

## 1. Scope

- These General Terms and Conditions of Business for Events apply to contracts for renting conference, banquet and event rooms of the hotels in accordance with Point 14 (hereinafter "Hotel") for staging events such as banquets, seminars, conferences, catering (production of food and beverages, provision of personnel as well as the rental of event equipment at the catering location), exhibitions and presentations etc. as well as all other services and deliveries of the Hotel rendered to customers in this context. Insofar as use is to be made of the hotel's direct services (e.g., accommodation) or SPA or wellness services are to be used in conjunction with the event, the General Terms and Conditions of Business for the hotel accommodation contract shall, insofar, apply.
- Subletting or re-letting the rooms, areas or showcases made available, as well as invitations to job interviews, sales, or similar events, shall be subject to prior, written, consent by the hotel.
- Entering into the above contracts shall be exclusively subject to these General Terms and Conditions of Business for Events. The customer's terms and conditions shall not become part of the contract, even if the hotel does not expressly object to them. Any provisions varying from these General Terms and Conditions of Business for Events shall only become part of the contract if the hotel expressly confirms this in text form. The rendering of services or delivery of goods in the knowledge of varying regulations shall not constitute such express confirmation. Individual agreements entered into with the customer in individual cases shall, at all times, have priority over our General Terms and Conditions of Business for Events.

## 2. Entering into contracts, liability, statute of limitations, personal data

- The contract shall be brought about by way of the hotel's acceptance of the customer's application.
- If the customer is not the organiser, or if a commercial intermediary or organiser is engaged by the organiser, the organiser shall be jointly and severally liable with the customer for all obligations resulting from the contract provided the hotel has received a corresponding statement from the organiser.
- The hotel shall be liable without contractual limitation in accordance with the statutory provisions.
  - a) For intent.
  - b) For damage, insofar as such damage is based on the absence of a quality for which the hotel has provided a guarantee or the fact that the hotel has fraudulently concealed a defect in the services.
  - c) For damage resulting from the loss of life, physical injury or detrimental effects on health caused by an intentional or negligent breach of duty on the part of the hotel or otherwise caused by intentional or negligent conduct on the part of a legal representative or vicarious agent of the hotel.
  - d) For damage, other than those cases listed under the previous sub-point, which is based on an intentional or grossly negligent breach of duty on the part of the hotel or is otherwise based on intentional or grossly negligent conduct by a legal representative or vicarious agent of the hotel.
  - e) In accordance with the German Product Liability Act, the General Data Protection Regulation and the German Federal Data Protection Act.

- In cases other than those listed in Section 2, No. 3, of this sub-section, the hotel's liability shall be limited to compensation for the foreseeable damage that is typical for the contract, insofar as the damage is based on a negligent breach of material obligations on the part of the hotel or by a legal representative or vicarious agent of the hotel. Key obligations are deemed the obligations the honouring of which is essential for the proper execution of the contract and the observance of which the customer regularly relies on and may rely on.
- In cases other than those listed in Section 2, Nos. 3 and 4, the hotel's liability for negligence is excluded.
- No-fault liability on the part of the hotel regarding defects that already applied at the time of entering into the contract, is similarly excluded.
- This does not affect the objection to contributory negligence.
- The above provisions apply to all contractual and non-contractual claims for compensation for damage against the hotel, irrespective of their legal basis, and accordingly to liability for reimbursement of expenses incurred in vain.
- The above provisions also apply in favour of the hotel's executive bodies, representatives, and vicarious agents. The hotel garage/parking lot are not monitored.
- Any items left behind by the customer shall only be forwarded at the customer's request, risk and expense. The hotel shall keep the items for three months, after which they shall be handed over to the local lost property office if there is an identifiable value. If the lost property office is not prepared to take over the items, they will be kept for a further nine months and then either disposed of or destroyed.
- The hotel attaches importance to the protection of personal data. Data protection details, including a more detailed explanation of the rights to which the customer is entitled in this respect, can be viewed at any time via the following link under the term data protection notice: <https://thepassenger.at/en/datenschutz>

