

Event contract terms

Definitions

Members are university members according to the UG.

Working days are Monday to Friday.

External parties are natural persons or legal entities that are not university members according to the UG.

External events are those organised by External parties.

Service Unit of Event Services coordinates the Event rooms and the entire management of an Event on behalf of the rectorate (room reservation, conclusion of contracts, supervision, set-up and dismantling as well as invoicing) and can be reached by e-mail at veranstaltung@gut.tuwien.ac.at.

Internal events are organised by Members of TU Wien.

Cooperative events are organised by Members of TU Wien together with External parties.

Parties are TU Wien (coordinated by the Service Unit of Event Services) and the respective Organiser.

TU Wien safety regulations are in particular the house rules, safety guidelines, fire protection regulations, parking regulations, event regulations as well as the regulations for the library, the archive and TU.it.

TU.it ... Information Technology Solutions service department at TU Wien

TU Wien ... TU Wien

UG ... Austrian Universities Act 2002

Organiser is a natural person or legal entity that organises Events in the premises provided by the TU Wien for Event purposes.

Event is a temporary, planned event, including festivals and celebrations in particular. An Event has a defined objective and a programme with a thematic, content-related connection or purpose. The organisation of an Event is the defined responsibility of the Organiser.

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1. Scope and contractual object

The following Event contract terms apply to the free or paid provision of rooms, including the associated outdoor and open spaces, for Event purposes at all TU Wien locations, irrespective of whether External, Internal or Cooperative events are involved, concluded between TU Wien (implemented by the Service Unit of Event Services) and the respective Organiser.

2. Request for use of rooms and conclusion of contract

2.1. Requests for the use of rooms may only be made using the form available at <https://tiss.tuwien.ac.at/reservation>. This form must be completed in full and submitted to the Service Unit of Event Services a minimum of 25 working days prior to the date of the Event, otherwise there is no guarantee that the request will be processed. This is a non-binding request from the Organisers. There is no legal claim to the provision of a room or any specific room. TU Wien is entitled to refuse a request to hire rooms without stating any reasons.

2.2. After reviewing the request, the Service Unit of Event Services will send a proposal (including room hire and any other costs) to the Organisers and make a provisional reservation. If the proposal is not accepted in writing by the Organisers within 5 working days, TU Wien shall be entitled to assign the proposed contractual object to another party.

2.3. By sending the order, the Organisers confirm the binding reservation of the room(s) in question (contractual object). In addition, the Organisers confirm that the information they have provided is correct and that they have read and agree in full to the Event contract terms as well as to the TU Wien safety regulations, which can be found at <https://www.tuwien.at/tu-wien/organisation/zentrale-bereiche/gebaeude-und-technik/downloads-und-links> (binding reservation). After the Organisers have made a binding reservation, the Service Unit of Event Services will send a booking confirmation.

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2.4. A transfer of the reservation to other organisers is only permitted with the prior written consent of the Service Unit of Event Services. Any changes to the content/purpose of the Event must also be agreed with the Service Unit of Event Services. In the absence of such an agreement, TU Wien may withdraw from the contract.

2.5. After a binding reservation has been made, the Service Unit of Event Services shall prepare a set-up protocol in consultation with the Organisers (e.g. for an inspection date) and forward this to the Organisers. The Organisers must confirm this in writing no later than 10 working days prior to the Event date. The set-up protocol is binding and must therefore be adhered to.

2.6. All correspondence between the Organisers and the Service Unit of Event Services shall be exclusively by e-mail.

3. Retroactive change of the contractual object

3.1. TU Wien reserves the right, in special cases, or if the requested contractual object is needed for the university's own purposes, to arrange a replacement room for the Organisers instead of the room already covered by the agreement. The Organisers are not entitled to assert a claim, on any legal basis whatsoever, arising from such change of the contractual object. The lower room hire will be charged, if applicable.

3.2. If no agreement on a substitute room can be reached, both Parties are entitled to withdraw from the contract. Reciprocal claims are excluded, insofar as this is legally permissible.

4. Additional/special services

4.1. Subject to availability, Organisers may order special services such as security, stage, additional technical equipment, power connections and additional cleaning. These services shall be invoiced separately.

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4.2. No advance cleaning is provided for afternoon, evening or weekend events. Such additional cleaning can be provided upon request and for an additional charge.

4.3. Any request for special services must be made to the Service Unit of Event Services at least 15 working days prior to the date of the Event.

