

Rules and Regulations Governing the Use of University of Vienna Facilities and Grounds for Events



I. Scope

The following rules and regulations pertain to the use of facilities and grounds of the University of Vienna for events.

II. Liability

1. The organiser of an event is liable for any damage and injuries arising from the use of university facilities and grounds, be it caused by individuals, outside factors or even by coincidence, provided that the damage would not have arisen without the event. The organiser agrees to indemnify and hold harmless the University from and against any claims by third parties arising from the organisation of the event.
2. The organiser is liable, in particular in connection with negligence and strict liability in tort (even if the University of Vienna is liable as an outside partner), for any injuries to visitors of the event either in the facilities where the event takes place or at the entrances or exits of the event rooms. The organiser is responsible for ensuring the safe use of the event location as well as of the entrances and exits to the event (securing the paths, monitoring and guiding the visitors, etc.) and must check the rooms used for the event, as well as the entrances and exits prior to the event. Any unsatisfactory conditions must be documented in writing (in the form of a report listing any deficiencies) and be immediately passed on to the responsible university official. The university official responsible for the checks will try to rectify the deficiencies after countersigning the report. The organiser is liable for any consequences resulting from the limit of the number of visitors being exceeded and agrees to indemnify and hold harmless the University from and against any claims arising from it.
3. The organiser is liable for the orderly realisation of the event in the facilities (grounds) provided for this purpose and for complying with the house rules of the University of Vienna (these can be downloaded at www.univie.ac.at/satzung/hausordnung.html). The organiser is also liable for complying with all legal stipulations and relevant regulations governing all types of events and agrees to indemnify, defend and hold harmless the University from and against any claims, suits and damages.
4. The organiser may only affix advertising posters, other information or announcements in the rooms of the University of Vienna and/or in university buildings if expressly approved by the responsible contact person of the University of Vienna and only in locations provided for this purpose (the responsible contact person will inform the organiser about these). Failure to comply with this rule leaves the organiser liable for any disadvantages and damages arising from it (such as cleaning costs, repair costs, etc.).
5. The University of Vienna assumes no liability for any damage to or theft of objects brought along by the applicant, such as installations, technical equipment and the like, except if the damage or loss occurred due to gross negligence or deliberate behavior on the part of a university employee.
6. The burden of proof always lies with the organiser.
7. The organiser agrees to conclude a third-party insurance with adequate coverage and to provide the University with proof prior to the event upon request.

8. The named representative of the organiser must, together with the usher service provided by the organiser, ensure peace and order and guarantee that the Rules and Regulations governing events as well as all legal stipulations applying to the events are complied with.
9. In the event that the organiser intends to hire the services of a security company for support this must be agreed upon with the University of Vienna in advance (prior to hiring it). The services of the security company before, during and after the event are to be coordinated with the security official of the University of Vienna. The instructions given by the University of Vienna's security official must be strictly followed.
10. A university official will be assigned to supervise the organiser before, during and at the end of the event. The costs for such additional personnel have to be covered by the organiser of the event (see item III of the application form).
11. In the event of emergencies or in case of an evacuation, all persons participating in the event must immediately follow the instructions given by the present university employees.

III. Official Documents

1. The organiser declares to be familiar with the relevant legal rules and official regulations in connection with the event and assumes responsibility for obtaining all official documents (applications) required for the event. The organiser must obtain the official authorisations and make the required reports at his own expense.
2. The organiser must be ready to provide the University with evidence for obtaining the required documents or filing the necessary reports at any time. If the organiser cannot provide evidence for fulfilling this obligation three days before the event begins at the latest, the University of Vienna is authorised to immediately revoke its approval of the event.

IV. Allowing Third Parties to Use Event Facilities and/or Grounds

The University of Vienna strictly forbids the use of event rooms and/or surfaces by third parties and reserves the right to immediately cancel the event if this takes place.