### 3. Services, prices, payment, setting off

- The hotel undertakes to render the services ordered by the customer and promised by the hotel. Unless otherwise agreed or unless this conflicts with the nature of the contractually agreed service, the hotel shall be entitled to use subcontractors to execute an order.
- The customer undertakes to pay the agreed or the hotel's valid prices for these and other services used. This also applies to the hotel's services and expenses in dealings with third parties arranged by the customer, inter alia in accordance with No. 4 of this sub-section below, in particular also claims of copyright exploitation companies. The agreed prices include the respective statutory value added tax.
- In the event of changes in tax, fee or charge rates or the effective imposition of new taxes, fees or charges previously unknown to the parties, the hotel shall be entitled to adjust the remuneration as per agreement at its reasonable discretion to no more than the extent of the change or new imposition of the taxes, fees or charges in accordance with the following provisions:
  - f) The hotel shall notify the customer of any such price adjustment in text form (notice of change). The price adjustment shall have binding force for the customer if there is a period of at least three months between receipt of the notice of change by the customer

and the date specified by the hotel in the notice of change for the price adjustment to take effect, and the customer has not objected to the hotel in text form within six weeks of receipt of the notice of change, although the hotel has specifically stated the legal consequence of failure to object in the notice of change. The remuneration shall not be changed in the event of an objection in due form and time.

- g) This does not affect the right to terminate.
- Costs and fees for honouring the contract for customs declarations and clearance, import papers, transports, veterinary certificates, pro forma invoices, phytosanitary certificates as well as the personnel cost of hotel accommodation and expenses as well as the transfer on site shall be borne by the customer. In addition, all other services ordered separately from the hotel are to be paid for separately and all costs are to be borne by the customer.
  - Hotel invoices for services rendered without a due date fall due and are payable immediately. The hotel may, at any time, determine a contrary, later, due date in favour of the customer.
  - The hotel is entitled to demand a reasonable advance payment or security deposit from the customer upon entering the contract. The amount of the payment shall be based on the contract entered and/or the cost calculation for the catering as well as any other additional services ordered in accordance with sub-section 3, No. 4, above. The following payment terms shall apply unless other payment dates have been agreed in the contract:
    - h) 10% down payment of the total event costs payable up to 30 days before the start of the event
    - i) 20% down payment of the total event costs payable up to 10 days before the start of the event

If the agreed down payment is not received by the stated payment period, the hotel shall be entitled to exercise an terminate the contract without delay and without notice.

- In justified cases, e.g. payment arrears on the part of the customer or extension of the scope of the contract, the hotel shall be entitled, including after entering into the contract and up to the start of the event, to demand advance payment or provision of security within the meaning of the above no. 6 or an increase in the advance payment or provision of security agreed in the contract up to the full agreed remuneration.
- Invoices for events and group bookings may be paid via bank transfer or direct debit.
- The principal shall only be granted the right to set off if its counterclaims are res judicata, undisputed or have been acknowledged in text form by the contractor. A right of retention on the part of the principal is excluded unless the principal's counterclaim arises from the same contractual relationship and is undisputed, acknowledged in writing or has become res judicata.

#### **4. Withdrawal on the part of the customer (countermand, cancellation)**

- Insofar as the hotel and the customer have agreed in writing on a date or a period of time up to which the customer may withdraw from the contract free of charge, cancel the order or cancel the reservation (hereinafter "Withdrawal"), the customer may withdraw from the contract up to that date without triggering any claims for payment or damages on the part of the hotel. If the customer does not withdraw from the contract in good time, the agreed price in accordance with the contract is to be paid, including if the customer does not make use of the contractual services. This shall not apply in cases in which the customer cannot reasonably be expected to adhere to the

contract. The customer's right of withdrawal shall expire if he/she has not exercised their right of withdrawal in dealings with the hotel by the agreed date or within the agreed period. Any withdrawal agreed with the hotel free of charge shall not apply to other separately commissioned services in accordance with sub-section 3, No. 4. For the avoidance of doubt, it is hereby stated that the customer shall pay for these other services ordered separately and shall indemnify and hold the hotel harmless in this respect.

