

**Hellbrunn - General Terms and Conditions**  
**(Short name: T&Cs Hellbrunn)**

**Version from:** 12.05.2020

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**PREAMBLE**

Hellbrunn Palace, Hellbrunn for short, is an economic institution of the City of Salzburg (hereinafter referred to as "Hellbrunn Palace Administration") and comprises the properties registered in the land register under the cadastral community 56502 Anif, District Court Salzburg, EZ 2.

The property is owned by Stadt Salzburg Immobilien GmbH in 7A Hubert-Sattler-Gasse, 5020 Salzburg.

The Hellbrunn Palace Administration is commissioned and authorises the economic management and administration of the Hellbrunn Palace property on behalf of and commissioned by the City of Salzburg (Municipality of Salzburg). Exceptions to this are those tasks assigned to other departments (as per the resolution of the Municipal Council of the City of Salzburg from 15th May 2013, published in the Official Journal No. 10/2013).

The contact details for the Hellbrunn Palace Administration are:

Hellbrunn Palace Administration  
Fürstenweg 37, 5020 Salzburg  
Tel.: +43 662 820 3720  
Email: [info@hellbrunn.at](mailto:info@hellbrunn.at)  
VAT No.: ATU36768002

In order to ensure the easy readability of these T&Cs, the masculine form refers to all genders in the same way for

personal designations.

**A. GENERAL**

**1. SCOPE OF VALIDITY**

a) Visitors:

These General Terms and Conditions apply to all visitors to Hellbrunn Palace and its associated properties and/or grounds.

By purchasing an admission ticket, taking a parking ticket or otherwise obtaining an access or access authorisation, each visitor submits to these General Terms and Conditions.

Unless the General Terms and Conditions are already deemed to have been agreed on the basis of the above statements, they will be accepted at the latest upon entering or driving into Hellbrunn Palace.

b) Other contractual partners:

These T&Cs apply to all contracts concluded by Hellbrunn Palace Administration.

c) Relationship to third-party terms and conditions:

General terms and conditions of any contractual partners are not recognised as valid by the Hellbrunn Palace Administration and are therefore not part of the contract.

In particular, the tacit acceptance of the general terms and conditions of the contracting parties, for example by fulfilling the contract, is excluded.

d) Exceptions:

Exceptions to these General Terms and Conditions are only legally binding if this has been expressly agreed in writing with the Hellbrunn Palace Administration.

**2. ESCAPE ROUTES AND EMERGENCY EXITS**

- a) Escape routes and emergency exits must be kept clear at all times and may only be used in an emergency.

- b) If an alarm is triggered by an unnecessary use, the perpetrator is liable for the resulting damages (e.g. costs for alarm activation).

**3. SMOKE AND FIRE DETECTORS**

Smoke and fire detectors must not be switched off or impaired in their function. Any person triggering such a detector is liable for the resulting costs.

**4. SMOKING BAN**

Smoking is prohibited in all buildings as well as in the entire area of the trick fountains and at the children's playground.

**5. PHOTO, VIDEO AND AUDIO RECORDINGS**

- a) Recordings of any kind (image, video, audio) for commercial purposes as well as their subsequent use are only permitted with the express written permission of the Hellbrunn Palace Administration. Whether the recordings are published later or not is irrelevant. The use of flash light is prohibited in the palace exhibition.
- b) The use of drones is expressly prohibited.
- c) Photos of visitors to the trick fountains are offered by a commercially allocated photographer. Visitors who do not wish to be photographed must inform the respective guide before the start of the tour and will be referred to the relevant signage at the start of the tour.
- d) Recordings for safety reasons can be made on the entire property within the framework of the legal requirements. With regard to data storage, reference is made to the privacy policy declaration. ([https://www.stadtsalzburg.at/internet/service/kundmachungen/datenschutz\\_470060/datenschutzerklaerung\\_der\\_stadt\\_salzburg\\_470289.htm](https://www.stadtsalzburg.at/internet/service/kundmachungen/datenschutz_470060/datenschutzerklaerung_der_stadt_salzburg_470289.htm))

## **6. ANIMALS/PETS**

- a) The bringing of animals/pets into the palace exhibition and in the event rooms is not permitted.
- b) For dogs, a leash is required in the entire palace area without exception and in addition, a muzzle is required in the area of the trick fountains.
- c) Pet owners are obliged to dispose of the faeces of their animal immediately and to place them in suitable disposal devices.
- d) People may not be harassed or endangered by any animals/pets brought along.

