



### **GENERAL TERMS AND CONDITIONS**

### 1. Contracting Parties

The University of Innsbruck, hereinafter referred to as UZO (**U**niversitäts**z**entrum **O**bergurgl or Obergurgl University Center), and the Guest and/or the Event Organizer, hereinafter referred to as the Guest/Organizer, are the contracting parties. The following General Terms and Conditions are part of the contractual agreement between UZO and the Guest/Organizer.

#### 2. Definitions

A *Guest* is defined as a an individual staying at UZO, as well as any person arriving with this individual, whereby the *Guest* (capitalized) shall be party to this contract.

The term *Group* is defined as a group of eight or more Guests.

The Organizer enters a contract with UZO for a Group event and, if required, for Group accommodation.

The terms *Consumer* and *Entrepreneur* are used as defined in the Austrian Consumer Protection Act (Konsumentenschutzgesetz BGBl. Nr. 140/1979 idgF).

#### 3. Rates

All rates and prices on the respective price list or event contract will be quoted in euros. Local tax and infrastructure charges are listed and charged separately. All price changes arising from changes in legislation will be borne by the Guest/Organizer.

The price quoted in the event contract will only be applicable if the event contract is signed and returned to UZO within the timeframe stated in the event contract.

# 4. Arrival and Departure Times

Check-in time at UZO starts at 3:00 pm, and check-out time ends at 10:00 am. In case of early arrival or late departure, the Guest/Organizer's luggage may be stored at UZO. If the Guest/Organizer does not vacate the accommodation by 10:00 am, UZO reserves the right to apply an extra day-room surcharge.

# 5. Pets

Pets are generally not permitted at UZO. Dogs are allowed under the following conditions:

Certified guide dogs may be brought to UZO at any time. Other dogs may be brought only upon prior registration. UZO reserves the right to refuse pet registration at any time and without cause. A maximum of two dogs will be allowed. Certain breeds of dogs such as attack dogs are not permitted.

Dogs are never allowed in the restaurant, bar, sauna and gym. In all other public areas of UZO dogs must always be on a leash. Dog owners must strictly adhere to staff instructions.

Dog owners are responsible for observing all legal and governmental regulations and must carry valid third party liability insurance for their dogs. UZO may require written proof of such insurance.

A cleaning fee per dog and night will apply. UZO will not provide dog food and cannot store or cool dog food for dog owners.

Dog feces must be immediately removed by the Guest.

## 6. Reservation Deadlines

UZO requires a complete list of participants to be submitted at least two weeks prior to the beginning of an event. This list may be provided as a list of names presented by the Organizer or as individual bookings made directly by each participant. Bookings received after the agreed deadline will only be considered in case of vacancies.

# 7. Cancellations

7.1 Upon conclusion of the contract UZO will reserve the agreed number of rooms and conference rooms for the Guest/Organizer. UZO is entitled to at any time cancel the contract under full reserve to the agreed rate and just cause; in particular

- a) if the event jeopardizes daily business operations
- b) if UZO's reputation or safety are at risk
- c) if the Organizer provides false information, in particular about the type and execution of the event
- d) if the Guest/Organizer fails to make the agreed down payment on time or to provide appropriate proof thereof
- e) in the event of an Act of God (see Section 22)

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The Guest/Organizer shall have no recourse against UZO in the event of an Act of God and agrees not to assert any claims for damages accordingly.

7.2 The following fees shall apply in case of cancellations:

#### a) Individuals:

up to 2 months before arrival:
up to 1 month before arrival:
up to 1 week before arrival:
within 7 days before arrival:
no cancellation fee
50% of the total price
75% of the total price
90 % of the total price

# b) Groups:

Group cancellation fees shall apply to the entire booking.

- up to 9 months before arrival: no cancellation fee

9-6 months before arrival:
6-3 months before arrival:
3-1 months before arrival:
80% of the total price
80% of the total price

- within 1 month before arrival: 100% of the total price

However, the number of reserved rooms may be reduced by a certain percentage at no charge depending on the time of cancellation (see Section 8. Partial Room Cancellations).

If a confirmed booking is cancelled by the Organizer, any associated costs arising from the preparation for the event, in particular costs for renting technical equipment, booking fees from music bands, etc., will be fully borne by the Organizer.

# 8. Partial Room Cancellations

The following provisions shall apply to groups only.