5. Room hire, terms of payment, deposit and insurance

5.1. Room hire shall be charged as per the TU Wien rates valid at the time of contract conclusion. Fees for lease agreements (e.g. event contracts) pursuant to the Austrian Fees Act will be invoiced by TU Wien together with the room hire, if applicable.

5.2. For the sake of clarity, it is noted that TU Wien is entitled to readjust the level of room hire at any time. The Organisers have no legal claim to fixed room hire rates. The rates valid at the time of contract conclusion shall always apply.

5.3. Room hire is due within 25 working days after receipt of the invoice and is to be paid by the Organisers free of charges and deductions to TU Wien at the following account: Raiffeisenlandesbank NÖ-Wien AG BIC: RLNWATWW IBAN: AT46 3200 0000 0061 1228. Statutory interest on arrears shall be charged in the event of late payment.

5.4. TU Wien is entitled to demand a deposit for Events with a high potential for damage. The deposit shall amount to between 50% and 70% of the agreed room hire. The deposit must be paid into the above account no later than 5 working days prior to the start of the Event. If the deposit is not received within this period, TU Wien shall be entitled to withdraw from the contract. The deposit shall be used exclusively for damage caused by Organisers during use, unless such damage is covered by TU Wien's insurance. This shall not be off-set against the room hire.

5.5. TU Wien will take out liability insurance for External events. TU Wien shall invoice the insurance premium together with the room hire fee.

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6. Taxes, fees and duties

All taxes, fees and duties (royalties, entertainment tax, etc.) incurred in connection with the Event shall be borne by the Organisers, with the exception of the fee for lease agreements pursuant to the Austrian Fees Act, which shall be invoiced together with the room hire fee, if applicable.

In the event that claims are made against TU Wien for non-payment of royalties, entertainment tax, other duties, fees, taxes or related fines in connection with the Event, the Organisers agree to fully indemnify and hold harmless TU Wien in this respect.

7. Compliance with safety regulations and proper implementation of official permits or restrictions

7.1. The Organisers shall observe all applicable TU Wien safety regulations and any official requirements when holding the Event.

7.2. All necessary permits, authorisations or notifications must be submitted to the Service Unit of Event Services on request no later than 5 working days prior to the date of the Event. The proof must be sent by e-mail to veranstaltung@gut.tuwien.ac.at. If the Organisers fail to provide proof in due time, TU Wien shall be entitled to withdraw from the contract in accordance with clause 15 in conjunction with Art. 5, para. 1, point (a) of the Event Regulations.

7.3. The Organisers are responsible for ensuring that the available electrical circuits are not overloaded during the Event. In case of doubt, a clarification meeting must be carried out 15 working days prior to the date of the Event together with the Service Unit of Event Services and the in-house electricians of Bundesimmobiliengesellschaft m.b.H. (Austrian Federal Property Company).

7.4. Installations of any kind, including technical infrastructure, must be carried out exclusively by competent personnel. Transport from the place of unloading to the premises provided must be carried out appropriately. The Organisers shall place a board or protective felt underlay below all superstructures, stands and ladders to

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protect the floor and walls. The Organisers shall submit a list to the Service Unit of Event Services detailing all external service providers and external equipment to be used, no later than 15 working days prior to the date of the Event.

7.5. Unloading and loading is permitted in suitable areas, provided that there are no structural restrictions. Driveways must not be obstructed or blocked. Unloading and loading in the courtyards is only permitted with the prior written approval of the Service Unit of Event Services. The goods lift is to be used for transport, if available. The lift must not be overloaded during transport and must be unloaded without delay.

7.6. All traffic, evacuation and emergency routes, emergency exits, emergency hatches, emergency lighting, fire-fighting equipment, fire alarms and other safety equipment must be left unobstructed. Doors in escape route areas must be kept unlocked during the entire duration of the Event (including times for set-up, alterations and dismantling). The Property and Fire Protection Service Group and the Service Unit of Event Services are entitled at any time to clear any safety facilities of items of all kinds (including decorative and advertising material) – at the Organisers' expense if necessary. If the items are not removed immediately after the Event has finished, TU Wien may charge an appropriate fee for their storage or disposal.

7.7. The Organisers shall be liable for any external service providers (e.g. caterers) commissioned by them in the same way as for their own negligence.

7.8. The Organisers, or a suitable and reliable substitute appointed by them in their absence, must be present during the entire duration of the Event (including times for set-up, alterations and dismantling) and must be contactable by telephone at the mobile phone number provided in the enquiry. The Organisers must brief their representatives on these Event contract terms including the TU Wien safety regulations and the set-up protocol. These representatives shall carry out the duties of the Organisers.

