the customer shall always specify the contracting parties and include a description of the services to be rendered and an exact time sequence as well as an overview of the costs. The contract can be adapted to suit the requirements of the customer in the course of the sales process, however any changes made after the contract has been concluded must either be in writing by e-mail or stated in the document itself. The organisation-related involvement or contracting of qualified third parties must also be in writing.

2.2 The contracting party must announce the number of participating persons in writing by e-mail no later than 1 week prior to the event. This number shall apply as the guaranteed minimum number for which Haus des Meeres Betriebs GmbH shall make preparations for; the payment shall in all events be calculated based on this number. If more people participate than the number specified, any expenses incurred by the greater number of people shall be charged additionally. If the organiser fails to notify Haus des Meeres Betriebs GmbH of a guaranteed number of people by no later than 1 week prior to the event, the number specified in the contract shall be deemed as guaranteed number. For legal reasons, the maximum number of guests including organisation staff shall be no more than 120 persons.

2.3. Rental fees for the premises and other prices quoted are exclusive of the statutory value-added tax.

3. Cancellation

If a contractually agreed event is cancelled, the following costs are charged:

- 28–14 calendar days prior to the event, the organiser must pay 50% of the space rent.
- 13–7 calendar days prior to the event, the organiser must pay 75% of the space rent.
- 6–0 calendar days prior to the event, the organiser must pay 100% of the space rent.

Any deviations from these cancellation terms must be in writing and included in the contract.

4. Transfer of rights

The organiser is not entitled to transfer, either fully or partially, any rights resulting from the contract concluded with Haus des Meeres Betriebs GmbH to third parties; excluded from this provision is the admission of individual persons to participate in the event either against payment or free of charge.

5. Liability of customer/organiser

5.1. The customer shall be liable for any damages arising from any form of negligence, which are suffered by Haus des Meeres Betriebs GmbH and incurred by the customer, the customer's staff, guests or any other persons present on the premises of Haus des Meeres Betriebs GmbH either at the instigation of or with the consent of the customer. This liability refers specifically to damages to the building or chattels belonging to Haus des Meeres Betriebs GmbH. In the contract the GmbH can impose upon the organiser the obligation to take out adequate insurances, which provide for sufficient coverage in the event of personal injury or property damage, particularly also damage to the structural fabric of the building.

5.2. The persons who sign the contract or the order on behalf of the organiser shall be jointly and severally liable with the organiser for the organiser's fulfilment of obligations arising from the contract. In the contract, the organiser must specify the persons who can act on behalf of the organiser in legal transactions. If no such persons are stated, Haus des Meeres Betriebs GmbH shall consider the signatories of the contract as authorised to perform such transactions.

6. Liability of Haus des Meeres Betriebs GmbH

Haus des Meeres Betriebs GmbH shall be liable to the organiser in the event of personal injuries as set out in the provisions of the Civil Code (Allgemeines Bürgerliches Gesetzbuch,

ABGB). In the event of damage to the property of the organiser, Haus des Meeres Betriebs GmbH shall be liable in the case of gross negligence and intent.

If the contractual partner of Haus des Meeres Betriebs GmbH is a private consumer (user) and not an entrepreneur, the provisions of the Consumer Protection Act (Konsumentenschutzgesetz, KSchG) shall apply as amended.

7. External equipment, delivery, cleaning, disassembly and transport

7.1. If the organiser intends to set up decorations on the premises of Haus des Meeres Betriebs GmbH, this must be agreed upon in writing. Such decorations must not cause any damage to the rooms and buildings belonging to Haus des Meeres Betriebs GmbH. They must be fastened by qualified staff, with particular care being taken to comply with fire safety regulations and other statutory requirements specific to events. The costs of the decorations and the assembly and disassembly shall be borne by the organiser. In this context, the organiser shall replace any expenses of Haus des Meeres Betriebs GmbH.

7.2. For delivery purposes, a special loading zone is provided in front of the Haus des Meeres (opposite Schadekgasse 12). Any access to the Haus des Meeres or entry into the park in front of the Haus des Meeres through the sliding gate is not possible unless you have a valid parking ticket/permit from the magistrate. Otherwise it is forbidden to drive into or park in the area in front of the Haus des Meeres.

7.3. After the end of the conference, the rented conference rooms must be left in a neat and orderly condition. The costs for final cleaning are included in the rental fee, provided that the soiling does not exceed a normal and reasonable level.