- If the customer only withdraws between
  - a) the 90th and 61st day prior to the date of the event, the hotel shall be entitled to invoice 10% of the loss of food sales in addition to the agreed rental price.
  - b) the 60th and 31st day prior to the date of the event, the hotel shall be entitled to invoice 30% of the loss of food sales in addition to the agreed rental price.
  - c) the 30th and 14th day prior to the date of the event, the hotel shall be entitled to invoice 70% of the loss of food sales in addition to the agreed rental price.
  - d) the 14th day prior to the date of the event and the day of the event, the hotel shall be entitled to invoice 90% of the loss of food sales in addition to the agreed rental price.
- 1. Calculation of the food turnover is based on the formula: agreed menu price x number of participants. If no price has been agreed for the menu, the cheapest 3-course menu of the respective valid event offer shall be taken as a basis. The contractual cost calculation shall be authoritative for the catering area.
- 2. If a conference flat rate/flat rate for each participant has been agreed, the hotel shall be entitled, in the event of withdrawal.
  - a) between the 90th and 61st day prior to the date of the event, to invoice 10%,
  - b) between the 60th and 31st day prior to the date of the event, to invoice 30%,
  - c) between the 30th and 14<sup>th</sup> day prior to the date of the event, to invoice 70%,
  - d) in the case of any later withdrawal 90% of the meeting flat rate/flat rate x agreed number of participants. The contractual cost calculation shall be authoritative for the catering area.
- The deduction of saved expenses is taken into account by numbers 2 to 4 above. The customer is entitled to furnish proof that the hotel has incurred no costs or considerably lower costs.
- The aforementioned numbers of this sub-section shall not apply in the event of termination by the customer for good cause.

### 5. Withdrawal on the part of the hotel

- If agreement has been reached in writing that the customer may withdraw from the contract free of charge within a certain period of time, the hotel shall be entitled, for its part, to withdraw from the contract free of charge during this period if there are enquiries from other customers about the contractually booked event rooms/catering location, and the customer does not waive his/her right of withdrawal following a query by the hotel.
- Similarly, the hotel shall be entitled to withdraw from the contract if an agreed advance payment or security deposit, or advance payment or security deposit requested in accordance with sub-section 3, no. 6 and/or 7, is not made including following expiry of a reasonable additional period set by the hotel.

- Furthermore, the hotel shall be entitled to withdraw from the contract without notice for an objectively justified reason for example if
  - a) Force majeure or other circumstances for which the hotel is not responsible make it impossible to honour the contract.
  - b) Events are booked by way of misleading or false statements of material facts, e.g., the person stated as the customer or the purpose of an event.
  - c) The hotel has reasonable grounds to assume that the event may jeopardise the smooth operation of the business, the security or the reputation of the hotel in public without this being attributable to the hotel's sphere of control or organisation.
  - d) A violation of sub-section 1, no. 2, applies.

### **6. Catering: delivery, transport, passing of risk in the case of buffet and non-food deliveries**

- Deliveries shall apply in accordance with the respective agreement that is separately entered into. The agreed delivery and service dates have binding force unless the hotel is prevented from honouring its obligations due to the occurrence of unforeseeable, extraordinary circumstances that it was unable to avert despite exercising reasonable care in the circumstances of the case, or as a result of force majeure. In such a case, and if the delivery or service cannot be provided within a reasonably extended period, the hotel shall be released from its delivery and service obligations.
- Deliveries shall be made on the agreed delivery date to the delivery address specified by the customer. At the customer's request and cost, deliveries shall be shipped to another place of destination (sales shipment). In the absence of agreements to the contrary, the hotel shall be entitled to determine the type of shipping (in particular transport company, shipping route and packaging). When the order is placed, the customer shall provide notification of special features affecting the place of delivery, such as construction sites, long distances, stairways and non-functioning lifts etc. so that the hotel can arrange for them in terms of time and organisation. If the hotel lacks such information, or if the circumstances concerning the place of delivery are particularly complex, the hotel reserves the right to invoice the additional expenditure. Any delays that may be caused by difficult conditions at the catering location shall not be the hotel's responsibility.
- Time delays must be expected with every delivery, which the hotel cannot influence, including when taking great care. Any official permits or parking permits that may be required shall be borne or procured by the customer.
- Delays due to force majeure, in particular traffic disruptions, shall not be borne by the hotel. In the event of delays for the aforementioned reasons, the promised dates shall be postponed by the duration of the hindrance. The hotel shall inform the customer without delay upon becoming aware of a delay.
- The following regulations shall apply insofar as the customer places an order for buffet deliveries and the products are not heated, cooled or freshly prepared by the hotel on food trucks or mobile counters:
  - a) In the interest of quality and with regard to the guidelines of the food hygiene regulations, the standing time of a buffet is limited to a maximum of two hours.

