

TERMS AND CONDITIONS (“TCs”)
of the association the College of Physicians in Vienna
for the hire of the College’s function rooms at
Frankgasse 8, 1090 Vienna

I.
Scope

- 1.1 The College of Physicians association in Vienna [Gesellschaft der Ärzte in Wien] with headquarters at 1090 Wien, Frankgasse 8 (hereinafter: ‘the Association’) is listed in the Austrian land register as the owner of property EZ 1483 KG 01002 Alsergrund. The address of the plot is 1090 Vienna, Frankgasse 8. The property known as the ‘Billrothhaus’ is built on this site and is used as the headquarters of the Association (hereinafter: ‘the Association Building’).
- 1.2 These TCs apply to the hire of function rooms in the building of the Association and to all other related services of the Association.
- 1.3 No other provisions that deviate from these shall apply, including the Terms and Conditions of the contract partner (hereinafter also ‘the Hirer’), unless they have been expressly accepted in writing by the Association.

II.
Contract and contractual basis

- 2.1 The venue hire contract between the Association and the Hirer is only binding once a written venue hire contract has been signed. These TCs constitute an integral part of the venue hire contract. Venue hire is solely subject to these T Cs.
- 2.2 Agreements between the Association and the Hirer, in particular the contract but also any supplementary agreements, amendments or additions to it, must be made in writing to be effective; this also applies to any waiver of the requirement for the written form.
- 2.3 Rooms in the Association Building may only be hired for business purposes and for a period of less than six months. The provisions of the Austrian Landlord and Tenant Act [Mietrechtsgesetzes (MRG)] in accordance with § 1 para. 2 clause 3 MRG are therefore not applicable to the contractual relationship between the Association and the Hirer.

III.
Event space for hire

3. The event space for hire is any function room in the Association Building seen on the plans attached to the venue hire contract that is clearly intended for hire.
- 3.2 The event space being hired encompasses only the function room(s) listed and specified in the venue hire contract (or on the plans attached to it) and not any other parts of the Association Building, external surfaces of the property, the courtyard or driveway. However, the Hirer and those persons using the event space for hire with the consent of the Hirer are entitled to use the toilets in the Association Building to a reasonable extent, on the condition that such use does not prevent other persons using the Association Building from also using them. The Hirer and

those persons using the event space with the consent of the Hirer are further entitled to occupy public areas of the Association Building (entrance area, corridors), on the condition that this will not adversely affect the usability of other rooms or the Association Building by members or bodies of the Association.

- 3.3 The Hirer confirms that they have thoroughly inspected the event space for hire before signing the contract. The Association must be notified immediately, in writing, of any deficiencies identified after the event space for hire is handed over to the Hirer, which impair its usefulness or adversely affect its facilities. If the Association remedies these deficiencies within a reasonable period of time, the Hirer will not be entitled to make any further claims, or to derive any legal consequences from such claims.
- 3.4 The Hirer declares that it will not infer any legal claims against the Association for temporary disruptions or other impediments to the water supply or deficiencies, impediments or defects affecting the gas, lighting or power, sewerage, or technical installations or similar, provided the Association is only partially, or not at all, to blame. § 1096 of the Austrian Civil Code [ABGB] is not applicable in this respect.

IV.

Services of the Association

- 4.1 The Association will make the event space for hire available to the Hirer, as described in the venue hire contract concluded and will ensure that it can be used by the Hirer in accordance with the provisions of the venue hire contract and these TCs.
- 4.2 If use of the Wardrobe is included in the package of services in the venue hire contract, only the provision of coat racks is included in the contract and not any other services or deliverables.
- 4.3 The Association operates a WLAN system in the Association Building. The Association will make this system available to the Hirer, their people and assistants and those people using the event space for hire with the permission of the Hirer to the extent of the available data capacity. This service is expressly provided voluntarily and is not included in the relationship of reciprocal services in the venue hire contract. The Association does not guarantee the proper functioning of the WLAN system and accepts no liability for it.

V.

Technical equipment/Use of own materials

- 5.1 The Association will provide all the standard equipment generally used for lectures/presentations, seminars and so on to the Hirer as part of the venue hire contract. The Hirer and their people, speakers and any agents of the Hirer are prohibited from using any technical equipment or devices other than the equipment/devices provided by the Association in the event space for hire or the Association Building. It is also prohibited to adapt or modify the technical equipment and devices provided by the Association or to attach any other devices to them.
- 5.2 Printed matter and audio, image or data storage devices of any kind, which the Hirer will hand out, offer or share with third parties during the use of the event space for hire, must be defined in advance and in writing to the Association. Other types of media not covered by the contract may not be handed out, shared or disclosed to third parties unless a supplementary written agreement to that effect exists between the contracting parties.