If the soiling exceeds a normal level, the customer is charged all cleaning costs incurred. If heavy soiling prevents the restoration of cleanliness before the start of business operations, the organiser shall also be charged any thereby incurred additional costs.

7.4. The organiser has the duty to ensure the disassembly and removal of all objects it has brought into the rooms of Haus des Meeres Betriebs GmbH immediately after the end of the event. If it is not possible to carry out and complete the disassembly and removal without delay, Haus des Meeres Betriebs GmbH can take care of the removal and disposal at the expense of the organiser. Deviating delivery dates must be agreed upon in writing. Haus des Meeres Betriebs GmbH shall not be liable for any left behind valuables or money; the safeguarding of clothes in the cloakroom, musical instruments, technical devices brought to the premises or similar items are the responsibility of the respective owners.

8. Noise

To avoid any noise disturbances for people living in the area, the volume of the sound system must not exceed 85 decibels. In all cases, however, the provisions of the Viennese law on events (Wiener Veranstaltungsgesetz, MA 36V) shall apply, and Haus des Meeres Betriebs GmbH shall accept no liability for event interruptions or terminations caused by music or noise or for any costs thereby incurred by the organiser. The aforementioned provisions shall apply to the interior of Haus des Meeres in the terrace areas and to the surrounding park area.

9. Authorisations and permits

Provided that official permits are required for the organiser's event, the organiser must obtain such official permits at its own expense and in good time. Any stipulations must be met by the organiser at its own expense, and in such a way that no costs or other requirements arise for Haus des Meeres Betriebs GmbH.

9.1 Music

Any public music performance must be reported to the AKM in advance: Performances that underlie copyrights such as concerts and other events with live music and/or DJs in the context of events in the Haus des Meeres. (The Haus des Meeres has been approved as an event location in accordance with the MA36 guidelines.) It is the responsibility of the organizer to carry out the necessary registration. The explanation of the process and instructions for the necessary steps can be found on the AKM website under the following link: <https://www.akm.at/musiknutzende/oeffentliche-auffuehrung/anmeldung-info/>

10. Promotion

All promotional activities that include information about the events on the premises of Haus des Meeres Betriebs GmbH require the prior consent of Haus des Meeres Betriebs GmbH.

11. Termination and breach of contract

An early contract termination may occur if the advance payment for the planned event is not received in time, if proof requirements, laws or regulations are not observed, or if the organiser is in arrears with payments arising from previous contracts.

Haus des Meeres Betriebs GmbH is entitled to terminate the contractual relationship – even if the event is still ongoing – without having to observe a period of notice if the event endangers smooth business operations, the reputation and the safety of Haus des Meeres Betriebs GmbH or of participants and staff, or if the event cannot be carried out or finished as intended on grounds of force majeure. In all of these cases, the organiser shall have no right to put forward any form of claims to Haus des Meeres Betriebs GmbH arising from the termination of the contractual relationship (in such cases Haus des Meeres Betriebs GmbH shall always be entitled to the payment, taking into consideration the provisions of Art. 1168 ABGB).

12. Payment

The compensation for providing the premises as well as any other services of Haus des Meeres Betriebs GmbH shall be paid according to the payment terms agreed upon in the contract. Payment of the outstanding invoice amount must be made by bank transfer within 14 working days from the date of invoice without deductions. An advance payment is only due in the case of specific services of third parties and must be specified previously in the contract. In the case of bank transfers, the organiser must, without exception, hold Haus des Meeres Betriebs GmbH harmless from and against any fees and shall bear any expenses or additional costs incurred by the payment. Any agreements deviating from these terms must be in written form.

13. Data privacy policy

The customer shall agree that his/her personal data, i.e. name/company name, powers of representation, contact person, business address and other addresses of the customer as well as telephone number, e-mail address, bank connections and VAT number are collected,

stored and processed for the purpose of contract fulfilment and administration as well as for own promotion purposes, for example for sending offers and newsletters (in paper and electronic form) by means of automated processing. The consent can be revoked at any time in writing by e-mail.

Place of jurisdiction

The contractual relationship shall be exclusively subject to Austrian law excluding the conflict-of-law rules; place of jurisdiction shall be the district court relevant for Wien Innere Stadt.

As of: January 2023