

General Terms and Conditions

for the booking of **YOUR OFFICE** Conference Center Services

1. Validity

1.1 **YOUR OFFICE – Managed Business Service GmbH or YOUR OFFICE QBC Service GmbH**, hereinafter referred to as **YOUR OFFICE**, is providing its services to clients, hereinafter referred to as Customer on the basis of the following General Terms and Conditions.

These conditions also apply to future business relations, even when there is no explicit reference made.

1.2. Additional agreements, changes and amendments to this contract require the written form to be valid.

2. Conclusion of Contract

2.1 Basis for the conclusion of the contract is the quotation of **YOUR OFFICE** including service description and pricing and the corresponding Customer order. Offers of **YOUR OFFICE** are subject to change and non binding.

The conclusion of the contract is valid after the Customers signing of the order acknowledgement.

3. Scope of Services, Order Processing, Rights and Duties of the Customer

3.1 In case of doubt the party ordering conference facilities is the contractual partner of **YOUR OFFICE**, even if the user is different.

3.2 The content of the services to be rendered is stipulated in the Customer's order respective the offer of **YOUR OFFICE**. Changes require the written form to be valid.

3.3 Customer has the right to make use of the ordered conference facilities for the purpose agreed upon, at the ordered date and time (in the booking-confirmation) and the agreed price.

3.4 An overstay of the customer or his guests will be charged additionally according to the hourly rate. **YOUR OFFICE** might offer the client a different room due to overlapping bookings. Day Rates or Half Day Rates are not applicable in this case.

3.5 **YOUR OFFICE is** not liable for the wardrobe and any valuables of customers and guests.

3.6 **YOUR OFFICE** has to be informed and has to agree in case decoration materials and other items need to be installed in the conference facilities.

All expenses for installation and removal of such items have to be carried by the customer.

3.7 After ending of the event the conference facilities used by customer are to be handed over to the center management in an orderly condition.

3.8 In case of dirt and mess exceeding an acceptable and normal rate, customer will be charged with cleaning cost.

3.9 The Law of Damages is covering damages caused by customer and his guests. Customers liability is applicable for all damages and disadvantages for **YOUR OFFICE** or third parties, caused by Customer, his guests or any other persons Customer is responsible for. This applies also in case the injured party is entitled to address **YOUR OFFICE** directly for compensation. Furthermore this regulation will be used for the damage of technical equipment used by Customer.

3.10 Customers renting conference facilities are organizers of events and are therefore expected to obey the Vienna Event Laws and Regulations and to register with the relevant authorities, if applicable. Customer will hold **YOUR OFFICE** harmless from any damages and losses resulting from neglecting these laws and regulations.

3.11 **YOUR OFFICE** may provide alternative facilities of similar size and quality to customer if there are important reasons justifying this step (e.g. if the booked room is out of order).

3.12 Food and drinks brought along by the customer can only be consumed after agreement of **YOUR OFFICE**. A compensation will be charged.

4. Payment and Cancellation

4.1 Payment is due net 30 days upon receipt of invoice. **YOUR OFFICE** may ask for payment in advance.

4.2 Bookings of conference facilities may be cancelled by sending a registered letter or an email to **YOUR OFFICE**.

4.3 For rooms sized 22m² to 65m² the following applies:

4.3.1 There will be no cancellation fee charged if the cancellation was received 21 days before the event date the latest. This applies to all rooms sized 22m² to 65m².

4.3.2 If the cancellation is received 21 to 3 days before the event date, 50% of the room rent price will be charged.

4.3.3 In case the cancellation is received between 3 days and 24 hours before event start, 100% of total arrangement for the first day and the room rent charge for all consecutive days will be charged.

4.3.4 If the cancellation is received within 24 hours before the start of the event, or if the event is not cancelled at all, 100% of the cost of the entire arrangement will be charged.

4.4 For rooms larger than 65m² the following applies:

4.4.1 Prior to 21 days before the booked date the event may be cancelled by either party without cancellation fee applying.

4.4.2 If the cancellation is received between 21 days and 14 days before the booked date of the event a cancellation fee of 50% of the total arrangement will be charged.

4.4.3 If the cancellation is received between 14 days and 3 days before the booked date of the event a cancellation fee of 70% of the total arrangement will be charged.

4.4.4 100% of the total arrangement will be charged if the cancellation is received 3 days within the event date or no cancellation at all has been received.

5. Cessation of Contract

5.1 In case of Booking- and Reservation Agreement valid for a defined period of time, the contract ends with elapse of time.

If the use of the conference facility is aborted prematurely by the customer, **YOUR OFFICE** is entitled to charge for the total arrangement.

Place of Fulfillment:

- 1030 Wien, Landstraßer Hauptstraße 71/2
- 1080 Wien, Albertgasse 35
- 1100 Wien, Gertrude Fröhlich Sandner Straße 3
- 1100 Wien, Karl-Popper-Straße 2
- 1120 Wien, Am Europlatz 2
- 1210 Wien, Floridsdorfer Hauptstraße 1
- 1220 Wien, Wagramer Straße 19

Place of Jurisdiction: Commercial Court Vienna

6. Force Majeure

The Parties shall be excused from performance if the Event is canceled due in whole or in part to any cause beyond their reasonable control, including but not limited to, action or inaction of any government, regional health warnings, epidemics, pandemics, war, civil disturbance, insurrection, sabotage, act of public enemy, labor strike, accident, fire, flood, storm or other act of God. In the event of non-performance of this contract due to impossibility, **YOUR OFFICE** shall reimburse any payments received, including any deposits, back to Client unless **YOUR OFFICE** applies such payments to reschedule the Event.