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8. Handover of the contractual object

The contractual object shall be handed over one hour before the start of the Event or at a time agreed in writing between the Service Unit of Event Services and the Organisers. The Organisers or their representatives must be present when the contractual object is handed over.

9. Bringing in and storing items

9.1. Items, irrespective of their type and ownership, may only be brought in and stored for the Event in question with the individual prior written approval of the Service Unit of Event Services. These items must be removed after the Event has finished (during and after the dismantling work) without delay, otherwise TU Wien may remove and store such items at the Organisers' expense.

9.2. It is hereby noted that the room hire does not include any insurance cover for the items brought on-site by the Organisers. TU Wien shall not be liable if the Organisers, their employees, agents, representatives, visitors to TU Wien, guests attending the Event, or other persons within the sphere of the Organisers, lose or damage items (clothing, valuables, money, furniture, technology, exhibits, etc.) during or in connection with the Event. The Organisers shall fully indemnify and hold harmless TU Wien from and against any and all claims by third parties. TU Wien does not provide security for the items brought on-site.

10. Special provisions for catering

10.1. If the Organisers wish to offer food and beverages at the contractual object, the scope of the delivery of food and beverages as well as the necessary preparation areas must be agreed with the Service Unit of Event Services no later than 15 working days prior to the date of the Event. If the caterer uses preparation areas that have not been agreed with the Service Unit of Event Services, TU Wien shall be entitled to charge the Organisers for the area actually used, plus a surcharge of 20%.

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10.2. Flambéing, cooking (frying, heating etc.), any use of fire, naked flames and gas is strictly prohibited.

10.3. Immediately after the Event has finished (during or after the dismantling work), the Organisers must ensure that all tableware and remaining food and drinks are removed. In addition, the Organisers must ensure that the caterer removes any rubbish, leftover waste and empty containers. Disposal in TU Wien's own waste containers is not permitted. TU Wien is entitled to dispose of the waste at the Organisers' expense in case they do not properly dispose of such waste without delay.

11. No noise pollution to be caused by the Organisers

11.1. The Organisers must not exceed a sound pressure level of 45 dBA during the Event unless the event authority establishes decibel limits that differ from the statutorily standardised values in individual cases.

11.2. If the Organisers exceed the decibel limit of 45 dBA at the relevant measurement points, the Organisers shall pay TU Wien a penalty, whereby the first breach shall result in a penalty ten times higher than that set out in Art. 10, para. 2 of the Austrian Administrative Offences Act (VStG), the second a penalty twenty times higher and the third a penalty thirty times higher. The penalty shall be increased by ten percent (10%) for each additional breach. The obligation to pay the penalty is independent of any administrative fine to be paid by the Organisers.

12. Liability of the Organisers

12.1. The Organisers shall be responsible for the proper execution of the Event at the contractual object, in particular for compliance with the TU Wien safety regulations as well as these Event contract terms and any requirements stipulated by the authorities (incl. the necessary approvals by Municipal Department 36 for technical trade affairs, official electrical and gas affairs, fire authorities and event management), as well as for compliance with the relevant regulations for the execution of events of any kind.

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12.2. The Organisers shall be liable for any damage or accidents arising from their usage through their own fault or vicariously (e.g. caterers), and also for any accidental damage caused, provided that this would not have occurred had the Event not taken place. The burden of proof that the damage was not caused by the Event lies with the Organisers. Any damage must be reported when the contractual object is handed back in accordance with clause 20.

12.3. The Organisers shall indemnify and hold harmless TU Wien against claims of any kind asserted by third parties in connection with the Event being held.

13. TU Wien limitation and exclusion of liability

13.1. TU Wien shall only be liable for damage it causes to Organisers who are business owners, insofar as such damage is not damage to property or personal injury, in the event of wilful misconduct or gross negligence. The burden of proof for establishing fault lies with the business owner. Business owners are Organisers for whom the contractual relationship entered into is part of the operation of their business within the meaning of Art. 1, para. 2 of the Austrian Consumer Protection Act (KSchG).

13.2. The following shall not be reimbursed – insofar as is legally permissible:

- consequential damages,
- intangible damages or indirect damages,
- loss of profits,
- damages due to
 - delay,
 - impossibility of performance,
 - positive violation of a contractual obligation,
 - fault at the time of contract conclusion,
 - deficient or insufficient performance.

13.3. Claims for damages due to financial losses are excluded.

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13.4. The limitation of liability is 60% of the agreed room hire for each case of damage.