## **7. PROPERTY BAN**

In the event of violations of these T&Cs, the supervisory staff are entitled to request any violating persons to leave the property immediately and, if necessary, to issue an entry ban for the property.

If a property ban is issued, there will be no replacement for any admission tickets purchased.

## **8. DISRUPTION OF PERFORMANCE AND LIABILITY**

No liability is accepted for any delay or impossibility of performance due to Force Majeure (e.g. severe weather, fire, technical break-downs) or for any other reasons that are not within the sphere of the Hellbrunn Palace Administration.

For other cases of liability, this will be checked by the Hellbrunn Palace Administration in the event of gross negligence or intent.

The liability of Hellbrunn Palace Administration for lost profits, consequential damages or for damages due to claims of third parties is excluded.

## **9. OBLIGATION TO REPORT DAMAGES**

Accidents or damages suffered must be reported to the Hellbrunn Palace Administration immediately and demonstrably.

## **10. OFFER AND CONTRACTS**

All offers of the Hellbrunn Palace Administration are subject to change and are non-binding, unless expressly stated otherwise in the offer.

Contracts are only valid if they are signed in writing by the Hellbrunn Palace Administration.

Any changes or additions to contracts must be made in writing in order to be legally effective, and this also applies to a departure from this written form requirement.

## **11. PAYMENT TERMS:**

Unless otherwise agreed in writing or unless these T&Cs provide otherwise, invoices issued by Hellbrunn Palace Administration are due for payment within 20 days of the invoice date.

All payment obligations to Hellbrunn Palace administration are first offset against interest and expenses that are still outstanding and only then against otherwise outstanding receivables. The claim for any defects, poor or non-performance does not release from the obligation to comply with the terms of payment.

Contractual partners are prohibited from offsetting any counter-claims or making use of a right of retention unless a counter-claim has been expressly acknowledged by the Hellbrunn Palace Administration or has been legally established.

The prices shown regarding admission, parking fees and shop prices are gross prices. Unless otherwise stated, the remaining prices are net prices. Prices without currency designation represent prices in Euro.

In the event of default, the Hellbrunn Palace Administration is entitled to invoice the necessary costs of appropriate debt collection and contribution

measures. With regard to these costs, the approaches and tariffs of the Lawyers' Tariff Act are considered appropriate and hereby agreed.

Payment for admission tickets is generally made in cash, by ATM or credit card. Hellbrunn Palace Administration assumes no liability for the failure of electronic means of payment.

## **12. LAESIO ENORMIS / ERROR**

The contracting parties waive the objection of reduction by more than half (§ 934 ABGB) as well as the right to contest the contract for events due to errors or omissions on the basis of the contract.

## **13. CHANGES TO THE CONTRACTUAL ADDRESS**

Contractual partners must notify Hellbrunn Palace Administration of any changes to their delivery address immediately and in writing. If this is omitted, the contractual address shall be deemed to be the address that can be delivered.

## **14. BUSINESS LANGUAGE**

The contractual and business language is German.

## **15. APPLICABLE LAW, PLACE OF JURISDICTION**

Austrian law applies. For businesses and consumers who do not have their domicile or habitual residence in Austria and are not employed in Austria, the court responsible for 5020 Salzburg is agreed as the competent court for all legal disputes in connection with this contract, also insofar as it concerns its formation or dissolution.

## **16. TRAFFIC**

- a) The rules of the StVO (highway code) apply to all Hellbrunn Palace traffic areas.
- b) Driving on the property with vehicles of any kind is prohibited unless the area is expressly released for

vehicle traffic.

