

GENERAL TERMS & CONDITIONS for Events

Preamble / Introductory Provisions

These General Terms and Conditions (T&C's) for events of Palais Coburg Residenz GmbH (PCR) form an integral part of the agreement concluded with the Organizer (OA). Any differing terms are invalid. If any provision is or becomes invalid or unenforceable, the remainder of the agreement remains unaffected. By signing, the OA accepts these T&C's and undertakes to comply with all applicable trade and legal regulations, assuming liability for compliance. Deviations proposed by the OA are effective only if confirmed in writing by PCR. Oral, telephone, or informal arrangements—whether written or oral—with PCR representatives are binding on PCR only once confirmed in writing by PCR. Any statements made before PCR sends the contract to the OA are informational only and do not constitute a binding contract. PCR may engage third-party service providers (e.g., florists, technical partners) to fulfil the agreement, and the OA expressly agrees to this; PCR is authorized to collect payments on behalf of such third parties. The contract is formed only upon countersignature by PCR. The premises are historic and of high value (partly subject to heritage protection); the OA undertakes to use them with utmost care (e.g., avoid metal heels in state rooms).

1. Prices and Price Changes

All prices are stated in Euros. Unless agreed otherwise, quoted prices are inclusive of all taxes and charges per current price lists or individual agreement. Any price changes resulting from taxes or public charges are borne by the OA; any new statutory levies will be added to the contract price

2. Guaranteed Number of Participants

Upon signing, the OA guarantees a minimum number of participants, which serves as the minimum chargeable figure. If attendance increases, the actual number will be charged; increases require written reconfirmation by PCR. Free reductions from the originally agreed minimum are possible as follows:

Up to 60 days before the event: free reduction up to 20%

Up to 30 days before the event: free reduction up to 10%

Up to 14 days before the event: free reduction up to 5%

From 13 days prior to the event, the last reported number is binding and fully chargeable

3. Event Cancellations

Cancellations by the OA must be made in writing to PCR. The following cancellation fees apply (based on the agreed total price or minimum revenue) from contract signature to:

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|----------------------------------|--------|
| 180 days prior to event date: | no fee |
| 179–90 days prior to event date: | 50% |
| 89–30 days prior to event date: | 80% |
| 29 days prior to event date: | 100% |

The fee is calculated from the total price stated in the contract and is not subject to judicial moderation. If a free right of withdrawal within a defined period is granted to the OA, PCR has a corresponding right to withdraw free of charge during that same period.

4. Rental of Rooms and Event Spaces

- a. PCR undertakes to provide the rooms specified in the contract under the agreed terms and times. Room changes remain reserved if reasonable for the OA considering PCR's interests.
- b. If the OA uses the premises beyond the agreed time, PCR may charge additional standby/availability costs.
- c. The OA may not transfer the rooms - wholly, partly, or for any time period- to third parties (e.g., subletting or within events booked with the OA) without prior written consent from PCR.
- d. Authorities, inspectors, and PCR staff/representatives must be granted access at any time.
- e. All advertising measures naming Palais Coburg require PCR's written approval (e.g., posters, programs, mailings); only the approved denomination may be used. Use of the hotel name or logo in media or print requires prior written approval, if PCR was not informed in advance, PCR may cancel the event.
- f. All deliveries sent or brought to PCR by the OA or third parties must be announced in advance, PCR may determine the delivery time and may refuse inadequately labelled or duty-payable shipments. Storage until the event is free of charge; PCR accepts no liability for completeness, damage, or theft and is not obliged to conduct spot checks.

5. Service (Staffing After Hours)

PCR will provide staff after the agreed event time as needed. After 00:00 (midnight), PCR will charge the hourly rate per staff member stated in the contract. On Sundays and public holidays, a 100% surcharge applies.

6. Technical Work

If technical work is required for the event, PCR will arrange for this—including via external firms—and charge the OA for the resulting costs.

7. Valuables

Valuables (e.g., machinery, works of art, cash) brought by participants are never covered by PCR's liability. The OA bears the risk for all items brought in by the OA or third parties; PCR's liability is excluded.

8. Music

If the OA plans musical performances, the OA must register them with the AKM (Austrian performing rights society) in due time; all related costs are borne by the OA. The OA must ensure appropriate volume for the premises and shall indemnify and hold PCR harmless from any AKM claims.

9. Food and Beverages

Bringing food and beverages is generally prohibited and requires PCR's written consent. Service fees apply to any items brought in; PCR assumes no liability for such items.

10. Decoration

Bringing and installing self-supplied decorations requires PCR's written consent in all cases. No damage may be caused to the rooms; installation must be performed by qualified personnel, observing all fire safety and legal requirements; any fines are borne by the OA. All production and dismantling costs are at the OA's expense. Furniture such as dance floors or stages will be charged separately as agreed.

All decorations must be removed immediately after the event. PCR may, by arrangement, store small quantities for up to 48 hours; thereafter, uncollected decorations/furnishings will be disposed of at the OA's cost.

11. Liability

The OA is liable for damage or heavy soiling caused by guests, employees, or agents and must fully compensate PCR. The OA must maintain adequate insurance cover for all

damages attributable to the OA. PCR does not assume liability for any items brought in in case of loss or damage. PCR accepts no liability for technical disruptions, notably internet connectivity issues, or interruptions/disturbances in power/water supply or operational disruptions of any kind.

12. Termination by PCR

PCR may terminate the contract in writing at any time if:

- a. Agreed advance payments are not received on time;
- b. PCR has good reason to believe the event could disrupt operations, endanger safety, or damage PCR's reputation, without being attributable to PCR's sphere of control;
- c. Performance is impossible due to force majeure, strikes, or other circumstances not attributable to PCR;
- d. Insolvency proceedings are opened over the OA's assets or are rejected for lack of assets;
- e. Required official permits are not submitted or the event is prohibited by authorities;
- f. The purpose or occasion of the event is unlawful.

If PCR withdraws on these grounds, the OA must compensate damages including lost profits; any liability of PCR is excluded.

13. Advance Payments

An advance equal to the entire room rental or conference package is due upon contract conclusion, unless agreed otherwise in the offer.

Further advance: 90 days before the event: 100% of the contract sum.

PCR may request additional advances if later detailed arrangements add services, third-party offers, or significantly deviate upward from the original scope or amount; PCR will notify the OA in due time and invoice the additional costs.

14. Gratuity Policy

On food and beverage revenues, a voluntary gratuity of 5% may be shown. This is guidance only and not binding on the OA. The OA may opt out at any time; in that case no gratuity will be included on the invoice.

15. Invoicing

Invoices are payable within 8 days of receipt. PCR's prices generally include VAT. For late payment, PCR charges default interest of 5 % above the ECB base rate (6-month Euribor).

Bank details:

Raiffeisenlandesbank Oberösterreich

IBAN: AT48 3400 0000 0715 5385

BIC: RZOOAT2LXXX.

16. Place of Jurisdiction

The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract is the competent court for Vienna's 1st District.

17. Personal Data

PCR processes the OA's personal data. Further information is available at www.palais-coburg.com/en/privacy-policy.

For safety, all rooms are under video surveillance, the OA consents to storage of the footage for the statutory retention period.

18. Completeness and Accuracy of Data

The OA must provide complete and accurate information upon contract conclusion and is liable for any costs PCR incurs due to incorrect, incomplete, or unclear data. The OA must promptly notify PCR in writing of any changes (name, address, domicile). If the OA fails to do so, any notice sent to the last provided address is deemed properly delivered.