- 5.3 The Hirer is not permitted to make any alterations to the surfaces of the walls, ceilings, doors or windows of the event space for hire or the Association Building (in particular, the Hirer may not remove or hang any pictures, lighting etc.) or to furnish the event space for hire with depictions not belonging to it without the explicit written consent of the Association.
- 5.4 The Hirer, their people, servants, subcontractors and any other persons in the event space for hire with the permission of the Hirer, are prohibited from bringing any pyrotechnic products, volatile substances, flammable gases, petrol, diesel or any other flammable liquids to the Association Building, in particular Class I and II substances as defined in the Austrian regulations dated 7 February 1930 on the basic principles for storing flammable liquids on business premises, Federal Law Gazette [BGBl] No. 49/1930.

VI. **Hirer's rights of use**

- 6.1 Without exception, the Association hires out its function rooms for presentations, courses, lectures, discussions and exhibitions that serve scientific, teaching, training and educational purposes exclusively.
- 6.2 The hired out function rooms are exclusively provided on the basis the specific agreements in the venue hire contract. At the same time, the function rooms may only be used for the specified purposes and at the specified times (i.e. only on the agreed days for the agreed periods of time). Any change to the intended use requires the express prior written consent of the Association.
- 6.3 The Hirer must use the function rooms hired for the purpose specified and treat them with care and consideration.
- 6.4 Without prejudice to the individual rights of persons in the Association Building, the Hirer is permitted to take photographs inside the Association Building as long as the Hirer informs the Association that they intend to do so before the venue hire contract commences. The Hirer is prohibited from making video recordings. Provided the Association provides the Hirer with the details of photographers, such photographers are not agents of the Association and their services are not included in the list of reciprocal services in the venue hire contract. Any such type of commissioning will not in any way constitute a legal relationship with the Association.
- 6.5 The Hirer acknowledges that the Association Building has special historical significance. The Association Building has protected status as a listed historical monument. For the most part, the furnishings of the event space for hire are highly valuable antiques. Any alterations to the function rooms hired out by the Association or the inventory within them or the hanging of decorations, advertising materials and so on on the structure itself require the express prior written consent of the Association.
- 6.6 For the reasons stated above and for reasons relating to the health and safety of persons on the premises of the Association Building, smoking is not permitted in any part of the building. It is also prohibited to light fires and to bring food into the building; in particular, it is prohibited to consume food and beverages in the Ceremonial Hall. Point VII of the House Rules makes specific reference to this.
- 6.7 The Hirer agrees to make all these rules binding on their assistants and all other persons who enter the event space for hire or the Association Building with their permission.
- 6.8 The Hirer acknowledges that the property is the headquarters of the Association and, as such, that the Association offers its members various services within the Association Building, and

that other function rooms in the Association Building can be hired out to third parties for events (including events that are held simultaneously with the Hirer's event). The Hirer agrees not to assert any claims against the Association with regard to the standard emissions and noise levels in the event space for hire arising from this and to show consideration for the interests of the Association, its members and other Hirers of function rooms.

- 6.9 The Hirer will not wholly or partially sublet, transfer or otherwise assign the event space to any other natural or legal person either against payment or free of charge, even temporarily.
- 6.10 The Hirer undertakes to comply with the relevant provisions of the Vienna Youth Protection Act [Wiener Jugendschutzgesetz] and the Vienna Events Act [Wiener Veranstaltungsgesetz].
- 6.11 The Hirer must obtain any official notifications, authorisations and approvals required to use the event space at their own expense and risk.

VII. **House Rules**

- 7.1 The House Rules for the use of function rooms in the Association Building (Billrothhaus) are as follows:
 - a) All visitors to the function rooms must comply with the House Rules.
 - b) Children under the age of 10 must be accompanied and supervised by an adult.
 - c) The opening times can be found on the information board or website. For structural and organisational reasons, individual rooms may not be accessible.
 - d) Without exception, the borrowing or removal of books or other valuables is strictly prohibited. All fixtures must be handled with care. Smoking is not allowed inside the building.
 - e) No animals of any kind (except guide dogs) are allowed in the function rooms.
 - f) Clothing, umbrellas, waterproof clothing, backpacks and large bags may only be left in the Wardrobe. The building management accepts no liability for stored items.
 - g) Bicycles and scooters are not permitted inside the building. In exceptional cases, bicycles or other means of transport may be left in the courtyard. Here too, the building management accepts no liability.
 - h) The event organiser and visitors are responsible for ensuring that care is taken to avoid any kind of damage to any parts of the building including, in particular, damage caused by fire, theft or vandalism. The event organiser will be liable for any damages caused during an event that can be proven to have been caused by the event organiser or a participant at the event.
 - i) The premises, items on display, corridors, stairways and courtyards are not to be soiled.
 - j) It is strictly prohibited to leave or dispose of waste on the premises. Event organisers will be charged a fee if they fail to observe this rule.
 - k) Photography and filming require the express written consent of the building management.