- c) Entrances and exits as well as loading activities away from public transport areas may only take place in agreement with the Hellbrunn Palace Administration. Only paved surfaces may be used as driving roads.
- d) Vehicles, with the exception of emergency vehicles, may only drive at walking speed.
- e) Traffic and escape routes as well as emergency vehicle access routes must not be obstructed or blocked.
- f) Vehicles may only be parked, apart from in the explicitly designated public parking spaces, with the express written permission of Hellbrunn Palace Administration. There is no legal entitlement to a parking permit.
- g) Parking in the palace courtyard is generally prohibited.

## 17. ADAPTATION AND INTERPRETATION OF THESE T&Cs

The Hellbrunn Palace Administration reserves the right to change and adapt these General Terms and Conditions if and where necessary, whereby the change will only apply to future contracts.

Should one or more provisions of these T&Cs be invalid in whole or in part, this shall not affect the validity of the remaining provisions. An invalid or inadmissible provision shall be replaced by another valid provision which corresponds most closely economically and legally to the meaning and purpose of the omitted provision.

## 18. PRIVACY POLICY

Information on our privacy policy is available at the following link:  
<https://www.hellbrunn.at/daten/schutz/>

## B. TERMS OF USE FOR

## VISITORS

### a) Access and stay

Access to and stay on the property is only permitted during the official opening hours displayed in each case. Visiting and use times as well as types of use can be cancelled by the Hellbrunn Palace Administration at any time, even temporarily, in justified cases.

### b) Behaviour

Visitors behaviour must:

- not harass, hinder, endanger or harm anyone
- not endanger, pollute or damage the substance of the palace property or buildings

In particular, the following shall be regarded as inadmissible conduct:

- Staying in all outdoor facilities in the case of storm or extreme weather conditions
- Visiting the palace property or buildings when the person is manifestly intoxicated or under the influence of other means/substances that impair the determination of free will
- Use of closed or uncleared paths
- Touching exhibition exhibits as well as functional/operational parts in the trick fountains
- Entering areas that are closed to visitors
- Begging
- Eating and drinking in the exhibition rooms and in the area of the trick fountains
- Handling/playing with open fire
- Generating loud noise
- Carrying of banners or similar
- Overnight stays or camping (within the meaning of § 33 Paragraph 3, Forestry Act 1975)
- Contamination or pollution
- Distribution of printed matter, sales activities, advertising of any kind or collection is prohibited
- Horse riding

### c) Bringing of personal items

Personal items or objects that endanger the safety of people or

the substance of the palace property may not be brought onto the Hellbrunn property. These include, in particular:

- Drones or other flying objects of any kind
- Noise instruments of any kind
- Pyrotechnic articles of any kind
- Weapons and objects with weapon-like effects

In addition, the following applies to the area within the buildings:

- Over-wear (including rainwear), crash helmets, umbrellas, backpacks and bags from a size of 30 x 30 cm (except handbags) must be handed in at the cloakroom. No liability is assumed for any valuables contained therein. Items that are not retrieved from the cloakroom within 24 hours will be handed over to the lost property office.

### d) Exposure to splashing water

Splashing water is to be expected at any time in the area of the trick fountains. This is intentional and part of the event. This can lead to a soaking of clothing, footwear and accompanying objects.

We assume no liability for any damages resulting from the action of splashing water.

### e) Admission Tickets

The trick fountains and palace exhibition areas may only be entered with a valid admission ticket. The Hellbrunn Palace Administration reserves the right to check the access authorisation and to refuse access in the absence of a valid access authorisation and to expel people. Admission tickets must therefore be kept until the end of the visit and presented on request.

In the case of special events, other areas may also be temporarily closed or accessible only upon payment of an (additional) entrance fee. The prices shown in the relevant price list of the special event (gross prices) shall then apply.

The purchase and use of any

admission ticket may be subject to the presentation of a valid, official photo-ID document.

There is no legal entitlement to the purchase or reservation of any admission ticket.

The Hellbrunn Palace Administration is not obliged to check whether the visitor has legally purchased the admission ticket.

A return or exchange of paid admission tickets is not possible.

In particular, a replacement for admission tickets will not be made if said tickets have not been used or have only been partially used or have been lost.

Temporarily limited visiting possibilities, for example due to technical malfunctions or defects, special events, weather-related closures or premature termination of guided tours, do not constitute a reason for the return of admission tickets.

