General Terms and Conditions of ÖBB-Personenverkehr AG for the Leasing of Seminar/Conference Rooms

Scope of application
The General Terms and Conditions (GTC) set out below form part of all offers and contracts between ÖBB-Personenverkehr AG
Am Hauptbahnhof 2
1100 Vienna
FN 248742 y, Vienna Commercial Court

as lessor of the seminar/conference facility and the client as seminar/conference room lessee (hereinafter “Lessee”). By concluding the Agreement or accepting the offer, the Lessee hereby acknowledges the terms and conditions below.

Intended use
The rental property, parts thereof, and its fixtures are exclusively leased for business purposes. Exclusive use as a seminar/conference room is defined as intended use. The Lessee is obliged to acquire necessary official licences in order to comply with the stipulated intended use at its own expense.

The Lessee is obliged to provide information on the content of the seminar/conference, by the latest upon contract conclusion, without being requested to do so. Seminars/lectures with illegal or indecent content, and promotional events, are not admissible. Nor is use of the rental property permitted for public events.

Use of facilities
The rental property and its fittings shall be leased in the condition as offered or, in the event of an inspection, as inspected. The rental property and its fittings shall be treated with care and restored to the original condition upon termination of the contractual relationship. Flipcharts, pin boards and projectors shall be provided by the Lessor. Additional technical equipment or tools shall be supplied by the Lessee as required, but shall not cause any adverse effects and/or damage to the rental property, fixtures or fittings. No guarantee or warranty is undertaken by the Lessor for the correct functioning of brought-in technical devices and for compatibility with the supplied equipment. Brought-in items shall be removed immediately after the end of the seminar/conference.

No changes shall be made to the rental property. All entrance doors and escape routes must be kept free at all times.

Access to the seminar/conference facilities is through the ÖBB lounge. Use of the ÖBB lounge is subject to separate terms of use, which shall also be observed. These terms of use are available for inspection from lounge staff or online at oebb.at/meetings. Specific reference is made to the fact that general lounge services (consumption, newspaper service, etc.) do not form part of the Lease Agreement and shall not be utilized by the Lessee. In the event of imminent danger, it shall be possible for the Lessor to access the rental property at any time of day or night.

Catering and hospitality services shall exclusively be ordered in the seminar/conference facilities in the course of room booking. Third parties are not allowed to perform catering or hospitality services on behalf of the Lessee.

The Lessor shall essentially be liable for cleaning costs of the rental property. However, in the event of contamination not caused by a normal level of use, the Lessor hereby reserves the right to invoice the Lessee a one-off cleaning fee based on expenditure.

Following the end of the contractual relationship, lounge staff shall conduct a visual inspection within the course of handover.

The Lessee hereby declares that it will not assert any claims from temporary disruptions to water supply, power supply or defects on power lines, heating or cooling systems against the
Lessor. The Lessee is not allowed to lease the rental property to third parties in part or in full, or to hand it over free of charge.

Prices & booking
Prices for leasing the rental property are graded by term of lease and shown in the offer list (can be inspected at oebb.at/meetings). In case of exceeding the originally agreed lease term, subsequent charging shall be carried out in accordance with the relevant price grading. Any assembly and dismantling times shall be included in the calculation by the Lessee.

Any change by the Lessee to the lease shall be disclosed and agreed immediately. Postponement is only possible pursuant to consultation with the Lessor. The contract is only binding following receipt of booking confirmation.

We charge € 2.50, including VAT, for consumed drinks not included in the offer package. A4 copies are charged at € 0.10 per page. No fee is charged for the first 10 copies per lease.

Payment
The user fee shall be transferred onto the account specified by the Lessor within 30 days of receipt. In case of exceeding the payment deadline, we charge statutory default interest, plus dunning costs. Moreover, we reserve the right to hand over the case to a debt collection agency. Payment on site is not possible. Credit cards/bank cards, etc. are not accepted.

Early termination
The Lessor is entitled to terminate the contractual relationship without observing notice periods for good cause. Good cause arises in particular:
- If the facilities are not used for seminar/conference purposes or otherwise explicitly agreed purposes;
- In the event of act of nature beyond control or if other circumstances not attributable to the Lessor make fulfilment of the contract impossible or unreasonable;
- If the contract was concluded under misleading or incorrect statement of significant facts, e.g. of the client or purpose;
- If the Lessor has reasonable cause to assume that the seminar/conference may jeopardise smooth business operations, the security or reputation of the Lessor in public;

Liability
The Lessee shall be liable for all damages caused by it or its vicarious agents, personnel or seminar participants to the rental property and/or the fittings contained therein, and the fixtures provided. Any damages shall be reported to the Lessor immediately. Personal valuables, technical equipment, wardrobes, etc. carried by guests, participants or employees of the Lessee, or by the Lessee itself, are not subject to the Lessor’s liability. The Lessor does not assume any liability for damages arising under or in relation to this contract. Exceptions are damages, which have been caused intentionally or through gross negligence by the Lessor or persons attributable to it pursuant to § 1313a ABGB [Austrian Civil Code].

Withdrawal from the contract
The Lessee is entitled to withdraw from the contract under the following conditions, whereby failure to appear at the start of the lease shall be deemed withdrawal from the contract by the Lessee:

Cancellation costs for the Lessee
- Withdrawal more than 24 hours before the start of lease
  - free of charge
- Withdrawal within 24 hours before start of lease
  - 50% (fifty percent) of the package price/user fee
- Failure to appear at start of lease
  - 100% (hundred percent) of the package price/user fee
Miscellaneous provisions
Austrian law is solely applicable to the contractual relationship. The competent court in Vienna is hereby agreed as court of jurisdiction. Any amendments and supplements to the contract require the written form and both parties’ authorized company signature to be effective.

Rights and obligations under the contractual relationship shall transfer to the relevant universal successor for both parties. Otherwise, transfer of rights and obligations hereunder to third parties is not permissible.

The existence of the contractual relationship shall not be affected by the invalidity of individual provisions thereof. Any invalid provision shall be replaced by another effective and permissible provision, which complies with the spirit and purpose of the abolished provision. The same applies to any loophole that requires supplementation.

These GTC are supplemented by the terms of use for ÖBB lounges of ÖBB-Personenverkehr AG, available at https://www.oebb.at/de/leistungen-und-services/am-bahnhof/oebb-lounge, unless the relevant GTC stipulate to the contrary. In particular, no additional performance obligations can be inferred for ÖBB-Personenverkehr AG from the terms of use for ÖBB lounges, which are not included in the relevant GTC. In the event of inconsistencies, these GTC shall take precedence.

GTC as at: 02/08/2018