

## General Terms and Conditions for Events in the rooms and areas of IMC Fachhochschule Krems GmbH provided for the purposes of holding events

### 1. Scope of application

- a) The following General Terms and Conditions for Events apply to the rooms, areas, fixtures and fittings, technical equipment, etc. of IMC Fachhochschule Krems GmbH (IMC Krems) provided for the purposes of holding events. A written usage agreement is concluded for each specific instance of provision of facilities. In case of any contradictions, the usage agreement takes precedence over these terms and conditions. The event organiser is required to nominate a contact person in the usage agreement, for whose actions, and declarations of intent and of knowledge the event organiser is fully liable, as described below.
- b) The rooms, areas, fixtures and fittings, technical equipment, etc. will be made available by IMC Krems in accordance with the written usage agreement. They are provided for the use of the event organiser exclusively at the agreed times and for the agreed purpose. Transfer of usage of the rooms, areas, fixtures and fittings, technical equipment, etc. to a third party is not permitted and entitles IMC Krems to prohibit the event immediately.
- c) All of the rooms, areas, fixtures and fittings, technical equipment, etc. must be treated appropriately and carefully by the event organiser, and must be returned on expiry of the agreed period in the same condition as when they were handed over for use, taking into account natural wear and tear.
- d) The event organiser is not permitted to use rooms, areas, fixtures and fittings, technical equipment, etc. that are not explicitly listed in the usage agreement and are therefore not provided for the purposes of the event. The event organiser undertakes to ensure that event participants also only use the rooms, areas, fixtures and fittings, technical equipment, etc. that have been provided for the purposes of the event and are listed explicitly in the usage agreement.
- e) Upon conclusion of the usage agreement, the event organiser will receive, supplementary to said agreement, the General Terms and Conditions for Events as well as all other jointly applicable documents (including the house regulations and fire safety regulations). Electronic transfer of the documents and/or notification of a link to the documents online is equivalent to receipt of such documents in the meaning of these terms and conditions. All documents brought to the event organiser's knowledge in this way form an integral part of the usage agreement.

### 2. Usage fee and invoicing

- a) The fee for provision of the rooms, areas, fixtures and fittings, technical equipment, etc. for a maximum of 600 participants in the event area or of 400 participants in the foyer area will be invoiced by IMC Krems. The basis for the fee is the sum stated in the usage agreement, which covers provision of the rooms, areas, fixtures and fittings, technical equipment, etc. at the agreed times and for the agreed period. Payment without deductions must be made within 14 days of receipt of the invoice. Thereafter,

a reminder fee of EUR 15 per reminder in addition to 10% interest on arrears will be charged. The applicable statutory value added tax (VAT) will be applied to all fees and charges in the invoice.

- b) IMC Krems reserves the right to require an appropriate advance payment.
- c) IMC Krems must be informed of possible staffing requirements two weeks before the event at the latest.
- d) Other costs arising on site will be invoiced at cost after the event has ended.

### 3. Warranty and liability

- a) IMC Krems' liability is limited to the sum of EUR 400,000 (four hundred thousand euros). IMC Krems warrants for the provision of services in accordance with the usage agreement. Warranty, liability and guarantee claims above and beyond those provided for in the agreement are excluded. In particular, IMC Krems assumes no liability whatsoever for accidents suffered by users of or visitors to the rooms, areas, fixtures and fittings, technical equipment, etc. IMC Krems is only liable for damages caused intentionally or as a result of gross negligence by it or persons attributable to it. IMC Krems' liability is limited to its own indemnity, which is covered by insurance.
- b) In the event of any default or other infringement of contractual obligations due to a so-called "force majeure event", any warranty or other liability of the IMC Krems, regardless of the legal title, is explicitly excluded. Force majeure shall be deemed to exist in the event of external, unavoidable and unforeseeable events (e.g. natural disasters, strikes, attacks, epidemics or pandemics, ...). In such cases, the IMC Krems will immediately inform the organizer of the occurrence of force majeure.
- c) If assistance is provided by employees of IMC Krems out of courtesy and beyond contractual obligations (e.g. transportation assistance), this will not form the basis for any contractual obligations, and such services are performed at the sole risk of the event organiser.
- d) The event organiser is liable for all damages (including consequential damages) occurring in connection with preparation, set-up, execution, use and breakdown, and accidents occurring in the course of these activities that are caused by its own or vicarious fault, or by chance, in so far as the damage would not have occurred if the event had not taken place. The event organiser will indemnify and hold harmless IMC Krems against claims of any kind whatsoever brought by third parties in connection with staging the event. The same applies in respect of all expenses related to defending against such claims.

