

eventfactory GmbH

Terms and Conditions



1. Parties

Both, principal and agent, the eventfactory GmbH, comply equally with the following terms and conditions.

2. Scope of Services

- 2.1. The scope of the contractual service and the fees result from the written offer and from the costing.
- 2.2. Subsidiary arrangements or modifications which change the scope or the price of the contractual service require the written form.
- 2.3. The offer is subject to the availability of the funding agency at the written placing of order and requires a reconfirmation by the eventfactory GmbH when the order is placed.
- 2.4. Every service from the offer is, if not stated different, offered without any optional booking or reservation.
- 2.5. The eventfactory GmbH is committed to reconfirm the order in written within 10 working-days after the receipt of the placing of order.

3. Financial Handling

- 3.1. The costs listed in the costing and the payment arrangements are regarded as agreed upon.
- 3.2. A minimum attendance forms the basis of the offer. In case of a shortfall or exceeding of this number, the eventfactory GmbH reserves the right to do a post calculation.
- 3.3. If the principal invites the eventfactory GmbH to make an offer and the contract is not placed for the eventfactory GmbH, the eventfactory GmbH is authorized to calculate an appropriate fee for the work already performed.
- 3.4. If the event does not take place for any reasons, the eventfactory GmbH is authorized to calculate an appropriate fee for the work already performed.
- 3.5. For drinks, tickets and services not mentioned in the costing, eventfactory charges a handling fee of 10%.

4. Payment Arrangements

If not stated different, the following terms of payment apply:

4.1. For events up to a contract price of € 10.000,00 and for events for new clients, 100 % of the contract sum have to be transferred until 21 days before the date of the event.

4.2. For events for existing clients with a contract price exceeding € 10.000,00, 35 % of the contract sum have to be transferred exempt from charges directly after the contract placing and the receipt of the 1st request for payment. An additional 60 % of the contract sum have to be transferred exempt from charges four weeks before the beginning of the event and after the receipt of the 2nd request for payment. The remaining 5 % of the contract sum are charged to the principal's account with possible additional services in the course of the final settlement.

4.3. The final settlement is invoiced by the eventfactory GmbH in a written form and has to be verified by the principal directly after receiving and has to be paid 10 days after the date of issue the latest.

4.4. Costs that result from the management of the event, like miscellaneous taxes, fees, duties and copyright fees etc. are charged on the principal's account.

4.5. Excluded are spendings of the individual demand, all meals which are not mentioned in the offer, drinks, tips, site inspections, as well as all costs which are not been mentioned specifically in the offer.

4.6. Payments must be received in full in EURO. All bank charges, currency conversion, currency exchange control, credit card charges or other charges incurred in connection with any payment will be the sole responsibility of the Customer. Payments may only be made by wire transfer to eventfactory.

5. Cancellation

5.1. The eventfactory GmbH is entitled to the right of cancellation if the agreed part payments are not paid by the principal until the payment date. The cancellation of the relationship through eventfactory does not effect the duty of payments of the principal.

5.2. Unless otherwise agreed, the following cancellation terms are effective:

until 90 days before event starts 20 % of the costs
until 45 days before event starts 60 % of the costs
until 5 days before event starts 90 % of the costs
from 5 days before event starts 100 % of the costs

5.3. Aggravation, endangerment and impairment of extensive character caused by unforeseeable and extraordinary circumstances, like for example war, inner disturbances, epidemics, nature disasters, damage of accommodation entitle both parties to cancellation. Compensations for work already performed or work that still has to be performed are to be paid by the principal.

5.4. In case of bad weather or lack of snow eventfactory may change the program accordingly.

6. Liability

6.1. The eventfactory GmbH is committed to close a sufficient promoter's liability insurance for the event.

6.2. Moreover, it is suggested that the principal closes a broad insurance coverage which ensures immediate aid in case of accident or illness.

7. Jurisdiction

As place of jurisdiction the parties agree on the habitat Innsbruck and the application of the Austrian Law.

8. Subsidiary Arrangements / Written Form

8.1. The contractual parties agree on strict confidentiality about information about third parties which evolved from business connections, also after the termination of the contractual relationship.

8.2. If one or more agreements made in this contract are legally ineffective, the effectiveness of the other contractual provisions is not affected by it. It is agreed that a new regulation, which is closest to the meaning of the origin regulation, replaces the ineffective provision.

8.3 Unless otherwise agreed the agent is permitted to use the company logo and event pictures and videos for his own references.

8.4. The principal is advised that data is saved within the settlement of the contract.

May 2017