- b) The hotel assumes no liability for improper storage of the delivery item from the time of handover by the customer.
- In all other cases, the risk shall pass to the customer at the time of arrival at the customer's place of delivery. Upon delivery, the customer shall inspect the sound condition of the delivery and, on request, acknowledge this in writing.
  - In the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the food and beverages delivered shall pass to the customer as early as the time of delivery of the food and beverages to the forwarding agent, carrier or any other person or institution designated to perform the shipment.
  - If the hotel ships food or beverages or equipment to the contracting party by way of its own vehicles, the risk shall pass to the customer at the time of arrival at the customer's place of delivery.
  - Insofar as acceptance is a prerequisite for the delivery of food produced by the hotel, the time of acceptance shall be authoritative for the passing of risk to the customer. Acceptance shall be deemed to have taken place if the customer fails to accept the work within a reasonable period determined by the hotel, although the customer undertakes to do so.
  - Handover shall be deemed to have taken place if the customer is in default of acceptance. In such cases, the costs incurred as a result of storage shall be borne by the customer from the time of readiness for dispatch. The hotel shall be entitled to otherwise dispose of the delivery item following expiry of a reasonably set period.
  - Crockery, cutlery, glasses, tents, benches, table linen, tables, chairs and tapping equipment etc. shall remain the property of the lender. The hotel shall be entitled to enter the location to which the items have been brought to remove them. If the location is one in respect of which the customer does not have domiciliary rights, the customer shall notify the hotel accordingly and hand over a permit from the authorised person. Upon delivery, the customer shall inspect the items to ensure they are complete and, on request, acknowledge this in writing. Unless caused by hotel employees, the organiser shall bear the risk of shrinkage, breakage and damage from the time of the handover.
  - Equipment received with the delivery shall be treated with care by the customer. Crockery and glasses are to be placed in existing boxes to avoid damage in transit. The organiser shall be fully liable for loss and damage up until collection and acceptance by the hotel.

### **7. Changes to the number of participants and event time**

- The hotel must be notified of any change in the number of participants by more than 5% no later than five working days before the start of the event. Such a change shall be subject to the hotel's written consent.
- A timely reduction in the number of participants by the customer by a maximum of 5% shall be recognised by the hotel in the settlement of accounts. In the event of variations in excess of this, the originally agreed number of participants less 5% shall form the basis of the invoice.
- In the event of a variation involving an increase of participants, charges shall apply the actual number of participants.
- Variations in the number of participants by more than 5% may make it necessary to change the venue and the agreed prices. The parties shall agree on a corresponding contract adjustment.

- If the agreed start or end times of the event are postponed, and the hotel agrees to these variations, the hotel may charge for the additional service at its reasonable discretion unless the hotel is responsible for the postponement.

### **8. Bringing in/taking away of food and beverages**

- As a matter of principle, the customer may not bring food and beverages to events. Exceptions are subject to a written agreement with the hotel. In such cases, a contribution to cover overhead costs shall be charged.
- If the customer takes food produced in the hotel with him/her, the time of acceptance by the customer shall be authoritative for the passing of risk to the customer. The hotel assumes no liability for improper storage of the delivery item from the time of handover by the customer.

