



## **GENERAL TERMS AND CONDITIONS OF BUSINESS RELATING TO THE HIRE OF ROOM FACILITIES AND/OR OUTDOOR AREAS IN THE MUSEUMSQUARTIER WIEN**

Last revised October 2022

### **1. GENERAL**

The present General Terms and Conditions of Business of MuseumsQuartier Errichtungs- und BetriebsgesmbH (hereinafter, in the capacity of lessor, also referred to as "MQ E+B GesmbH") shall apply for an indefinite period. The present General Terms and Conditions of Business (hereinafter also referred to as "GTCs") form the basis of and apply with regard to all contracts, agreements and other declarations constituting legal transactions between MQ E+B GesmbH and its contract partner (hereinafter referred to as "the Hirer") in relation to hiring of indoor event facilities and/or outdoor areas of MQ E+B GesmbH for the purpose of conducting events of the Hirer. These GTCs form an integral part of each individual contractual relationship entered into between MQ E+B GesmbH and the Hirer.

By way of general principle, MQ E+B GesmbH shall enter into the aforementioned contractual relationships only on the basis of and in reliance on the present GTCs, and shall respectively draw the attention of all contract partners to the applicability of these GTCs, both before and upon conclusion of contract.

The Hirer shall confirm in the hire agreement that it has read, understood and accepted the present GTCs. By signing the hire agreement, the Hirer acknowledges these GTCs as an integral contractual component and these GTCs shall thus become legally binding upon both contracting parties.

Any GTCs communicated by a respective Hirer shall not be accepted, shall be expressly rejected, shall not be valid, shall in the event of deviations in any event be superseded by the present GTCs, and shall be invalid on the basis of non-acceptance on the part of MQ E+B GesmbH. They shall be deemed rejected on the part of MQ E+B GesmbH even if, in an individual

instance, such rejection is not explicitly stated. The same shall also apply in the event of any contrary provisions contained in any general terms and conditions of business of the Hirer.

In addition, these GTCs shall also apply with regard to all additional agreements, riders, addenda or amendments made following contractual conclusion, whereby the version of the GTCs such as is valid respectively at the time of contractual conclusion shall apply.

Any amendments to the present GTCs or subsidiary agreements to the present GTCs shall only be valid when expressly confirmed in writing by MQ E+B GesmbH. In the event that, in an individual instance, derogations from these GTCs or subsidiary agreements to these GTCs shall be expressly agreed in writing, then such deviations shall respectively apply only to the individual business transaction in respect of which the relevant express written agreement was made. With regard to all further business transactions with the respective Hirer, the present GTCs of MQ E+B GesmbH shall subsequently apply in full.

MQ E+B GesmbH reserves the right to amend the present GTCs in future. Amendments shall be notified to the Hirer in writing with an indication to the effect that MQ E+B GesmbH shall only enter into contracts under the new GTCs; the Hirer shall implicitly accept the same and also demonstrate express acceptance through conclusion of further hire agreements. The amended GTCs shall thus apply with effect from conclusion of the first hire agreement concluded after the Hirer has been informed by MQ E+B GesmbH as to amendment of the GTCs.

### **2. CONTRACTUAL ACCEPTANCE**

The contractual relationship shall come into being by way of signature by both parties of the



written hire agreement(s) on the basis of the present GTCs. It is expressly stated and agreed that, with regard to the hire of room facilities and with regard to the hire of outdoor areas, two different contracts shall be concluded. Two different contracts shall also be concluded if the hire of room facilities and outdoor areas is undertaken by a single Hirer and within the framework of a single event.

If the Hirer is not the actual event organizer, and if a commercial agent or organizer is engaged, the latter shall be liable jointly and severally with the Hirer for breach of any duties under the hire agreement and the present GTCs.

### **3. SUBJECT OF THE AGREEMENT**

The Hirer shall be entitled exclusively to use the room facilities and/or outdoor areas of the site (courtyard areas, etc.) hired in accordance with the hire agreement. The use of any other room facilities and areas on the site (courtyard areas, etc.) not explicitly agreed in the hire agreement shall require separate prior written approval from MQ E+B GesmbH and shall be subject to a charge.