Purchased admission tickets are valid indefinitely until they are invalidated, but any difference to the daily admission price must be paid.

### C. CAR PARK USE

By taking the parking ticket, a parking card or the actual entry of a motor vehicle, the user of the parking facility accepts the following terms of use:

1. The supply of the ticket at the entrance barrier entitles the vehicle to be parked for a maximum period of 48 hours, calculated from the time of entry.
2. In the car park, the provisions of the StVO (highway code) and the Motor Vehicle Law apply, as do the rates shown for use. Any verbal instructions given by the staff for the removal of vehicles must be duly observed, including any signage, even where they may be only temporarily attached. Every person in the car park is responsible for exercising due diligence for traffic, even if employees of the

Hellbrunn Palace Administration are available to assist him with instructions.

3. When the vehicle is parked, the parking space is deemed to have been properly handed over for the duration of use.
4. The use of the parking facilities is at the user's own risk. In particular, Hellbrunn and any contractual parking partner is not liable for any damages caused by other tenants or third parties.

The Hellbrunn Palace Administration does not assume any duty of care or safekeeping for parked vehicles. In particular, there is no guarding or safekeeping of parked vehicles.

5. The Hellbrunn Palace Administration shall only be liable within the framework of the contractual obligations for such damages that have been caused by it or by Hellbrunn Palace, their personnel or other fulfilment agents and which have been caused by gross negligence or intent. Such damages must be reported to Hellbrunn Palace Administration immediately in writing.
6. The parking of vehicles with a leaking fuel system or other defects that endanger or could endanger the operation of the parking facility is not permitted. The same applies if the vehicle load could endanger people or property.
7. The parked vehicle must be secured against unauthorised use as is customary on the roads.
8. Exit from the car park is only permitted against payment of the respectively valid tariff at the parking ticket machine. The price amount (tariff) can be found at the parking ticket machine.
9. In the event of loss of the ticket, the usage fee is the fee indicated at the ticket

machine, unless Hellbrunn and/or the operator can prove a longer period of use. In this case, the fee must be paid for the actual time of provision of the parking space.

10. The use of fire and open light is not permitted in the entire car park.
11. Parking of trailers and caravans are only permitted if they are connected to a towing vehicle.
12. The stay in the car park is not permitted beyond the time of the pure parking and pick-up process, and in particular camping is prohibited. Parking a motorhome or caravan between the hours of 22:00 and 06:00 is considered camping.
13. Hellbrunn Palace Administration may, at the risk and expense of the vehicle owner, arrange for the vehicle to be removed if:
  - a) the parked vehicle could endanger the operation of the parking facility or people due to loss of fuel or other defects
  - b) the vehicle is not deemed roadworthy by the police or is removed from the roads by the police during the parking period or does not have an official registration number plate
  - c) the vehicle is parked contrary to traffic regulations, obstructive or parked in reserved places.
14. For all claims arising from the use, the Hellbrunn Palace Administration has a right of retention as well as a legal lien on the parked vehicle and its accessories.
15. In cases of free use of parking spaces, the above contractual provisions shall apply accordingly, with the exception of the provision on the fee to be paid.
16. In principle, the car park is only intended for the short-term parking of vehicles.

The palace administration can therefore have any vehicle towed at the expense and risk of the vehicle owner in the event of violations.

17. In the car park, any form of use that is not causatively associated with the vehicle parking is prohibited. Among other things, games and sports of any kind as well as any bicycle traffic are prohibited in the car park.
18. The driver shall not cause undue noise with the driven motor vehicle and any trailer towed by it, nor shall he cause more smoke, foul odour or harmful air pollution than is unavoidable within the proper condition and proper operation of the vehicle. "Warming up" the vehicle for example, for the sole purpose of operating an air conditioning system in the vehicle is in any case an avoidable air pollution and thereby prohibited.

In addition, Part B of the TERMS OF USE FOR VISITORS also applies to all persons staying in the car park.