### **9. Technical equipment and connections**

- Insofar as the hotel procures technical and other equipment from third parties for the customer at the customer's behest, it shall act in the name of, on the authority of and for the account of, the customer. The customer shall be liable for the careful handling and proper return of such equipment. The customer shall indemnify the hotel against all claims by third parties resulting from the provision of these facilities and from damage caused by the facilities. The customer shall be solely responsible for ensuring that the facilities provided are adequately insured against liability damage and financial loss.
- In the event of catering, the customer undertakes to provide electricity and water connections (supply and discharge lines, including wastewater) up to the electricity distributor or water hydrant at his/her own expense. The hotel is only responsible for the sub-distribution of the electricity and water connections up to the terminal equipment. Consumption costs, i.e. the cost of the electricity and water consumption incurred during the course of the event, shall be borne by the customer.
- Use of the customer's own electrical equipment by way of using the hotel's electricity network shall be subject to the hotel's written consent. Any malfunctions or damage to the hotel's technical equipment resulting from use of such equipment shall be borne by the customer insofar as the hotel is not responsible for such malfunctions or damage. The hotel may charge a flat rate for the electricity costs incurred as a result of such use. Electrical appliances may only be connected to the existing mains network to the extent that the permissible load, about which the customer is to enquire in advance in the event of doubt, is not exceeded.
- Following approval by the hotel, the customer shall be entitled to use his/her own telephone, fax and data transmission equipment. The hotel may charge a connection and usage fee for this.
- A shortfall fee may be charged if suitable facilities of the hotel remain unused due to the connection of the customer's own facilities.
- Faults in technical or other facilities provided by the hotel shall be rectified without delay if possible. Payments may not be withheld or reduced insofar as the hotel is not responsible for such disruptions.
- The hotel shall arrange generally free internet access (e.g. via WLAN) for the customer, if offered. The hotel may offer the option of using faster internet access for a fee. The current price scales according to the price list apply. The availability as well as transmission speed of use depend on



various factors over which the hotel has no influence (e.g. the network load of the internet backbone, the transmission speed of the selected servers of the respective content provider and the number of users in the hotel's WLAN network). Therefore, there is no legal claim against the hotel for uninterrupted use and/or a certain speed of internet access. Use of the WLAN shall apply once the access code has been handed over. In the case of minors, use shall only be activated once a parent or guardian has submitted a written declaration of consent.

- a) The customer undertakes to comply with the applicable laws and common decency when using the internet. The customer undertakes not to disseminate or retrieve any content that violates copyright or other legal provisions or which is immoral, in particular
    - Not to disseminate or retrieve any content that is anti-constitutional, racist, glorifies violence or is pornographic,
    - Not to retrieve, reproduce, distribute or make available any material protected by copyright without being authorised to do so,
    - Not to install or use file-sharing programs without being authorised to do so.The hotel shall be entitled to block access immediately in the case of any breach of the above obligations by the guest or user. The hotel reserves the right to assert a claim for damages. The hotel expressly draws the customer's or user's attention to the fact that unlawfully duplicating, disseminating or making available in public copyrighted works on the internet constitutes a criminal offence. Even retrieval may constitute a criminal offence.
  - b) The customer or user undertakes to keep secret any passwords obtained for the purpose of WLAN access.
  - c) The hotel points out to the customer or user that he/she is responsible for protecting his/her terminal device against harmful programs (viruses etc.) or intrusion attempts (hacking etc.) from the internet, and for backing up his/her data.
- The hotel draws the customer's attention to the fact that registration with Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte (AKM) may be required in the event of musical accompaniment of an event by a band, a disc jockey or the like. The obligation to register is expressly incumbent on the customer and may be delegated by the customer to the band, disc jockey etc. The customer expressly releases the hotel from this registration obligation and from any liability in this context, in particular for any costs incurred. The customer's attention is drawn to the possibility of obtaining information at: <https://www.akm.at/en/>

### 10. Loss of or damage to items brought into the hotel or catering location

- Exhibits or other items, including personal belongings, brought into the event rooms or in the hotel or at the catering location are at the customer's risk.
- Decorative material brought into the hotel is to comply with fire safety requirements. In the event of justified doubts, the hotel shall be entitled to demand official proof. If such proof is not furnished, the hotel shall be entitled to remove such material that has already been brought into the hotel at the customer's cost. Setting up and bringing such items into the hotel is to be coordinated with the hotel in advance due to potential damage.



