

GENERAL TERMS AND CONDITIONS

Spaces: co-working space, team offices, storage, production facilities, meeting & event rooms

Scope: These General Terms and Conditions (GTC) shall apply to all contractual relationships between Destination Wattens Regionalentwicklung GmbH (hereinafter DW) and the Tenants and Users of the Werkstätte Wattens (hereinafter WW) facilities, in particular the co-working space, team offices, storage and production facilities and meeting & event rooms.

1. Tenants and Users

Tenants and Users can be individuals as well as legal entities. Legal entities, however, must specify an individual person as their authorized User.

2. Registration

Enquiries for renting or using facilities can be made any time and must be submitted in writing using the website enquiry form or by emailing the contact person listed on the website. Contact details are available at www.werkstaette-wattens.at/de/spaces/meetings-events. The rental enquiry must specify the facilities, the intended use, the intended rental period and the desired package. DW reserves the right to reject a request without stating a specific reason.

3. Access

All Tenants and their employees and co-workers will be issued a personal access card. A deposit of € 10.00 must be made per access card. If the card is lost, the € 10.00 deposit must be renewed to obtain another card. Any loss must be reported promptly to the WW reception team so the card can be blocked immediately.

Access cards are non-transferable and may not be passed on under any circumstances. In the event of late notification of if the card was passed on, the cardholder shall be liable for any damage incurred.

4. Community

Membership in the WW Community is included in the Rental Agreement except for facilities booked for external meetings and events. Community membership includes the use of the publicly accessible WW infrastructure and facilities, receipt of the Community newsletter (upon subscription) and participation in various exclusive Community events.

5. Rates and discounts

All rates and packages for the co-working space can be found on the WW website. Co-workers are allowed to change to another package after approval by the WW team. The rental fee will be charged on a pro rata basis for the specific amount of days.

Rental enquiries can be made directly with the contact persons listed on the WW website.

All rates for facilities listed on the website are exclusive of 20% VAT. The prices for the co-working space include 20% VAT as well a service charge (electricity, heating, Internet, etc.). Rates may be adjusted at any time. Rental rates for the team offices, storage and production facilities as well as for event rooms are defined in the Rental Agreement or quoted in the respective offer.

Cancellation fees are listed in the offer.

The following discounts are granted for renting meeting and event rooms:

- WW Community members: 50% discount
- Co-financing partners (D. Swarovski KG, municipality of Wattens): 25% discount
- Universities, universities of applied sciences and associations for cultural events: 50% discount

6. Payment terms

For monthly payments, the payment period is one calendar month. All relevant fees are due in advance. For the month during which the registration is made, only pro rata charges for the remaining days of the month will be invoiced. There is no refund for services not used. Invoicing for event rooms will be done by email after the end of the each event. Variable services (seminar fees, colour prints, etc.) will be invoiced on a time and material basis.

7. Contract duration and cancellation

Rental Agreements for the co-working space may be terminated at the end of every month with 10 days' notice. If the contract is not terminated, it will be automatically extended and invoiced as scheduled at the beginning of the next month.

Rental Agreements for the team offices, storage and production facilities may be terminated in accordance with the cancellation terms stated in the Agreement.

8. House and Community Rules

The House and Community Rules shall apply for the use of all facilities. In case of violation of these rules, Users commit themselves to indemnify and hold harmless DW.

8.1. Users must behave in such a way that the operation in the co-working space is not impaired and other persons are neither endangered nor disturbed.

8.2. Users shall treat the WW facilities and objects with care and attention. Workplaces are to be kept clean. If any damage is discovered by the User, the WW team is to be informed immediately.

8.3. For Flex Rate Users, it cannot be guaranteed that a workstation will be available to the User at all times.

8.4 No liability will be assumed by the operator of WW for personal belongings brought to the premises.

8.5. Conversations and telephone calls must be done quietly or in the telephone cubicles with due consideration for all Users. Mobile phones should always be set to silent mode.

8.6. Children and adolescents under the age of 18 are only allowed to enter the WW premises when accompanied by an adult. The accompanying person will assume liability for all actions of the children/adolescents.

8.7. The WW printers and WiFi shall be used by Community members on a fair use basis. In the event of excessive use, the operator reserves the right to apply additional charges.

8.8. Smoking is prohibited in all premises.

8.9. The shared areas do not provide any private storage space and should therefore be kept free and clean.

8.10. Paper and waste must be disposed of separately in the containers provided.

8.11. Access to the WW premises is generally only permitted for Users and only during the general opening hours (Monday to Friday, 08:00 am to 6:00 pm). Users who have purchased a package with 24/7 access are allowed access beyond the general opening hours unless the operator needs to carry out any maintenance, reconstruction and/or repair work or in the case of announced events in specific facilities.

9. Liability for personal items

No liability shall be assumed for personal items brought into the co-working space or the rented facilities. This also applies to items stored in lockers.

All equipment and tools in the co-working space and the common areas are to be used at the User's own risk. Instructions provided by the DW staff must be followed at all times.

10. Data protection and data use

Personal data is processed according to DW's privacy policy. A current version is available at www.destination-wattens.at/en/imprint.

11. Final provisions

The authorised User(s) to be named in accordance with point 1 of these GTC shall be liable for the fulfilment of all obligations imposed within the scope of these GTC. Any breach of the GTC may be asserted against them.

By agreeing to these GTC, the User explicitly agrees to the data protection declaration in point 10 of these GTC and the House and Community Rules in point 8.

The law of the Republic of Austria shall apply to all legal relationships to the exclusion of all national and international referral norms. The exclusive place of jurisdiction is agreed to be the competent court in Innsbruck.

Printing and typesetting errors and mistakes reserved.

If individual parts of these GTC are or become invalid, this shall not lead to the invalidity of the entire GTC. The remaining provisions shall remain in force.

Wattens, 26 March 2020