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General Terms of Business for Room Rental of Fachhochschule Vorarlberg GmbH (FHV)

Preamble

FH Vorarlberg – abbreviated to “FHV” in the following – is considered among the most important academic education institutions in the region, with more than 1,000 students.

The provision of rooms does not therefore concern a primary task of FHV. FHV performs such activities exclusively in accordance with and on the basis of the applicable General Terms of Business for Room Rental. This is also in order not to impair the tasks and objectives defined in the guidelines in any manner whatsoever, even if only to some degree. Therefore, each event organiser accepts that room rental may only be conducted exclusively in accordance with these General Terms of Business.

1 Validity of the General Terms of Business for Room Rental

- (1) The following General Terms of Business apply exclusively to room rental at FHV. Our contracting partner is henceforth referred to as the “Renter” or “Contracting Partner”. These General Terms of Business are binding for all current and future business correspondence with the Contracting Partner, even if no express reference is made hereto.
- (2) Arrangements in deviation or supplement to these General Terms of Business – in particular the general terms of business or purchasing conditions of the Contracting Partner – shall only become a contractual component if FHV expressly confirms their application in writing.

2 Rental object

- (1) The agreed room shall be entrusted to the Renter in an orderly condition for the duration of the rental period at the agreed price.
- (2) The Renter is obliged to disclose any complaints upon handover of the room. If no complaints are recorded, the room shall be considered handed over without fault.
- (3) FHV reserves the right to carry out a joint inspection prior to the start and/or after the end of the rental period.

3 Change of the room provided

- (1) FHV is also permitted after contractual conclusion to provide the Renter with another equivalent room instead of the chosen room.
- (2) The Renter is not permitted to derive claims against FHV on the basis of the change of room; in particular, the Renter is not permitted to assert compensation or price reduction claims or exercise a right of termination.

4 Use

- (1) As a rule, FHV provides the room with the equipment offered in each case.
- (2) Any additional technical equipment must be provided by the Renter. The Renter shall likewise ensure the professional technical maintenance of such equipment at its own cost. FHV shall accept no liability or provide any guarantees whatsoever for the functioning of technical equipment, which the Renter provides.

- (3) In the event of the provision of technical equipment by FHV, a technology check shall be performed upon request by a responsible FHV employee around one hour before handover of the chosen seminar room. FHV provides no guarantee that the technical equipment available in the room is compatible with the ICT technology brought in by the Renter.
- (4) The Renter must also ensure that participants of their event only use the assigned or rented room and common areas only insofar as this is necessary for the specific event and has been agreed with FHV.

5 Handover of the room

FHV is obliged to provide the room by the agreed time in a clean condition.

6 Special provisions due to the coronavirus crisis/force majeure

- (1) The Renter is obliged to observe the rules, laws, regulations and other provisions that currently apply due to the coronavirus crisis and to take the necessary measures.
- (2) It is the responsibility of the Renter to check the room offered by FHV with respect to whether it complies with the current coronavirus provisions (such as whether sufficient safety distance can be maintained, room size, disinfectant possibility etc.). Moreover, the Renter must ensure that their planned event is permissible and allowed in light of the currently applicable coronavirus provisions (such as number of visitors, safety distance etc.). The Renter is obliged to obtain any necessary permits from district authorities in advance.
- (3) FHV accepts no responsibility or liability whatsoever for compliance with such provisions. The Renter is solely liable for any violations of applicable coronavirus provisions as a result of room use/the event; the Renter shall indemnify and hold harmless FHV in this respect.
- (4) The Renter is obliged to document the event participants in order to trace contact with FHV employees in the event of an infection.
- (5) The Renter undertakes to inform FHV promptly upon discovering a Covid-19 infection, which occurs during room use/the event or among the event participants or their relatives.
- (6) The Renter is required to inform the event participants with respect to the safety and hygiene provisions currently applicable at the FHV premises and to ensure their compliance. This information can also be found on posters throughout the FHV premises.
- (7) Insofar as FHV is unable to provide the room at the agreed time due to force majeure or another serious reason (such as the coronavirus pandemic and the associated provisions), the contract shall be cancelled and any payments made shall be refunded. No further claims to compensation shall arise. Force majeure or another serious reason may already exist if, from the perspective of FHV, it appears appropriate to take corresponding measures based on its duty of care towards employees, staff or students etc. or based on state or official recommendations.

7 Return

The Renter is obliged to return the room to the state in which it was provided. Lights and electric devices (such as projectors) must be switched off and windows must be closed. The Renter undertakes to dispose of any waste/refuse using the waste systems provided.

8 Provision of the room to third parties

Without exception, any full or partial provision whatsoever of the rented room to third parties is only permitted with the express written consent of FHV.

9 Objects brought in

- (1) In any event of theft, loss or damage of objects brought in – whether concerning the objects of the Renter or the event participants – FHV accepts no liability. In particular, FHV accepts no liability for any technical equipment brought in as well as general supply equipment organised by an external company. The Renter is responsible for concluding special insurance.
- (2) Moreover, FHV accepts no liability for garments or objects deposited in the cloakroom.

- (3) The liability of FHV is likewise expressly rejected for any valuables brought in as well as parked motor vehicles (such as for damage, theft etc.).

10 Decoration

- (1) The installation of decorations in the rented room is only permissible subject to the condition that neither the decorations themselves nor their installation or removal damage the room.
- (2) In the case of any damage, the Renter shall be liable towards FHV for the costs of professional repairs or replacement procurements in the full amount and without deductions.
- (3) Installation must be performed by competent personnel in coordination with FHV; all installation work shall be overseen by a person appointed by FHV for this purpose.
- (4) The Renter is expressly obliged to observe all statutory and, above all, fire safety provisions and in particular to keep all emergency exits and doors completely clear at all times.
- (5) All costs incurred in connection with the procurement, production, installation and removal of decorations shall be paid by the Renter.