The same also applies in respect of all damages and possible call-outs of the emergency services, IMC Krems standby staff, or FM-Plus Facility Management GmbH für Wissenschaft + Kultur in NOE (responsible for facility management at Campus Krems).

The event organiser will, in particular, be liable within the limits of the law of fault-based and strict liability (even if IMC Krems is liable to third parties) for all injuries sustained at the event facilities, or at the entrances and exits to the facilities, by any visitor to the event, except in so far as the visitor in question is to blame for such injury. The event organiser is responsible for the safe use of the event venue and the entrances and exits during the event (monitoring and guiding visitors, etc.), and must inspect the venue and the entrances and exits with regard to this responsibility in good time prior to the commencement of the event. Any shortcomings must be recorded in writing (forming a snag list) and communicated to the staff responsible at IMC Krems without delay. Following countersignature of the snag list, IMC Krems will rectify the shortcomings as soon as possible. The event organiser is liable for all adverse consequences arising from the permitted and/or agreed attendance limit being exceeded, and will fully indemnify and hold harmless IMC Krems in this regard.

- e) The event organiser is responsible for compliance with IMC Krems' house regulations (Annex 2) for the proper execution of the event in the rooms and areas made available. The event organiser is also responsible for compliance with all conditions imposed by the authorities, as well as all applicable regulations for events of any kind, and will fully hold harmless and indemnify IMC Krems in this regard.
- f) IMC Krems assumes no liability for damage to or the theft of items brought onto the premises such as free-standing structures, technical equipment,
- etc., except in cases where damage or loss is caused by gross negligence or intent on the part of an IMC Krems employee.
- g) Multiple event organisers are jointly and severally liable for all liabilities.
- h) The nominated authorised representative of the event organiser is responsible for ensuring calm and order during and after the event, as well as compliance with the *NÖ Veranstaltungsgesetz* (Lower Austria Events Act) as amended and all legislation that relates to the event.

#### 4. Official permits

- a) According to the notice of 30 March 2011 issued by Krems Municipal Council, events at the following hours and for the following numbers of people are approved in Wing G1 at Campus Krems:

##### **07:00–22:00**

- Events on ground floor incl. foyer
- Events on the terrace

##### Approved capacities

##### **Ground floor:**

600 persons in the event room  
400 persons in the seminar rooms

##### **Foyer:**

400 persons for standing receptions

##### **Terrace:**

100 persons (simultaneously)

According to the decision of 26.07.2017 of the Municipality of Krems, a maximum number of 40 persons

is permitted for the event rooms in the basement of the Gozzoburg. In the Wappensaal on the 1st floor of the Gozzoburg, 40 persons are also permitted.

- b) The event organiser acknowledges the statutory provisions and official regulations relevant to the event, and is responsible for obtaining the necessary official permits (registrations) and special approvals (e.g. extension of event times) for the event. The event organiser bears the costs of executing official permits and reports. The event organiser will bear sole liability in case of non-compliance with statutory or official regulations.
- c) At the request of IMC Krems, the event organiser must at any time furnish proof that it has obtained the required permits and/or that the required reports have been made. If the event organiser is unable to furnish proof that this obligation has been fulfilled three days prior to the commencement of the event at the latest, IMC Krems will be entitled to prohibit the event and to withdraw from the related usage agreement.

