



Congress und Messe Innsbruck GmbH
PCO - TYROL CONGRESS, Rennweg 3,
A-6020 Innsbruck, Austria

GENERAL TERMS OF CONTRACT (GTC)

If not expressly stated otherwise COME – PCO TYROL CONGRESS will perform its services exclusively according to the conditions laid down below.

DEFINITIONS

As used in these General Terms of Contract, the following terms, in both their singular and plural forms, shall have the meanings set forth below. Defined terms appearing in these GTC will be capitalised.

Client: A person or legal entity being party to an agreement entered into by COME – PCO TYROL CONGRESS.

Organiser: A Client who commissions COME – PCO TYROL CONGRESS to supply services of a Professional Congress Organiser (PCO).

Agent: A person designated by the Organiser who is deemed to be in full power of making decisions and placing orders on behalf and account of the Organiser.

PCO: Congress und Messe Innsbruck GmbH, PCO - Tyrol Congress.

Event: Congress, Meeting or similar event which is organised, if partly, by the PCO.

List of Services (LoS): A list of services to be performed on the part of the PCO which is considered to be comprehensive and exhaustive, and which is part of an agreement between the PCO and the Organiser.

Third Party Contractors: Companies which are entrusted with supplying goods or services needed to fulfil the task of the PCO, either commissioned by COME – PCO TYROL CONGRESS or by the Organiser through the PCO as his agent.

I. EVENT ORGANISATION

1. All of COME – PCO TYROL CONGRESS' services as are performed on behalf of and on account of the Organiser of the Event.
2. The services to be performed are fully listed in the agreement executed between COME – PCO TYROL CONGRESS and the Organiser of the Event. Late requests (i.e. orders of services made after the agreed deadline term) will be charged separately.
3. COME – PCO TYROL CONGRESS will confirm orders placed by telephone, fax, e-mail or regular mail will be confirmed by COME – PCO TYROL CONGRESS in writing. Complaints have to be made without delay, on the first working day after receipt of the confirmation at the latest. If no reclamation is made within this time limit the services confirmed shall be regarded as ordered.
4. Social programs and similar events which require a minimum number of participants will only take place provided that the minimum number of participants have registered.

II. EVENT SECRETARIAT

Secretarial services will be performed according to the information supplied by the Organiser of the Event and/or the participants respectively. The Organiser or his Agent will be notified about inconsistencies if recognisable. However, COME – PCO TYROL CONGRESS is not obliged to undertake own investigations and apply corrections to data.

III. TRAVEL AGENCY

1. When performing services as a travel agent COME – PCO TYROL CONGRESS is acting as agent only. All persons or legal entities in whose

name an order is placed are considered to be Clients as well as are the ordering persons or legal entities themselves.

2. Reservations are only accepted in writing. The risk of transmission faults and unclear instructions is borne by the respective Client if communication means other than ordinary mail are chosen.

3. Complaints about the contents of the reservations confirmed have to be made within three days after the confirmation. After this period the confirmation is regarded as truly reflecting the order.

4. Clients agree that the law of foreign countries may be applicable to services directly supplied to them by Third Party Contractors.

5. Clients are fully responsible and liable for claims arising from their orders and the costs involved therewith.

6. The PCO is entitled to ask for a handling fee in advance and a down payment to secure a reservation. The fees not covered by this payment and additional costs are due with delivery of the travel documents and/or vouchers respectively.

7. In case a Client chooses to transfer some or all rights from an agreement to another person/entity his/her obligations nonetheless remain fully intact, including the obligation to pay the additional costs occurring from the transfer. Joint liability falls upon the beneficiary of the transfer.

8. In case the confirmed accommodation is not available for any reason whatsoever the PCO will try to provide an alternative hotel of at least the same standard. No claims can be construed against the PCO from such situations as long as the accommodation standard is not falling below the category ordered. In the latter case claims are limited to the difference in the accommodation expenses.

9. Clients cancelling their reservation are liable to pay cancellation fees to COME – PCO TYROL CONGRESS and/or Third Party Contractors involved. Such payments are due within seven days after notification.

10. Set aside the data transfer with business partners necessary to meet COME – PCO TYROL CONGRESS' tasks no information regarding name and places of residence of Clients or travellers will be communicated to third persons.

11. It is up to the traveller to obtain all information about any documents and precautions to be considered for the travel.

IV. GENERAL PROVISIONS

1. Third Party Contractors are selected with scrutiny. However, COME – PCO TYROL CONGRESS cannot be held liable for any faults of goods supplied by such enterprises or defective performances thereof.
2. Description of services and price lists of Third Party Contractors will be communicated according to the best of knowledge and the state of information regarded to be current. However, COME – PCO TYROL CONGRESS cannot be held liable for any changes therein.
3. COME – PCO TYROL CONGRESS accepts liability for damages or losses occurring to Clients if grossly negligent or deliberate breach of contract causing such damages or losses can be proved.
4. COME – PCO TYROL CONGRESS' fees become due upon receipt of the invoice and have to be paid within 14 days free of any costs or charges.
5. In case of a delay in payment COME – PCO TYROL CONGRESS is entitled to an additional payment of 8 % p.a. interest and 20 % VAT thereof. Clients have to bear all costs of debt collecting, including lawyer's and other legal costs, in such a case.
6. Money held by COME – PCO TYROL CONGRESS as trustee serves as security for its claims. In case of a delay in payments COME – PCO TYROL CONGRESS is entitled to satisfy its claims with precedence over other payments to be made from such deposits.
7. COME – PCO TYROL CONGRESS' claims are not subject to set-offs whatsoever.
8. Interests earned from money held by COME – PCO TYROL CONGRESS as trustee are determined to be the fee for performing the trust and the costs occurring therewith.
9. COME – PCO TYROL CONGRESS is entitled to use and transfer data communicated in a data processing environment for the purpose to fulfil its tasks. Data protection laws will be observed with scrutiny.
10. All of COME – PCO TYROL CONGRESS' agreements and contracts shall be governed by and construed in accordance with the laws of Austria.
11. For the settlement of disputes all parties submit themselves to the jurisdiction of the competent courts in Innsbruck.