

## General Terms and Conditions for Event Venue Hire

### 1. Hired venue

Any agreement with the Austrian National Library on the use of premises for hosting events shall refer exclusively to the rooms specified in the relevant offer made by the Austrian National Library as well as any equipment made available optionally in accordance with a given offer, provided that such option is accepted by the user. Any additional use of premises or equipment beyond what is agreed shall require separate advance agreement and shall generally be subject to extra remuneration. No rights and obligations under this agreement may be transferred or assigned to third parties.

### 2. Conduct

The hired venue shall be treated with due care and in line with the relevant instructions on use and exclusively for the purposes agreed upon. Modification of, or interference with, the hired venue of any kind whatsoever shall be prohibited. This includes, without limitation, the use, mounting, attachment, or application of fastening elements, coats of paint, spraying etc. The -> [Museum Rules](#) shall apply mutatis mutandis, in particular the clause on 'Conduct on museum premises'. Smoking (including e-cigarettes) and open fire (e.g. candles) is strictly prohibited in all premises of the Austrian National Library.

### 3. Library supervisory staff

At least one supervisor must be present throughout the entire set-up and tear-down process. During the event, the number of supervisors that must be present shall be governed by the type and size of the event and any regulations issued by a public authority and the Austrian National Library pertaining thereto (see 'Official requirements and permits'). Instructions given by supervisors must be strictly adhered to. If supervisors suspect a danger to persons, objects or premises, they shall be authorised to take any and all necessary security measures, which may include evicting individuals from, or denying them access to, the event or even terminating the event. In such a case, the hirer shall expressly waive the right to assert financial claims against the Austrian National Library.

### 4. Outside vendors

Use of the services of outside vendors (e.g. catering, see House Rules Catering as attached) shall be subject to prior agreement with the Austrian National Library. The hirer shall be liable to ensure strict compliance with any rules as may be applicable.

### 5. Installations and utilities

Escape routes and emergency exits must be kept clear at all times and shall be used only in case of danger. Any installation of new, or modification of existing, technical facilities shall be prohibited on principle without prior consultation. The mounting of any structures shall be prohibited, unless authorised by the Austrian National Library. The Austrian National Library shall not be liable for the uninterrupted functioning of the installations and utilities made available by it (such as lifts, power supply, lighting, wifi) and shall accept no liability in this respect.

### 6. Official requirements and permits

As the event organiser, the hirer shall be solely responsible, at his own expense, for compliance with all applicable legal requirements, in particular – as and when applicable – those prescribed by the Vienna Events Act 2020 (*Wiener Veranstaltungsgesetz, Wr. VG*, see sections 22 ff, Wr. VG), and, in relation thereto, with obtaining all permits required to stage the event and complying with the official information obligations in a timely fashion. The hirer shall therefore ensure that events requiring registration or notification are registered or notified with the competent municipal authority.

The hirer shall present and submit proof to the Austrian National Library of all required permits having been obtained and all official requirements having been complied with, without specifically being asked to do so.

If works of literature, music or other copyrighted sources are performed during the event, the hirer shall register them with the holder/administrator of rights and/or the responsible copyright society (e.g. AKM) and meet all requirements.

During use of the venue, the hirer shall ensure that a representative named in advance to the Austrian National Library is present and also authorised to accept, on behalf of the hirer, any declarations or statements made and instructions given by public authorities.

### **7. Youth Protection**

The provisions of the Vienna Youth Protection Act (*Wiener Jugendschutzgesetz*) as amended shall be complied with.

### **8. Insurance**

The hirer shall obtain, at their own expense, public liability insurance for events, covering damage to property and bodily injury, including death, with adequate coverage, and provide proof thereof to the Austrian National Library no later than one week before the event without having been requested to do so.

### **9. Liability**

Any and all claims for damages by the Austrian National Library arising from the venue hire shall be settled exclusively with the hirer, regardless of whether insurance has been obtained or third parties are at fault for causing loss or damage. The hirer shall be liable for any loss and damage and for other than ordinary wear and tear of the hired venue suffered in the context of the event, regardless of whether or not the fault therefore lies with the hirer. This shall apply also to cost incurred as a consequence of an alarm being triggered by the event organiser, any contracted outside vendors, employees or guests; any cost caused in this respect shall be borne by the event organiser.

