

General Terms and Conditions ("GTC")

1. PAYMENT MODALITIES

THE CUSTOMER SHALL MAKE AN ADVANCE PAYMENT TO THE CONTRACTOR PRIOR TO THE EVENT DATE, ON THE CONTRACTOR'S REQUEST, IN THE AMOUNT OF THE CONTRACTUALLY AGREED (NO. 8 ABOVE) MINIMUM SALES AND RESPECTIVELY AS DEFINED ACCORDING TO THE PROVISION IN NO. 2 OF THE GENERAL TERMS AND CONDITIONS. THE ADVANCE PAYMENT WILL BE PAYABLE AT THE LATEST SEVEN DAYS BEFORE THE EVENT DATE. IF THE CORRESPONDING CREDIT IS NOT RECEIVED ON THE CONTRACTOR'S BANK ACCOUNT WITHIN THIS PERIOD, THE CONTRACTOR IS ENTITLED TO AN IMMEDIATE WITHDRAWAL FROM THE PRESENT CONTRACT. IF THE CONTRACTOR EXERCISES THIS RIGHT TO WITHDRAWAL, THE CUSTOMER SHALL BE OBLIGATED TO PAY AN AMOUNT 100% OF THE AGREED MINIMUM SALES AS COMPENSATION FOR HANDLING.

AFTER THE EVENT HAS TAKEN PLACE, THE CONTRACTOR SHALL ISSUE A FINAL INVOICE TO THE CUSTOMER. THE FINAL INVOICE SHALL BE SETTLED BY THE CUSTOMER WITHIN 30 DAYS.

2. COSTS OF ANNULMENT

THE CUSTOMER MAY WITHDRAW FROM THE PRESENT CONTRACT WITHOUT A PAYMENT OF COMPENSATION UNTIL UP TO 121 DAYS BEFORE THE EVENT DATE. IF THE CUSTOMER WITHDRAWS AFTER THAT DATE, IT IS – DEPENDING ON THE DATE OF WITHDRAWAL, IRRESPECTIVE OF THE REASONS HAVING LED TO THE WITHDRAWAL – OBLIGATED TO PAY THE FOLLOWING COMPENSATION FOR HANDLING:

WITHDRAWAL 120 – 91 DAYS BEFORE THE EVENT DATE = 20% OF THE AGREED MINIMUM SALES (NO. 8 ABOVE), PLUS VAT

WITHDRAWAL 90 – 61 DAYS BEFORE THE EVENT DATE = 30% OF THE AGREED MINIMUM SALES (NO. 8 ABOVE), PLUS VAT

WITHDRAWAL 60 – 40 DAYS BEFORE THE EVENT DATE = 50% OF THE AGREED MINIMUM SALES (NO. 8 ABOVE), PLUS VAT

WITHDRAWAL 39 – 20 DAYS BEFORE THE EVENT DATE = 70% OF THE AGREED MINIMUM SALES (NO. 8 ABOVE), PLUS VAT

WITHDRAWAL 19 – 10 DAYS BEFORE THE EVENT DATE = 90% OF THE AGREED MINIMUM SALES (NO. 8 ABOVE), PLUS VAT

WITHDRAWAL 9 DAYS BEFORE THE EVENT DATE = 100% OF THE AGREED MINIMUM SALES (NO. 8 ABOVE), PLUS VAT

THE CUSTOMER SHALL DECLARE ITS WITHDRAWAL FROM THE CONTRACT IN WRITING AND BY REGISTERED MAIL. THE DATE OF RECEIPT OF THE WRITTEN WITHDRAWAL NOTICE SHALL BE THE DATE DECISIVE FOR THE DETERMINATION OF THE COMPENSATION FOR HANDLING OWED BY THE CUSTOMER IN CASE OF A WITHDRAWAL LATER THAN THE 120TH DAY BEFORE THE EVENT DATE.