- l) Instructions issued by supervisory staff responsible for ensuring compliance with the House Rules must definitely be complied with. Visitors who repeatedly violate the House Rules will be barred from the Billrothhaus.
 - m) The building management is responsible for deciding if function rooms may be used for other purposes in particular private parties, company presentations and so on, and such events require their approval.
 - n) Items found in the building may be collected from the building management. Items of clothing will be stored. Lost property will be handled in accordance with statutory provisions.
 - o) In the event that an audible alarm is sounded, the instructions of the supervisory staff must be followed.
 - p) The House Rules will be applicable from 1 February 2016 and can be found in the administrative office and in the entrance area.
- 7.2 The Hirer agrees to comply with the House Rules. All visitors (including contractors) who enter the event space for hire or Association Building at the invitation, or with the consent, of the Hirer must comply with the House Rules. By entering the Billrothhaus, visitors acknowledge the House Rules and all rules pertaining to safety. The House Rules apply throughout the entirety of the Association Building.
- 7.3 Storage of any items in the entrance area or in any other areas not belonging to the event space for hire, even temporarily, is prohibited. It is prohibited to park vehicles of any kind in the driveway or courtyard.
- 7.4 The Hirer agrees to make all these requirements and restrictions binding on their assistants and on all other persons who enter the event space for hire or the Association Building with their permission.

VIII.

Fire Prevention and Other Provisions of Public Law

- 8.1 The Hirer undertakes to ensure that they and their assistants and any other persons entering the Association Building with their permission keep the fire escape routes clear at all times.
- 8.2 By using the event space, the Hirer undertakes to comply with all relevant provisions of public law, particularly all fire safety regulations. Insofar as the Association is responsible to the authorities for adhering to such regulations, the Hirer will, when requested to do so by the Association or its assistants, immediately take any measures required to comply with such regulations and will indemnify the Association in such an event.
- 8.3 The Hirer will indemnify the Association and hold the Association harmless from any damages incurred by the Association from the breach of these obligations (including the costs of any fire brigade, rescue, emergency medical and police operations).

IX.

Hire Fee/Costs

- 9.1 The hire fee or cost of Association services is subject to the agreement made between the Association and the Hirer in the written venue hire contract. The hire fee or cost of each individual venue hire contract is agreed on a case-by-case basis, depending on the specific

package of services selected, and past venue hire fees are not an indication of future venue hire fees.

- 9.2 The Association is exempt from paying VAT. There is no VAT included in the payment.
- 9.3 The venue hire fee, or deposit, must be paid into the specified account of the Association by the date agreed in the venue hire contract. In the event of late payment, the Association is entitled to charge a reminder fee of €30 for each reminder, plus interest at a rate of 12% p.a.
- 9.4 The Hirer is not entitled to offset any counter claims, of whatever nature, with hire fees/costs or to withhold hire fees or costs in whole or in part on such grounds.
- 9.5 In addition to the agreed hire fee or costs, the Hirer agrees to take out insurance coverage with an authorised insurance provider for a minimum of EUR 1,000,000.00 per claim to insure the Association's function rooms and the inventory in them for at least the period of the venue hire contract.
- 9.6 Moreover, the Association has taken out the customary and legally required insurance for the Association Building (buildings, liability and accident insurance). The Hirer itself bears the risk of their event and, therefore, undertakes to take out appropriate liability insurance with cover that is sufficiently high, depending on the type of event in question. The Hirer must provide the Association with proof of appropriate insurance cover on request.

X.

Returning the Event Space

- 10.1 The Hirer received the event space in good condition. The Hirer undertakes to maintain the event space for hire in the same condition in which they received it, to treat it with care and to return it at the end of the venue hire contract, free of any chattels brought in to the room or the Association Building by the Hirer, their employees, assistants, subcontractors or any other person who was there with the permission of the Hirer or due to their invitation.
- 10.2 The engagement to evacuate also refers, in particular, to waste of any kind. In the event that the Hirer fails to comply with this obligation, in full or in part, the Hirer will have to compensate the Association for any resulting damage with a contractual penalty – not subject to reduction by court order – of 5% of the agreed hire, but at least €150, payment which will be due by the end of the venue hire contract. The Association reserves the right to claim further compensation.

XI.