#### 5. Withdrawal by IMC Krems

- a) IMC Krems is entitled to terminate the usage agreement by unilateral declaration at any time without notice, or to cancel an accepted order, if:
- (1) the event would jeopardise educational operations (in the sole judgement of IMC Krems), or
  - (2) the maintenance of order and safety appears to be threatened or the event breaches statutory or official regulations, these terms and conditions or the house regulations (in the sole judgement of IMC Krems), or
  - (3) the event was booked on the basis of misleading or false statements of material facts, or

- (4) there is no assurance that the event will be open to the public, although this is legally required, or
  - (5) the event organiser is unable to furnish proof that all required official permits have been obtained and that all required reports have been made three days prior to the commencement of the event at the latest, or
  - (6) the event appears to have the potential to endanger the reputation of IMC Krems as a public educational institution due to its content or organisations that are participating in or providing finance for the event (in the sole judgement of IMC Krems), or
  - (7) insolvency proceedings are opened against the assets of the event organiser, or
  - (8) the event organiser is in default of its financial obligations, or
  - (9) a case of force majeure exists. Force majeure is defined as external, unavoidable and unforeseeable events (e.g. natural disasters, strikes, attacks, epidemics or pandemics, etc.).
- b) The event organiser will not be entitled to claim compensation for damages in case of rightful withdrawal by IMC Krems.
  - c) In case of rightful withdrawal, any usage fee already transferred, including staff costs – less documented expenses already incurred by IMC Krems – will be repaid to the event organiser.

#### 6. Withdrawal by the event organiser

- a) Express or implied withdrawal from the contract by the event organiser will result in an obligation to pay cancellation fees and to compensate IMC Krems for expenses incurred, as follows:
  - Withdrawal at least 90 days before the event date: 25%
  - Withdrawal up to 60 days before the event date: 50%
  - Withdrawal up to 50 days before the event date: 75%
  - Withdrawal less than 50 days before the event date: 100% of the contractual usage fee plus VAT. These cancellation fees are calculated on the basis of the total fee and are payable in full in all cases.

The notice period is determined on the basis of the date on which IMC Krems receives notification of withdrawal.

The event organiser is also obliged to compensate IMC Krems (and external contractors) for all costs incurred and to be incurred pursuant to the agreement.

- b) All cancellations and/or any changes to bookings must be made in writing and will become valid upon return confirmation by IMC Krems.

#### 7. Safety regulations

- a) Decorative and advertising materials and other items may only be mounted or installed in their prescribed positions in consultation with the IMC Krems safety officer. Only materials classified as difficult to ignite, with low smoke formation and no drop formation in accordance with ÖNORM B3800 may be used for such equipment. Pursuant to ÖNORM B3825, in the case of furniture brought into the venue, the coverings including any upholstery, as well as any seating surfaces, seat shells, armrests/backrests and the like must be flame-retardant; class D wood and wood-based materials are permitted. Flammable liquids (e.g. gasoline, kerosene and the like) and flammable items of any kind may not be stored or used in event spaces. Only electric lighting may be used. However, stable candlesticks and candles with glass covers (depending on the type of candle) may be used following consultation with the lessor. In the event of a breach of these provisions, the event organiser will be liable for all resulting damages or losses incurred by IMC Krems (e.g. cleaning costs, repairs, etc.).
- b) All room entrances and exits, emergency exits, passageways, stairwells, fire doors and the like must be kept free from obstructions across their full width at all times. Circulation and escape routes must be of the statutory minimum width. Emergency lighting, firefighting equipment and fire alarms must not be covered or obstructed under any circumstances. The position of safety equipment is shown on the escape route plan on each floor. Smoking is not permitted in IMC Krems buildings. Ashtrays can be found at certain points outside the building; smoking is permitted in these areas. Under the *Tabakgesetz* (Tobacco Act), the event organiser is responsible for ensuring compliance with the ban on smoking.
- c) At every event, the event organiser is obliged to keep suitable basic medical equipment in flawless condition available for first aid, and where necessary to arrange first aiders and an emergency doctor. At the request of IMC Krems, a written safety, fire safety and rescue plan must be provided.
- d) In the event of a breach of these provisions, the event organiser is fully liable for any resulting losses or damages. Such breaches also entitle IMC Krems to prohibit the event and to withdraw from the related usage agreement.