3. NUMBER OF GUESTS/NO-SHOWS

THE NUMBER OF GUESTS PARTICIPATING IN THE EVENT ACCORDING TO NO. 1 ABOVE ("NUMBER OF PARTICIPANTS") IS BINDING, SUBJECT TO THE FOLLOWING RESERVATIONS:

- THE NUMBER OF PARTICIPANTS CAN BE INCREASED AT ANY TIME ON AGREEMENT TO THE EXTENT, AS THE CONTRACTOR HAS THE REQUIRED CAPACITIES AVAILABLE;
- AT THE LATEST FIVE WORKING DAYS BEFORE THE EVENT DATE, THE CUSTOMER SHALL INFORM THE CONTRACTOR OF THE NUMBER OF PERSONS ACTUALLY ATTENDING THE EVENT; IF THEREUPON FEWER PERSONS (MEASURED BY THE BINDING NUMBER OF PARTICIPANTS) ATTEND THE RELEVANT EVENT, THE CUSTOMER WILL BE INVOICED A FLAT FEE FOR THE AGREED MENU RATE FOR EACH "NO SHOW" GUEST.

4. SCOPE OF THE GTC

THE AGREEMENTS CONCLUDED IN THE CONTRACT DOCUMENT SHALL TAKE PRECEDENCE OVER THE FOLLOWING GTC IN CASE OF DISCREPANCIES BETWEEN THEM.

5. MINIMUM SALES

INsofar AS NO MINIMUM SALES FOR THE BOOKED EVENT HAVE BEEN DEFINED, THE MINIMUM SALES SHALL BE DETERMINED AS FOLLOWS (AS A MINIMUM INVOICE AMOUNT AT THE EXPENSE OF THE CUSTOMER):

COCKTAIL EVENTS: FLAT FEE OF CHF 45.00 PER GUEST

LUNCH AND DINNER: MEAL FEE OF CHF 100 PER GUEST PLUS BEVERAGE FEE (FOR NON-ALCOHOLIC DRINKS) OF CHF 50 PER GUEST

6. BRING-YOUR-OWN FEE

IF WINE OR SPARKLING WINE IS CONSUMED AT THE EVENT, WHICH IS BROUGHT ALONG BY THE CUSTOMER OR DELIVERED BY A THIRD PARTY (ON ORDER OF THE CUSTOMER), THE CUSTOMER SHALL PAY A "BRING-YOUR-OWN FEE" TO THE CONTRACTOR AS FOLLOWS:

- PER BOTTLE OF WINE WITH BOTTLE CONTENT OF 75CL (AND RESPECTIVELY IN CASE OF MAGNUM BOTTLES, A BOTTLE CONTENT OF 75 CL): CHF 45.00
- PER BOTTLE OF SPARKLING WINE WITH BOTTLE CONTENT OF 75CL (AND RESPECTIVELY IN CASE OF MAGNUM BOTTLES, A BOTTLE CONTENT OF 75 CL): CHF 55.00

7. WITHDRAWAL BY THE CONTRACTOR

THE CONTRACTOR SHALL BE ENTITLED TO WITHDRAW FROM THE CONTRACT WITHOUT PAYMENT OF COMPENSATION IF THE EVENT CANNOT BE HELD FOR REASONS OUTSIDE OF THE CONTRACTOR'S RESPONSIBILITY, OR IF THE SECURITY OF THE STAFF OF THE CONTRACTOR AND RESPECTIVELY THE STAFF OF THIRD PARTIES, OR THE REPUTATION OF THE COMPANY IS AT RISK DUE TO THE NATURE OF THE EVENT.

8. ENGAGEMENT OF THIRD PARTIES

THE CONTRACTOR IS ENTITLED TO DELEGATE THE FULFILMENT OF ITS DUTIES BASED ON THIS CONTRACT TO THIRD PARTIES FOR INDEPENDENT IMPLEMENTATION BY THEM. IN THAT CASE, THE CONTRACTOR UNDERTAKES TO MAKE A CAREFUL SELECTION OF SUCH THIRD PARTIES AND SEE TO THEIR PROPER INSTRUCTION. THE COSTS FOR ALL SERVICES WILL THEN BE PASSED ON TO THE CUSTOMER, SUBJECT TO A COORDINATION SURCHARGE OF AT LEAST 15%.