13.5. Any warranty by TU Wien for the contractual object is excluded. In particular, TU Wien does not warrant any specific suitability or quality of the contractual object.

13.6. TU Wien accepts no liability or claims for compensation, on any legal basis whatsoever, for any technical or structural problems (e.g. power cuts, water damage, disruption due to construction work) or due to cancellation by the Organisers or prohibition by TU Wien.

13.7. TU Wien shall not be liable for accidents suffered by employees, agents or representatives of the Organisers, visitors to TU Wien, guests attending the Event, or other persons within the sphere of the Organisers.

13.8. TU Wien is not liable for lost or damaged valuables, clothing, money and objects brought on-site, technology, furniture, and exhibits. The Organisers shall fully indemnify and hold harmless TU Wien from and against any and all claims by third parties.

14. Cancellation of an Event – cancellation conditions

14.1. If an Event is cancelled, regardless of whether it is an External, Internal or Cooperative event, the Service Unit of Event Services must be notified without delay by email to veranstaltung@gut.tuwien.ac.at.

If the cancellation is made

- i. up to 23 working days prior to the date of the Event, a cancellation fee of 30% will be charged;
- ii. if the cancellation is made up to 2 working days prior to the date of the Event, a cancellation fee of 50% will be charged.
- iii. A cancellation fee of 100% will apply if the Event is cancelled on the last working day prior to the Event, or on the day of the Event.

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The cancellation fee is calculated on the basis of the room hire according to TU Wien rates, including any special services requested. Any deposit already paid shall be refunded.

15. Withdrawal / prohibition of the Event

15.1. TU Wien is entitled to withdraw with immediate effect at any time prior to the date of the Event especially if the Organisers

- i. are unable to provide evidence of the necessary official permits, approvals or the submission of the notification pursuant to clause 7.2 in conjunction with Art. 5, para. 1, point (a) of the Event Regulations 5 working days prior to the start of the Event at the latest;
- ii. when submitting the application, have provided incorrect information about the Organiser, the type of Event (purpose of the Event) or the number of guests at the Event in accordance with Art. 5, para. 1, point (b) of the Event Regulations;
- iii. have assigned the approval of the Event to a third party without the prior written consent of the Service Unit of Event Services in accordance with Art. 5, para. 1, point (c) of the Event Regulations.

15.2. In serious cases, TU Wien is entitled, pursuant to Art. 5, para. 2 of the Event Regulations, to prohibit the Event even while it is still in progress if, in particular,

- i. order and safety appear to be in jeopardy because of the Event, or the Event is in breach of legal, official or university regulations (especially TU Wien safety regulations and Viennese Event Law);
- ii. the content and the subject of the Event is likely to jeopardise TU Wien's public image or cause damage to TU Wien's reputation;
- iii. the university's research, teaching or examination activities are adversely affected;
- iv. the permitted room capacities are exceeded;
- v. TU Wien may otherwise suffer a disadvantage if the Event is continued;
- vi. the participants' safety cannot be guaranteed,
- vii. the Organiser violates the ban on weapons.

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15.3. If the Event is cancelled or prohibited while it is still in progress, TU Wien reserves the right to assert any claims for damages; in particular, TU Wien shall be entitled to the agreed room hire. Claims of Organisers against TU Wien are excluded, irrespective of the reason, insofar as this is legally permissible.

16. Cancellation of the Event due to force majeure

16.1. If, due to force majeure, TU Wien is only able to provide the contractual object in part or not at all, this shall not be deemed a breach and shall therefore not give rise to any reciprocal claims, on any legal basis whatsoever. Force majeure shall be deemed to be any circumstances beyond the will and influence of the Parties, such as natural disasters, governmental actions, decisions by authorities, blockades, war and other military conflicts, infectious diseases, demonstrations, mobilisations, civil unrest, terrorist attacks, strikes, lockouts and other industrial unrest, seizures, embargoes or other circumstances that are unforeseeable, serious and beyond the control of the Parties and that occur after approval of the online application.

16.2. If the Event is cancelled due to force majeure, any deposit already paid shall be refunded to the Organisers. Any further claims by Organisers, on any legal basis whatsoever, are excluded.

17. Affixing decorative and advertising material

17.1. Changes to the furnishings and affixing decorative and advertising material (including but not limited to posters, banners, floor and mirror stickers) in the contractual object (e.g. on walls, pillars, glass doors, lifts, staircase banisters) are only permitted with the prior written consent of the Service Unit of Event Services. The request must be received by the Service Unit of Event Services no later than 15 working days prior to the Event date.