The only events which may be held in the room facilities and/or outdoor areas hired shall be those which have been expressly agreed under the relevant hire agreement and which furthermore comply with statutory and official regulations as currently applicable, as well as with the constraints and circumstances of the Museumsquartier. In the absence of prior arrangement and express written approval from MQ E+B GesmbH, the Hirer shall not be entitled to hold any event other than the event contractually agreed with MQ E+B GesmbH.

Within the meaning of Section 880a, second sentence, of the Austrian General Civil Code (*Allgemeines Bürgerliches Gesetzbuch*, ABGB), the Hirer guarantees that it has comprehensively informed MQ E+B GesmbH as to the object and nature of the event and has not concealed any material aspects thereof.

The Hirer must ensure that it preserves the good condition of the hired facilities at its own cost, ensuring the greatest-possible preservation of the substance of the facility, and

must ensure that the greatest-possible consideration is given to other MuseumsQuartier hirers or visitors.

The Hirer shall be under a duty to avoid any impairment of the operations of other users of the room facilities and/or outdoor areas of the Museumsquartier and shall be required to show appropriate consideration for other users of the room facilities and/or outdoor areas. Access routes to the institutions, all thoroughfares and officially-prescribed fire service access routes and manoeuvring areas may not be impaired through use of the outdoor areas.

The following public traffic routes/areas of the MQ site shall be generally excluded from hire:

- Access routes and manoeuvring areas for the fire service, deliveries, heavy transporters, etc. (see access and manoeuvring area plans)
- For fire service access, a space of at least 5 metres must be left in front of the facade on the Forecourt.
- All open-air steps and staircases on the site. In the case of barriers (admission, VIP areas, etc.), the public entry and escape routes to the institutions must in any event be assured.

All 10 entrances to the MQ site, the thoroughfares between the individual courtyards and parts of the building, and the entire delivery area behind the MUMOK, the Kunsthalle and the Leopold Museum ("Ovalstraße") are also expressly excluded from hire for safety reasons.

Irrespective of the agreed subject of the agreement, the Hirer shall in any event not be authorized to use the areas excluded from hire and shall in particular ensure that such areas are not obstructed.

Any structural alterations to the hired facilities are expressly prohibited. Any installations or alterations of any kind, technical changes, barriers, etc. may only be undertaken or implemented with the prior written approval of MQ E+B GesmbH and only to the approved extent.

All events taking place in the room facilities and/or outdoor areas of MQ E+B GesmbH



available for hire shall require obligatory MQ event support services, which shall be provided in the form of the presence of trained employees of MQ E+B GesmbH during the entire period of the event. This shall in particular ensure smooth conduct of the event and adherence to formal requirements, as well as immediate assistance in the event that the Hirer shall have any queries.

#### **4. ONWARD TRANSFER OF THE SUBJECT OF THE AGREEMENT**

The Hirer shall be expressly prohibited from undertaking any onward transfer of the subject of the agreement to third parties, whether wholly or only in part, and whether free of charge or for a consideration, whatever the form of such onward transfer. This shall also be understood to include all forms of onward transfer free of charge, assignment of rights of use and all forms of business disposal, including introduction into a company, legal entity or other business undertaking. The Hirer shall be expressly prohibited from undertaking onward hiring of the hired facilities.

The Hirer shall be liable in relation to MQ E+B GesmbH with regard to all and any losses resulting from onward transfer in breach of contract of the room facilities and/or outdoor areas to third parties.

#### **5. OFFICIAL PERMITS/COMPLIANCE WITH REGULATIONS**

The Hirer shall be under a duty, prior to holding an event, to obtain at its own risk and cost all requisite official notices, and shall in such regard indemnify MQ E+B GesmbH in full and hold MQ E+B GesmbH fully harmless. In this connection, MQ E+B GesmbH shall issue any requisite consents and provide signatures as required.

The Hirer shall be under a duty to comply with all public regulations, laws, ordinances and/or any notices in relation to holding of the relevant event. This shall include in particular also compliance with the Vienna Events Act (*Veranstaltungsgesetz*). In such regard, the Hirer shall indemnify MQ E+B GesmbH in full

and hold MQ E+B GesmbH fully harmless as well as compensate MQ E+B GesmbH in respect of any penalties resulting if the Hirer's event shall be in breach of public regulations.