9. MINOR CHANGES TO THE CONTRACTOR'S OFFER

THE CONTRACTOR RESERVES MAKING MINOR CHANGES TO ITS SERVICES IN THE CASE OF TEMPORARY CHANGES IN THE MARKET OFFER, E.G. DUE TO SHORTAGES OF GOODS AVAILABLE IN THE MARKET OR STRONGLY INCREASED PRICES OF SUPPLY. THE CONTRACTOR UNDERTAKES, HOWEVER, TO PROVIDE AN EQUIVALENT REPLACEMENT SERVICE TO THE CUSTOMER IN THAT CASE.

10. SERVICE AND SERVICE TIMES

THE PERFORMANCE OF THE SERVICE STAFF EMPLOYED BY THE CONTRACTOR WILL BE INVOICED IN ACCORDANCE WITH THE HOURLY RATES ACCORDING TO THE CONTRACT AS THE TIME EXPENDED.

DEEMED ORDINARY SERVICE TIMES ARE THE REGULAR OPENING HOURS CITED IN No. 1 OF THE CONTRACT. IF THE EVENT BOOKED BY THE CUSTOMER EXTENDS BEYOND THE ORDINARY OPENING HOURS, THE CONTRACTOR SHALL OBTAIN AN OFFICIAL PERMIT FOR EXCEEDING THE REGULAR OPENING HOURS. THE COSTS FOR THE PERMIT TO EXCEED THE REGULAR OPENING HOURS WILL BE INVOICED IN A FLAT AMOUNT OF CHF 250.00 TO THE CUSTOMER. THE TIME EXPENDED BY THE STAFF OUTSIDE OF THE REGULAR OPENING HOURS WILL BE INVOICED AT THE HOURLY RATES ACCORDING TO THE CONTRACT (REFERRED TO IN THE CONTRACT AS "HOURLY RATE FOR WORK OUTSIDE OF REGULAR OPENING HOURS"), PLUS A FLAT FEE OF CHF 25 PER EMPLOYEE FOR TAXI COSTS.

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11. CUSTOMER'S DUTIES

THE EMERGENCY EXITS AND ESCAPE ROUTES MUST NOT BE USED BY THE CUSTOMER AND ITS VICARIOUS AGENTS FOR THE DELIVERY OF GOODS OR SETTING UP AND REMOVING MATERIAL AND ITEMS OF FURNITURE.

THE CUSTOMER (ESPECIALLY IN THE CASE OF STAGE AND LARGE-SCALE EVENTS) SHALL BEAR THE REQUIRED COSTS FOR THE FIRE AND POLICE MEASURES, AS MANDATED BY THE AUTHORITIES AND THE CONTRACTOR, AND IT SHALL OBSERVE THE CONTRACTOR'S INSTRUCTIONS. THE EMERGENCY EXITS MUST BE KEPT CLEAR IN ALL CASES.

THE CUSTOMER IS RESPONSIBLE FOR THE SMOKING PROHIBITION APPLICABLE IN ALL CLOSED ROOMS BEING OBSERVED. IT SHALL INFORM ITS EMPLOYEES, VICARIOUS AGENTS AND GUESTS ABOUT THIS PROHIBITION.

THE CONTRACTOR IS PROHIBITED FROM USING MATERIALS WITH FIRE HAZARDOUS CHARACTERISTICS FOR THE DECORATION OF THE ROOMS.

