

TERMS OF RENTAL

for rooms and side rooms in the Congress Center Villach and Holiday Inn Villach

1. The rooms will be provided by the Landlord in accordance with the services agreed in writing. The Renter (organizer) will be permitted to use the rooms only at the agreed time and for the agreed purpose. The rental of the rooms will only be effective after countersignature by the Congress Center Villach GmbH of the Rental Agreement signed by the Renter and after payment of the deposit payment prescribed. Signing and returning the Rental Agreement by the Renter has to be made within two weeks after receipt of the Rental Agreement. In the case that certain dates are noted or mentioned in advance, without a written Rental Agreement, this will not entitle the Renter (organizer) to assert any legal claims in this connection. The rental of rooms at certain times will not automatically entitle the Renter to assert the right to rent them at the same times in the future.
2. The Landlord can withdraw from this Agreement without notice after signing it under the following circumstances:
 - a) should the Renter (organizer) fail to make the agreed payment by the required date (see Point 15);
 - b) should proof concerning the fulfilment of the obligations stipulated in Point 10 of these Terms not be submitted at the Landlord's request;
 - c) should any facts become known to the Landlord indicating that the planned event is in violation of existing laws;
 - d) should the planned event pose a threat to public law and order and safety;
 - e) should it be impossible to make the rented rooms available, due to force majeure or to technical faults or the breakdown of equipment.None of the above circumstances will entitle the Renter to assert any claims for damages against the Landlord.
3. The Renter (organizer) can unilaterally withdraw from the Rental Agreement, exempt from charges up to the 181st day prior to the date for which the rooms have been booked. From the 180th to the 91st day prior to that date 25 % of the net rental fee, from the 90th to the 31st day, 50 % of the net rental fee and from the 30th day prior to that date, 100 % of the net rental fee will be charged to the Renter's account as a cancellation fee.
4. The Renter/organizer/exhibitor may bring exhibits, fixtures and fittings, decorations, devices, backdrops and the like, onto the premises of the Congress Center Villach and/or Holiday Inn only with the prior written consent of the Landlord. Should such objects be brought onto the premises, all technical safety regulations, and, above all, building, fire and police regulations, must be observed thereby. The Landlord hereby expressly declares that he will accept no liability whatsoever for any goods and property that the Renter may bring onto the premises, and furthermore declares that he, the Landlord, will take out no insurance policies of any kind to cover such goods and property. The Renter/organizer/exhibitor will, however, be liable for any goods and property he brings onto the Landlord's premises, should any physical injury to the Landlord's staff or damage to the Landlord's property result thereby.
5. Assembly work is only permitted from the agreed time. Dismantling work must be completed by the agreed time. Should the dismantling work not be completed by the agreed point in time, or should it be obvious that it will not be completed by that time, the Landlord will be entitled to have the objects brought in by the Renter removed at the Renter's (organizer's) expense and risk, and/or to present the Renter with a bill for the time by which the contractually agreed time has been exceeded.
6. Any technical facilities and equipment may only be put into operation and operated by the personnel of the Congress Center Villach or by third parties commissioned to do so by the Landlord. The Landlord will accept no liability for the failure of any facilities, for operational breakdowns or for any other occurrences that may affect or interrupt the event.
7. During the event, the Landlord will supervise the rented rooms. His instructions in all matters concerning the House Rules must always be obeyed. Transparencies, posters, advertising stickers and the like may be attached to the surfaces provided for them only with the approval of the Congress Center Villach GmbH.
8. The usher service and room control for the purpose of maintaining order and ensuring the smooth flow of people, at the beginning, at the end, and during the event will be carried out by the Landlord's personnel (ushers). The Renter (organizer) will be responsible for ensuring that the seating facilities are not changed either before or during the event. The number of visitors stipulated by the authorities may not be exceeded through any measures taken by the Renter (organizer). Only entrance tickets approved by the Tax Office of the Municipality of Villach may be used.
9. The catering for all events at the Congress Center Villach can only be carried out through the contracted catering partners at the Congress Center Villach.

It is also forbidden for the Renter (organizer) to invite photographers, flowersellers or other tradesmen to ply their trade at his events without obtaining the prior consent of the Landlord.

The distribution or hanging of advertising posters, leaflets, etc., either before or during events, is only permitted with the consent of the Congress Center Villach GmbH.
10. The Renter (organizer) must fulfil any legal obligations in connection with his event and obtain the required permits from the authorities in good time. Proof that these obligations have been fulfilled must be provided on request before the event.
11. Admission must be granted to the controlling bodies and inspectors of the public authorities at any time. Organizers must register every event, without exception, with the Austrian performing rights body (AKM) and pay its fees.
12. The Renter (organizer) must pay the Landlord an extra charge for expenses in return for the provision of unusual services or cleaning costs, even retroactively if necessary. The same shall apply should the Landlord be required to perform additional, originally unplanned, services.
13. The Landlord shall be liable only within the limits of the liability that is legally incumbent upon him due to his function as the proprietor of the building and its grounds.
14. The Renter (organizer) shall be liable for the following:
 - a) Any damage that may occur to the building or to furniture and fittings in connection with the event, even if the said damage is caused by the audience at the event, or by the participants or staff working on the stage or in the cloakrooms.
 - b) Any damage caused through the bringing in, the assembly or the dismantling of outside facilities and objects, or through the putting up or removal of decorations.
 - c) Any consequences arising from the Renter's (organizer's) illegally exceeding the maximum number of visitors stipulated for the event (see Point 8).
 - d) Any consequences arising from the inadequate staffing of the usher and room checking service, provided this is provided by the Renter himself after explicit approval by the Congress Center Villach GmbH.
 - e) Any accidents that may befall the Renter's (organizer's) own staff and/or the artists and assistants who are employed by the Renter (organizer), both during the preparations for the event and at the event itself, due to the nonobservance of safety and police regulations, of the stipulations of these Terms of Rental or due to inattention or to the nonobservance of the House Rules.
15. We want to expressly draw the Renter's attention to the fact that the rental fee must be paid before events take place. Should the stipulated rental fee not have been paid by this date, the Congress Center Villach GmbH will be entitled to choose between the following two options:
 - a) to withdraw without notice from the Rental Agreement, in accordance with Point 2 a of these Terms of Rental,
 - or
 - b) to allow the event to begin only after the stipulated payments have been made. In the case of the resulting delay or cancellation of the event, the Renter (organizer) shall not be entitled to claim compensation of any kind.
16. We should like to point out that, for all events taking place at the Congress Center Villach, staff tickets must be given in to the Congress Center Villach 8 days before the date when the event is due to begin. Any staff tickets that are not needed may not be sold by the Renter (organizer). The number of staff tickets is shown on the commissioned room plans.
17. All taxes and duties relating to the event, particularly fees connected with the Rental Agreement, must be paid by the Renter (organizer).
18. Any agreements that differ from the terms of this Rental Agreement must be in writing in order to be valid.
19. Any disputes arising hereunder will be settled before a competent court in Villach.