17.2. The Organisers must ensure that the content of the advertising is not prohibited, immoral or in breach of public decency, and is consistent with TU Wien's interests as a university.

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17.3. The Organisers may only use the TU Wien logo in connection with and for the duration of their Event and only with the prior written consent of TU Wien. Enquiries should be directed to the PR and Marketing Department.

17.4. The Organisers shall ensure that the contractual object is not damaged by affixing decorative and advertising material. Affixing the materials as well as any associated preparation should be carried out by competent personnel. All statutory requirements must be observed, in particular those relating to fire protection, operating facilities and events.

17.5. Once the Event has finished (during or after the dismantling work), the Organisers must arrange for the immediate removal of any decorative and advertising material of any kind. The Organisers are liable for any damage and disadvantages suffered by TU Wien as a result of the removal of the decorative or advertising material, such as cleaning costs, touch-up costs and costs for any repair work.

18. Enforcement of house rules

The TU Wien security service and the Service Unit of Event Services shall be granted access to the contractual object at all times and their instructions shall be followed.

19. Filming and photography

19.1. The Organisers are responsible for compliance with data protection and copyright. The Organisers shall fully indemnify and hold harmless TU Wien from and against all claims arising from the infringement of third party rights.

19.2. Provided the Organiser agrees, TU Wien shall be entitled to use the photos and film captured during the Event for their own purposes. The Organisers therefore grant TU Wien unrestricted rights to edit, store, publish, distribute and use such photographs and video footage on the internet.

20. Data protection

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TU Wien uses the data of the Organizers only for internal purposes, unless TU Wien is legally obliged to transfer data to third parties (e.g. transfer to the tax office in the case of contract fees). This data will be saved as long as it complies with legal requirements.

21. Returning the contractual object to its original state

21.1. Once the Event has finished (during or after the dismantling work), the Organisers shall hand back the contractual object in a proper and clean condition.

21.2. The Organisers undertake to dispose of any rubbish and leftover waste in the specified waste systems at their own responsibility and expense. TU Wien is entitled to carry out disposal at the Organisers' expense in case they do not properly dispose of such waste without delay.

21.3. The Organisers shall collect the key(s) or key card(s) for the rooms provided from the TU Wien security service immediately prior to the Event and return them there as soon as the Event has finished (during or after the dismantling work). The Organisers shall be liable for the costs of any lost key(s) or key card(s).

22. Miscellaneous

22.1. Place of performance is Vienna, Austria.

22.2. The competent court of Inner City (Innere Stadt) Vienna, Austria, is the place of jurisdiction for all disputes arising from these Event contract terms. If the Organiser is a consumer within the meaning of the Austrian Consumer Protection Act, the competent court for the Organiser's place of residence shall be agreed for any disputes.

22.3. These Event contract terms shall be governed by Austrian law, to the exclusion of principles on the conflict of laws under the Austrian Private International

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Law and the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).

22.4. These Event contract terms in the present version and the request for use of rooms shall apply exclusively and shall supersede any previous agreements made between the Parties and/or any general terms and conditions. There are no verbal or written side agreements to these Event contract terms. Regulations that deviate from these Event contract terms shall only form part of the contract if this is expressly confirmed by the Parties in writing.

22.5. Insofar as TU Wien contracts, agreements or proposals contain deviating or conflicting provisions in individual cases, these individual agreements shall take precedence over these Event contract terms and the request for use of rooms. However, insofar as these Event contract terms only contain clarifying and/or supplementary or substantiating provisions, they shall apply in addition to the individually agreed regulations.

22.6. Insofar as the TU Wien safety regulations contain deviating or conflicting provisions in individual cases, these Event contract terms together with the request for use of rooms shall take precedence. However, insofar as these TU Wien safety regulations only contain clarifying and/or supplementary or substantiating provisions, they shall apply in addition to the individually agreed regulations.

22.7. In the event that other languages are used in the contractual relationship, the German text of the Event contract terms shall be the sole legally binding version. Documents in other languages have no legal effect, and more specifically, they shall not be used to interpret the German text.

22.8. Amendments and additions to these Event contract terms must be in written form in order to be legally valid, and must be signed by both Parties. This also applies to any departure from this written form.

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22.9. If individual provisions of these Event contract terms are or become invalid, either as a whole or in part, this shall not affect the validity of the other provisions. The parties shall instead undertake to substitute any invalid provision with another valid provision that most closely resembles the meaning and purpose of the provision being omitted.