



MIRAGE

DIE EVENTLOCATION IM PRATER

General Terms and Conditions (GTC) – Mirage

1. GENERAL INFORMATION

These General Terms and Conditions (GTC) govern the business relationship between Mirage, Vienna (hereinafter referred to as “Mirage”) and the customer who rents the premises for an event (hereinafter referred to as “event or organiser”). By booking and confirming the event, the customer accepts these GTC.

2. BOOKING AND CONCLUSION OF CONTRACT

2.1. Bookings for events at Mirage must be made in writing by email.

2.2. The contract shall come into effect upon written confirmation of the offer by Mirage.

2.3. Upon confirmation of the booking, a deposit of 30% of the total cost is payable.

2.4. Upon signing the contract, an additional 30% of the expected total costs is due as a deposit, which must be transferred to the Mirage account specified on the invoice. The remaining payment is due 7 days after the event.

3. TERMS OF PAYMENT

3.1. The deposit must be paid within 7 days of receipt of the signed offer or deposit invoice.

3.2. The remaining 70% of the total costs must be paid no later than 7 days after the event or after the total invoice has been issued.

3.3. For bookings made less than 14 days before the event, the total amount is due immediately.

3.4. Exceeding the rental period is not permitted. Each hour or part thereof will be charged at €350.00 net.

4. CANCELLATION POLICY

4.1. Cancellation of the event must be made in writing or by email.

4.2. If you cancel up to 90 days before the event, the full deposit will be refunded.

4.3. For cancellations made between 90 and 30 days prior to the event, Mirage will retain the 30% deposit as a cancellation fee. No further refunds will be made.

4.4. For cancellations made less than 30 days prior to the event, 100% of the total cost will be charged as a cancellation fee.



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4.5. Third-party providers (photographers, technical service providers, artists, caterers, etc.) booked through Mirage are subject to their own cancellation policies. These will be charged to the customer.

4.6. The landlord is entitled to offset the cancellation fee against any advance payments/deposits made by the tenant and to retain these.

4.7. The organiser agrees that any cancellation fees may be charged directly by Mirage. Any further claims shall be governed by the respective contracts with the third-party provider.

5. TAXES AND FEES

5.1. The organiser is responsible for registering and paying all duties and fees as well as event-related taxes. If the Mirage is used directly, the organiser must indemnify and hold harmless.

5.2. For musical performances using audio and video media of any kind, the reproduction rights must be acquired from AKM. The contractual partner is required by law to apply to AKM for the appropriate authorisation in good time before the start of the event. In the event of failure to do so, the contractual partner may be liable for damages under the Copyright Act.

6. LIABILITY AND INSURANCE

6.1. The tenant/organiser is liable for all property damage and personal injury, including consequential damage, caused by them, their employees, agents or guests.

6.2. The Mirage accepts no liability for items brought onto the premises, except in cases of intent or gross negligence on the part of our employees.

6.3. The organiser is obliged to take out liability and property insurance with a minimum coverage of €3,000,000.00. Proof of this must be provided at least 48 hours before the start of the event.

6.4. The organiser is responsible for compliance with all fire safety regulations. Any penalties and consequences shall be borne by the organiser.

7. USE, PERMISSIONS AND RESPONSIBILITY

7.1. The premises may only be used for the agreed purpose. Overnight stays are not permitted.

7.2. All rooms, areas, furnishings, etc. provided must be treated with care and respect in accordance with their designated use. At the end of the agreed period, they must be returned in the same condition as they were in before use, taking into account normal wear and tear.

7.3. The organiser is obliged to obtain the necessary permits (e.g. MA36) and to submit them at least 48 hours before the start of the event..

7.4. The organiser is responsible for compliance with the Youth Protection Act and must submit a corresponding concept.

7.5. A responsible contact person must be appointed in advance and must be present throughout the entire event.



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7.6. Mirage expressly advises the organiser to observe and comply with the Events Act and other event-specific laws and regulations.

7.7. Any official or other requirements must be met by the organiser at their own expense in such a way that Mirage incurs neither expense nor disadvantage. If compliance with these requirements is not (or is no longer) guaranteed for any reason whatsoever, Mirage shall be entitled to prohibit or cancel the event. In this case, the cancellation policy shall apply mutatis mutandis.

7.8. The specified restrictions and noise protection measures must be noted and complied with.

8. DECORATIONS, STRUCTURES AND HOUSE RULES

8.1. All installations and fixtures, including the attachment of decorative materials or technical structures, require the prior written consent of Mirage. It must be ensured that neither the premises nor the structural fabric of Mirage are damaged.

8.2. Decorative materials must be flame-retardant (DIN 4102 B1). Paper or fabric decorations must be secured accordingly.

8.3. Driving on the floors is only permitted with rubber tyres. The use of “ant” trolleys or unsuitable means of transport is prohibited.

8.4. Open flames or lights may only be used with written consent.

8.5. The original condition must be restored after the event, otherwise Mirage will carry out the work at the organiser's expense.

9. TECHNOLOGY AND TRANSPORT

9.1. Independent connection to the mains electricity supply is only permitted by prior arrangement.

9.2. A detailed schedule and a power requirement plan must be submitted at least one week before the event.

9.3. The organiser is solely responsible for securing the goods.

10. MEDIA USAGE & ADVERTISING MEASURES

10.1. The organiser acknowledges and agrees that Mirage or commissioned third parties may take photographs and make video recordings during the event. These recordings may be used by Mirage free of charge for internal purposes as well as for public relations and advertising (e.g. website, social media, print products).

10.2. The processing of personal data in the form of image and video material is carried out in accordance with Art. 6(1)(f) GDPR on the basis of the legitimate interest of Mirage in documenting and promoting its events.



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10.3. If the organiser or individual participants wish to object to the use of image or video material, Mirage must be notified in writing no later than the start of the event. In this case, Mirage will take appropriate measures to exclude the persons concerned from the recording or not to publish their data.

10.4. All advertising measures that contain references to events on the premises of the Mirage require the prior consent of the Mirage.

11. DISMANTLING, REMOVAL AND WASTE DISPOSAL

11.1. The organiser is obliged to remove any materials and waste brought in after the end of the event.

11.2. If this is not done, Mirage will undertake the work at the organiser's expense.

12. TERMINATION

12.1. Mirage may terminate the contract without notice if: payment is in arrears, there are security concerns, official requirements are not met, or the house rules are significantly violated.

12.2. The organiser may terminate the contract if Mirage becomes insolvent, the rental property becomes unusable due to force majeure, or official bans prevent the event from taking place.

12.3. Terminations must be made in writing.

12.4. In the event of breaches of duty by the organiser, no claims for damages may be made against Mirage.

13. ADDITIONAL PROVISIONS

13.1. Event support, security, cloakroom staff and final cleaning must be arranged through Mirage.

13.2. The instructions of the Mirage staff must be followed. Mirage employees have the right to access the rented rooms at any time.

14. FINAL PROVISIONS

14.1. Amendments and additions to this contract must be made in writing.

14.2. Should individual provisions of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.

14.3. The place of jurisdiction is Vienna. Austrian law applies (severability clause).

These General Terms and Conditions shall enter into force immediately upon acceptance of the offer and shall apply to all contracts concluded from the date of entry into force.