

**General Conditions of Participation (Version: August 2024)
for coaching services
of the Vienna Business Agency. A fund of the City of Vienna.**

1. General information

- 1.1. Vienna Business Agency. A fund of the City of Vienna. (hereinafter referred to as “Vienna Business Agency”) has hired entrepreneurs (hereinafter referred to as “Coaches”) to provide coaching services for eligible participants.
- 1.2. The following “General Conditions of Participation” define the prerequisites and conditions for eligible participants to use the coaching services.

2. Eligibility to participate

- 2.1. “Participants” are those persons who meet the criteria specified for the specific coaching services and who have been admitted in writing by the Vienna Business Agency to use the coaching services.
- 2.2. Start-ups, entrepreneurs and small businesses with a start-up project or location in Vienna are eligible to participate. The criteria for the use of coaching services are listed for each coaching service in the coaching programme available at <https://wirtschaftsagentur.at/>.
- 2.3. Use of the coaching services within the scope specified in section 3 is free of charge and voluntary. The Vienna Business Agency will not reimburse Participants for any costs or expenses incurred while using the coaching services.
- 2.4. Participants have no legal claim to the use of coaching services. In particular, the Vienna Business Agency is entitled to revoke Participants’ eligibility (especially those who are not part of the core target group) at any time and without providing a reason, and to change the criteria for using the coaching services.
- 2.5. The right to use coaching services cannot be transferred to third parties.

3. Scope of coaching services

- 3.1. Participants can receive a maximum of the following number of coaching units (CU) of 60 minutes each:
 - Basic coaching: max. 4 CU
 - Coaching for the creative industries: max. 4 CU
 - Coaching for technology sectors: max. 4 CU
 - Growth coaching: max. 6 CU
 - Internationalisation coaching: max. 6 CU
 - Impact coaching: max, 4 CU
 - Coaching “prototyping”: max. 4 CU
- 3.2. The first coaching unit must take place within two months of being admitted to the coaching sessions (assignment), otherwise admission will be revoked. The

number of coaching units specified in section 3.1 can be used within six months of starting the first coaching unit at the latest.

4. Registration

- 4.1. Registration for coaching services is only possible according to the rules laid down for each coaching service. Please send your requests for coaching services to the contact persons listed on <https://viennabusinessagency.at/>. Only staff members of the Vienna Business Agency are authorised to assign you to a coaching session. Participants’ registrations are always binding.
- 4.2. Registrations will be considered on a first-come, first-served basis. The Vienna Business Agency is under no obligation to accept registrations, to implement coaching, or to grant admission to coaching services.

5. Cancellations and changes to coaching services

- 5.1. The Vienna Business Agency reserves the unrestricted right to change the organisation and/or content of the coaching services.
- 5.2. Participants will be duly notified of any cancellations or changes to the coaching services in a suitable format. Participants will not be reimbursed for any expenses or costs of any kind (e.g. travel expenses, loss of time) resulting from cancellations or changes to coaching services.

6. Cancellations and unexcused absences

- 6.1. Participants who are unable to attend a coaching unit can cancel up to two days before the scheduled date of the coaching unit. As a general rule, please always send an email directly to the Coach if you wish to cancel your coaching session. Cancellations by telephone are accepted in special, justified cases.
- 6.2. Participants’ eligibility to use (further) coaching services will be revoked wholly or in part in the following cases:
 - Cancellations less than two days before the coaching unit begins (except in special cases such as illness) and/or repeated unexcused absences from coaching sessions for which they have registered
 - Exclusion from a coaching unit (section 7.2)

7. Use of coaching services

- 7.1. Coaching Participants are expected to behave in a respectful, polite and orderly manner towards the Coaches. The use of the premises in which the coaching sessions are held is at Participants’ own risk.
- 7.2. Coaches are entitled to exclude Participants from a coaching unit after issuing a warning in the following cases:
 - Disruptive behaviour (especially eating, drinking,

talking on the phone, listening to music, making noise)

- Behaviour that endangers the Coach's safety
- Violation of the house rules of the premises where the coaching session is being held
- Behaviour that causes personal injury, property damage or financial loss

Explicit reference is made to the consequences of exclusion from the coaching unit in accordance with section 6.2.

- 7.3. Children and animals are not permitted to attend coaching sessions.
- 7.4. Coaches and employees of the Vienna Business Agency are authorised to give instructions to Participants for the duration and within the framework of the coaching unit.
- 7.5. It is strictly forbidden to capture images, videos or audio recordings of coaching sessions and to use or distribute them in any way, especially using mobile phones, dictaphones, cameras or similar devices.
- 7.6. The documents provided by the Vienna Business Agency or Coaches may not be reproduced, distributed, offered for sale, made available to the public or brought into circulation.
- 7.7. The Vienna Business Agency accepts no liability for personal belongings, including valuables, or for teaching materials provided by Participants.

8. Service confirmations for coaching

- 8.1. Coaches keep records of their coaching services. Participants are obliged to provide proof of the coaching units they have received.

9. Liability

- 9.1. Coaches are responsible for conducting the coaching units. The Vienna Business Agency therefore accepts no responsibility or liability that the contents of the coaching units are complete, correct or up to date. In particular, any liability for loss of profit or financial or consequential damages arising from the application or use of the content, information or knowledge acquired from the coaching units is expressly excluded.
- 9.2. Liability of the Vienna Business Agency and its employees, contractors or other vicarious agents for material or financial damage to Participants in cases of slight negligence is excluded. This applies irrespective of whether the damage is direct or indirect, loss of profit or consequential damage, damage due to delay, impossibility, positive breach of contract, culpa in contrahendo, or defective or incomplete performance. The injured party must prove the existence of gross negligence or intent. Insofar as the liability of the Vienna Business Agency is excluded or limited, this also applies to the personal liability of its staff and employees.
- 9.3. Participants are liable for any damage (in particular soiling, physical damage, etc.) caused by them in accordance with the legal provisions.

10. Data protection

- 10.1. Participants consent to the collection, storage, processing and use of their personal data (in particular first

and last name, email address, postal address, telephone number and date of birth) by the Vienna Business Agency for the purpose and duration of the coaching services.

- 10.2. Data provided by Participants will only be used, stored or processed for the purpose of providing the coaching services and will only be shared with the persons entrusted with providing the coaching services (in particular Coaches) for this purpose.

11. Miscellaneous

- 11.1. The Vienna Business Agency may unilaterally amend these General Conditions of Participation at any time. Amendments or additions to these General Conditions of Participation shall be announced in a suitable format, e.g. by posting them online on <https://viennabusinessagency.at/> or via email. The Vienna Business Agency always communicates with Participants in German.
- 11.2. The Vienna Business Agency reserves the right to change, revoke, discontinue or terminate its coaching services without prior notice and at any time without providing a reason. If this occurs, Participants are not entitled to any claims against the Vienna Business Agency.
- 11.3. Should any provision of these General Terms and Conditions of Participation be invalid, the validity of the remaining General Terms and Conditions of Participation shall not be affected.
- 11.4. These General Terms and Conditions of Participation and the entire legal relationship between Participants and the organiser shall be governed exclusively by Austrian law, to the exclusion of national and supranational conflict-of-law rules.

The Vienna Business Agency accepts no liability for changes, typographical errors or printing errors