V. Revocation of Approval – Cancellation of Event

1. The University of Vienna can withhold approval for an event and is also authorised to immediately cancel an approved event at any time for the following reasons:
 - a) If less than two weeks have passed between the application for approval of the event and the date of the event.
 - b) If the purpose of the event or the information required in item II. of the application form have been changed, if any required information is not provided, or if there is a well-founded suspicion that the information provided is incomplete or false, as well as in the case of any other breach of trust (such as the violation of the duty to disclose information).
 - c) Default of payment according to item III. of the application form.
 - d) If the organiser cannot prove that all necessary authorisations have been obtained and all necessary reports have been made three days prior to the event (at the latest).
 - e) If the maintenance of order and safety appears compromised by the event and/or the event violates the legal, official or university provisions (in particular the house rules) (the decision lies exclusively with the University).
 - f) In case of a violation of the ban on weapons at the event according to item VI of these Rules and Regulations and/or if there is a well-founded suspicion that a violation might occur during the event.
 - g) Close ties between the organiser, coorganiser, lecturer or speaker with neoNazi, militant or other radical groups (the decision lies exclusively with the University).
 - h) If the public nature of the event is not ensured even though this is stipulated by law.
 - i) If the content or the theme of the event might endanger the public reputation of the University of Vienna and/or if the content or theme of the event violates principles and/or objectives of the University of Vienna (the decision lies exclusively with the University).
 - j) If the event can be expected to negatively impact university activities (the decision lies exclusively with the University).
 - k) If the organiser is in delay of services and payments to the University of Vienna from previous events and/or if the organiser/applicant has previously been denied a permission due to reasons stated above.
 - l) For other comparable serious reasons.
 - m) Force majeure (such as natural disasters).
2. In the event that the University does not permit an event to take place, the fee already paid for use including personnel costs and a deposit must be reimbursed to the organiser – minus the costs already incurred by the University. If an event is cancelled after it has already begun, only the part of the deposit fee that was not used for the specified purpose will be reimbursed to the organiser (but not the fee for the use of the facilities/grounds and/or personnel expenses). The University is not obliged to honor any other claims (claims for damage, etc.) by the organiser.
3. The organiser may cancel the event in writing 14 days prior to the date of the event at the latest at no expense. If the event is cancelled any later, the University of Vienna is authorised to withhold 50% of the agreed usage fee as a cancellation fee or to bill the organiser for this amount. If the event is cancelled within 24 hours before the event is due to start, the University of Vienna is authorised to withhold the entire usage fee (100%) as a cancellation fee or to bill the organiser for this amount. Any other compensation claims on behalf of the University (such as the expenses for outside companies) remain unaffected by this.

IV. Ban on Weapons

Individuals carrying weapons or objects that might harm other persons or things (such as fire-arms, swords, sabers, knives, etc.) are not allowed to attend the event without a special permit from the University of Vienna. The organiser and the usher service hired by the organiser share the responsibility for ensuring that this ban is complied with at the beginning of the event and may bar persons from entering the event if they violate this ban. The university employees on duty are also authorised to make sure that the ban on weapons is complied with (for instance by checking bags and backpacks) and to bar persons violating the ban from entering the event.

VII. Safety Rules

1. Decorative material, advertising material and other material may only be affixed or mounted at designated areas after consulting with the responsible fire prevention officer of the University of Vienna. For such installations only flame-resistant, non-smoking and non-dripping materials as defined by the ÖNORM B 3800 may be used.
2. Escape routes, emergency escape lighting, fire extinguishers and fire alarms must not be adjusted or covered under any circumstances.
3. Furthermore, the organiser is obliged, according to § 24 of the Vienna Event Act, to make sure that basic medical supplies (first-aid kit) are available in a proper and hygienic state for the case of emergencies. Events with 1,000 to 20,000 participants can only take place if there is at least one paramedic (1 paramedic per 1,000 participants) and one emergency doctor present. For events with more than 20,000 participants another emergency doctor and one paramedic per 1,000 participants must be present.
4. Failure to comply with these rules leaves the organiser liable without limitation for any injuries or damages resulting from it. Furthermore, the University of Vienna is authorised to cancel the event in the case of a violation.

VIII. Smoking Ban

It is strictly prohibited by law to smoke in the rooms and facilities of the University of Vienna (§ 12 of the Tobacco Act). The organiser agrees and undertakes to inform the participants of the event about this ban and is responsible for ensuring that the ban is complied with.

IX. Equipment

By signing this application the organiser agrees that all technical and other equipment of the room applied for will meet the demands of the event in question.

X. Miscellaneous

1. The organiser agrees and undertakes to comply with the University of Vienna's house rules which can be downloaded at <http://www.univie.ac.at/satzung/hausordnung.html>. By signing the application, the organiser confirms that he/she has read and understood the house rules.
2. All costs, fees, expenses and taxes arising from the event must be paid by the organiser.
3. The responsible representative and the organiser are jointly and severally liable for complying with all duties listed in these terms and conditions.
4. Amendments and additions to these General Rules and Regulations are not valid unless expressly agreed upon in writing.

Entry into force: 15 August 2007