

**General Terms and Conditions for event contracts with “Ballonhalle”  
GoLive Marketing GmbH, hereinafter referred to as “Ballonhalle”**

***1 Scope***

- 1.1.** These General Terms and Conditions shall form the basis for event contracts for holding events such as banquets, meetings, seminars, trade fairs, conferences, galas, sporting events and the like in the event rooms of 1030 Vienna, Franz-Grill-Straße 1 Objekt 202, hereinafter referred to as “Ballonhalle”, as well as for all other related services and supplies of GoLive Marketing GmbH.
- 1.2.** Ballonhalle shall normally conclude event contracts solely on the basis of the following Terms and Conditions. The contracting parties expressly acknowledge that they have accepted these Terms and Conditions as legally binding and that they form part of the contract. This shall also apply in cases where a contracting party refers to its own General Terms and Conditions. These Terms and Conditions may be amended or supplemented only by mutual agreement and in writing, whereby, however, the unchanged Terms and Conditions shall nevertheless remain part of the contract.

***2 Acceptance of contract***

- 2.1.** The contract shall come into effect with submission of the quotation signed by an authorised company signatory of the Client and subsequent confirmation of the order acceptance by Ballonhalle. The contract shall always include the content of these General Terms and Conditions.
- 2.2.** The contracting party is the party that confirms acceptance of the order in writing (hereinafter referred to as CLIENT).
- 2.3.** If the CLIENT itself is not the event organiser, or if a commercial agent or organiser is engaged by the event organiser, the commercial agent or organiser shall be jointly liable with the event organiser for all obligations arising from the event contract.
- 2.4.** In the event that the CLIENT itself is not the event organiser, he/she undertakes to submit a declaration from the event organiser at the time of signing the contract in which the event organiser undertakes to assume jointly with the CLIENT any liability arising from the event contract.

***3 Default in performance***

If Ballonhalle breaches the obligations arising from the contractual relationship, it shall be liable solely in cases of intent or gross negligence and only up to the amount of the agreed fee for use of the conference, banquet and event rooms.

***4 Services***

- 4.1.** Ballonhalle undertakes to provide the services contractually agreed by it.
- 4.2.** The CLIENT undertakes to pay the fees agreed with Ballonhalle for the services by the due date.
- 4.3.** The agreed fees are exclusive of 20% VAT, unless otherwise stated.
- 4.4.** If the period between conclusion of contract and the event exceeds four months and if the fee calculated overall by Ballonhalle for its services increases, the contractually agreed fee may be increased appropriately subject to a maximum increase of 10%.

### ***5 Payment terms and invoicing***

- 5.1.** Invoices from Ballonhalle shall be payable promptly upon receipt without deduction. Payment shall be made to GoLive Marketing GmbH at the following account: IBAN: AT63 5100 0920 1482 0100, BIC: EHBBAT2E.
- 5.2.** The CLIENT undertakes to pay 50% of the agreed total remuneration as per the order confirmation plus 20% VAT in advance within 7 days of conclusion of contract. The balance of the agreed total fee shall be paid no later than two weeks before the day of the event. Any additional services that may still be required shall be invoiced after the event and shall also be paid within 7 days without deduction.
- 5.3.** In the event of late payment, the CLIENT undertakes to pay interest on arrears at a rate of 5% above the base interest rate. The base interest rate shall be the three-month Euribor rate at the beginning of the most recent quarter.

### ***6 Withdrawal by Ballonhalle***

- 6.1.** Ballonhalle shall be entitled to withdraw from the event contract if:
- 6.1.1.** the CLIENT fails to pay the advance payment in accordance with item 5.2. within the grace period set, despite issue of a written reminder.
- 6.1.2.** insolvency proceedings are instituted against the assets of the CLIENT and/or the event organiser or an application for bankruptcy proceedings is dismissed for lack of assets to cover the costs of the proceedings.
- 6.1.3.** fulfilment of the contract by Ballonhalle is not possible due to force majeure (e.g. earthquake, war, terrorist attack, epidemic, storm damage, fire, explosion or detonations of any kind etc.), construction projects resulting damages to the property or due to other circumstances for which it is not responsible.
- 6.1.4.** the event was booked on the basis of misleading and/or false information, e.g. regarding the purpose of the event and/or regarding the event organiser.
- 6.1.5.** Ballonhalle has reasonable grounds to believe that the event may jeopardise the smooth operation of business, the safety and/or the public reputation of the property owner, where this is beyond the control or organisational scope of the property owner; this includes in particular
- party-political content, or content serving the purposes of political parties
  - sexual or otherwise offensive content
  - content that is detrimental to the reputation of the property owner.
- 6.2.** Ballonhalle shall give written notice of withdrawal to the CLIENT.
- 6.3.** In the event of withdrawal by Ballonhalle, the CLIENT shall have no claim for damages unless Ballonhalle has acted in a wilful or grossly negligent manner.