#### **D. GENERAL TERMS AND CONDITIONS FOR EVENTS AND USE FOR OTHER COMMERCIAL PURPOSES**

- a) The use of parts of the property for holding an event or for other commercial purposes is only permitted with the express written permission of the palace administration.
- b) The responsible party within the meaning of these provisions is anyone who rents parts of the property in order to hold an event or to carry out a commercial activity. Whether the event is accessible to all visitors or only to a limited group has here no relevance, regardless of whether admission is granted for a fee or whether it is free admission.
- c) The party responsible

carries out its activities at his own risk and on his own account and is not a representative of the property owner or the Hellbrunn Palace Administration. The responsible party is solely responsible in particular for obtaining any necessary official permits at his own expense as well as for compliance with any resulting requirements and compliance with all legal provisions.

- d) The responsible party is solely responsible for traffic safety in the area provided in each case for the duration of the contract unless a written agreement to the contrary has been expressly made with the Hellbrunn Palace Administration.

Each responsible party has, amongst other requirements, to ensure that all escape and other traffic routes in the area provided to him are kept fully free of any blockages/obstacles. The responsible party is obliged to properly protect the areas used against dangers at his own expense. With regard to his use and the associated actions or omissions, he fully accepts all liability for any and all damages as well as with regard to the items/equipment set up by him according to § 1318 ABGB (building owner's liability) and § 1319 ABGB (building liability) as well as, with regard to the areas of land covered by the contract, the road owner's liability pursuant to § 1319a ABGB.

The event organiser must indemnify and hold harmless the Hellbrunn Palace Administration in this regard and from all other claims of third parties in connection with the use of the contractual area, in particular he must stand with the Hellbrunn Palace Administration in the event of any litigation pursuant to §§ 17 ZPO ff on the part of the Hellbrunn Palace Administration and

reimburse it for any and all costs of the necessary legal defence/case.

- e) The responsible party is obliged to indemnify and hold harmless the Hellbrunn Palace Administration for all damages resulting from unreasonable or health-endangering noise, regardless of fault.
- f) The responsible party bears the entire risk for the parts of the property that have been allocated and/or taken over for the allocated event. In particular, he is liable for all damages, including consequential damages, caused by him, his authorised representatives, those commissioned by him, and his guests to the detriment of the Hellbrunn Palace Administration and/or third parties. This applies in particular to damage to the property including inventory, to damage resulting from delayed or non-contractual clearing as well as damage as a result of damage to reputation and creditworthiness.

If technically, organisationally and economically possible, any damage incurred will be repaired immediately by the Hellbrunn Palace Administration at the expense and risk of the responsible party.

The responsible party is not authorised to carry out repair work himself.

- g) All orders of the staff of the Hellbrunn Palace Administration or of any security service commissioned by it, must be complied with without exception and without delay.
- h) Any liability of the Hellbrunn Palace Administration for slight negligence, the compensation of consequential damages, pure financial losses, lost profits, and/or damages from claims of third parties against the responsible party are excluded.