The Hirer expressly declares that it holds all rights required for conduct of the event, that it shall bear all associated fees, taxes and charges and that it shall undertake on its own account the registrations required for assessment. The Hirer also fully indemnifies MQ E+B GesmbH and holds MQ E+B GesmbH fully harmless in such regard.

The Hirer shall be under a duty to submit to MQ E+B GesmbH the corresponding documents and deeds by way of documentary evidence of compliance with the relevant provisions of public law.

In the event of increased visitor attendance as part of outdoor events, MQ E+B GesmbH expressly reserves the right to impose upon the Hirer additional measures extending beyond any requirements based on formal notices. The Hirer shall be under a duty to implement any such additional measures imposed by MQ E+B GesmbH, to ensure compliance therewith and to bear the associated costs arising.

#### **6. SERVICES**

MQ E+B GesmbH shall be under a duty to provide the services contractually promised.

The Hirer undertakes to pay the fees agreed for the services of MQ E+B GesmbH in full and on a timely basis, in accordance with the terms of the hire agreement (hire charge plus other fees).

Event times, room facilities/outdoor areas to which an agreement relates (the event venue), the extent and type of provision, plus further services of MQ E+B GesmbH, shall be agreed with the Hirer in the respective agreement.

#### **7. TERMS OF PAYMENT AND INVOICING**

MQ E+B GesmbH shall issue an invoice following conclusion of contract relating to the hire charge, additional fees and all levies and taxes due thereon. Half of the hire charge, the additional fees plus all levies and taxes must be transferred by the Hirer immediately following contractual signature to the account indicated



below of MQ E+B GesmbH, all bank and transfer charges to be borne by the Hirer. The other half of the hire charge must be transferred by the Hirer to the account of MQ E+B GesmbH by five days at the latest prior to commencement of the event, with all bank and transfer charges to be borne by the Hirer.

Other costs incurred in connection with holding of the event shall be charged by MQ E+B GesmbH in accordance with actual cost, and payment therefor shall be transferred by the Hirer to the account of MQ E+B GesmbH within a period of ten days in line with the invoice submitted, all bank and transfer charges to be borne by the Hirer.

In the event of payment default on the part of the Hirer, default interest shall be deemed agreed in the statutory amount.

This contract shall be notified by MQ E+B GesmbH to the Austrian Tax Office for Fees, Transaction Taxes and Gambling (*Finanzamt für Gebühren, Verkehrssteuern und Glückspiel*) under tax reference 021/4717 and the tax charges shall be calculated accordingly. The charge must in any event be borne by the contract partner irrespective of whether the event is held (such as, for instance, in the case of cancellation, or similar), and the contract partner shall receive a corresponding invoice from MQ E+B GesmbH.

In the event that the Hirer is in default with regard to a payment in relation to the present Contract and amounts owed under this contract are not credited to the account of MQ E+B GesmbH within the time period respectively set, MQ E+B GesmbH expressly reserves the right not to make the hired facilities available and/or to take other suitable measures in order to prevent use of the hired facilities.

## **8. TERMS RELATING TO SET-UP AND DISMANTLING**

By 14 days at the latest prior to commencement of the event, the Hirer shall be under a duty to notify to MQ E+B GesmbH a timetable and schedule for the set-up and teardown process required as part of the event. In addition, the Hirer shall be under a duty, immediately

following the event, to ensure teardown and removal of all items which it shall have introduced onto the site, and all waste/refuse and packaging material must be disposed of by the Hirer.

The outdoor area/ room facilities must be treated with the utmost care. The Hirer undertakes both during the event and during the set-up and teardown phase to follow without exception the instructions of the MQ event support staff present on site and to place all persons and employees within its sphere of influence under a corresponding duty.

If teardown and removal are not undertaken by the Hirer without delay, MQ E+B GesmbH shall be entitled to conduct removal and disposal at the cost of the Hirer.

In the event of failure to formally hand back the subject of the agreement on a timely basis, or in the event of handing back taking place, but not in the required condition, MQ E+B GesmbH shall be entitled to charge a penalty, independent of fault and actual damages, and not subject to a right on the part of a court to reduce or abate such penalty, totalling € 300,- per event room and per calendar day of delay.