- e) People carrying arms or any other items that may cause harm (e.g. firearms, knives and the like) to people or property may not attend events. The event organiser and the security staff arranged by the event organiser are responsible for ensuring compliance with this provision. Security staff must carry out checks at the beginning of the event to ensure compliance with this provision, and must exclude from the event any persons who breach the prohibition. IMC Krems staff on duty at the event are also entitled to carry out appropriate checks to ensure compliance with the ban on weapons (e.g. by checking bags and rucksacks) and to exclude any persons who contravene said ban.

## 8. Terms of use

- a) The event organiser will inspect the hired premises upon taking possession to ensure that they are in an orderly condition, and will confirm that the technical and other facilities of the premises (furnishings, technical and other equipment, etc.) meet the requirements of the planned event. Complaints about any deviations from the agreement must be made immediately; any complaints made subsequently are excluded.

If changes in seating or equipment are required at short notice, such changes must be discussed with IMC Krems immediately to assess their practicability. Any additional costs incurred as a result must be borne by the event organiser. If changes are no longer possible at such short notice, this does not entitle the event organiser to a price reduction or to withdraw from the contract.

- b) Attention is expressly drawn to that fact that the event organiser is responsible for ensuring the smooth running of the event and for making all necessary arrangements to ensure that this is the case.
- c) The event organiser must treat the provided rooms, areas, fixtures and fittings, technical equipment, etc. with care and ensure that they are returned in the proper quantity and the same orderly condition at the end of the event in which they were provided beforehand.
- d) The event organiser must compensate IMC Krems in full for any loss or damage beyond normal wear and tear incurred during or as a result of use.
- e) All costs for cleaning and the return of all interior and exterior facilities, such as artworks, paths, ponds, green spaces, etc., to their original condition that arise in connection with a particular event must be borne by the event organiser and will be invoiced at cost by the commissioned companies.

- f) IMC Krems may commission the rectification of damage connected with a particular event immediately and without the event organiser's approval. The event organiser must bear the costs for such rectification.

- g) Capacity  
The officially approved capacity must not be exceeded under any circumstances. The event organiser must use a counting system (ideally electronic) that constantly and clearly records the number of visitors. The authorities, IMC Krems or any regulatory body must be notified of the number of visitors at any given time upon request.

- h) Local residents and teaching operations  
The event spaces are part of Campus Krems, part of which is adjacent to residential properties. Appropriate consideration must be taken of students, visitors, other event organisers in the building, and local residents. In particular, the event organiser must ensure that students, other persons in the building, and local residents are not exposed to any disproportionate nuisance (e.g. due to disproportionate smell, noise, light, vibrations, etc.). Special care must be taken to avoid disturbance at night-time. If musical performances, background music, loudspeaker announcements or the like are planned at an event, IMC Krems must in all cases be consulted in advance, and the interests of local residents and teaching operations must be taken into account.

The event organiser also undertakes to refrain from playing music outdoors and to ensure that local residents are not exposed to disproportionate acoustic/noise emissions resulting from loudspeaker announcements outdoors for the entire duration of the event, including during set-up and breakdown. The event organiser will be solely liable for any breaches of this obligation.

The event organiser must indemnify and hold harmless IMC Krems, the property owner, FM plus and all other tenants of Campus Krems against any claims from local residents arising as a result of or in connection with the event in question.

If a report is made to the police or a complaint is made, IMC Krems reserves the right to intervene and where appropriate terminate the event immediately. This does not entitle the event organiser to enforce claims for damages or claims of any other kind against IMC Krems.

- i) Access and escape routes  
The event organiser must ensure that persons with whom it does not have a contractual relationship are prohibited from accessing rooms of Campus Krems users. The event organiser will be liable for any damages arising from a breach of this obligation.

