

GENERAL TERMS AND CONDITIONS OF THE BILDUNGSHAUS ST. HIPPOLYT

I. General

1. These General Terms and Conditions apply to all contractual relationships between Bildungshaus St. Hippolyt, 3100 St. Pölten, Eybnerstraße 5, and course organizers, course participants, and guests who visit the Bildungshaus purely for accommodation purposes.
2. All agreements that deviate from these terms and conditions in individual cases must be made in writing. The only exceptions to this are telephone registrations for courses or bookings for seminar rooms.
3. By booking an event, registering to participate in a course or reserving accommodation, consent is given to the electronic processing of the data provided in accordance with the Data Protection Act in its current form. In order to fulfill a contractual obligation between the client and the contractor, consent is also given to transfer the necessary data to employees of the Bildungshaus St. Hippolyt, to lecturers, and to all other persons entrusted with the organization of the event. The data may be used for advertising purposes. Any objection to the storage and processing of the data must be made explicitly.
4. For end consumers, the rights of withdrawal specified in § 3 KschG apply. If a distance selling contract is concluded, it can be withdrawn from within 14 days without giving reasons.

II. Regulations for course organizers

1. A booking made by an organizer at the Bildungshaus will be accepted by means of a written reservation confirmation. One copy must be completed in full, signed, and returned to the Bildungshaus.
2. The following must be announced at least 14 days before the event:
 - The conference program
 - Equipment requirements for the conference rooms
 - Type and scope of catering, and
 - List of participants with accommodation requestsAny changes to the above information must be communicated immediately.

3. Cancellation conditions for organizers:

In the event of **cancellation of a booked event**, the Bildungshaus will charge:

- For cancellations up to 3 months before the event date: no costs
- For cancellations between 35 and 21 days before the event date: 20% of the estimated costs according to the reservation confirmation

- For cancellations within 21 days of the event date: 100% of the estimated costs according to the reservation confirmation

If the Bildungshaus charges cancellation fees in excess of those stated in the reservation confirmation, these will be determined by mutual agreement.

4. Organizers are obliged to pay all **fees** incurred to third parties resulting from the event. Any event that is subject to registration must be reported in a timely manner, in particular music events. The Bildungshaus shall be held harmless and indemnified with regard to all claims by **AKM** arising in connection with the event.

III. Regulations for participants

1.Registration for a course takes place:

- By filling out an online form on the Bildungshaus website or
- By emailing the Bildungshaus or
- In writing, by telephone, or in person at the Bildungshaus reception desk.

2 Upon receipt, a **registration is binding** and is marked as a place reservation.

3 The Bildungshaus St. Hippolyt reserves the right to decide after the registration deadline whether an **event must be canceled** for economic reasons. In the event of a cancellation, participants will be notified immediately.

4 The event program is subject to long-term planning. Therefore, there may be **deviations** in dates, speakers, or event content. In this case, participants will be informed immediately. The Bildungshaus will endeavor to provide equivalent offers and reasonable compensation for damages.

5 Seminar **documents** are subject to copyright regulations and may only be used for personal use. All forms of reproduction of documents (copies, scans, electronic storage, other duplication) and any form of distribution require the express consent of the persons who hold the rights.

6 The **Lower Austrian Youth Act** also applies to the Bildungshaus. The events offered only provide for the supervision of underage participants in specific cases. By registering for an event at the Bildungshaus, participants under the age of 18 confirm that they are aware of the provisions of the Lower Austrian Youth Act and expressly undertake to comply with them.

7 Cancellation conditions for participants:

If a booked event is canceled, the Bildungshaus will charge the **following fees:**

- Up to 10 days before the event date: no charge
- Up to 5 days before the event date: 50% of the course fee
- Within the last 5 days before the event date: 100% of the course fee

Cancellation fees will not be charged if a **replacement participant** is registered at the same time as the cancellation.

IV. Regulations for overnight guests

1 Hotel and overnight guests may **access their rooms from 1 p.m. on** the day of arrival. Rooms **must be vacated by 9 a.m.** on the day of departure.

2 After consultation with the reception desk, it is possible to **use the room for longer by paying a daily flat rate.** The current room prices and the daily flat rate can be found in the current price list. For extended use, the consent of the reception desk must be obtained no later than on the day of departure. Due to operational requirements, there is no right to extended use on the day of departure.

3 In addition to the accommodation price, the Bildungshaus charges the legally prescribed **accommodation tax.** For a single night's stay, the room price is increased by the single night surcharge according to the current price list.

4 Free cancellation of the room is possible until 4 p.m. on the evening before the agreed arrival date. After that, we will charge you cancellation fees according to the applicable rates.

V Other provisions

1 Withdrawal from the contract by the Bildungshaus:

The Bildungshaus is **entitled to withdraw** from a contract with organizers in the following cases without incurring any liability for damages:

- The event or participants in the event disrupt business operations in a serious manner
- The event or participants in the event jeopardize compliance with the mission statement (see www.hiphaus.at/hiphaus/leitbild)
- The event or participants in the event jeopardize the safety of Bildungshaus St. Hippolyt, its employees, or guests.

2. If one of the contracting parties is unable to fulfill its contractual obligation **due to force majeure**, there shall be no obligation to pay compensation, provided that the damage is not covered by third parties, such as insurance companies. Should public law regulations exist that make it impossible to hold the events in the form intended at the time of registration (e.g. due to epidemics), we reserve the right to cancel the event or change the form of the event (e.g. online instead of in-person). Bildungshaus St. Hippolyt undertakes to inform those affected within a reasonable period of time. In any case, to the extent permitted by law, no claims for compensation for expenses incurred or other claims can be derived from this.

3 The Bildungshaus handles its guests' **personal belongings** with care. Nevertheless, no liability can be accepted for theft or damage to personal belongings brought into rooms, seminar rooms, or generally accessible parts of the building by contracting parties. The Bildungshaus St. Hippolyt excludes any liability for the behavior of organizers or guests.

4 It is only permitted with approval to **set up or attach** information or decorative material as well as technical equipment in the rooms.. Any **damage** caused by this setting up or attaching must be compensated.

5 The Bildungshaus reserves the right to refuse admission to an event or to **expel persons** from the Bildungshaus if:

- The behavior of these persons jeopardizes the culture described in the Bildungshaus St. Hippolyt`s mission statement or the safety of the center or its guests
- The physical or psychological integrity of other persons cannot be guaranteed.

6 Bildungshaus St. Hippolyt is also a catering establishment. Therefore, it is generally **not permitted to consume food or drinks brought onto the premises**. In the event of non-compliance, the Bildungshaus reserves the right to charge for the increased costs incurred, for example for waste disposal or cleaning.

7 Non-dangerous **dogs** are generally allowed in the Bildungshaus. An increased cleaning fee will be charged according to the valid price list. In order not to endanger the staff, room service will only be provided in this case after specific consultation. Only assistance dogs are allowed in the dining room. The regulations of the Lower Austrian Dog Ownership Act must be observed. No flat fee will be charged for companion or assistance dogs.

8 Place of performance and jurisdiction: Unless otherwise required by mandatory law, the place of performance and jurisdiction is St. Pölten.

9 Reservation of price adjustments: The Bildungshaus St. Hippolyt is a non-profit institution. Prices are therefore calculated very tightly and must be adjusted annually to general inflation. Therefore, contracting parties must expect, especially for services booked well in advance, that the actual price will be adjusted to actual inflation. Prices stated on reservation confirmations are therefore always only estimated prices.

10. Final provision: Should individual provisions of these General Terms and Conditions become invalid, this shall not affect the validity of the remaining provisions.