Unless the event organiser notifies defects in the hired venue when first having use of the venue, it shall be assumed that the hired venue was in perfect condition.

Any cost incurred for restoring the hired venue to its original condition shall be charged to the hirer. Regardless of the existence of insurance, the hirer shall be liable for any damage inflicted on building structure and equipment even if such damage was caused by any subcontractors of the hirer. If the hirer is not the event organiser, the event organiser shall be jointly and severally liable together with the hirer; the hirer shall in such cases submit a statement by the event organiser in which said event organiser undertakes to assume all of the agreed rights and obligations jointly with the hirer and to accept joint and several liability with the hirer.

The Austrian National Library shall be liable only for loss or damage caused by itself or by persons employed or contracted by it; liability for slight negligence shall be excluded, unless in the case of personal injury.

### **10. Safety and security**

The Austrian National Library shall not accept any responsibility for the safety and security of persons or objects introduced or brought into to the premises of the Austrian National Library by the hirer or third parties in the course of preparing or staging the event. Routine measures implemented by the Austrian National Library in an effort to prevent unauthorised access to the premises of the Austrian National Library shall not be reinforced during the course of an event being hosted. It shall be incumbent upon the hirer to take appropriate measures, at their discretion, to ensure the safety and security of persons, objects or valuables introduced to or brought into the venue.

When renting out the premises, the Austrian National Library shall not be responsible for securing any objects introduced by the hirer. The Austrian National Library shall not be liable

for such objects, in particular it declines any liability as a depositary. The standard routines enforced by the Austrian National Library against unauthorised access to its premises and the monitoring of doors and windows will not be stepped up for the duration of cooperation.

#### **11. Tear-down**

Any objects introduced or brought into the venue shall be dismantled and removed in a timely fashion at the hirer's expense. If the time frames agreed for dismantling are not met, the Austrian National Library shall have the right to have the necessary measures carried out at the expense of the hirer.

#### **12. Force majeure**

In cases of force majeure (fire or other incidents directly affecting, but outside the sphere of responsibility of the Austrian National Library), the Austrian National Library reserves the right to cancel the event. The hirer expressly agrees to waive any claim for damages in such an event.

#### **13. Rescission**

The Austrian National Library shall have the right to rescind the agreement for good cause giving reasonable notice as appropriate. The following shall, without limitation, be deemed good cause, regardless of whether the hirer is at fault or not

- a) Breach of the venue hire agreement
- b) Non-compliance with requirements under statutory provisions applicable to the organising of events, instructions by public authorities, conditions under conservation of monuments rules or safety and security instructions
- c) Use of the premises for purposes other than those agreed upon
- d) Failure to meet agreed payment deadlines
- e) Instigation of insolvency proceedings in respect of the hirer's assets.

#### **14. Terms of payment**

All invoices shall be made out by the Austrian National Library on a separate invoice form, thereby becoming due and payable. The invoice amount shall be paid within 14 days without any deductions being applied (e.g. discounts for early payment). Dunning fees and default interest shall be charged additionally if payments are not made in due time.

#### **15. Indemnification**

The hirer shall indemnify and hold the Austrian National Library harmless with respect to any and all claims asserted by third parties against the Austrian National Library arising out of this venue hire arrangement, including, without limitation, for failure to obtain official permits or insufficient compliance with requirements imposed by public authorities.

#### **16. Jurisdiction**

Any agreements entered into by the Austrian National Library on the use of library premises for hosting events shall, without exception, be governed by Austrian law. Legal frameworks such as the Vienna Events Act (*Wiener Veranstaltungsgesetz*) shall be complied with by the contracting party independently and on their own responsibility, as applicable. The venue for all disputes arising out of this venue hire agreement shall be the court in Vienna which has subject-matter competence.