- Hellbrunn Palace Administration shall only be liable for damages caused by it or by a person for whom it is responsible, intentionally or through gross negligence. Hellbrunn Palace Administration is not liable for services to be provided by third parties. This liability is also limited in amount to the fee paid by the responsible party.
- The Hellbrunn Palace Administration is not liable for personal objects or belongings which have been lost, destroyed or otherwise damaged in connection with or during the event organised by the responsible party, his authorised representatives and agents as well as his guests. Security monitoring during the event is not provided by the Hellbrunn Palace Administration.
- i) Hellbrunn Palace Administration assumes no liability for any technical faults outside the sphere of influence of the Hellbrunn Palace Administration as well as interruptions or disruptions of the utilities supply (electricity, water, etc.), or for other operational disruptions of any kind, which are due to Force Majeure or the fault of third parties. Insofar as any W-LAN and technical devices, such as beamers or sound systems, are provided by the Hellbrunn Palace Administration in individual cases, the Hellbrunn Palace Administration assumes no liability for their functionality.
- j) Each responsible party is obliged to use the property and/or buildings allocated only within the framework of the contractually agreed purpose. Any further use thereof is expressly prohibited. Regardless of the agreed purpose, any conduct that is likely to damage the reputation and/or image of Hellbrunn Palace property in public is prohibited. The behaviour of guests, customers, employees, suppliers, subcontractors and the like is attributable to the responsible party.
- k) Cooking is prohibited throughout all the interior areas. Likewise, handling open fire is prohibited throughout the entire property and grounds.
- l) All areas made available must be treated with the greatest possible care and respect, and in particular the historical value and historical monument protection must be taken into account.
- Any conduct that could endanger or damage the substance of the property and/or grounds is prohibited. The responsible party is obliged to take all necessary precautions to prevent any damage. This applies in particular to the set-up and take-down work as well as the event activities.
- m) After completion of the take-down work, the event areas must be returned in equally good condition (in particular also immediately cleaned and swept) in which they were handed over before use. All areas provided indoors must be protected against access by unauthorised persons, in particular by securing and locking the premises when leaving.
- n) Any form of image and/or audio recordings made in the area provided are the complete responsibility of the responsible party.
- o) Maintaining peace and order
- The responsible party must ensure the maintenance of peace and order during his event by means of suitable and sufficiently present personnel.
- p) Transfer of existing rights
- The responsible party is prohibited from transferring the parts of the property that have been taken into inventory to third parties.
- q) Personnel
- Unless otherwise contractually agreed in writing, the provision of premises or areas does not include the provision of personnel.
- r) Schedule and information on the number of visitors
- When staging an event, the responsible party must submit a detailed and time-determined schedule of the event to the Hellbrunn Palace Administration in writing no later than 14 days before the start of the event. Technical requirements, in particular required power connections, must be communicated to Hellbrunn Palace Administration as soon as possible, but no later than 3 working days before the start of the event.
- Unless expressly contractually guaranteed, the Hellbrunn Palace Administration assumes no liability for the feasibility of the desired technical requirements and this does not justify any claims of any kind by the responsible party against the Hellbrunn Palace Administration.
- The aforementioned schedule must also include the name of an authorised natural person of the responsible party, as well as a mobile phone number under which this person can be contacted during the entire duration of the event. With his nomination, this person is deemed to be authorised to accept declarations of intent from the Hellbrunn Palace Administration as well as any official orders with binding effect for the event organiser. Upon request, this person must prove his identity to the Hellbrunn Palace Administration by means of an official photo ID document. If this authorised natural person cannot be reached, every auxiliary agent of the responsible party who can be found on-site shall be deemed to be entitled to

