

**GENERAL TERMS AND CONDITIONS FOR THE USE OF PREMISES AT MARIABRUNN**  
of the Federal Research and Training Centre for Forests, Natural Hazards and Landscape  
(hereinafter referred to as BFW)

as of 30 June 2010

**I. Usage Fees (Indicative prices)**

Ballroom rental rate, (incl. assembly hall, foyer and Yew Tree courtyard), half-day (4 hours)	EUR	600.00
Ballroom rental rate, (incl. assembly hall, foyer and Yew Tree courtyard) all-day (8 hours)	EUR	1.200.00
Each additional hour	EUR	100.00
Ballroom rental rate for use as a seminar room only, half-day (4 hours)	EUR	450.00
Ballroom rental rate for use as a seminar room only, all-day (8 hours)	EUR	800.00
Each additional hour	EUR	75.00
Assembly hall, foyer, ground floor and Yew Tree courtyard, half-day (4 hours)	EUR	350.00
Assembly hall, foyer, ground floor and Yew Tree courtyard, all-day (8 hours)	EUR	700.00
Each additional hour	EUR	55.00
Seminar room, first floor, half-day (4 hours)	EUR	250.00
Seminar room, first floor, all-day (8 hours)	EUR	400.00
Each additional hour	EUR	45.00

The usage fees include: event organiser liability insurance (see item VI), the costs for final cleaning and supervision, but not for set up and dismantling which will be charged separately according to time and effort (According to Art. 20, Para. 4 of the Austrian Federal Law on BFW (BFWG) the following amounts shall be charged: € 30.-- per hour (weekdays), 8.00-16.00; overtime rates during weekdays from 6.00 to 8.00 and from 16.00 to 22.00 € 45.--, between 22.00 and 6.00 € 60.--; overtime rates on Saturdays, Sundays and public holydays (first to eighth hour) € 60.--, as of 9<sup>th</sup> hour € 120.--overtime premium). The originally agreed number of participants shall not be exceeded. Any changes shall be communicated to the organiser immediately after having taken notice.

50% of the estimated usage fee becomes due within 14 days upon receipt of the reservation confirmation. The remaining 50% will be due 14 days prior to the event at the latest. If reservation is made within a shorter time period than 14 days before the event takes place, the total amount is due immediately upon receipt of the reservation confirmation.

Coffee break per person and break (if the break is to be organised by BFW)	EUR	3.50
Conference equipment (Giant rear projection screen in front and swivel-mounted flatscreen, microphone, etc., if required laptop is included - only in ballroom)	EUR	150.00
LCD projector per event (only for seminar room)	EUR	60.00
Overhead projector/Visualizer per event (only for seminar room)	EUR	20.00
Extra laptop per event	EUR	50.00
Technical support per hour (weekdays from 8.00 – 16.00)	EUR	35.00

(overtime rates during weekdays from 6.00 to 8.00 and from 16.00 to 22.00 € 52,50.--, between 22.00 and 6.00 € 70.--; overtime rates on Saturdays, Sundays and public holydays (first to eighth hour) € 70.--, as of 9<sup>th</sup> hour € 140.--overtime premium).

**Important Note: BFW does not charge any VAT!**

**II. Terms of Cancellation**

The following terms of cancellation shall apply:

The reservation is valid from the date of signature of the reservation confirmation.

- If the event is cancelled less than 30 days before the scheduled start date, the down payment will not be refunded
- If the event is cancelled less than 8 days before the scheduled start date, the total usage fee will not be refunded

**III. Main Services and Additional Services**

BFW makes available the premises, hereinafter referred as event location, without being the event organiser. The equipment required for the event, all main services and additional services as well as the necessary service staff are to be contracted directly by the event organiser who assumes all risks and costs. The premises and areas to be booked for the event shall be inspected by the organiser and considered suitable for holding the event in question. BFW does not assume any liability for the suitability of the premises and areas for holding the event in question.

**IV. Catering**

For larger events where catering is needed the event organiser shall contract a catering company at his/her own cost and risk and inform BFW accordingly at least 14 days before the event takes place. BFW reserves the right not to accept any recommended catering company named by the user by written statement. The organiser shall be informed by BFW of this refusal immediately. Any regulations that differ from this obligation must be agreed upon in writing. Simple catering for coffee breaks may be organised by the staff of BFW and costs shall be charged to the organiser, see under item I.