Furthermore, the Hirer shall indemnify MQ E+B GesmbH in full and hold MQ E+B GesmbH fully harmless with regard to all prejudice and losses actually arising as a result of late return (such as, for example, loss of rent or damages claims on the part of other hirers who are not able to hold events already booked in the hired facilities due to the said delayed return), and the Hirer shall pay compensation to MQ E+B GesmbH accordingly.

Chattels left behind by the Hirer may also be placed in storage by MQ E+B GesmbH at the cost of the Hirer. In the event that the Hirer shall not collect the same within a period of eight days following notification of storage on the part of MQ E+B GesmbH, at the same time paying the storage charges, such chattels shall be deemed abandoned and left behind and may be disposed of at the cost of the Hirer.

## **9. THIRD-PARTY FIRMS**

The set-up and teardown times approved by MQ E+B GesmbH must be observed without



exception. All structures, items introduced and other chattels must comply with the event concept approved by MQ E+B GesmbH.

In the event of availment of third-party firms, the Hirer shall be under a duty to notify in writing the identity of all third-party firms which it shall have instructed at the latest 14 days prior to commencement of the event. MQ E+B GesmbH shall be entitled to reject engagement of third-party firms without giving any indication of reasons.

Cooperation with the companies operating in the MuseumsQuartier is required in connection with set-up and teardown work plus any repositioning and reinstatement of the MQ courtyard furniture ("*Hofmöbel*"), additional security services or requisite special cleaning. Any third-party personnel required in such regard must by way of general principle be organized by the Hirer itself, and invoicing shall be undertaken direct to the Hirer.

#### **10. HANDOVER AND HANDING BACK**

The Hirer shall have obtained sufficient information concerning the hired facilities through visiting the same and inspecting plans, and expressly declares that such facilities are suitable for its intended event purpose.

MQ E+B GesmbH shall hand over the hired facilities in a clean condition, and the Hirer shall take over the hired facilities in their condition as known, as inspected and "as is". MQ E+B GesmbH shall be liable neither for a particular characteristic nor for any specific suitability of the hired facilities.

Handover and handing back of the hired facilities shall be documented in writing through preparation of a corresponding handover report.

Following the end of the event/the end of the contractual hire period, the Hirer shall be required to hand back the hired facilities to MQ E+B GesmbH, including installations and structures, technical equipment and furniture, in the same condition as that in which it was handed over, clean and tidy and cleared of all chattels.

Any refuse, food waste, packaging material and the like arising must be removed by the Hirer following the end of the event. Any disposal within the Museumsquartier site is expressly prohibited. In the event of non-compliance, the Hirer shall be invoiced the cleaning and/or disposal costs incurred by MQ E+B GesmbH.

#### **11. ELECTRICITY SUPPLY**

The Hirer shall be under a duty to notify MQ E+B GesmbH in writing at the latest 14 days prior to commencement of the event of the electricity requirements associated with holding of its event.

MQ E+B GesmbH shall provide the electricity requirement notified by the Hirer in the respective usual volume depending on the specific subject of the event. Any additional higher electricity requirement shall be invoiced to the Hirer separately by MQ E+B GesmbH.

Where outdoor areas are hired, MQ E+B GesmbH shall make the agreed electricity supply available. Cabling and coverage of cables must be undertaken by the Hirer in a professional and appropriate manner, observing all public safety obligations. At the end of use, the Hirer shall be invoiced the costs of additional electricity provided by MQ E+B GesmbH within the framework of a standard daily supply rate in accordance with the offer made, plus statutory value added tax.

MQ E+B GesmbH assumes no liability whatsoever for electricity outages occurring during an event resulting from overloading due to electricity requirements being higher than those communicated in writing by the Hirer and accepted by MQ E+B GesmbH.

The Hirer declares that it waives all and any damages claims arising from any merely temporary interruption to the electricity supply except in the case of gross negligence on the part of MQ E+B GesmbH. MQ E+B GesmbH shall not be liable where interruptions are outside its direct sphere of influence (e.g. supply difficulties or interruptions on the part of the supply company).