<p>receive such declarations or orders.</p>	<p>handover unless damage is reported in writing immediately upon handover and also confirmed as damage by the Hellbrunn Palace Administration.</p>	<p>All built-up superstructures, tripods and ladders must be equipped with plates or protective felt to protect the floors.</p>
<p>The maximum number of visitors must also be defined at the same time as the aforementioned schedule. This number may then not be exceeded by the responsible party. If the number of visitors is nevertheless exceeded, the Hellbrunn Palace Administration is optionally entitled to cancel or postpone the event, or to levy a 100% surcharge on the contractually agreed usage fee as a contractual penalty.</p>	<p>Any defects that occur during an event must also be reported immediately to the staff of the Hellbrunn Palace Administration present on-site and also in writing to the Hellbrunn Palace Administration. If this notification is not made in time, any claims that can be derived from this are forfeited.</p>	<p>Power and other cables must be covered in a trip-proof manner.</p>
<p>The maximum number of visitors permitted for the areas stated below is defined as follows, unless lower numbers of visitors are prescribed by official requirements in individual cases:</p>	<p>t) Structural or technical changes</p> <p>Changes to structural or technical installations and facilities are prohibited without exception. Interference with technical systems is also prohibited.</p>	<p>All decorations, equipment and stage structures must be made of fireproof materials.</p>
<p>Orangery: max. 200 people Palace: max. 200 people</p>	<p>u) Bringing items on-site</p> <p>Items of any kind (e.g. technical systems or furniture), may only be brought on-site with the express written permission of the Hellbrunn Palace Administration.</p>	<p>Shut-off valves, metres, etc. are to be kept freely accessible at all times.</p>
<p>s) Suitability of the areas given in inventory</p>	<p>The transport of heavy or bulky objects on the palace premises or grounds requires the express written consent of the Hellbrunn Palace Administration. In any case, transport onto the premises may only be carried out with such transport aids that are equipped with rubber wheels.</p>	<p>The installation of advertising material (banners, pylons, boards, displays, etc.) outside the rooms and premises provided is only permitted with the express written consent of Hellbrunn Palace Administration. In the event of violations, the Hellbrunn Palace Administration is authorised to remove them at the risk and expense of the responsible party.</p>
<p>The responsible party has the opportunity to visit the relevant locations before concluding the contract and with the contract conclusion declares them suitable for the respective purpose. Hellbrunn Palace Administration assumes no liability that the contractual subject matter is suitable for the purpose intended by the responsible party. The assessment in this regard is the sole responsibility of the responsible party.</p>	<p>Ladders, scaffolding and other equipment must have appropriate protection for indoor floors if they are used in rooms.</p>	<p>The event organiser is obliged to establish agreement from the Hellbrunn Palace Administration when attaching or setting up decoration material or other objects. However, such agreement does not replace any necessary official approvals. The responsible party is solely responsible for obtaining these official permits.</p>
<p>When handing over the space or areas provided, the responsible party or his authorised representative must be present in person. Detected defects must be reported by the event organiser immediately in writing otherwise all claims will be forfeited. The application of § 924 sentence 2 ABGB is excluded by mutual agreement.</p>	<p>All fastenings (e.g. with nails, adhesive strips, needles or cords) on parts of the building or furniture are prohibited for the protection of the historical substance.</p>	<p>All items brought in must be placed in a safe manner not affecting traffic.</p>
<p>The contractual infrastructure including furniture is in perfect condition at the time of</p>	<p>For built-up superstructures, a minimum distance of 50 cm from all walls and fixed objects must be observed.</p>	<p>v) Value-enhancing measures</p> <p>The Hellbrunn Palace Administration will in no case provide compensation for any measures that increase value. Any such investments are transferred to the property of the Hellbrunn Palace Administration without compensation, whereby the latter also has the right to demand the elimination of these investments from the event organiser.</p> <p>Vehicles left behind by the responsible party can be</p>

<p>stored by the Hellbrunn Palace Administration at the risk and expense of the responsible party. In the event that the responsible party does not pick them up within 14 days of notification and at the same time pay any costs incurred, the vehicles shall be deemed to have been abandoned and can be disposed of at the expense of the responsible party.</p>	<p>damage the reputation or image of Hellbrunn Palace.</p>	<p>bb) PR and marketing measures</p>
<p>w) Granting of access</p>	<p>- if the event is prohibited, whether by official order or by the Hellbrunn Palace Administration, the contractually agreed costs for use must be paid in full. The same applies if access is denied to individual persons or groups of persons.</p>	<p>For all PR and marketing measures in connection with the event, the responsible party must reach a written agreement with the Hellbrunn Palace Administration prior to their implementation.</p>
<p>Admission for official representatives, Hellbrunn Palace Administration representatives and/or persons and companies commissioned by it, must be given to the allocated and/or handed-over areas at any time and without hindrance. In particular, no locks may be replaced or additionally attached.</p>	<p>- If an event is held despite a pronounced prohibition, a 100% surcharge on the contractually agreed usage fee must be paid as a contractual penalty.</p>	<p>cc) Delivery services</p> <p>Hellbrunn Palace Administration is not obliged to accept deliveries of delivery services or to receive supplies for the responsible party. Should such a receipt nevertheless be made by the Hellbrunn Palace Administration, any liability for this is excluded.</p>
<p>The Hellbrunn Palace Administration is entitled to carry out visits and guided tours on the areas used by the event organiser during the term of the event contract and thus to grant visitors access, provided that this does not significantly impair the purpose of the event or the legitimate interests of the responsible party.</p>	<p>y) Unauthorised prolonged use</p>	<p>dd) Return of allocated and/or handed-over areas</p>
<p>x) Refusal of access or prohibition of the event</p>	<p>In the event of unauthorised prolonged use, whereby this includes, in particular, untimely dismantling and complete removal, the responsible party is obliged to pay a contractual penalty. This amounts to twice the contractually stipulated daily fee per day or part thereof. Hellbrunn Palace Administration expressly reserves the right to assert further damages.</p>	<p>The areas made available must be returned on the agreed date in such a cleaned and proper condition as they were handed over. Any burden of proof lies with the responsible party. The agreed date for the return of the allocated and/or handed over areas is the day following the event at 7:00 a.m.</p>
<p>The palace administration is entitled to:</p>	<p>z) Event liability insurance</p>	<p>ee) Withdrawal from the contract for good cause</p>
<p>- refuse admission to an event if the contractual conditions to be fulfilled are not fulfilled by the responsible party,</p>	<p>The responsible party must take out sufficient event liability insurance and indemnify and hold harmless the City of Salzburg, SIG and the Palace Administration against any claims by third parties.</p>	<p>Hellbrunn Palace Administration is entitled to withdraw from the contract for good cause without setting a grace period if it becomes known that</p>
<p>- order appropriate measures to remedy maladministration and cancel the event in the event of infringement of these orders.</p>	<p>aa) Costs, duties and fees</p>	<p>- The planned event could cause a disturbance of public peace, order or security or could damage the reputation or image of the palace property or its owner</p>
<p>- deny persons admission to an event for safety, fire or building regulation reasons. Likewise, access may be denied to individual persons or groups of persons if there is reasonable concern that their visit could</p>	<p>All costs, duties and fees incurred in connection with the provision of Hellbrunn property parts shall be borne by the responsible party.</p>	<p>- The responsible party violates these T&amp;Cs or his other contractual obligations</p>
	<p>Should the Hellbrunn Palace Administration nevertheless be claimed against for such payments for whatever legal reason, the responsible party shall indemnify and hold the Hellbrunn Palace Administration harmless.</p>	<p>- The responsible party is not economically able to pay the costs and is not able to provide a bank guarantee for this</p>