- Any exhibition or other items brought in must be removed without delay following the end of the event. If the customer fails to do so, the hotel may remove and store them at the customer's expense. If the items remain in the event room, the hotel may charge reasonable compensation for use for the duration of their stay. The customer is at liberty to prove that the above-mentioned claim did not arise or did not arise in the amount claimed.

### 11. Duty of care, on the part of the customer

- Insofar as the customer is an entrepreneur, he/she shall be liable for damage caused by employees and other vicarious agents as liability applies to his/her own fault.
- In the case of catering, the hotel reserves the right to charge reasonable deposit fees for the provision of any equipment for the period of the event for each day. This will be credited to the customer when the equipment is returned in full.
- The permissible floor load when setting up heavy equipment / items may not be exceeded.
- The customer is to be placed under obligation to take out organiser's liability insurance (multi-cover policy or similar insurance) with sufficient cover and, if necessary, including cover extensions in the event of an increase in risk for the event and to furnish proof of this to the hotel on request in good time before the start of the event in a suitable manner, for example by presenting an insurance policy. This shall not apply if taking out insurance is not possible or not reasonable for the customer or if there are other reasons which, after weighing the interests of both parties, preclude taking out insurance. In other respects, sub-section 9, no. 1, sentence 4, applies.

### 12. Corporate identity

- The full name of the hotel is stated in sub-section 14. The customer is to be placed under obligation to observe the correct use of the name when furnishing information about the event or catering location.
- The image, photo and film material as well as the hotel's logo are protected by copyright. Use (e.g. online for a blog) is only permitted following written consent by the hotel.

### 13. Final provisions

- The law of the Federal Republic of Austria, by way of exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and excluding any recourse or further reference, apply to these General Terms and Conditions of Business for Events as well as contracts to which these General Terms and Conditions of Business for Events apply according to sub-section 1 (hereinafter "Contracts according to these General Terms and Conditions of Business for Events").
- At the hotel's discretion, the customer's registered office or the hotel's registered office shall be deemed the place of jurisdiction for all disputes between the hotel and customers who are merchants, legal entities under public law or special funds under public law arising from or in conjunction with these General Terms and Conditions of Business for Events and contracts under these General Terms and Conditions of Business for Events. The hotel's registered office is deemed the exclusive place of jurisdiction for legal action against the hotel. Sentence 1 and sentence 2 of

this Point 2, shall not affect compulsory, statutory, provisions in respect of exclusive places of jurisdiction.

- Amendments to or supplementary information in respect of the General Terms and Conditions of Business for Events as well as contracts under these General Terms and Conditions of Business for Events must be made in writing to be effective. This also applies to amending or rescinding this clause. Individual contractual agreements that vary from these shall have preference.
- If a provision of these General Terms and Conditions of Business for Events as well as contracts under these General Terms and Conditions of Business for Events has not become part of the contract in full or in part, or is or becomes invalid or impracticable, the General Terms and Conditions of Business for Events as well as the contracts under these General Terms and Conditions of Business for Events shall remain valid in all other respects. The invalid or impracticable provision shall be replaced by way of interpretation or, alternatively, reinterpretation or, alternatively, a separate agreement, by a valid and practicable provision that corresponds or comes closest to the essence and purpose of the invalid or impracticable provision, insofar as the content of the General Terms and Conditions of Business for Events as well as the contracts under these General Terms and Conditions of Business for Events is not substantially changed thereby. The same applies in the event of loopholes in the contract.

### 14. Companies

These General Terms and Conditions of Business for Events apply to the following companies:

Passenger Hotel Betriebsgesellschaft mbH  
Alpenstrasse 55/5  
5020 Salzburg  
Österreich  
FN 583770 k  
info@passenger.at