

WU (Vienna University of Economics and Business)

General Terms and Conditions for the Use or Lease of Rooms at WU,
in effect as of May 11, 2017, until revoked

Preamble

WU (Vienna University of Economics and Business) undertakes to provide rooms and spaces for events on campus, when availability and its own requirements allow.

These Terms and Conditions for the Use or Lease of Rooms at WU apply to all of WU's rooms and exterior grounds, as well as to both in-house and external events.

Rooms can only be used or leased if it can be ensured that WU's regular teaching, research, examination, and administrative activities will not be disturbed.

Vienna University of Economics and Business' campus in the 1020 Vienna district has introduced an environmental management system according to the ISO 14001 and EMAS VO norms. Environmental conservation and sustainable behavior are an integral part of WU's corporate policy. For this reason, we also expect event organizers to conform to sustainable, energy and resource saving standards.

No legal claim to use or lease of WU rooms exists. WU can reject any request to use or lease rooms without stating reasons.

Compliance with the WU House Regulations and Fire Safety Regulations, all relevant legal and official requirements, and any instructions provided by the WU Campus Management staff is required. Please see the last page of these Terms and Conditions for a list of relevant documents.

The WU Security and Event Management office is the main contact with regard to events at WU, hereinafter referred to as SEM.

Definition of Terms

1. Use or lease

- (1) Subject to availability, rooms at WU can be used or leased for:
- Academic, cultural, charitable, or commercial events held by external persons or organizations or private events held by WU staff members – pre-set rental fees apply (price list for external events¹)
 - Any service costs accrued during the event (audio-visual equipment support, laying electrical cables, staff for security, cleaning, maintenance, etc.) and rental fees for furnishings and equipment are borne in full by the event organizers.

Not subject to rental fees

- WU events, i.e. events organized and held exclusively by WU faculty or staff as part of their professional activities at WU or by WU organizational units, and study-related students' union (ÖH) events of an informational nature
- Academic events organized exclusively by WU faculty, staff, or students or by WU organizational units to which invitations are issued solely in WU's name (any cooperation partners involved are limited to financial support/sponsoring²)
- Academic events held by WU faculty, staff, or students or by WU organizational units organized in cooperation with other universities or academic institutions
- Study-related students' union (ÖH) events of an informational nature held in cooperation with partners restricted to financial support/sponsoring only

Subject to in-house rental rates

- Events in which WU faculty or staff are involved as part of their professional activities at WU or in which WU organizational units are involved (in cooperation with one or more partners acting as co-organizers)

¹ See WU price list for external events (German): <https://short.wu.ac.at/3ctz>

² Cooperation is defined as restricted to sponsoring/support when the event is organized solely by WU and WU bears all responsibility for the event content, particularly events for which the cooperation partner has provided only financial support and has no influence over the event's organization or program. This is communicated mainly by mentioning the cooperation partner on the event invitation or program as a sponsor/supporting institution. If the cooperation partner does not want to be mentioned in connection with "sponsored by...", "made possible by the support of...", or similar phrases, the partner's logo can be printed on the program or invitation with no further comment.

- Study-related students' union (ÖH) events of an informational nature organized in cooperation with one or more external partners
 - Events listed under item 1) subject to admission fees, except for study-related students' union (ÖH) events of an informational nature and events subject to admission fees which serve only to cover basic catering expenses (coffee, sandwiches, etc.). To fulfill this exception, admission fees may not exceed € 50 for events scheduled on one calendar day or € 100 for events scheduled over more than one calendar day.
- (2) Subject to availability, outside areas on the grounds of WU campus can be used or leased for:
- Events organized and held by WU faculty or staff as part of their professional activities at WU
 - Events held by the students' union (ÖH) or its fractions
 - Events held as part of a cooperation with external partners

2. Rooms/spaces cannot be used or leased for:

- Party political events with the exception of those covered under §13 of the Students' Representation Act 2014 (*Hochschülerinnen- und Hochschülerschaftsgesetz* - HSG)
- Events of a primarily religious nature or events intended primarily to promote the sale of products or services
- Events that do not comply with basic ethical and social standards, or are morally objectionable or offensive to public decency

3. Approval Process

- (3) A request for approval for events must be submitted online³ to SEM at least 28 calendar days before the scheduled event date
- (4) All requests are answered in writing; if no written response is received, the request has been denied
- (5) A valid contract must be received by WU in writing, completed and signed, at least 21 days before the scheduled event date
- (6) As a rule, events at WU are restricted to campus opening hours⁴

SEM can issue a special permit for events held on Sundays, holidays, or outside the building opening hours in exceptional and justifiable cases.