### ***7 Withdrawal by the CLIENT***

- 7.1.** The CLIENT shall be entitled to withdraw from the contract against payment of a cancellation fee.
- 7.2.** The CLIENT shall notify Ballonhalle of its withdrawal from the contract in writing (registered letter or email). The date of receipt of the cancellation by Ballonhalle shall be deemed the effective date of withdrawal from the event contract.
- 7.3.** Depending on when notice of cancellation is received by Ballonhalle, the following cancellation costs shall apply after conclusion of contract
- more than 1 month before the event 50%
  - 1 month to 15 days before the event 75%
  - up to 14 days before the event 100%
- 7.4.** The cancellation fees are not subject to the judicial right to reduce the penalty. Any further claim for damages on the



**BALLONHALLE**

part of Ballonhalle shall remain valid.

### ***8 Changes to the number of participants and event times***

- 8.1.** The contractually agreed number of participants shall apply. The CLIENT shall be obliged to inform Ballonhalle immediately of any change to the number of participants.
- 8.2.** If the agreed start and end times of the event are changed without the prior written consent of Ballonhalle, Ballonhalle shall be entitled to charge the CLIENT for the additional costs of providing the service.

### ***9 Exclusive partners***

- 9.1.** Where the CLIENT/event organiser requests catering services including beverages (i.e. beer as well as all non-alcoholic beverages, in particular mineral water), security and surveillance services, power supply measures, technical services including infrastructure (see also item 10) for an event, these may only be obtained from the exclusive partners named on the current list.

### ***10 Technical facilities and connections***

- 10.1.** The CLIENT shall be obliged to use the technical facilities and connections where these are provided by Ballonhalle.
- 10.2.** In the case of events that fall within the entertainment sector (e.g. fashion shows, product presentations, shows, evening events with music and concerts), as well as those which do not fall within the entertainment sector (e.g. seminars, meetings and conferences), a detailed equipment list and a rehearsal plan shall be provided by the CLIENT to Ballonhalle in writing at least one week before the date of the event.
- 10.3.** If the CLIENT fails to comply in due time with its obligations under item 10.2, any deficiencies in the implementation of the technical requirements shall be the responsibility of the CLIENT who shall not thereby be entitled to make any claims for price reduction or damages nor any other claims against Ballonhalle.
- 10.4.** Because the event equipment is permanently installed, only the exclusive technology partner shall be used unless otherwise agreed. The rental for the required equipment is solely for the actual event room and event day(s). Additional technical rehearsals and related activities shall be contractually agreed separately.
- 10.5.** In addition, the CLIENT shall be charged for the actual working hours of Ballonhalle staff required for technical preparations, including setting up and dismantling the technical equipment. The working hours of sound and lighting engineers and of personnel required for assembly and dismantling shall be charged according to the hourly rate specified in the quotation for the event unless otherwise agreed in writing between Ballonhalle and the CLIENT.
- 10.6.** Should the existing technical equipment not be sufficient for the planned event, the CLIENT undertakes to notify Ballonhalle in writing and provide a list of the additional technical equipment required at least 14 days before the start of the event. Unless otherwise agreed, the additional technical equipment shall be sourced and installed by Ballonhalle.
- 10.7.** The costs for any additionally required technical equipment and for its installation shall be borne by the CLIENT.
- 10.8.** Employment of the CLIENT's own electrical equipment using Ballonhalle's power supply system shall require express written consent. Any malfunctions and/or damage to Ballonhalle's technical equipment caused by use of such equipment shall be borne by the CLIENT insofar as Ballonhalle is not responsible for such malfunctions and/or damage. The electricity costs incurred shall be charged to the CLIENT according to consumption.
- 10.9.** If, due to connection of the CLIENT's technical equipment, Ballonhalle's equipment remains unused, Ballonhalle shall be entitled to charge the CLIENT a compensation fee for non-use.
- 10.10.** Malfunctions of technical or other equipment provided by Ballonhalle shall be remedied immediately, if possible. Malfunctions for which Ballonhalle is not responsible shall not entitle the CLIENT to reduce or reclaim the agreed remuneration.
- 10.11.** When preparing the event(s), the CLIENT undertakes to follow the instructions of the location manager for the



## **BALLONHALLE**

Ballonhalle technical area in order not to jeopardise and/or impair the smooth running of Ballonhalle. If the CLIENT does not comply with the instructions, it shall be liable for any resulting damage and/or consequential damage.