#### **12. SAFETY**



In the entire area of the Museumsquartier, the handling of naked flames and lights, petroleum, spirit, gas and similar liquids or elements is strictly prohibited. Plastics such as polystyrene and other easily flammable substances and liquids, as well as pressurized containers and pressurized bottles, may not be kept or used in the hired facilities and other rooms. Introducing flammable substances into the hired facilities and other rooms is strictly prohibited, as is the removal of items made of fragile or breakable material (such as bottles, glasses and similar) from the hired facilities/other rooms or taking such items into the outdoor areas of the site.

Any decoration of the hired facilities with plants, rugs and similar intended by the Hirer must be agreed with MQ E+B GesmbH at the latest 14 days prior to the event and shall only be permissible with the express written approval of MQ E+B GesmbH. All costs thereby arising shall be borne by the Hirer.

The materials used must, on safety grounds, correspond to a minimum of the following ÖNORM standards: flammability category B, smoke emission category Q1 and drop formation category Tr1.

Out of consideration for the immediately-adjacent residential lessees, noise emissions must be limited to a reasonable volume (in any event a maximum of 71 decibels (dB)/Arena21 and 93 dB/Ovalhalle, 60 dB in the outdoor areas), whereby reference is made to the fact that the official noise exposure limits must imperatively be observed.

Fire detectors are situated in the hired areas which may trigger an alarm in particular if smoke is produced. In the event that such an alarm is triggered, all associated costs (e.g. deployment of fire service) must be borne by the Hirer. Any special requirements of the Hirer in this connection shall require express approval from MQ E+B GesmbH, and the Hirer must make a corresponding written application to MQ E+B GesmbH at the latest seven working days prior to commencement of the event.

The use of fog machines or equipment with similar effects in the hired facilities is expressly prohibited.

### **13. REGULATIONS GOVERNING VEHICLE ENTRY TO THE SITE**

The following regulations govern vehicle entry to the MuseumsQuartier:

LGVs and cars may only drive onto the site further to prior approval from MQ E+B GesmbH, which must be issued at least three working days prior to the event, whereby the identity of the vehicle shall be notified, including registration number.

Entry onto the site and stopping on the site shall only be permitted for delivery purposes for a maximum period of 30 minutes.

Vehicles parked unlawfully, as well as vehicles not holding an entry permit, may be towed away at any time without notice and subject to a charge.

During the period from 10:00 PM until 6:00 AM, due to the ban on night-time noise, no goods may be delivered or removed, nor may there be any traffic movement within the MQ Main Courtyard. Otherwise, during the period from 6:00 AM until 10:00 PM, although goods may be delivered and removed within the MQ Main Courtyard, parking shall not be permitted. On no account shall entry be permitted via the MQ Forecourt.

### **14. ADVERTISING; SALE AND DISTRIBUTION OF PRODUCTS AND PRINTED MATERIAL**

There exists a general prohibition on advertising on the external surfaces of the Museumsquartier. For the purposes of announcing an event, only the surfaces approved in advance by MQ E+B GesmbH shall be available.

The Hirer shall be entitled to use the logo of the Museumsquartier on the printed material relating to the event/project. No separate charge shall be made in this regard. The right to use the said logo shall however be limited to the event in question which is being held in the Museumsquartier. Any more extensive use of the logo shall only be permissible subject to separate prior written approval of MQ E+B GesmbH.



The Hirer shall be under a duty to use exclusively the following designation of the indoor rooms and/or outdoor areas on all printed material and for all advertising of the event:

- Ovalhalle in the MuseumsQuartier / in the MQ
- Arena21 in the MuseumsQuartier / in the MQ
- Baroque Suite A, B or C in the MuseumsQuartier / in the MQ
- Mezzanine in the MuseumsQuartier / in the MQ
- MQ Libelle in the MuseumsQuartier / in the MQ.

Permits and terms in relation to filming schedules and photo shoots on the MQ site must be agreed separately.