- Up to 3 months before arrival 20% of the booked rooms may be cancelled free of charge.
- 3-1 months before arrival another 10% of the remaining rooms may be cancelled free of charge.
- Up to 14 days before arrival 5% of the remaining rooms may be cancelled free of charge.
- Beginning 14 days prior to arrival, charges will apply for reducing the number of rooms. UZO will charge the full applicable rate for no-shows as well as for cancellations outside of the timeframes noted above, unless these booked rooms can be re-rented to other guests.

In case of early departure UZO will be entitled to charge the full, agreed amount. UZO will reduce these charges by the amount of "saved costs". Such saved costs may arise from certain services not used by the Guest/Organizer due to the cancellation or because of revenues from re-rented cancelled rooms. This "saved costs returned" policy shall apply only if UZO is fully booked and if the rooms cancelled by the Guest/Organizer can be re-rented to other guests. The Guest/Organizer will bear the burden of proof for any such cost savings.

# 9. Number of Participants

The Organizer will state a minimum number of participants in the event contract. The Organizer will inform UZO of the final number of event participants at least 14 days prior to the event to ensure that the event can be managed properly.

The final billing will not take into consideration a lower number of participants if it is below the stated minimum. If the actual number of participants is above the stated minimum, the billing will be based on the actual number. If the stated number of participants is exceeded by more than 5%, UZO may not be able to provide specific meals as booked.

If UZO does not receive an updated number of participants at least 14 days prior to the event, the number of participants will be assumed to be as listed in the event contract or as reduced according to Section 8 of these Terms and Conditions.

### 10. Off-Premise Rooms

In the event UZO is asked to book off-premise rooms for the Organizer, rates may deviate from room rates offered at UZO. In particular, no employee discounts for University of Innsbruck staff or students can be granted. Cancellation fees will be congruent with the respective facility's cancellation policies.

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### 11. Rebooking

In case UZO – for any reason – no longer has availability of the booked amount and type of rooms and event rooms, UZO reserves the right to transfer the group or event to a different facility in the same category and area. In such case UZO prices and cancellation policies shall apply.

Furthermore, UZO reserves the right to move events to equivalent event rooms within UZO that provide adequate capacity for the respective group size.

## 12. Down Payment

Down payments must be transferred to the account of UZO. The amount, due date and the bank account details are defined in the event contract or the booking confirmation. If the down payment is not made accordingly, UZO shall not be bound by the contract.

# 13. Food and Beverages

Any food or beverages brought in may only be consumed at UZO with prior consent by UZO management. A special fee for bringing food or beverages will be agreed upon in advance with UZO management.

If UZO staff is required to work after 12:00 am midnight during events, an hourly rate will be charged per UZO staff, which must be agreed upon in advance with UZO management.

### 14. Holding Events

If the Organizer intends to bring equipment into the provided rooms to use as media, exhibit, present, offer or demonstrate, the Organizer shall be required to obtain a separate written agreement by UZO.

The seating capacity may only be increased upon approval by UZO management. The Organizer shall only – completely or partially – sublease the booked facilities to third parties, whether free or at a charge, upon explicit approval by UZO management.

Events must be held with the greatest possible respect and consideration for daily operations and UZO guests along with great care for the entire facility. No affixed devices may be mounted on to the walls without explicit approval of UZO management. If the Organizer intends to install decorative materials or any other equipment, UZO must be informed and contacted for pre-approval. Any such installation must be completed by qualified staff and in compliance with all fire safety regulations. All costs arising from setting up or removing equipment for the event will be borne by the Organizer.

In case external companies are needed to perform technical works for the event, UZO will charge the Organizer for any occurring costs. If the Organizer intends to directly assign an external company, the Organizer requires prior written consent by UZO management for the respective works.

If the Organizer elects to have musical performances during the event, UZO must be informed well in advance with all such details. The Organizer shall register the musical performance in good time and as required with the Austrian AKM music copyright association and for amusement tax.

The Organizer will bear all costs and fees arising from this registration and will hold UZO harmless and indemnify UZO for any damages arising from late registration for or late payment of AKM fees and amusement tax. UZO may request proof of AKM registration.

The Organizer will be liable for any impairment, damage and abnormal wear and tear resulting from the use of UZO facilities or from setting up or removing display materials and exhibition equipment, whether damages are caused directly by the Organizer, by the Organizer's team, its agents or any event participants and irrespective of whether or not the Organizer is at fault.