- The property cannot be provided in whole or in part as a result of Force Majeure (e.g. fire, storms, etc.)

In these cases, the responsible party has no right to claims against the Hellbrunn Palace Administration.

## E. PROVISIONS FOR VOUCHER AGREEMENTS

### a) Voucher customers

Hellbrunn Palace Administration may conclude voucher agreements with travel agencies, tourist guides, accommodation companies and other companies in the tourism industry (voucher customers). These are used for cashless collection of entrance fees. No legal claims are accepted for the conclusion of such an agreement.

### b) Validity request

Voucher customers must make bookings in writing. The booking must be made stating the date, time and number of visitors.

In addition, it must be confirmed whether the tour will take place in German or English. Languages deviating from these require a separate agreement with the Hellbrunn Palace Administration.

Each booking is only binding for the palace administration if it has been expressly confirmed by it in writing.

### c) Cancellation

The cancellation is free of charge only if it is received in writing by the Hellbrunn Palace Administration no later than 24 hours before the agreed date. After this period, the entrance fees will be charged according to the reservation.

### d) Voucher redemption

Upon arrival, the voucher customer's representative will hand in the voucher issued by his company at the trick fountains cash desk. All agreed services, the number of visitors and the exact billing address are to be listed on this voucher. At the risk and expense of his

company, the representative is authorised to make minor corrections to the number of visitors in writing on the voucher and to confirm this with his signature.

### e) Billing

The billing done by the Hellbrunn Palace Administration is issued after the visit has been completed or after a reservation that was not cancelled in due time. Payments shall be made free of charge to the beneficiary within 20 days without deductions. The voucher customer is responsible for ensuring that his payments refer exactly to the invoice number and can be accurately assigned beyond any doubt.

### f) Termination of the voucher agreement

Hellbrunn Palace Administration is entitled to terminate the voucher agreement without notice if

- the voucher customer is in default of payment
- the Hellbrunn Palace Administration has substantiated information according to which the solvency of the voucher customer may have deteriorated

With the termination of the voucher agreement by the Hellbrunn Palace Administration, all reservations are also cancelled. No claims against the Hellbrunn Palace Administration as a result of cancellation in the above-mentioned cases can be asserted.