#### **15. CANCELLATION OF CONTRACT, EARLY CONTRACTUAL TERMINATION, NOTICE OF TERMINATION**

Where good cause is given, MQ E+B GesmbH shall be entitled to declare contractual withdrawal without further formality and without notice and to cancel the contractual relationship with immediate effect – even before the end of an event – and to suspend the event as well as to demand the immediate termination of any event already commenced and immediate handing back by the Hirer of the subject of the agreement. The Hirer expressly waives the assertion of damages claims and other claims in this regard.

Good cause shall in particular be given if even only one of the following grounds shall be given:

- The Hirer shall fail to pay the deposit or the agreed hire charge, or shall fail to pay the same by the required deadline, despite a one-off reminder setting an extension of time;
- The contractually-required documentary evidence relating to fulfilment of specific contractual obligations shall not be furnished by the Hirer;
- The Hirer shall otherwise breach material obligations accepted by the Hirer in these GTCs, in the hire agreement or in other

written or oral agreements between the contracting parties;

- Facts shall become known or should be known to the Hirer, in accordance with which the planned event contravenes existing laws, official ordinances, notices, other official orders or measures and/or agreements or a non-specific or specific endangerment to the health of employees of MQ E+B GesmbH and/or other participants in the event, not caused, whether culpably or otherwise, by MQ E+B GesmbH;
- The Hirer shall breach relevant statutory rules in connection with the event held;
- There shall be an official instruction to terminate the event;
- The Hirer shall breach the provisions relating to transfer to third parties;
- The event shall disrupt smooth business operations of MQ E+B GesmbH and of other hirers/lessees on the Museumsquartier site;
- The event should jeopardize the reputation or security of MQ E+B GesmbH or the substance of the hired room facilities and/or outdoor areas; or
- The event cannot be held for reasons of force majeure.

In this context it shall be entirely irrelevant whether force majeure, the legislator, an authority, the Hirer itself or its guests shall have established such good cause or caused the occurrence thereof.

In the instances as listed above, the Hirer shall not accrue any claims whatsoever against MQ E+B GesmbH arising from cancellation of the contractual relationship unless the failure to hold or the abandonment of an event shall take place based on gross culpability ("*grobes Verschulden*") on the part of MQ E+B GesmbH.

In all of the above instances, MQ E+B GesmbH shall be due the contractually-agreed hire charge/usage charge, observing the terms of Section 1168 of the Austrian General Civil Code. MQ E+B GesmbH shall permit offsetting of such amount as it shall have saved as a result of cancellation or abandonment of the event or such amount which it shall have obtained through other use or which it shall have intentionally omitted to obtain.



The above shall be without prejudice to the assertion of further damages claims on the part of MQ E+B GesmbH.

With regard to all material breaches on the part of the Hirer of one or more contractual terms of these GTCs, the hire agreement or other written or oral agreements between the contracting parties, MQ E+B GesmbH shall in addition be entitled to charge the Hirer a penalty, independent of fault and actual damages, and not subject to a right on the part of a court to reduce or abate such penalty, in the sum of € 3.000,- (excluded herefrom shall be the penalty for delayed return; here, the penalty rate stated shall apply), further to expiry without effect of a reasonable extension of time set in a documented request to restore compliance with contractual terms.

#### **16. WITHDRAWAL FROM CONTRACT AND CANCELLATION TERMS**

Events shall be held exclusively at the risk and cost of the Hirer. Failure to issue a requisite official licence/failure to grant a requisite right or the failure to achieve the anticipated number of visitors shall entitle the Hirer neither to withdraw from the contract nor to cancel the contract or to claim any reduction in the agreed hire charge.

Any express or tacit contractual withdrawal on the part of the Hirer shall trigger cancellation fees and the obligation to reimburse the expenses incurred by MQ E+B GesmbH in the following amount.

If the Hirer declares written withdrawal from a contract relating to the hire of rooms and/or outdoor areas in the Museumsquartier:

- At the latest 90 days prior to commencement of the hire arrangement, the Hirer shall pay 50% of the hire charge by way of cancellation fee;
- From 90 days prior to commencement of the event up to 30 days at the latest prior to commencement of the event, the Hirer shall pay 80% of the hire charge by way of cancellation fee;
- From 30 days prior to commencement of the event, the Hirer shall owe 100% of the hire charge by way of cancellation fee;

whereby this shall respectively be subject to addition of statutory value added tax.

