

General Terms and Conditions (“GTC”)

for functions / events

This English text is a non-binding convenience translation. The authoritative version is the German original. In the event of any discrepancy, the German version prevails (see clause 16).

1. Scope of the GTC

These General Terms and Conditions form an annex to and an integral part of the contract concluded between the parties. Any deviation from these General Terms and Conditions requires written agreement of the parties in the contract. In the event of conflict, the provisions set out in the contract document take precedence over the following GTC. No conflict exists where these GTC specify the contract in more detail and/or contain provisions going beyond the contract, unless the contract expressly stipulates the exclusion of a corresponding provision of these GTC.

2. Minimum Revenue

Insofar as no minimum revenue for the booked function has been specified in the contract, the minimum revenue (as the minimum invoice amount payable by the Client) is determined as follows:

Aperitif functions:	Flat rate of CHF 45.00 (incl. VAT) per guest.
Lunch and dinner:	Food flat rate of CHF 100 (incl. VAT) per guest, plus a beverage flat rate (for non-alcoholic beverages) of CHF 50 (incl. VAT) per guest.

3. Number of Persons / No Show

The number of guests attending the function under the contract (“pers.”) is binding subject to the following reservations:

An increase in the number of participants is possible at any time with the Contractor’s consent, provided the capacity required on the Contractor’s side is available.

No later than five days before the date of the function, the Client must notify the Contractor of the number of persons actually attending the function.

If fewer persons then attend the relevant function (measured against the binding number of participants), the Client will be charged a flat “No Show” fee per guest who fails to appear, equal to the respective menu price.

4. Corkage Fee

If the Client provides its own wines, sparkling wines or spirits, or such items supplied by third parties, for the event, a corkage fee in the amount agreed in the contract is payable to the Contractor.

5. Withdrawal by the Contractor

The Contractor may withdraw from the contract without giving reasons and without compensation up to 121 days before the date of the function.

The Contractor is entitled to withdraw from the contract without compensation at any time, insofar as the function cannot be held for reasons not attributable to the Contractor (including force majeure) or for other important reasons. An important reason exists in particular where there are justified grounds to assume that the nature of the function endangers the safety of the Contractor’s staff or of third parties, or the reputation of the establishment or the Contractor.

6. Cancellation Costs

The Client may withdraw from the contract without giving reasons and without compensation up to 121 days before the date of the function. If the Client withdraws from the contract after that point, it is obliged – depending on the time of withdrawal and irrespective of the reasons that led to the withdrawal – to pay the following cancellation compensation:

- Withdrawal 120 – 91 days before the date of the function = 20% of the agreed minimum revenue (per clause 2 GTC or the contract), incl. VAT.
- Withdrawal 90 – 61 days before the date of the function = 30% of the agreed minimum revenue (per clause 2 GTC or the contract), incl. VAT.
- Withdrawal 60 – 40 days before the date of the function = 50% of the agreed minimum revenue (per clause 2 GTC or the contract), incl. VAT.
- Withdrawal 39 – 20 days before the date of the function = 70% of the agreed minimum revenue (per clause 2 GTC or the contract), incl. VAT.
- Withdrawal 19 – 10 days before the date of the function = 90% of the agreed minimum revenue (per clause 2 GTC or the contract), incl. VAT.
- Withdrawal 9 days before the date of the function or later = 100% of the agreed minimum revenue (per clause 2 GTC or the contract), incl. VAT.

The Client must declare its withdrawal from the contract in writing and by registered mail. For determining the cancellation compensation owed by the Client in the event of a withdrawal from the 120th day before the date of the function, the decisive moment is the time the written declaration of withdrawal is received by the Contractor.

7. Engagement of Third Parties

The Contractor is entitled to assign the performance of its obligations under the contract to third parties for independent execution. In such cases, the Contractor undertakes to select and instruct such third parties with due care. All third-party services are passed on to the Client with a coordination surcharge of at least 15%.

8. Minor Changes to the Contractor's Offer

The Contractor reserves the right to make minor adjustments to its services in the event of short-term changes in market supply, e.g. due to goods being unavailable on the market or massively increased supply prices. In every case, however, the Contractor undertakes to provide the Client with an equivalent substitute service.

9. Service and Service Hours

The services of the Contractor's own service personnel deployed by the Contractor are charged according to time spent, at the hourly rates set out in the contract.

The ordinary opening hours stated in the contract apply as ordinary service hours. If the function booked by the Client extends beyond the ordinary opening hours, the Contractor must obtain an official extended-hours permit. The cost for the extended-hours permit is charged to the Client at a flat rate of CHF 265.00. The staff time outside ordinary opening hours is charged at the hourly rates per the contract (referred to in the contract as "extension"), plus a flat taxi charge of CHF 48.00 incl. VAT per employee.