ATTENDANCE OF A TECHNICIAN IS MANDATORY DURING THE SETUP AND DISASSEMBLY, REHEARSALS AND DURING PERFORMANCES. IF NO BUILDING TECHNICIAN IS AVAILABLE ON PART OF THE CONTRACTOR, AN EXTERNAL TECHNICIAN SHALL BE ENGAGED BY THE CONTRACTOR. THE TIME EXPENDED BY THE BUILDING TECHNICIAN (ACCORDING TO THE HOURLY RATE DEFINED IN THE CONTRACT) AND RESPECTIVELY THE COSTS FOR THE EXTERNAL TECHNICIAN (PLUS COORDINATION SURCHARGE OF 15%) WILL BE INVOICED TO THE CUSTOMER.

FOR SO-CALLED "NIGHTS OF MISCHIEF", STAGE AND LARGE-SCALE EVENTS, AS WELL AS SPECIAL OCCASIONS, A GUARD AND SECURITY SERVICE IS MANDATORY, WHICH SHALL BE PROVIDED BY PERSONNEL OF A SECURITY COMPANY, ACCORDING TO THE CONTRACTOR'S INSTRUCTIONS. INSOFAR AS THE CORRESPONDING GUARD AND SECURITY SERVICE IS ORGANISED AND CONTRACTED BY THE CONTRACTOR, THE RELATED COSTS (INCLUDING MEAL ALLOWANCES, PLUS COORDINATION SURCHARGE OF 15%) WILL BE INVOICED TO THE CUSTOMER.

THE CUSTOMER IS PROHIBITED FROM MAKING ANY CHANGES WHATSOEVER TO STRUCTURAL AND TECHNICAL EQUIPMENT MADE AVAILABLE BY THE CONTRACTOR. INSTALLATIONS AND EQUIPMENT FOR SPECIAL OCCASIONS (E.G. EXHIBITS) MAY ONLY BE BUILT WITH THE PRIOR WRITTEN APPROVAL FROM THE CONTRACTOR. SHOWCASES AND ADVERTISING INSTALLATIONS MAY NOT BE COVERED.

THE CUSTOMER IS RESPONSIBLE FOR PREVENTING ADMISSION BEING TO MORE PEOPLE THAN APPROPRIATE FOR THE CAPACITY OF THE RENTED ROOM. THE MAXIMUM NUMBERS OF PEOPLE, AS PRESCRIBED BY THE CONTRACTOR ON THE SEATING PLANS, SHALL BE BINDING IN THIS REGARD.

THE CUSTOMER SHALL ENSURE THAT IT AND ITS EMPLOYEES, VICARIOUS AGENTS AND GUESTS OBSERVE ALL NOISE AND POLICE REGULATIONS IN OBSERVATION OF QUIET AND ORDERLY CONDUCT. UNLESS AGREED OTHERWISE IN THE CONTRACT, THE CUSTOMER SHALL OBTAIN THE NECESSARY PERMITS FOR THE IMPLEMENTATION OF THE EVENT ON ITS OWN INITIATIVE, COST AND OWN RISK. EVENT ORGANISERS FOR MUSICAL PERFORMANCES OF ANY KIND SHALL CONTACT SUISA, P.O. Box, 8038 ZURICH.

THE CUSTOMER IS RESPONSIBLE FOR THE REQUIREMENTS ACCORDING TO THE CONTRACT AND THE PRESENT GTC BEING BROUGHT FULLY TO THE ATTENTION OF THIRD PARTIES ENGAGED BY IT (ORCHESTRA, EXHIBITORS, DECORATORS, ETC.) AND FOR THESE BEING OBSERVED BY THEM.

IN THE COURSE OF THE EVENT, MEALS AND BEVERAGES WILL BE OFFERED EXCLUSIVELY BY THE CONTRACTOR. IF MEALS AND BEVERAGES ARE OFFERED BY THE CUSTOMER WITHOUT THE WRITTEN AGREEMENT BY THE CONTRACTOR, THE CONTRACTOR WILL BE ENTITLED TO INVOICE THE LOST SALES TO THE CUSTOMER.