If the holding of events in the hired room facilities/in the hired outdoor areas shall not be possible due to statutory prohibitions, official ordinances, notices or other official orders or measures and similar which shall be applicable during the respective contractually-agreed hire period, the Hirer may declare written withdrawal from the contract free of charge. The hire agreement concluded between the contracting parties shall in such event be rescinded. Since cancellation of the event shall not be attributable to either contracting party, in such event all reciprocal obligations on the part of the contracting parties shall be extinguished. Each contracting party shall itself bear all expenses and costs which they shall have already incurred or which they shall subsequently incur in connection with preparation for the event. No cancellation fees shall be applied.

If the Hirer is to be qualified as a consumer within the meaning of the Austrian Distance Selling and Off-Premises Transactions Act (*Fern- und Auswärtsgeschäfte-Gesetz, FAGG*), and if an agreement has been concluded through distance selling or outside the business premises of MQ E+B GesmbH, the Hirer shall have a 14-day cancellation right free of charge, whereby there shall be no requirement to indicate cancellation reasons. The 14-day time period shall commence on the date upon which the contract is concluded. If and in so far as the consumer shall not have contractually declared to MQ E+B GesmbH under the terms of Section 10 of the Act that he/she wishes to commence work early and therefore waive his/her cancellation right, any cancellation within 14 days of conclusion of contract by the Hirer (as consumer) in accordance with the terms of Section 11 of the Act shall not trigger any cancellation fees.

#### **17. LIABILITY**

MQ E+B GesmbH shall not be liable for losses resulting from force majeure (e.g. severe weather, electricity outage, vandalism, war, terrorism, epidemic, etc.) nor for statutory



and/or official prohibitions, orders or measures imposed or enacted due to events of force majeure. The Hirer shall indemnify MQ E+B GesmbH in full and hold MQ E+B GesmbH fully harmless in respect of all claims of third parties resulting from the event held by the Hirer.

Adherence without exception to all official requirements and provisions of public law pertaining to holding of the event forming the subject hereof shall be incumbent exclusively upon the Hirer, and the Hirer shall be under a duty to indemnify MQ E+B GesmbH in full and hold MQ E+B GesmbH fully harmless in respect thereof.

The Hirer shall be liable in relation to MQ E+B GesmbH in respect of all losses caused in or to the actual hired facilities as well as to persons, which losses shall arise or the cause of which shall have arisen during the course of using the hired facilities during the contractual term (for instance rent/hire charge reductions of other lessees/hirers, administrative penalties, etc.), within the framework of statutory damages provisions. The Hirer shall indemnify MQ E+B GesmbH and hold MQ E+B GesmbH fully harmless in respect of all such losses, entirely irrespective of the existence of any relevant insurance policy.

It shall be incumbent upon the Hirer to ensure that visitors and other persons under its sphere of influence spending time within the event rooms and/or outdoor event areas who shall persistently, culpably and unlawfully act in contravention of contractual terms shall be excluded from any further visit to the event venue.

The Hirer shall be liable in respect of the conduct of employees, agents, visitors or guests as well as for the loss of items during or in connection with the event, both before and after the event. This shall apply in particular with regard to theft as well as garments and other items placed in the cloakroom. The Hirer shall indemnify MQ E+B GesmbH in full and hold MQ E+B GesmbH fully harmless in respect of all such claims.

The Hirer shall indemnify MQ E+B GesmbH in full and hold MQ E+B GesmbH fully harmless in

relation to any claims and associated litigation by private/residential lessees/tenants in connection with the event.

The Hirer shall be under a duty to take out liability insurance for the event, the validity of which shall also extend to minor negligence and which comprises liability for subcontractors and assistants as well as for losses caused by persons attending the event. A copy of the insurance policy shall be submitted automatically to MQ E+B GesmbH at the latest five working days prior to commencement of the set-up work.

MQ E+B GesmbH shall be liable for losses arising from non-fulfilment or inadequate fulfilment of this contract only in the event of gross negligence on the part of MQ E+B GesmbH, and it shall be incumbent upon the Hirer to provide corresponding evidence. MQ E+B GesmbH's duty of indemnification shall only pertain to the loss suffered, and liability for loss of profits and consequential losses shall be expressly precluded. Excluded from the above shall be personal injury culpably caused by MQ E+B GesmbH, for which MQ E+B GesmbH shall be liable also in the event of minor negligence.