**V. Conditions for Use**

In the following the term "organiser" shall refer also to staff related to the event organiser, including the guests, the companies commissioned by the organiser and their staff and other persons tolerated by the event organiser, in the absence of any other regulation to be applied in this context.

- a) Smoking is not permitted in the premises booked or in all public premises (assembly-hall, dining room, foyer, rest rooms). Smoking is only allowed outdoors. The provided ash-trays should be used. The event organiser must inform all participants that smoking is not permitted. The event organiser shall be responsible for the observation of the non-smoking sign.
- b) Emergency exits (fire escape routes) and doors have to be kept free for unhindered escape.
- c) No open fire (e.g. gas cookers, candles, torches) is permitted in the whole building. The event organiser is obliged to inform the catering company that the warm-up of food is only allowed using electrical facilities. The catering kitchen is only to be used for warm-up, keeping warm and arrangement of food. In the catering kitchen the fire risk through fats and oils must be kept as low as possible. The organiser must take care of an orderly disposal of fat and oil (do not pour any oil down a sink). No oil or fat should be dropped on the floor of the ballroom.
- d) The available fire extinguishers must be accessible any time. The event organiser must know where the fire extinguishers are.
- e) Any intervention into electrical installation is prohibited.
- f) All instructions by BFW staff must be followed.
- g) The event must not damage the reputation or impair the security of the house. Rights of third parties shall not be impaired. The BFW supervisory staff is entitled to take suitable action to abate any nuisance and – in case of disregard or if the measures are not sufficient to bring about the desired effect– to discontinue the

event. In this case the event organiser is not entitled to receive any reduction of fee, compensation or any other claims.

- h) The event organiser shall name one or two responsible persons who serve as contact persons. These persons shall be contacted for all arising questions. These persons have to be present throughout the duration of the event and must be reachable. BFW is not obliged to provide information to suppliers or catering companies or accept deliveries.
- i) All areas must be cleaned, rubbish disposed properly off-site and the rented space handed over to authorised personnel immediately after the end of the event.

## **VI. Damages**

The insurance applies for property damages to rented buildings or premises made available for use, including adaptations and furnishing as well as open space provided that the damages exceed the usual wear caused by normal use and that the event organiser can be held responsible for those damages. The insurance covers indeed damages caused by participants, but does not exclude the right of recourse. Damages caused by staff of subcontracting firms are not covered by the insurance.

The amount insured within the combined limit for bi and pd is € 290.692,00. Damages up to an amount of € 1.500,00 will not be covered by the insurance. The damage has to be paid out of one's own pocket. For claims from € 1.501,00 onwards up to an amount of € 15.000,00 the fixed deductible is € 1.500,00. Beyond this amount the fixed deductible will be 10 % of the total loss

The insurance does not include insurance against liability for damage to displayed objects, farmland and economic plants.

## **VII. Official Authorisation**

The organiser shall obtain in time any official authorisation required at his/her own expense. At the same time any official directions are to be followed by the organiser without charging BFW and without claim for compensation. The necessary official permissions shall be shown to BFW at least one day before the planned event. If this is not the case BFW shall be entitled to discontinue the event without any fee reduction, compensation for damages or other claims.

## **VIII. Costs, Taxes and Fees**

All costs, taxes and fees arising in relation with this agreement shall be borne by the organiser.

## **IX. Other Matters**

The above Terms and Conditions shall be signed and returned immediately to BFW. Additional agreements are valid only in written form and signed by both parties. In case of disregard of any condition mentioned in these Terms and Conditions or in the reservation confirmation, the organiser shall pay a penalty equal to the total fee payable for the utilisation– in addition to arising costs. The organiser is responsible for the actions of the companies contracted by him/her and his/her guests. The regulation for penalty payment contained herein shall also apply. The penalty payment to be imposed is not eligible for moderation by a Judge.

## **X. Jurisdiction**

In the event of any dispute arising from the present Terms and Conditions, including disputes concerning their validity, the competent court in Vienna's First District shall have exclusive jurisdiction. The Austrian legislation excluding standards of private international law shall apply to the present Terms and Conditions for Use.

The Organiser: .....

Vienna, .....