Liability of the Hirer

- 11.1 The Hirer acknowledges that the event space for hire and the Association Building itself have special historic significance. The Association Building has protected status as a listed historical monument. For the most part, the furnishings of the event space for hire are highly valuable antiques. The remedying of any damages must therefore be carried out by appropriate professionals.
- 11.2 Irrespective of fault, the Hirer is liable for any damages, consequential damages and extraordinary wear and tear caused to the event space for hire, Association Building, and/or their contents and furnishings by the Hirer itself, their employees and assistants, subcontractors brought in by the Hirer and any other persons who enter the event space for

hire (or Association Building) with the Hirer's consent or at their invitation – regardless of whatsoever disadvantage incurred.

- 11.3 If the Hirer makes no complaints before the start of the event, the hired rooms and their furnishings are considered to have been received in good condition.
- 11.4 The Hirer is liable for any accidents occurring in connection with the event, for any fault of their own or third-party fault and for any random accidents that would not have occurred if the event had not taken place.
- 11.5 The Hirer undertakes to indemnify the Association and hold the Association harmless from any damage to, or caused by, items brought into the building, in particular also with regard to any items left in the Wardrobe.

XII.

Liability of the Association

- 12.1 In accordance with statutory provisions, the Association is liable for any damages resulting from injury to life, limb or health, for which it is at fault.
- 12.2 In the event of other damages, the Association is only liable if the damages arise from an intentional or grossly negligent breach of duty on the part of the Association, its legal representatives or executive staff.
- 12.3 The above limitation of liability shall apply for all claims for damages, irrespective of their legal basis. Furthermore, it shall also apply in the event of any claims for damages by a Hirer against employees or agents of the Association.
- 12.4 The Association shall not be liable to the Hirer, their agents or employees or the participants at their events for any damage to items brought to the event or for lost property. This also applies in the event of a theft. The Hirer shall take out its own insurance for this purpose.
- 12.5 All risks will be borne by the Hirer. The Hirer shall indemnify the Association and hold the Association harmless from any third-party claims.

XIII.

Termination of the venue hire contract/Cancellation of the contract

- 13.1 Hire of the venue will begin and end at the times stated in the venue hire contract, without the need for separate notice of termination.
- 13.2 Bookings of the Association's premises are binding. However, the Hirer is granted the right to withdraw from the agreed venue hire contract up to two months before the start date of the venue hire at the latest by unilateral written notice, which should be addressed to the Association at its headquarters at 1090 Vienna, Frankgasse 8.
- 13.3 Even after this point, the Hirer is free to notify the Association in the aforementioned manner that they will not make use of the services listed in the venue hire contract (notice of cancellation). In such an event, the Hirer is obliged to pay the Association the following contractual penalty (flat-rate compensation) not subject to reduction by court order, due at the time of giving notice:
 - Cancellation within two months of the start of the venue hire period: 25% of the agreed hire fee/costs;

- Cancellation within one month of the start of the venue hire period: 60% of the agreed hire fee/costs;
 - Cancellation within one week of the start of the venue hire period: 100% of the agreed hire fee/costs.
- 13.4 The amount of notice given will be calculated from the date on which the notice of withdrawal or cancellation is received by the Association.
- 13.5 The Association is entitled to terminate the venue hire contract early for reasons in accordance with § 1118 Austrian Civil Code (ABGB). Furthermore, the Association is entitled to withdraw from the contract for good cause, particularly in the following cases:
- The Association hires out its function rooms based on fraudulent information concerning important facts, e.g. information about the organiser or purpose of the event;
 - The Association has reasonable grounds to believe that the planned event might jeopardise the public reputation of the Association;
 - The event space is sublet or re-let without permission;
 - Insolvency proceedings are initiated against the Hirer, or the initiation of such proceedings is rejected (in particular, if due to lack of assets);
 - Force majeure forces the Association to close the function rooms, or parts of them, either temporarily or for a longer period of time.
- 13.6 In the event of the aforementioned circumstances arising, withdrawal or cancellation by the Association shall not entitle the Hirer to compensation.

XIV. **Costs and Fees**

- 14.1 The Hirer alone shall bear the costs associated with creating and invoicing the venue hire contract (including the document fee [Bogengebühr]). The Hirer also undertakes to fully indemnify and hold the Association harmless against joint liability for fees.

XV. **Final Provisions**

- 15.1 The contractual parties waive the right to appeal any errors. Laesio enormis cannot be invoked.
- 15.2 Should one or more of the provisions of the venue hire contract or these TCs be invalid, because it is in conflict with mandatory law, the validity of the remaining provisions shall not be affected. The parties agree to replace the invalid provision with a valid one which comes as close as possible to fulfilling the purpose of the invalid provision.
- 15.3 The law of the Republic of Austria applies, without the application of renvoi or referring a case to the law of a third country.
- 15.4 The place of jurisdiction for hearing disputes arising from the venue hire contract is agreed to be exclusively the appropriate court of law in Vienna.