



Impact Hub Vienna GmbH
Lindengasse 56/18-19
1070 Wien, Österreich
UID: ATU65367355

General terms and conditions of Impact Hub Vienna GmbH regarding the booking of rooms for events

Preamble

These general terms of use for the rental of rooms for events contain the rental conditions and the house rules of Impact Hub Vienna GmbH - hereinafter referred to as the "contractor." These general terms of use are an integral part of the offer. They apply to all rental and usage conditions, as far as no other agreements are made in individual contracts. Deviating or additional terms and conditions of the client do not apply.

§ 1 Contract conclusion

(1.1) Any use of the event rooms requires prior written or electronic confirmation by the contractor of the offer to be made by the client.

(1.2) No claim to the premises can be derived from the reservation/pre-booking of an event room for certain dates, unless the contractor expressly has obligated itself in this regard in the confirmation of the reservation. The client and the contractor undertake, however, to immediately notify each other of a planned, other use or a waiver of the pre-booked date.

§ 2 Subject of the offer

(2.1) The event premises are only rented for the purpose of use specified by the client. The exact name of the rental property and the purpose of use is stated in writing in the offer.

(2.2) A change of the purpose of use requires a written agreement.

(2.3) If the client or the event manager appointed by it determines defects or damage to the rental object, these must be recorded in writing and the contractor must be informed immediately. The liability for defects is excluded if the defect was not reported by the client at the latest when the event was accepted.

(2.4) Claims for lack of a guaranteed feature of the event premises can only be asserted if this feature was expressly promised by the contractor.

(2.5) No changes may be made to the rental property without the written consent of the contractor.



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(2.6) The sale or free distribution of food or drinks by the client is not permitted without the written consent of the contractor.

(2.7) The client is prohibited from further renting the event rooms to third parties without the written consent of the contractor.

(2.8) Standard amenities included in room booking (individual amenities apply based on room type booked):

- **Event Room**, 120m², incl: Beamer, Sound System, 2 Microphones, 2 Flipcharts incl. Paper, 1 Pinboard, Moderation kit, Wlan/Internet connection (maximum bandwidth as defined in offer), Cleaning, Standing tables and extra Equipment (on request), Cafe-Area for Catering and Networking, Location Referent
- **Innovation Lab**, 90m², incl: Beamer, Sound System (Microphone on request), 2 Flipcharts incl. Paper, Moderation kit, Wlan/Internet connection (maximum bandwidth as defined in offer), Cleaning service, Standing tables and extra Equipment (on request), Cafe-Area for Catering and Networking, Location Referent
- **Library**, 60m², incl: Screen, 1 Flipchart incl. Paper, Moderation kit, Wlan/Internet connection (maximum bandwidth as defined in offer), Cleaning service, Tap water, Location referent
- **Aquarium Room**, 15m², incl.: Beamer, 1 Flipchart, Wlan/Internet connection (maximum bandwidth as defined in offer), Tap water
- **The Lounge**, 15m², incl.: Screen, 1 Flipchart, Wlan/Internet connection (maximum bandwidth as defined in offer), Tap water
- **Mini Meeting Room**, 8m², incl.: Screen, Wlan/Internet connection (maximum bandwidth as defined in offer), Tap water

Toilets and rooms are cleaned in the morning of every day - additional cleaning services can be offered on request.

§ 3 Contract duration, times of use

(3.1) The rental property is rented for the period agreed in the contract. Necessary preparation times for assembly, decoration and dismantling etc. are to be considered accordingly by the client.

(3.2) After the end of the rental period, the rented property is to be returned by the client in same condition as they received it. After expiry of the rental period, remaining objects may be removed at the expense of the client at a charge. If the rented property is not returned in time, the client must in any case pay compensation corresponding to the rent fee or as defined in the offer. For services after 7pm additional fees for hosting services might apply.

(3.3) The client cannot derive any rights from or object to the fact that other events, including similar or related events, take place at the contractor's premises at the same time as the client's event.



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§ 4 Data protection & image recordings

(4.1) The client is fully responsible to ensure that all regulations related to protection of personal data according to the Datenschutz-Grundverordnung (DSGVO) and the Datenschutzgesetz (DSG) are met.

(4.2) The contractor has the right to make and use image or sound recordings as well as drawings of event sequences or exhibited or used objects for the purpose of documentation or for self-publication. This also applies to recorded persons, subject to the observance of any relevant personal rights.

§ 5 Responsibility and liability of the client

(5.1) The client is liable to the contractor regardless of fault for damages for the occurrence of personal injury, property damage and asset damage caused in connection with the event by the client, its agents, vicarious agents, guests or other third parties.

(5.2) The client is responsible to ensure that the volume of the music or other sounds from the events that take place in the event premises must not exceed the legal guidelines. The client must ensure, especially after 21:00 clock, that no noise pollution is caused for third parties (especially in the inner courtyard). The client has to ensure that all participants left the premises latest by 22:00 due to legal constraints.