#### **18. PERSONS ACTING ON BEHALF OF THE HIRER**

All persons signing an agreement on behalf of the Hirer shall be jointly and severally liable with the Hirer for fulfilment of the obligations of the Hirer under the agreement. In the agreement, the Hirer shall indicate such persons by name in block letters who may act with binding effect on the Hirer's behalf in legal transactions. If no such persons or other persons are indicated, then MQ E+B GesmbH may deem those persons who sign the agreement or who submit other legally-binding declarations on behalf of the Hirer to hold corresponding entitlement (apparent authority).

#### **19. DATA PROTECTION AND CONFIDENTIALITY**

The Hirer gives its express consent to the effect that MQ E+B GesmbH may collect, electronically process and use all contract-related and personal data notified to it by the



contract partner during the course of contract processing, within the statutory framework of the Austrian Data Protection Act (*Datenschutzgesetz*, DSG). The storage of contract-related data shall be undertaken only for as long as is essential for the purposes for which it shall have been collected/processed. MQ E+B GesmbH shall moreover be entitled to pass on such data which it shall have stored to authorities, public agencies, contract partners and professional representatives.

The contracting parties reciprocally undertake to treat as strictly confidential all business secrets and confidential information of the other contracting party which shall have come to their knowledge either directly or indirectly during the course of contract processing and not to pass the same on to third parties nor exploit or utilize the same without the prior written consent of the other contracting party. This shall apply to all business secrets and confidential information of the other contracting party, in particular information relating to managing directors or other senior executives, employees, procurement sources, customers and other contract partners, agreements concluded and relevant terms, economic, technical, operational, tax and personal data/information sources, business papers and business plans of all types as well as internal operational matters.

The duty of confidentiality shall also extend to electronically-processed data and communication thereof within the meaning of Section 6 of the Austrian Data Protection Act.

The obligation to observe confidentiality shall not apply if (i) the confidential information has already been published without the intervention of the other contracting party, if the express and written consent of the other contracting party has been given to undertake disclosure; or (ii) there exists an obligation to undertake disclosure of confidential information and/or business secret based on a ruling of a court, order of an authority or based on statute. The contracting parties shall take all reasonable and appropriate precautions in order to ensure confidentiality. Confidential information shall only be communicated to employees or other

third parties who are required to receive the same based on their work in the context of contract processing.

The above duty of confidentiality on the part of the contracting parties shall also continue following the end of the contractual relationship. Thus, the contracting parties shall be under a duty also further to processing and termination of the contractual relationship to safeguard the aforementioned business and trade secrets.

## **20. CONCLUDING PROVISIONS**

No subsidiary oral agreements exist in relation to this contract. Any amendments and additions to the contract shall only be valid when in writing. This shall also apply with regard to any derogation from the written-form requirement.

The nullity or invalidity of any contractual term shall be without prejudice to the validity of the remaining terms. Any null or invalid contractual terms shall be replaced by admissible and valid contractual terms which come as close as possible to the purpose and economic intent of the invalid contractual terms which they replace. The same shall apply by way of analogy with regard to supplementary contractual interpretation based on any unintended omissions in the contract between MQ E+B GesmbH and the Hirer, including the present GTCs.

With regard to all disputes arising from and in connection with this contract, the exclusive jurisdiction of the respective court having subject-matter competence and territorial jurisdiction for the district of 1070 Vienna is agreed. These GTCs shall be subject to Austrian law, to the exclusion of rules referring to foreign law and UN law on the international sale of goods.

The Terms and Conditions of Business and the hire agreement shall be prepared in German, whereby the contract partner shall also receive an English-language translation. Only the German-language version of the hire agreement shall be signed. In the event of any differences of interpretation and/or disputes,



the German-language version shall take precedence over the English-language version.

The present GTCs shall only apply to consumer transactions within the meaning of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz, KSchG*) in so far as they do not contradict the mandatory provisions of the said Act.