³ Please see the WU website: <https://short.wu.ac.at/c6cm>

⁴ Please see WU opening hours: <https://short.wu.ac.at/wzq6>

Any additional resulting costs, e.g. for security or maintenance personnel, AV equipment support, etc., will be billed to the event organizer.

4. Reserved Rights

- (1) WU reserves the right to allocate alternative rooms in place of the reserved rooms in exceptional cases. In this case, only the rental fees for the room that is actually used will be charged.
- (2) WU reserves the right to rescind a previously granted permit or to raise the rental fee retroactively if incorrect or inaccurate information about the event organizers, the type of event, or the number of participants was given in the contract.
 - If no cooperation partner is named and the circumstances are unclear, proof of cooperation must be provided to SEM by the in-house organizers within four calendar days, otherwise the rental rates for external renters will be charged without further notice.

5. Regulations, Security, Liability

- (1) WU assumes no guarantee whatsoever for the rooms to be used or leased. In particular no guarantee for the suitability of the rooms for the event in question is given.
- (2) WU shall be liable to the organizer only for personal injury resulting from negligence and for property damage resulting from negligence up to a maximal amount of € 1 million per damage incident.
- (3) Further claims against WU, its organs or its agents, especially claims for damages or claims with regard to delays, nonperformance, positive breach of obligation, negligence in contracting, and claims for compensation for direct damages, consequential damages, operational damages, loss of profit and anticipated savings that did not materialize, property claims of any kind, or third-party claims against WU resulting from claims against the organizer or resulting from prohibited actions are excluded, to the extent permitted under the general rules of civil law.
- (4) Should exclusion of liability as stipulated above not be lawfully permissible, liability is limited per damage incident to an amount equaling twice the amount agreed upon with the organizer as rental fees for the rooms used.
- (5) The organizer is liable for any and all damages resulting from the use of the rooms and for any and all accidents resulting from such damages, whether the fault of the organizer or of third parties, or the result of chance, unless these damages would have occurred regardless of whether or not the event had taken place. The organizer shall indemnify and hold WU harmless for all third party claims for damages made in connection with the event. Only damages resulting from at least gross negligence on WU's part are excluded.

- (6) The organizer is responsible for ensuring that WU'S daily operations, especially classroom activities, are not disturbed through noise (e.g. loud music). In the event of non-compliance, WU reserves the right to end the event immediately and to block the organizer from booking future events for a specified period of time.
- (7) The organizer is responsible for obtaining (at the organizer's expense) any and all official permits and approvals required for the event and for the implementation of any resulting requirements.
Further, the organizer shall provide for appropriate insurance with adequate coverage for the event, excluding any avenues of recourse against WU and its employees. The organizer shall provide WU with a copy of the required permits and official notifications in advance and unprompted.
The SEM staff is available to answer any questions in this regard.
In the event that the organizer cannot fulfill these requirements at least seven calendar days before the scheduled date of the event, WU reserves the right to cancel the event.
- (8) Any and all required taxes, fees, and charges (e.g. AKM licensing fees, entertainment tax) shall be borne in full by the organizer.
- (9) The organizer shall indemnify and hold WU harmless for all damages and negative consequences resulting from non-compliance with these Terms and Conditions and/or with any regulations mentioned in these Terms and Conditions.
The burden of proof to determine whether the damages would have occurred regardless of whether or not the event had taken place lies with the organizer.
- (10) WU is not liable for any claims for damages resulting from a disturbance or cancellation of the event as a result of technical or structural events (e.g. power failure, water damage, construction noise, noise, but also demonstrations).
- (11) The organizer shall not confer any of the rights (especially leasing rights) or claims to which he/she is entitled to third persons, or allow them to be exercised by third persons, completely or in part, with or without compensation, without prior approval from WU in writing.
Even if permission to transfer rights has been granted, the organizer is liable jointly with the third party for all obligations to WU.
- (12) The organizer shall comply with the WU House Regulations, the Fire Safety Regulations, the Decorations Directive, and the WU Advertising Policy.
- Security and fire safety personnel (at the organizer's expense) are required for all events with over 600 attendees, and may also be required for other events, depending on the type of event. The organizer will be informed of the required number of security personnel and the costs by SEM.
 - Any instructions given by security or fire safety personnel must be followed without delay. In the event of non-compliance with such instructions or with WU regulations in general, WU reserves the right to interrupt or prematurely end an event.
 - If the serving of hot food has been approved for an event, a fire safety inspection must be conducted half an hour before the event is scheduled to begin.