12. DISPOSAL

THE CONTRACTOR SHALL DISPOSE OF A VOLUME OF MAX. 120 LITRES OF WASTE FREE OF CHARGE. ANY QUANTITIES IN EXCESS THEREOF WILL BE INVOICED AT CHF 15.00 PER 120 LITRES. THE PERSONNEL EXPENSES RELATED TO THE WASTE DISPOSAL WILL BE INVOICED ADDITIONALLY, ACCORDING TO THE EFFECTIVE EXPENDITURE OF TIME.

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13. LIABILITY OF THE CUSTOMER

THE CUSTOMER SHALL BE LIABLE (INDEPENDENT OF FAULT) FOR ALL DAMAGES AND LOSSES CAUSED BY IT, ITS EMPLOYEES, VICARIOUS AGENTS AND GUESTS TO THE ROOMS, EQUIPMENT, FURNITURE, AND SURROUNDINGS.

THE CUSTOMER SHALL BEAR ALL CONSEQUENCES, IN PARTICULAR FINES, WHICH ARISE FROM THE VIOLATION OF NOISE AND POLICE REGULATIONS. IF CHARGES ARE BROUGHT AGAINST THE CONTRACTOR OR ITS EMPLOYEES DUE TO SUCH VIOLATIONS, THE CUSTOMER SHALL INDEMNIFY IT TO THE FULL EXTENT.

THE CUSTOMER IS OBLIGATED TO REPORT THE END OF THE EVENT ON TIME TO THE ACTING CHIEF OF SERVICE OR THE TECHNICIAN OF THE CONTRACTOR, SO THAT THE EQUIPMENT (E.G. SOUND SYSTEM) PROVIDED BY THE CONTRACTOR AND SUCH RENTED FROM THIRD PARTIES CAN BE CHECKED AND REMOVED. THE CUSTOMER SHALL BE LIABLE FOR DEFECTIVE OR MISSING EQUIPMENT (INDEPENDENT OF FAULT).

THE CUSTOMER SHALL BE RESPONSIBLE FOR ALL REQUIRED INSURANCE. THE CONTRACTOR MAY DEMAND VERIFICATION OF SUCH INSURANCE. ANY ITEMS PROVIDED SHALL BE INSURED APPROPRIATELY BY THE CUSTOMER AT ITS OWN COSTS. THE CONTRACTOR REJECTS ANY LIABILITY.

14. LIABILITY OF THE CONTRACTOR

THE CONTRACTOR IS LIABLE TO THE CUSTOMER ONLY IN CASE OF INTENTIONAL OR GROSS NEGLIGENT CAUSATION OF DAMAGE UNDER THE CONTRACT OR OUTSIDE OF THE CONTRACT. THE RELEVANT LIABILITY IS LIMITED TO A MAXIMUM AMOUNT OF CHF 50,000. THE BURDEN OF PROOF FOR FAULT IS ON THE CUSTOMER. ANY FURTHER LIABILITY IS WAIVED.

15. APPLICABLE LAW / PLACE OF JURISDICTION

THE PRESENT CONTRACT IS EXCLUSIVELY GOVERNED BY SWISS LAW. THE PLACE OF JURISDICTION IS ZÜRICH.

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16. GENERAL TERMS AND CONDITIONS ("GTC")

THE ENCLOSED GENERAL TERMS AND CONDITIONS (GTC) DATED JULY 2014 ARE AN INTEGRAL PART OF THE PRESENT CONTRACT. BY SIGNATURE, THE CUSTOMER CONFIRMS TO HAVE RECEIVED THE GTC AND TAKEN NOTICE OF THEIR CONTENTS.

17. SIGNATURES

THE CUSTOMER:

THE CONTRACTOR:

PLACE AND DATE: _____

PLACE AND DATE: _____

SIGNATURE: _____
(FIRST NAME, LAST NAME)

SIGNATURE: _____
(FIRST NAME, LAST NAME)