All circulation routes, exits, entrances and escape routes must be kept clear at all times. Exits must be kept clear as far as the street.

j) Duty of inspection

Facilities will be handed over to the event organiser in flawless condition. If in the course of fulfilling its duty of inspection the event organiser identifies damage to the building and/or equipment, this must be reported to IMC Kreams in writing without delay. The start of set-up operations by the event organiser constitutes confirmation by the event organiser that the building and equipment are suitable and free from defects.

k) Instructions and fire safety

The event organiser must ensure compliance with the fire safety provisions of the applicable legislation, orders and directives, as well as other official regulations. The event organiser must appoint a fire safety officer. The instructions of the responsible IMC Kreams staff must be followed at all times and without exception. The event organiser does not have the authority to issue instructions to IMC Kreams employees.

Compliance with the annexes to the usage agreement – fire safety regulations (Annex 1), house regulations (Annex 2) and fire safety plan (Annex 3) – is obligatory.

IMC Kreams must be informed immediately in the event of fire and of official inspections.

The costs incurred as a result of a false fire alarm will be charged on to the event organiser.

Persons in violation of the IMC Kreams house regulations may be ejected from the hired property at any time.

In an emergency, or in the event of evacuation, all event participants must follow the instructions of the IMC Kreams staff present immediately and without exception.

l) Spot checks

The event organiser undertakes to comply fully with the applicable statutory safety regulations and those of IMC Kreams. IMC Kreams reserves the right to check compliance with these regulations at any time, and to enter the event spaces at any time in order to carry out such checks. Necessary staff costs incurred in this respect must be borne by the event organiser.

m) Use of the screens in the foyer

IMC Kreams charges a fee for use of the screens in the foyer. The relevant data must be provided to IMC Kreams at least one week before the event. The event organiser is responsible for the correctness of the content. IMC Kreams accepts no liability for any technical or other problems.

n) Waste disposal

IMC Kreams is responsible for the disposal of waste generated in the course of the event, provided that the event organiser complies with the regulations on waste separation and waste management.

The event organiser is responsible for the disposal of hazardous and bulky waste generated during the event, and during set-up and breakdown. Empties, as well as waste containers organised by the event organiser, must be collected by the event organiser, or their collection arranged by the event organiser, within 24 hours of the end of the event.

If the event organiser fails to meet this obligation, or does not do so in good time, IMC Kreams is entitled to invoice the event organiser for the resulting costs after they have been incurred.

o) Levies

The event organiser must pay any taxes, fees, levies and copyright fees (e.g. to the Austrian Society of Authors, Composers and Music Publishers [AKM] and the like) connected with the event properly and in good time.

p) Insurance

The event organiser must take out insurance with reasonable coverage, as required for the staging of the event (e.g. accident and third party liability insurance, etc.), and upon demand provide IMC Kreams with written proof of such prior to the event.

q) Items brought onto the premises, structures

The event organiser undertakes to notify and obtain the approval of IMC Kreams for any planned structures (exhibition stands, decorations, installations, etc.) at least two weeks before the start of the event.

The type, as well as the time of delivery and set-up must be agreed with IMC Kreams in advance.

The provided rooms, areas, fixtures and fittings, technical equipment, etc. must not be damaged. Structures must be set up by qualified personnel in compliance with all fire safety regulations and regulations of the event approval authorities (e.g. regarding escape routes, materials, etc.). The event organiser must bear all costs related to construction and dismantling.

Particular care must be taken to ensure walls are not damaged by the use of nails, adhesive tape, etc. Pyrotechnic and smoke effects and the like are not permitted. Throughout the property, when setting up items or tables that may cause damage to floors owing to their weight or nature, appropriate precautions must be taken and suitable underlays used. Metal elements must not come into direct contact with floors. Protective floor coverings must be used in all catering areas.

In the event of violations and consequent damage to the interior or exterior of the hired property, IMC Krems reserves the right to arrange rectification of such damage at the event organiser's expense. The event organiser bears the cost of removing all decorations, installations, uncollected items and the like. In the event that IMC Krems is required to perform such removal, the related costs will be invoiced to the event organiser.

- r) Items brought to the event and valuables  
IMC Krems accepts no liability whatsoever for the loss of or damage to equipment, other items and valuables brought to or left at the venue by the event organiser or its contractors, or participants or visitors. This also applies to instances of theft.

