



## **GENERAL TERMS AND CONDITIONS**

### **1. Contracting Parties**

The University of Innsbruck, hereinafter referred to as UZO (**U**niversitäts**z**entrum **O**bergurgl or Obergurgl University Center), and the Guest and/or the Event Organizer, hereinafter referred to as the Guest/Organizer, are the contracting parties. The following General Terms and Conditions are part of the contractual agreement between UZO and the Guest/Organizer.

### **2. Definitions**

A *Guest* is defined as a an individual staying at UZO, as well as any person arriving with this individual, whereby the *Guest* (capitalized) shall be party to this contract.

The term *Group* is defined as a group of eight or more Guests.

The *Organizer* enters a contract with UZO for a Group event and, if required, for Group accommodation.

The terms *Consumer* and *Entrepreneur* are used as defined in the Austrian Consumer Protection Act (Konsumentenschutzgesetz BGBl. Nr. 140/1979 idgF).

### **3. Rates**

All rates and prices on the respective price list or event contract will be quoted in euros. Local tax and infrastructure charges are listed and charged separately. All price changes arising from changes in legislation will be borne by the Guest/Organizer.

The price quoted in the event contract will only be applicable if the event contract is signed and returned to UZO within the timeframe stated in the event contract.

### **4. Arrival and Departure Times**

Check-in time at UZO starts at 3:00 pm, and check-out time ends at 10:00 am. In case of early arrival or late departure, the Guest/Organizer's luggage may be stored at UZO. If the Guest/Organizer does not vacate the accommodation by 10:00 am, UZO reserves the right to apply an extra day-room surcharge.

### **5. Pets**

Pets are generally not permitted at UZO. Dogs are allowed under the following conditions:

Certified guide dogs may be brought to UZO at any time. Other dogs may be brought only upon prior registration. UZO reserves the right to refuse pet registration at any time and without cause. A maximum of two dogs will be allowed. Certain breeds of dogs such as attack dogs are not permitted.

Dogs are never allowed in the restaurant, bar, sauna and gym. In all other public areas of UZO dogs must always be on a leash. Dog owners must strictly adhere to staff instructions.

Dog owners are responsible for observing all legal and governmental regulations and must carry valid third party liability insurance for their dogs. UZO may require written proof of such insurance.

A cleaning fee per dog and night will apply. UZO will not provide dog food and cannot store or cool dog food for dog owners.

Dog feces must be immediately removed by the Guest.

### **6. Reservation Deadlines**

UZO requires a complete list of participants to be submitted at least two weeks prior to the beginning of an event. This list may be provided as a list of names presented by the Organizer or as individual bookings made directly by each participant. Bookings received after the agreed deadline will only be considered in case of vacancies.

### **7. Cancellations**

7.1 Upon conclusion of the contract UZO will reserve the agreed number of rooms and conference rooms for the Guest/Organizer. UZO is entitled to at any time cancel the contract under full reserve to the agreed rate and just cause; in particular

- a) if the event jeopardizes daily business operations
- b) if UZO's reputation or safety are at risk
- c) if the Organizer provides false information, in particular about the type and execution of the event
- d) if the Guest/Organizer fails to make the agreed down payment on time or to provide appropriate proof thereof
- e) in the event of an Act of God (see Section 22)



The Guest/Organizer shall have no recourse against UZO in the event of an Act of God and agrees not to assert any claims for damages accordingly.

7.2 The following fees shall apply in case of cancellations:

a) Individuals:

- up to 2 months before arrival: no cancellation fee
- up to 1 month before arrival: 50% of the total price
- up to 1 week before arrival: 75% of the total price
- within 7 days before arrival: 90 % of the total price

b) Groups:

Group cancellation fees shall apply to the entire booking.

- up to 9 months before arrival: no cancellation fee
- 9-6 months before arrival: 40% of the total price
- 6-3 months before arrival: 60% of the total price
- 3-1 months before arrival: 80% of the total price
- within 1 month before arrival: 100% of the total price

However, the number of reserved rooms may be reduced by a certain percentage at no charge depending on the time of cancellation (see Section 8. Partial Room Cancellations).

If a confirmed booking is cancelled by the Organizer, any associated costs arising from the preparation for the event, in particular costs for renting technical equipment, booking fees from music bands, etc., will be fully borne by the Organizer.

## 8. Partial Room Cancellations

The following provisions shall apply to groups only.

- Up to 3 months before arrival 20% of the booked rooms may be cancelled free of charge.
- 3-1 months before arrival another 10% of the remaining rooms may be cancelled free of charge.
- Up to 14 days before arrival 5% of the remaining rooms may be cancelled free of charge.
- Beginning 14 days prior to arrival, charges will apply for reducing the number of rooms. UZO will charge the full applicable rate for no-shows as well as for cancellations outside of the timeframes noted above, unless these booked rooms can be re-rented to other guests.

In case of early departure UZO will be entitled to charge the full, agreed amount. UZO will reduce these charges by the amount of "saved costs". Such saved costs may arise from certain services not used by the Guest/Organizer due to the cancellation or because of revenues from re-rented cancelled rooms. This "saved costs returned" policy shall apply only if UZO is fully booked and if the rooms cancelled by the Guest/Organizer can be re-rented to other guests. The Guest/Organizer will bear the burden of proof for any such cost savings.

## 9. Number of Participants

The Organizer will state a minimum number of participants in the event contract. The Organizer will inform UZO of the final number of event participants at least 14 days prior to the event to ensure that the event can be managed properly.

The final billing will not take into consideration a lower number of participants if it is below the stated minimum. If the actual number of participants is above the stated minimum, the billing will be based on the actual number. If the stated number of participants is exceeded by more than 5%, UZO may not be able to provide specific meals as booked.

If UZO does not receive an updated number of participants at least 14 days prior to the event, the number of participants will be assumed to be as listed in the event contract or as reduced according to Section 8 of these Terms and Conditions.

## 10. Off-Premise Rooms

In the event UZO is asked to book off-premise rooms for the Organizer, rates may deviate from room rates offered at UZO. In particular, no employee discounts for University of Innsbruck staff or students can be granted. Cancellation fees will be congruent with the respective facility's cancellation policies.