10. Obligations of the Client

- a) The emergency exits and escape routes may not be used by the Client and its auxiliary personnel for the delivery of goods or for setting up and dismantling materials and furnishings.
- b) The Client must bear the costs of the fire-safety measures required by the orders of the authorities and the Contractor (in particular for stages and large-scale functions) and comply with the Contractor's instructions. The emergency exits must be kept clear in all cases.
- c) The Client is responsible for ensuring that the smoking ban applicable in all enclosed spaces is observed. It must inform its employees, auxiliary personnel and guests accordingly.
- d) The Client is prohibited from using materials of a flammable nature to decorate the premises.
- e) For set-up and dismantling, rehearsals and during performances, the presence of a Contractor's technician is mandatory. If no in-house technician is available on the Contractor's side, the Contractor will engage an external technician. The time spent by the in-house technician (at the hourly rate per the contract), or the cost of the external technician (plus a 15% coordination surcharge), is charged to the Client.
- f) For extended-hours nights (Freinacht), stages, large-scale functions and special events, a guarding and security service provided by personnel of a security firm in accordance with the Contractor's instructions is mandatory. Insofar as the relevant guarding and security service is organised and commissioned by the Contractor, the associated costs (including catering costs and plus a 15% coordination surcharge) are charged to the Client.
- g) The Client is prohibited from making any changes whatsoever to the structural and technical installations provided by the Contractor. For special functions (e.g. exhibitions), built-in structures and installations may only be erected with the Contractor's prior written approval. Display cases and advertising surfaces may not be obstructed.
- h) The Client is responsible for ensuring that no more persons are admitted than corresponds to the capacity of the rented hall. The maximum numbers specified by the Contractor are binding in this respect.
- i) The Client must ensure that all noise and public-order regulations concerning the observance of peace and order are complied with by it and by its employees, auxiliary personnel and guests. Unless otherwise agreed in the contract, the Client must obtain all permits necessary for holding the event itself, at its own expense and at its own risk. Organisers of musical performances of any kind must in particular contact SUISA, Postfach, 8038 Zurich.
- j) The Client is responsible for ensuring that the requirements under the contract and these GTC are known to, and observed by, all third parties engaged by it (orchestras, exhibitors, decorators, etc.).
- k) During the event, food and beverages are offered exclusively by the Contractor. If food and beverages are offered by the Client without the Contractor's written consent, the Contractor is entitled to charge the Client for the lost revenue.

11. Waste Disposal / Cleaning

The Contractor disposes of waste up to a volume of max. 120 litres free of charge. Quantities exceeding this are charged at CHF 15.00 (incl. VAT) per 120 litres. The personnel effort associated with waste disposal is charged additionally according to actual time spent.

Where cleaning effort – for example due to confetti – exceeds the standard cleaning following use of the room, the personnel effort is charged at CHF 55.00 (incl. VAT) per hour.

12. Liability of the Client

The Client is obliged to use all of the Contractor's rooms, installations, furnishings and surroundings with due care.

The Client is liable (irrespective of fault) for all damage and loss caused to the Contractor's rooms, installations, furnishings and surroundings, or to third parties, by the Client, its employees, auxiliary personnel and guests.

The Client must bear all consequences, in particular fines, resulting from the breach of noise and public-order provisions. If the Contractor or its employees are held liable on account of such breaches, the Client must fully indemnify it.

The Client is obliged to notify the Contractor's Chef de Service on duty, or the technician, of the end of the event in good time, so that the equipment provided by the Contractor and rented from third parties (including the sound system) can be checked and cleared away. The Client is liable (irrespective of fault) for defective or missing equipment.

The Client is responsible for all necessary insurance. The Contractor may require proof of such insurance. Property brought in must be adequately insured by the Client at its own expense. The Contractor declines any liability.

13. Liability of the Contractor

The Contractor is liable to the Client for contractual or non-contractual damage caused intentionally or through gross negligence. Such liability is limited to a maximum amount of CHF 50,000 (incl. VAT). Any further liability is excluded.

The Contractor is not liable for damage to or loss of goods, materials or furnishings brought in by the Client. Goods, materials or furnishings brought in are not insured by the Contractor against fire, natural hazards, water damage and theft.

14. Payment Terms

At the Contractor's request, the Client must make a down payment to the Contractor after conclusion of the contract and before the date of the function. This corresponds to the total amount of the offer agreed in the contract, or to the minimum revenue to be determined under clause 2 of the General Terms and Conditions. The down payment is payable within 30 days of the Contractor's invoice, or immediately if there is a shorter period between conclusion of the contract and the date of the function. If the corresponding credit is not received in the Contractor's bank account within this period, the Contractor is entitled to withdraw from this contract immediately. If the Contractor exercises this right of withdrawal, the Client is obliged to pay cancellation compensation amounting to 100% of the agreed minimum revenue. After the function has been held, the Contractor sends the Client a final statement of account. The final invoice must be settled by the Client within 30 days.

15. Applicable Law / Place of Jurisdiction

This contract is governed exclusively by Swiss law. The exclusive place of jurisdiction is the location of the Contractor's establishment in which the function took place.

16. Authoritative Version / Language

These General Terms and Conditions were drawn up in German. The present English version is a non-binding convenience translation. In the event of any discrepancy or ambiguity between the German and the English version, the German version is exclusively authoritative and prevails.