(5.3) If, as a result of violations by the client of the provisions of these offer conditions, offenses or fines are levied against the contractor or its vicarious agents, the client is obliged to immediately accept or refund the established amounts for administrative offenses and fines.

(5.4) The contractor shall immediately forward to the client any determination of administrative offenses and fines falling within the scope of responsibility of the client.

(5.5) A further liability of the client according to the legal regulations remains unaffected.

§ 6 Liability of the contractor

(6.1) The contractor is liable to the client within the scope of the contractual relationship only for intentional or grossly negligent fault of its own or its vicarious agents and breach of essential contractual obligations (i.e contractual obligations the fulfillment of which makes the proper performance of the contract possible in the first place and in whose compliance the client may trust and trust regularly). The liability is limited in total (subject to liability for intent) to the respective contract value. The foregoing limitations of liability do not apply to damage resulting from injury to life, limb or health.

(6.2) The contractor is not liable for any damage caused by measures taken by it to maintain security and order. If, as a result of a misjudgment of the situation, the event is restricted, canceled or interrupted as ordered by the contractor, the contractor is not liable for cases of ordinary negligence.



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(6.3) The contractor accepts no liability for objects submitted by the offer partner, its employees, suppliers or other third parties acting on behalf of the offer partner. This includes wardrobe and items left at the contractors premises.

(6.4) A reduction of the rent due to defects of the rental property may only be considered if the contractor has been notified in writing of the intention to reduce the rent during the rental period.

(6.5) Insofar as liability is excluded or limited in accordance with the provisions of these rental terms, this also applies to the personal liability of employees, worker, colleagues, representatives and subcontractors of the contractor.

(6.6) The contractor is not liable for any technical issues or interruption of services (such as energy, water, internet etc.) except for cases of intentional or grossly negligent fault of its own or its vicarious agents.

§ 7 Withdrawal from the offer

(7.1) The contractor is entitled after fruitless deadline set with threat of withdrawal to withdraw from the rental contract without notice if:

- (a) the payments to be made by the client have not been paid in due time,
- (b) the actual purpose of the use deviates substantially from the intended purpose of the contract.

(7.2) If the contractor exercises its right of withdrawal, the claim for compensation against the client is limited to the respective contract value.

(7.3) In the event of cancellation of the use of an event room and associated services, the following cancellation costs will be incurred by the client:

- (a) At least 4 weeks before the event: free cancellation possible
- (b) 2 to 4 weeks before the event: 25% of the contract amount
- (c) 1 to 2 weeks before the event: 50% of the contract amount
- (d) less than 1 week before the event: 100% of the contract amount

(7.4) If the contractually agreed event cannot take place due to force majeure, each contracting party shall bear its own costs incurred until then. If in this event the contractor has paid for the client costs in advance which would have to be contractually reimbursed, the client is in any case obliged to reimbursement of this advanced payment to the contractor.



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§ 8 Insurances

(8.1) The contractor can request the proof of an adequate insurance coverage by the client. The cost of any required liability, property and personal insurance for the event shall be borne by the contractor. The policy must be presented to the contractor 10 days before the start of the event. We are happy to make contact with suitable insurance providers.

§ 9 Permits, official registrations, music licence fees, etc

(9.1) In case any official registrations of the client's event are required by Austrian law, the client must obtain these official authorizations at his own expense in a timely manner. Any conditions are to be fulfilled by the client at his own expense and in such a way that no expense is incurred for the contractor. This also includes any licencing or other permissions needed (eg via AKM application). The fulfillment of this obligation must be proven at least 10 days before the event. In case an official audit by the authorities is required, the contracting party or its authorized representative shall participate. Public events are subject to special provisions and compliance with any official regulations applying has to be ensured by the client.

(9.2) The client assures the contractor to follow all applicable trade law or other legal regulations and is liable to the contractor for their compliance. The client has to hold the contractor harmless in case an authority imposes any penalties for violation of regulatory requirements and statutory provisions in connection with the event of the client. Information if the event is subject to registration can be obtained via the service center o the city of Vienna under T. +43 1 4000 36336 or at www.wien.gv.at/umwelt/gewerbetechnik/veranstaltungswesen. Further information on the AKM is available at www.akm.co.at

§ 10 Final provisions and jurisdiction

(10.1) General terms and conditions of the client deviating from the offer conditions of the contractor are not part of the contract.

(10.2) The law of the Republic of Austria, excluding the CISG (UN-Kaufrecht) is valid for these terms and conditions and the individual contract. Mandatory provisions of the country in which the contract holder has his habitual residence are not affected.

(10.3) The place of fulfilment is the headquarters of Impact Hub Vienna GmbH in Lindengasse 56/18-19, 1070 Vienna, Austria. For any disputes arising from the legal relationship between contractor and the client, the parties agree on the exclusive jurisdiction of the competent court in Vienna, Austria..

(10.4) Should individual provisions of these general terms and conditions be or become invalid, this will not affect the validity of the remaining provisions of the offer. The provision which is not included or is invalid shall be replaced by a provision which comes as close as possible to the content of the original provision.