### ***11 Delivery of items brought to the event premises***

- 11.1.** If the CLIENT requires special exhibition items or other objects (e.g. costumes, items of clothing, decorative items, stage accessories, vehicles for vehicle presentations etc.) for the performance of the event(s), the CLIENT undertakes to inform Ballonhalle in writing at least ten working days before the date of the event of the nature and scope of these items and the time of delivery.
- 11.2.** If Ballonhalle auxiliary staff are required for delivery or assembly and dismantling activities, the CLIENT undertakes to request such assistance at least ten working days before the date of the event.
- 11.3.** A separate fee shall be charged for auxiliary staff.

### ***12 Loss, damage and removal of items brought to the event premises***

- 12.1.** Exhibition items and other objects brought into the event premises by the CLIENT shall remain on Ballonhalle's event premises at the risk of the CLIENT; Ballonhalle shall not accept any liability for loss, removal and/or damage.
- 12.2.** Decoration materials brought and used by the CLIENT shall comply with official requirements, in particular fire safety requirements. The CLIENT shall be obliged to provide evidence thereof.
- 12.3.** The CLIENT's exhibition items and other objects brought to the event by the CLIENT shall be removed immediately after the end of the event. If the CLIENT fails to remove them, Ballonhalle shall be entitled to remove and store them at the CLIENT's expense.

### ***13 Use of facilities***

Use by the CLIENT of facilities in the event rooms shall be at the CLIENT's own risk. Should damage of any kind occur due to use of facilities made available to the CLIENT by Ballonhalle within the framework of the event, the CLIENT shall be liable for such damage. The CLIENT undertakes to indemnify Ballonhalle against claims of third parties.

### ***14 Liability of the CLIENT for loss or damage***

- 14.1.** The CLIENT shall be obliged to take out event liability insurance. The CLIENT shall be liable for all damage to buildings and inventory caused by event participants, employees and other associated third parties or itself. Evidence of the liability insurance shall be presented to Ballonhalle upon request.
- 14.2.** Ballonhalle shall be entitled to demand appropriate securities from the CLIENT (e.g. insurance, deposit, bank guarantees).

### ***15 Official permits***

- 15.1.** All official permits and/or authorisations required for staging an event shall be provided by the CLIENT.
- 15.2.** If registration of an event is required, the CLIENT shall submit the registration certificates to Ballonhalle no later than 7 working days before the date of the event.
- 15.3.** If Ballonhalle is fined because the CLIENT did not have the required permits and/or authorisations for the event, Ballonhalle shall be entitled to invoice such fines to the CLIENT. The CLIENT undertakes to indemnify Ballonhalle in this respect.

### ***16 Charges and fees***

- 16.1.** Any charges and/or fees which may be incurred in connection with the event(s) shall be borne in full by the CLIENT.



## BALLONHALLE

The CLIENT undertakes to indemnify Ballonhalle in this respect.

**16.2.** Any costs (fees, charges, costs of setting up the contract) in connection with the event contract shall be borne in full by the CLIENT.

### *17 Final provisions*

**17.1.** Any amendments or supplements to the contract, to the order acceptance or to these Terms and Conditions for events must be made in writing. Any waiver of this formal requirement must also be in writing.

**17.2.** All legally binding declarations based on this contract must be made in writing to the address of the other contracting party last notified in writing. Declarations to Ballonhalle shall be made to its business address, Lothringerstraße 6/1, 1040 Vienna, Austria.

**17.3.** The place of performance and payment shall be Vienna.

**17.4.** The exclusive place of jurisdiction for all disputes arising from the event contract shall be the competent court in Vienna.

**17.5.** The event contract and the General Terms and Conditions shall be subject to Austrian law.

**17.6.** Should individual provisions of these General Terms and Conditions or the event contract be invalid or subsequently become invalid, this shall not affect the validity of the remaining provisions of the event contract or the General Terms and Conditions. The contracting parties shall replace the invalid provision with a valid provision that comes as close as possible to the commercial purpose of the invalid provision.

**17.7.** The assignment of individual rights and obligations arising from these General Terms and Conditions and the event contract shall only be permitted with the express written consent of the other contracting party.

**17.8.** The individual section headings used are for the sole purpose of clarity. They are therefore not to be used for interpretation of the General Terms and Conditions.

**17.9.** Ballonhalle reserves the right to reject suppliers without giving reasons.

**17.10.** Ballonhalle reserves the right to specify the qualified personnel required for the safe running of the planned events and the number of such personnel. Safety concepts shall subsequently be submitted to Ballonhalle on request and any instructions for adjustments shall be implemented by the CLIENT.