This service is subject to charges at the following times:

Monday-Friday	after 3:00pm
Saturday	all day
Minimum engagement:	2 hrs.

- (13) Prior approval and permits are required for all photography, filming, or television recording on WU campus grounds or inside buildings. The organizer is requested to inform WU at least 14 calendar days in advance whether photography or filming activities are planned.
- (14) Any special requests made by the organizer with regard to access for guests/attendees with restricted mobility will be accommodated if possible. Any additional costs resulting from these requests are borne in full by the organizer.
- (15) The organizer shall name an authorized person (see contract) who shall be present and available by telephone throughout the entire event until the event location has been entirely cleared of attendees.
- (16) The organizer shall not operate building equipment and appliances or AV equipment his/herself. Building equipment and appliances or AV equipment requirements must be indicated when the contract is signed or at least 14 calendar days before the scheduled date of the event.
- (17) For events held in sub-leased areas of the WU campus, no services, furnishings or water and electric hook-ups will be provided.
Furthermore, WU is not liable for any damages resulting from these events and bears no responsibility for the proper implementation thereof.

6. Audio-visual equipment and IT infrastructure

- (1) Any and all applications for and agreements on the use of basic equipment and/or any additional services with regard to AV equipment or the IT infrastructure at WU must be made in writing and must be indicated and ordered when the contract is signed or at least 14 calendar days before the scheduled date of the event. Requirements must be coordinated during a walk-through with a representative of the appropriate organizational unit. Depending on the size of the event, the walk-through must take place four to six weeks before the scheduled date of the event.
- (2) The organizer is entitled to use only those infrastructure elements indicated explicitly as basic equipment in the room information tool⁵ (RIT) if this equipment is available in the room the organizer has booked. The organizer has no claim to the provision of basic equipment items in rooms not originally equipped with them.
- (3) Insofar as the organizer has requested additional services at the time of booking and the use of these services has been approved by the appropriate division of WU's IT-SERVICES, then these additional services may be used. The organizer has no claim to the provision of additional equipment items in rooms not originally equipped with them.

⁵<https://short.wu.ac.at/x8t6>

- (4) WU is not obligated to provide basic equipment or any additional services if the provision of these services or equipment was not requested at least 14 calendar days before the scheduled date of the event.
- (5) Any use of equipment provided by WU over and above the turning on and normal use or additional use as agreed upon in writing is prohibited. Previously installed equipment may not be removed or relocated or used in an unintended manner. Any changes to pre-installed network cables is expressly prohibited. This applies particularly to the removal of existing network cables for the purpose of attaching other devices brought in by the organizer.
- (6) In the event of non-compliance, WU reserves the right to bill the organizer in full for the costs of returning the equipment to its original condition and testing its functionality.
- (7) The organizer is liable for all damages to equipment provided by WU if damage was caused by improper use and handling, gross negligence, or intentional vandalism.
- (8) WU reserves the right to bill the organizer for repair costs in full, or in the event that repairs would exceed the cost of replacement, replacement costs for damaged equipment.
- (9) The organizer is not entitled to use or operate any infrastructure other than those elements explicitly approved in items (2) and (3), not even if additional infrastructure elements (e.g. cameras, monitors, Wi-Fi access points, etc.) are present and/or installed in the respective rooms.

7. Decorations Directive / Advertising Policy

- (1) Any decoration materials the organizer intends to use must be presented to SEM for separate approval at the contract signing or at least 14 calendar days before the scheduled date of the event, in combination with a valid inspection certificate or inspection report issued by an accredited testing institute. Inspection results should ideally be issued in German to ensure compatibility with national standards. We do, however, accept inspection certificates from other EU countries issued in German or English. An individual bulletin on testing results is not acceptable as proof of fire rating for building materials.
- (2) The provisions in item (1) notwithstanding, the organizer is responsible for ensuring that all decoration materials used comply with the Decorations Directive,⁶ unless individual exceptions have been approved by SEM in writing.
- (3) Decorations, advertising materials, and other furnishings may only be placed or set up in the locations agreed upon with WU's SEM office. Escape routes, fire safety equipment, smoke detectors, and emergency lighting may never be impeded, blocked, or covered in any way.