11 Music

- (1) Should the Renter use/play/present music during the event, the necessary registrations of the event with AKM and with respect to entertainment tax must be obtained in good time and the confirmed forms presented to FHV no later than seven workdays (Monday to Friday) before the event.
- (2) Any AKM contributions and costs as well as entertainment tax (festivity tax) and all other costs incurred in connection with the event, including fees and duties, must be paid by the Renter.
- (3) In the event that action is taken against FHV due to unpaid AKM contributions and costs, entertainment tax, other costs incurred in connection with the event, fees or duties or associated fines, the Renter undertakes to completely indemnify and hold harmless FHV in this respect.

12 Cancellation of an event by FHV

- (1) According to the following conditions, FHV is permitted to immediately terminate an event, even if the event is still in progress:
 - If the event endangers the smooth operation of FHV
 - If the reputation or safety of FHV is endangered
 - In the event of force majeure or if necessitated by an exceptional situation
 - In the event that official or statutory room capacities are exceeded
 - If FHV may incur a damage or disadvantage if the event otherwise continues
- (2) In these cases, any claims to compensation whatsoever on the part of the Renter are excluded.

13 Provision costs

In the event that the room is required for longer than defined in the contract, FHV is permitted to charge additional provision costs for the room for the extended period of time in proportion to the agreed room rent.

14 Prices and payment conditions

- (1) The prices of FHV for room rental are stated in euros.
- (2) Any fees and taxes must be borne by the Contracting Partner.
- (3) The amount of the prices and the payment modalities shall be agreed separately in each case. Invoices are payable immediately without deduction.
- (4) In the event of payment default, commercial default interest shall be charged in accordance with the Commercial Code (UGB); a lump-sum amount of EUR 40.00 shall be charged for dunning and collection expenses.
- (5) In the case of qualified arrears, FHV is permitted to withdraw from the contract after setting a subsequent period of three days.
- (6) The remuneration for special services shall be agreed individually in writing.

15 Cancellation by the Renter

- (1) Cancellations exclusively require the written form (email and fax are permitted) without exception. Cancellations by phone are not valid and shall not be accepted.
- (2) No costs at all shall be charged for cancellations up to and including 30 workdays prior to the start of the event (first day of the event).
- (3) For later cancellations, FHV is permitted to charge a flat-rate compensation for expenses:
In the case of cancellations no later than 14 days prior to the planned start of rent, 30% of the agreed room rent; for cancellations no later than one week prior to the planned start of rent, 50% of the agreed room rent. For later cancellations, the full agreed room rent is payable.

16 Material defects, guarantee and liability

- (1) The Renter is liable for material damages and personal injuries including consequential damages (financial damages), which are caused by the Renter, their agents or visitors during the rental period or as a result of violations of the provisions of the applicable General Terms of Business. The Renter is obliged to indemnify and hold harmless FHV with respect to all compensation claims asserted by third parties in connection with the event.
- (2) Claims on the part of the Renter to compensation are excluded, unless the damage is attributable to intent or gross negligence on the part of FHV or its employees.
- (3) Claims to compensation due to financial damages are excluded.
- (4) FHV shall likewise only accept liability for the failure of any equipment, operating disruptions and other incidents that impair use of the rented room in the case of intent or gross negligence. Moreover, FHV shall not accept liability towards the Renter for indirect damages, loss of earnings, interest rate losses, omitted savings or consequential and financial damages, nor for third-party claims as well as the loss or data and programs and their recovery.
- (5) The Renter must report any damages incurred to the room or equipment to FHV, which are caused by the Renter or their visitors or are otherwise incurred.

17 Offering of goods

The express written consent of FHV is required for any event of a sales nature.

18 Meals and beverages

The Renter is permitted to conclude contracts for the delivery of meals and beverages for the event with the canteen of FHV or an external caterer. The scope must be discussed with FHV in advance. The Renter must ensure that all crockery and leftover food and beverages are collected again and cleared.

19 Domiciliary right

The commissioned persons of FHV must be permitted access to the rented room at all times and their instructions followed.

20 House rules and fire safety provisions

The Renter is obliged to observe the house rules and the fire safety provisions of FHV.

21 Jurisdiction and choice of law

- (1) In order to resolve any disputes arising from a contract on room rental including such disputes concerning its existence or non-existence, the exclusive competence of the appropriate local courts at the registered address of FHV shall be agreed.
- (2) The contract is subject exclusively to the law of the Republic of Austria with the exclusion of the national and European conflict-of-law rules.

22 Severability clause

Should a provision of these General Terms of Business be or become legally invalid or unenforceable in whole or part, this shall not thereby affect the legal validity of all other provisions. FHV and the Contracting Partner shall replace the legally invalid or unenforceable provision with a valid and enforceable provision, which comes as close as possible to the content and purpose of the original legally invalid or unenforceable provision.

23 Miscellaneous provisions

- (1) Amendments or supplements to a contract require the written form. This also applies to the amendment of the clause on the written form.
- (2) In the event that the interpretation of a provision of these General Terms of Business is required in a court proceeding, the parties expressly agree that Section 915 of the Civil Code shall not be applied and therefore any unclear statements shall not be interpreted to the disadvantage of FHV.

24 Offsetting

Offsetting against claims of FHV with counter-claims of any kind is excluded.

As at 16 June 2020