Attention is expressly drawn to the fact that the cloakrooms are unattended and publicly accessible. IMC Krems does not provide cloakroom services and is not obliged to monitor the cloakrooms. These do not form part of the usage agreement for the provision of rooms, areas, fixtures and fittings, technical equipment, etc.

- s) Technical faults  
IMC Krems regularly services its technical equipment, in particular audio-visual devices. IMC Krems does not provide any guarantee or warranty, or assume liability in respect of technical faults, disruptions of operations or disruptions of energy or water supply.

- t) Parking  
IMC Krems does not guarantee the provision of parking spaces for visitors to a particular event. The event organiser must ensure that all traffic on the site is restricted to the permitted areas and that the regulations at Campus Krems, including with regard to fire service access, are complied with. Direct vehicle access to the building for event organisers and guests is prohibited. If temporary access is required, e.g. for VIPs or exhibitors, this must be agreed with IMC Krems in advance. There is no legal entitlement of any kind to such special access rights.

In order to ensure smooth logistics processes, the event organiser must make suitable arrangements at its own expense and responsibility, in particular the provision of sufficient security personnel.

- u) Presence/availability  
For the entire period of use, the event organiser must ensure that it or an authorised representative, whose name must be provided to IMC Krems, is present and available at all times. In the event of non-availability, IMC Krems is entitled to arrange appropriate measures at the event organiser's risk and expense.

The authorised representative is deemed authorised to accept instructions from public authorities as well as other objections and declarations, including from IMC Krems and/or the owner and its representatives, that are binding on the event organiser. This also includes authorisation required by IMC Krems in relation to instructions that give rise to additional expenses for the event organiser in excess of the original order value.

In the case of additional use of the services specified and agreed in the usage agreement with regard to duration and scope, the fee will be calculated on the basis of the actual use of services and increased proportionally.

- v) Compliance with event times  
Strict compliance with the agreed event times is obligatory. If the agreed event times are exceeded, the costs for the additional time will be charged on to the event organiser. For organisational reasons, in the event of non-compliance, IMC Krems staff are authorised to intervene and end the event after expiry of the agreed event time.

- w) Obligation to clear the venue  
The provided rooms, areas, fixtures and fittings, technical equipment, etc. must be returned in an orderly condition by the time specified in the usage agreement.

If the event organiser plans to use the hired facilities or ancillary services for longer than agreed, proof must be provided that the necessary official permits have been obtained and the prior written permission of IMC Krems must be obtained. The costs incurred as a result of the extended period of use will be invoiced to the event organiser accordingly. If a breach of the event organiser's obligation to clear the venue affects or results in delays to previously agreed usage of the venue by a third party, the event organiser undertakes to indemnify and hold harmless IMC Krems against any damages arising as a result, and assumes full liability for any additional costs incurred by IMC Krems or third parties.

In the event of a breach of the obligation to clear the venue, the event organiser must also bear the costs of the venue being properly cleared.

- x) Repairs and repair costs  
Repair costs incurred as a result of damage to the building caused by the event organiser, its employees, contractors and visitors will be invoiced separately to the event organiser and are payable by the event organiser to IMC Krems. All repairs becoming necessary will be commissioned and carried out exclusively by IMC Krems.

y) Advertising, production and distribution of printed materials and promotional materials of all kinds

In all cases, any form of advertising in the facilities and the grounds of IMC Krems requires the approval of IMC Krems. The advertising material used must be submitted to IMC Krems prior to publication. IMC Krems is entitled to reject the planned publication, in particular when this threatens to affect the reasonable interests of IMC Krems. The event organiser's name or company name must appear on printed materials, posters, tickets, invitations, etc. in order to indicate that a legal relationship exists between event visitors and the event organiser, but not between visitors or third parties and IMC Krems.

z) Photographs

The event organiser is entitled to take photographs of the event for its own purposes or for use in general press releases. However, all applicable data protection and other legal provisions must be complied with by the event organiser on her\*his own responsibility. The publication of photographs that may harm the reputation of IMC Krems is not permitted.

