

general terms and conditions of business for room rentals at mci.

All legal transactions concluded between MCI Management Center Innsbruck - Internationale Fachhochschulgesellschaft mbH (MCI for short) and its contractual partners are based on MCI's General Terms and Conditions of Business as last amended.

I. ROOMS

The rooms are made available by MCI in accordance with the written agreements and include the seating arrangement as ordered, coat hooks, standard lighting and electricity, heating, ventilation and cleaning (normal use only) plus a standard conference kit comprising screen, Powerpoint projector, flip chart, pin board and whiteboard. Additional furnishings/equipment for group working rooms, foyers and atrium are available on request. 60 % of the daily rental is charged for setup and teardown days prior/subsequent to the event. Use of the facilities is limited to the designated renter for the agreed period and for the agreed purpose only. There will be an additional charge for any overrun of the agreed rental period (duration of the actual event plus setup/teardown), with every started hour charged as a full hour. MCI explicitly reserves the right to make an additional charge for costs of supply and cleaning over and above normal use. Any additional services provided by MCI that are not covered by the rental agreement shall be charged to the renter. The rented facilities may not be put at the disposal of any third party in whole or in part without the express written consent of MCI.

II. TERMINATION

The decision whether and to what extent an event may take place shall be taken by MCI alone. MCI is entitled to terminate the rental contract with immediate effect in the following cases:

where the renter or MCI is aware or can be expected to be aware of any facts indicating that the planned event infringes existing laws or agreements;

where the planned event can be expected to cause a disturbance of the peace or endanger public safety;

where the seminar rooms concerned cannot be made available due to Act of God or a situation that is not the fault of MCI;

the renter is in default by more than thirty days on a previous rental agreement.

III. CANCELLATION

Should the renter withdraw from the rental agreement for the agreed dates, cancellation charges and all additional costs incurred shall be paid as follows: 100% of the agreed rental in the case of cancellations up to 7 days before the event, 50% up to 14 days, and 25% up to 30 days prior to the event. The MCI shall make the rooms and facilities available to the renter in an orderly condition, and the renter shall inspect them to confirm said condition at the beginning of the rental period. Any shortcomings must be communicated to MCI immediately. No subsequent claims can be entertained.

IV. THE EVENT

The renter may not place in the rented rooms any items of furniture or equipment of their own or belonging to third parties (decorations, devices, media, etc.) without the prior consent of MCI. Any such items placed on MCI's premises must be in full compliance with all legal requirements and regulations. No structural or other changes may be made to MCI's buildings or fittings and furnishings without the prior written consent of MCI. Any such changes shall be made at the renter's expense. After the event, the renter shall restore the rooms and facilities to their original state. There is a charge for setup and teardown time, which must be included in the contractually agreed rental period. A written record shall be kept of any overrun in rehearsal or setup and teardown times, and the renter may be charged for the extra time, even if the overrun is caused by a third party. Items that are not removed from MCI's premises within the agreed period shall be removed by MCI at the renter's risk and expense.

The renter shall name a person with authority for the event at MCI who can be contacted throughout the rental period. In the interest of optimum preparation and handling of the event, the renter shall provide MCI with precise information on the purpose and program of the event prior to or on conclusion of the rental agreement, or two weeks prior to the event at the latest. Changes to the agreed seating arrangement or furnishings or equipment can only be made with the approval of MCI. The renter shall be responsible for ensuring that no such changes are made prior to or during the event. Catering services for all events also require the approval of MCI. No sales or other commercial activities are permitted without the consent of MCI.

V. SAFETY

All items placed in the rented rooms must be made of flame resistant materials or impregnated with an officially approved agent to make them flame-resistant. Access must not be obstructed to fire alarms, hydrants, smoke dampers, electrical distribution and switch cabinets, telephone distribution boxes, or heating and ventilation systems. The codes and regulations of the municipal building inspectors and fire authority must be complied with at all times. The renter shall be responsible for any deployment of the police, municipal building inspectors, fire brigade, or ambulance and security services. The cost of all such services shall be charged directly to the account of the renter. Official inspectors and MCI employees must have access at all times to the rooms in which the event is being held and rooms related to the event. The renter shall meet all legal obligations relating to the event and obtain all mandatory approvals in good time. Proof of fulfillment of such obligations must be presented prior to the event at the request of MCI. Smoking is not permitted on any of MCI's premises.

VI. ADVERTISING

No advertising in any form is permitted on MCI's premises or adjoining grounds without the specific approval of MCI. MCI is entitled to refuse permission in particular in cases where the advertising is not in keeping with MCI's usual advertising or is contrary to MCI's interests. The name of the renter must appear on all printed matter, posters, admission tickets, invitations, etc. in such a way that it is clear that a legal relationship exists between attendees and the renter and not between attendees or third parties and MCI.

VII. LIABILITY

MCI can only accept liability in respect of its legal liability under Austrian law. MCI can accept no responsibility for theft or loss of or damage to items brought to MCI's premises including valuables. The provisions of MCI's current House Rules apply. The renter is liable as follows: for damage to the building or inventory resulting from the event, for personal injury or damage caused by items brought into the building or on setup/teardown, for all consequences of any failure to observe the maximum attendance figure specified in the rental agreement.

VIII. LEGAL DOMICILE AND COMING INTO EFFECT

These General Terms and Conditions are effective as of 1 August 2015 and supersede all earlier versions. The competent court in Innsbruck has sole jurisdiction in the case of any dispute arising out of all agreements made between the MCI and its contractual partners. Austrian law applies excluding any and all principles on conflicts of law pursuant to Austrian private international law. Any agreements which deviate from these terms and conditions are valid only if they have been expressly confirmed in writing by MCI.

Management Center Innsbruck (MCI) forms an integral part of the Open University of Innsbruck, which is based on a concept that is unique in Austria. With a consistent focus on quality and a strong customer orientation, MCI has built up a fine reputation as an "Entrepreneurial School" with a high level of practical relevance. MCI offers support with regard to personal and professional development for motivated people seeking to shape their own future through effective further education programs. For junior management and executives in all management functions in all industries, MCI offers study programs of the highest standard at the non-graduate, undergraduate and postgraduate levels. The MCI Masters programs established on the basis of the Austrian University Studies Law and approved by the Federal Ministry of Science, Education and Culture provide committed and qualified persons from home and abroad with an outstanding opportunity for part-time post-graduate study leading to the award of an internationally recognized degree. We look forward to guiding you along your path to personal and professional development.