## 15. Vacating Event Rooms

The Organizer must clear the rooms used for the event no later than midnight of the final day of the event. If the Organizer does not adhere to this deadline, UZO will be entitled to remove all equipment brought into the room at the Organizer's cost and risk and may store them in a third party facility. UZO will be entitled to charge 100% of the rental costs for any additional day exceeding the agreed upon number of days, as well as any associated expenses.

# 16. Use of UZO Name or Logo

The UZO name and/or logo may only be used for media, print materials, etc. with prior written consent by UZO management.

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### 17. Liability

The Guest/Organizer will be liable for damages caused to UZO by the Guest or by staff, guests or agents of the Organizer. UZO must be fully indemnified for these damages. The Organizer will fully reimburse UZO for any loss of rent as well as any recourse claims by other organizers whose UZO rooms will not be available as agreed due to such damages. UZO may require the Organizer to purchase adequate insurance.

UZO shall be liable for the Guest/Organizer's belongings brought to UZO in accordance with §§ 970 ff ABGB (Austrian Civil Code). This also applies to the belongings of the Organizer's staff, agents, representatives, clients and business partners. However, UZO will only be liable for belongings if they are handed over to UZO or persons authorized by UZO or if they are stored in a designated place. Unless UZO provides other evidence, UZO shall be liable for faults of its own as well as for faults on the part of UZO staff and visitors. UZO shall only be liable up to the amount insured under UZO's third-party liability insurance. Any fault on the part of the Guest/Organizer shall be taken into account.

If the Guest/Organizer fails to immediately comply with UZO's request of storing their belongings in a designated place, UZO shall be released from any liability.

UZO will be liable for valuables, money and securities only up to an amount of currently EUR 550.00 (five hundred and fifty). UZO shall only be liable for damages exceeding EUR 550.00 if UZO has accepted such items for deposition knowing their quality or if the damage has been caused by UZO or its agents. The below provisions on the limitation of liability shall apply accordingly.

UZO may refuse to store valuables, money and securities if the items are significantly more valuable than what guests usually hand over to UZO for storage.

Liability for stored items shall be excluded if the Guest/Organizer fails to immediately notify UZO of the occurred damage. Furthermore, such claims shall be asserted in court no later than three years from their knowledge or possible knowledge to the Guest/Organizer; otherwise, such claim shall become null and void.

# 18. Limitation of Liability

If the Guest/Organizer is a Consumer, UZO may not be held liable for slight negligence, except for bodily injury. If the Organizer is an Entrepreneur, UZO may not be held liable for slight or gross negligence. In such event, the burden of proof to show the fault shall lie with the Organizer. No consequential or indirect damage and no loss of profit shall be reimbursed.

# 19. Invoice Payment

All invoices will be due upon receipt. Payment must be made in cash or by debit or credit card at the reception. Organizers may also wire transfer the money to the account of UZO stated in the event contract. Late charges of 8% per annum will apply to invoice amounts remaining unpaid for more than 30 days. Any debt collection expenses will be paid by the Organizer.

### 20. Changes

Changes in the event program or in the number of participants may affect the agreed price. Once the event contract and/or the booking confirmation have been agreed and signed, UZO as well as the Guest/Organizer must confirm all changes in writing.

The Guest/Organizer will not be entitled to make any text changes, amendments or deletions in the event contract and/or the booking confirmation. Any such changes, amendments or deletions will be without effect. All booking alterations must be agreed between UZO and the Guest/Organizer in writing.

### 21. House Rules

The Guest/Organizer fully agrees to adhere to the house rules at UZO.

### 22. Act of God

In the event of an Act of God, both parties to the contract, the Guest/Organizer and UZO, will be released from their contractual obligations. The following are considered an Act of God: wars, occupation, riots, strikes, total collapse of infrastructure and complete cessation of air traffic (unless caused by bad weather conditions or labor strikes). All of the above shall be considered an Act of God only if UZO and its operations are directly affected.

## 23. Choice of Law and Venue

In case of consumer business, Innsbruck shall be the place of jurisdiction if Innsbruck is the Consumer's domicile, main residence or place of employment. These Terms and Conditions shall be governed by and construed in accordance with the procedural and substantive laws of the Republic of Austria without regard to UN sales law or any conflict of law provisions (in particular the Austrian International Private Law Act IPRG and the Convention on the law applicable to contractual obligations 80/934/ECC).

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