IMC Krems is entitled to take photographs and make video recordings of the event and the event participants, and to use these free of charge for its own marketing purposes in consultation with the event organiser.

aa) Films, videos and sound recordings

The production of film and video recordings, recordings on sound recording media, and radio and TV recordings requires the prior written approval of IMC Krems.

bb) Consent to publication in the event calendar

The event organiser consents to the inclusion of the event staged at IMC Krems in the IMC Krems event calendar, which is published online, and in other listings, unless the event organiser revokes its consent within 14 days of conclusion of the usage agreement. At the request of the event organiser, a link to the event organiser's website can be included in the listing of the event in the event calendar.

cc) Lower Austria Events Act

Events subject to the Lower Austria Events Act will only be permitted if the event organiser registers the event with the relevant authority (Office of Public Safety and Order, Krems Municipal Council) and obtains the necessary permits. The event organiser is responsible for fulfilling all of the conditions attached to such permits. IMC Krems is entitled to inspect the relevant documents upon its request.

## 9. External contractors

a) The engagement of third parties (hereinafter also referred to as external contractors) by the event organiser requires the approval of IMC Krems. IMC Krems has the right to reject external contractors which it deems to be unsuitable for provision of the services in question. In such cases, such firms may not carry out work. The event organiser must ensure that any external contractors are aware of these terms and conditions and that external contractors conform with the regulations contained herein.

b) Sound, lighting and technical equipment

Sound and lighting is the sole responsibility of IMC Krems. If the equipment and facilities provided are insufficient, the event organiser must hire additional equipment as required. Such equipment may only be hired from companies authorised by IMC Krems; the event organiser is notified of such companies in the usage agreement. In this regard, the event organiser must conclude a separate agreement with one of the specified companies. The event organiser must contact said company and settle said company's invoice directly.

c) Catering services

Catering services in the hired facilities are provided exclusively by catering companies authorised by IMC Krems; the event organiser is notified of such companies in the usage agreement. In this regard, the event organiser must conclude a separate agreement with one of the specified companies. The serving of food and beverages brought to the event, or the serving of food and beverages by other individuals or organisations is not permitted.

Organisational requirements for any catering services arranged by the event organiser must be agreed with the authorised employees of IMC Krems.

d) Security

In the event that the event organiser commissions a security company to provide support, IMC Krems must be consulted beforehand (i.e. before the company is commissioned). The services to be provided by the security company before, during and after the event must be agreed in advance with the IMC Krems safety officer. In all events, the instructions of the IMC Krems safety officer must be followed without exception.

## 10. Miscellaneous

a) The event organiser undertakes to comply with IMC Krems' house regulations (Annex 1) and by signing the usage agreement confirms that it has read and understood them.

- b) All costs, levies, fees and taxes arising in connection with the event must be paid by the event organiser.
- c) If snow clearing is required at weekends, the event organiser will be invoiced additionally for this service.
- d) The event organiser assumes liability for compliance with all obligations arising from these terms and conditions by its authorised representative(s).
- e) It is possible that students will be present in the IMC Krems building during the event. The event organiser consents to this and is not entitled to eject students from the event location.
- f) Parking in front of the main doors and on green areas is strictly forbidden. Any deliveries must be made via the delivery entrance.

The event organiser consents to the automated processing and storage of personal data for the purposes of fulfilling the contract and for IMC Krems' marketing purposes, and declares that it has taken all of the necessary measures in this regard (in particular obtaining corresponding declarations of consent from employees and other persons affected). Any additional agreements or amendments to the usage agreement must be made in writing.

If any provisions of these terms and conditions are legally ineffective in part or in full, this does not affect the effectiveness of the remaining provisions.

The event organiser is not entitled under any circumstances to use IMC Krems' industrial property rights, in particular word marks and/or figurative marks with letters, for its own purposes during and/or after the event without the prior written approval of IMC Krems.

#### Place of jurisdiction

It is agreed that Austrian law applies, to the exclusion of its conflict of laws and reference provisions and the UN Convention on Contracts for the International Sale of Goods, and that the competent court in 3500 Krems, Austria has exclusive jurisdiction.

#### Annex 1: Fire safety regulations

#### Annex 2: House regulations

#### Annex 3: Fire safety plan

Last updated March 1<sup>st</sup> 2023