⁶ See the WU Decorations Directive: <https://short.wu.ac.at/5hg4>

- (4) It is strictly forbidden to affix posters or other decorations to windows, doors, walls, etc. In the event of non-compliance, the organizer will be billed for the time and expense required to remove adhesive residues.
- (5) WU is not liable for any and all objects brought in by the organizer and/or permitted to be stored on WU premises. All risks are borne in full by the organizer and the organizer shall indemnify and hold WU harmless against any claims by third parties. WU can provide security guards at the organizer's expense.
- (6) The organizer ensures that any advertising materials posted are not prohibited, morally objectionable, or offensive to public decency and do not contain contents that are contrary to WU's academic interests.⁷
- (7) WU grants the organizer the right to take photographs or shoot videos in the rented rooms at the organizer's own expense, and to use the images for publication. In agreement with the organizer, WU is entitled to use the photographs and/or video material taken during the event for its own purposes. The organizer shall grant WU non-exclusive rights of use (including editing, saving, publishing, distributing, and online use) for this purpose.
- (8) The organizer is not entitled to advertise using the WU logo during the event or in any other way.

8. Rental rates

- (1) Available rooms and the corresponding rental fees for external and in-house events can be found on the external⁸ and in-house⁹ price lists.
- (2) Rental fees are calculated on a half-day (8:00am – 2:00pm or 2:00pm – closing) or full-day (8:00am – closing¹⁰) basis from Monday to Friday; Saturdays are calculated on a full-day basis only.
- (3) The service packages available for AV equipment support are described in the in-house⁹ and external⁸ price lists. Support times are based on the academic year.¹¹
- (4) Rooms and areas that are available only on a full-day basis are indicated on the price lists.
- (5) Any additional processing required after an invoice has been issued will result in additional costs for the organizer.
- (6) A lead time of two hours is required for any adaptation of rooms to be done by WU. For this reason, exact starting and ending times must be provided for each event.

⁷ See WU Advertising Policy (German): <https://short.wu.ac.at/cs4w>

⁸ See external rental rates (German): <https://short.wu.ac.at/3ctz>

⁹ See in-house rental rates (German): <https://short.wu.ac.at/7cvk>

¹⁰ See WU opening hours: <https://short.wu.ac.at/wzq6>

¹¹ See WU academic year: <https://short.wu.ac.at/nw37>

- (7) WU reserves the right to charge a flat-rate administration fee if the organizer requires non-standard settings or additional services or expenditures. WU will inform the organizer in advance and in writing of the amount of the administration fee.
- (8) Rental fees do not include expenses accrued due to
- Extraordinary soilage
 - Improper waste disposal
 - Any damages to WU property that occur during the event

The organizer will be billed separately for any expenses of this nature.

- (9) If WU is not reimbursed for expenses by a cooperation partner within the designated payment period, the department or institute involved in the cooperation will be billed.
- (10) The prices valid at the time the contract is signed apply.

9. Withdrawal and Cancellations

- (1) WU is entitled to withdraw from a contract immediately and retroactively in the event that:
- The building or other area becomes unavailable wholly or in part for reasons for which the organizer is responsible or due to force majeure or other unavoidable events
 - Any required official permits were not submitted to WU on time
 - WU becomes aware that the planned event does not comply with the agreement made, is in violation of applicable legal regulations, or could result in a disturbance of WU operations or a violation of House Regulations or safety regulations
 - The purpose of the event is changed without informing SEM and without obtaining prior written approval
 - The contents or subject of the event could put WU's public reputation at risk or damage WU's reputation, of the contents or subject of the event are in opposition to WU's basic principles or goals
 - The organizer is or was in arrears on payments to be made for previous events

In the event of a cancellation by WU or if an event is prohibited by WU, any security deposit paid shall be refunded to the organizer.

- (2) Cancellation by the organizer:
- All cancellations must be submitted to SEM by the organizer in writing. Verbal cancellations will not be accepted.



Cancellation fees still apply in the event of re-booking the event for a different room or date.

- Cancellation fees for external events:
 1. Cancellations up to 183 days (6 months) before the scheduled date of the event are not subject to cancellation fees.
 2. Cancellations up to 92 days (3 months) before the scheduled date of the event are subject to a cancellation fee equaling 40% of the total rental fees.
 3. Cancellations up to 31 days (1 month) before the scheduled date of the event are subject to a cancellation fee equaling 70% of the total rental fees.
 4. Cancellations within 31 days of the scheduled date of the event are subject to a cancellation fee equaling the total rental fees.
 5. For alternative regulations that apply to in-house events, please see the information on in-house rental rates.¹²

10. Further provisions

- (1) Requests for adaptations must be coordinated with SEM and submitted at signing or at least 14 calendar days before the scheduled date of the event. If these required lead times are not adhered to, the event room will be set up with standard seating, and/or WU reserves the right to bill the organizer for any additional costs incurred as a result.
- (2) If a special set-up has been approved, WU will provide a detailed set-up plan that must be confirmed by the organizer in writing at least seven days before the scheduled date of the event.
- (3) Organizers are not permitted to make any changes to objects, equipment, or furnishings themselves.
- (4) Auditoriums and seminar rooms cannot be adapted. Serving food and drink in auditoriums and seminar rooms is permitted only in exceptional cases. A special permit from SEM is required.
Buffet-style serving of hot food is possible only in selected event rooms. For more information, please contact the SEM staff. Fire safety regulations apply.
Flambéing, cooking, fire and open flame, and the use of gas are strictly prohibited in all WU buildings.
- (5) Cleaning staff is obligatory for catered events after 6:00pm and for events held outside of WU opening hours (to maintain cleanliness in the rooms and nearby sanitary facilities).
- (6) Organizers are not entitled to issue instructions or orders to WU service personnel.
- (7) Before operating any equipment or parts of the room infrastructure, the organizers shall inform themselves of the appropriate instructions for use as necessary.

¹² See WU in-house rental rates (German): <https://short.wu.ac.at/7cvk>

- (8) WU delivery zones are available for the delivery and removal of (organizers') equipment. For any delivery or removal outside the garage, a permit must be obtained from SEM in advance.
The following delivery options are available:
- Garage or delivery area delivery
Delivery area: By permit only, without exception, and only during loading and unloading.
Garage: max. height 2.10 m and weight 7.5 tons. Delivery vehicles can park in the garage for one hour free of charge.
 - Surface delivery (main avenue):
Delivery by motor vehicle of up to 16 tons over the central main avenue of the campus is by permit only, permitted only in exceptional cases, and restricted to before 8:00am and after 10:00pm.
It is expressly prohibited to operate motor vehicles on lawns or terraway-paved areas.
- (9) All equipment used must be disassembled properly and removed by the agreed-upon time. In the event of non-compliance, WU reserves the right to have any items brought in removed at the organizer's risk and expense.
- (10) The organizer shall inform the caterer of WU-specific regulations and requirements. The caterer is responsible for complying with the Allergen Information Regulation (*Allergeninformationsverordnung*) and WU shall be indemnified and held harmless with regard to claims for damages from third parties.
- (11) Stages shall be erected only by trained personnel. Appropriate measures are to be taken during transport from the unloading area to the event area. Organizers shall ensure that floors and walls are protected from damage by any structures, supports, and ladders through the use of protective boards or floor/wall coverings. A complete list of equipment that will be in use during the event must be provided to WU at least seven days before the scheduled date of the event.
- (12) Any amendments or additions to the contract, as well as any supplementary documents accompanying the contract, must be signed by both contracting parties.
- (13) In the event of immediate danger (e.g. fire alarm during an event), a representative of WU need only inform the organizer or their authorized representative verbally.
- (14) If contracts are prepared in any languages other than German, the German version prevails as the only valid version of the text.

11. Event Booking Times

Please see current opening hours here:
<https://short.wu.ac.at/wzq6>



Supplementary Documents:

- WU House Regulations (LINK: <https://short.wu.ac.at/89ep>)
- WU Fire Safety Regulations (LINK: <https://short.wu.ac.at/6etk>)
- In-house rental rates (German LINK: <https://short.wu.ac.at/7cvk>)
- External rental rates (German LINK: <https://short.wu.ac.at/3ctz>)
- Decorations Directive (LINK: <https://short.wu.ac.at/5hg4>)
- WU Advertising Policy (German LINK: <https://short.wu.ac.at/cs4w>)

