



# **GENERAL TERMS AND CONDITIONS OF ZURICH CONVENTION CENTER LTD.**

## **1. SCOPE / COMPONENTS**

The following General Terms and Conditions apply to all services provided by Zurich Convention Center Ltd. within the framework of a valid agreement between you and Zurich Convention Center Ltd. These General Terms and Conditions constitute an integral part of the agreement and supplement it. In the event of contradictions, the contractual agreement shall have precedence over the provisions of these General Terms and Conditions.

The building and user rules of Zurich Convention Center Ltd. are to be observed by all users. Zurich Convention Center Ltd. provides an organiser's handbook, which is part of the contract. The Lessee must ensure that the handbook is known to the relevant individuals and that the corresponding guidelines are followed.

## **2. RESERVATION OF WRITTEN FORM**

All agreements with Zurich Convention Center Ltd. must be in written form in order to be valid. Changes and/or addenda to the agreement can also be agreed by e-mail.

## **3. LIABILITY / CONCLUSION OF THE AGREEMENT**

Zurich Convention Center Ltd. may cancel an event in the case of serious political or economic events, mandatory official orders, important reasons, which make the continuation of the contractual relationship for Zurich Convention Center Ltd. appear unreasonable, force

majeure, as well as in the case of non-payment or failure to sign the contract at the start of the event. Zurich Convention Center Ltd. shall not be liable in these cases. Payments already made will be refunded.

## **4. TERMS OF PAYMENT**

### **4.1 Prices**

All prices are in Swiss Francs (CHF). The statutory value added tax is shown accordingly.

### **4.2 Payment deadlines**

Unless otherwise agreed, the invoices of Zurich Convention Center Ltd. are to be paid within 10 days of the invoice date. If this deadline is not met, the Lessee shall be in default and Zurich Convention Center Ltd. has the right to demand a default charge of 5% of the invoice total.

### **4.3 Settlement**

No reduction will be granted for payment of the invoice within the time limit. Invoices are generally not issued to third parties.

## **5. ACCESS RIGHTS / RIGHT OF INSTRUCTION**

The responsible persons of Zurich Convention Center Ltd. must be granted access to the rented premises at all times so that inspections regarding compliance with safety regulations etc. can be carried out. Zurich Convention Center Ltd. is entitled to issue and enforce instructions to anyone.

## **6. LIABILITY FOR THIRD-PARTY DAMAGE / INSURANCE**

The Lessee shall be fully liable for damage caused by its employees and auxiliary persons as well as third parties such as visitors, exhibitors, drivers, booth construction companies and other contractual parties of the Lessee.

The rooms shall be handed over to the Lessee prior to the start of the event. Their condition at the handover shall normally be recorded. Any damage to the premises, furniture or equipment must be reported immediately. Upon return of the rental object, all damages incurred shall be recorded in a jointly prepared record. This must be signed by both parties and forms the basis for claims for damages on the part of Zurich Convention Center Ltd. Claims for damages will be charged to the Lessee in the form of flat-rate amounts.

Zurich Convention Center Ltd. declines all liability for incidents during the event (damage to property, personal injury, theft, etc.). In particular, it shall not be liable for damage of any kind to or loss of exhibition items and furnishings and personal belongings of users and visitors.

Insurance of any kind is the responsibility of the Lessee.

## **7. EXCLUSION/EXPULSION**

Should goods that are not permitted by law be presented, unlawful publications be made or otherwise unlawful acts be carried out in the rented premises, Zurich Convention Center Ltd. reserves the right to remove or expel such goods and their representatives from the premises of the Zurich Convention Center at the expense of the Lessee.

## **8. COMPLAINTS**

If the Lessee believes that the services of Zurich Convention Center Ltd. do not correspond to the contractual agreements, the Lessee must report this as soon as possible and in any case during the event. Late complaints will not be considered and will not lead to any claims.

## **9. SECURITY AND SAFETY**

### **9.1 Safety at work**

The Lessee shall ensure the safety of its employees, auxiliary persons and contractors within the scope of the applicable accident prevention regulations.

### **9.2 Keep escape routes clear**

Hallways, passages and entrances to exits and emergency exits shall not be obstructed or used for additional chairs.

No decoration may be placed in the corridors, staircases and all escape routes. In particular, exits, extinguishing equipment, fire alarm and sprinkler systems, escape signs and safety lighting must not be covered or closed by decoration.

Reported fire protection deficiencies must be remedied in accordance with the instructions of Zurich Convention Center Ltd. or the authorities. Any costs incurred shall be borne by the Lessee.

### **9.3 Adhere to maximum occupancy**

Too many people in a room pose a risk to safety. The maximum permitted number of persons in the rooms or parts of rooms must therefore not be exceeded. The Lessee must strictly observe the indicated maximum limits for the number of persons.

No chairs may be set out in addition to the approved seating.

If persons in wheelchairs take part in the event, the approved seating must be reduced by the number of wheelchairs.

The wheelchairs must be placed in the places provided for them.

Persons accompanying wheelchair users must also purchase tickets or the number of tickets on sale is to be reduced by the number of accompanying persons. Wheelchairs and walking aids must not be placed in the escape routes and corridors.

### **9.4 Fire protection, pyrotechnics, decoration**

There is a strict ban on smoking throughout the building. Open fire, handling flammable liquids or gases and the like is strictly forbidden throughout the building.

Exceptions require a special permit from the Zurich Fire Department in all cases. This must be obtained by the Lessee in good time and handed over to Zurich Convention Center Ltd. at least 4 weeks before the event. The pyrotechnical equipment must be inspected by the fire department in good time before the event.

All legal and fire department regulations apply to the use of decoration.

The general fire department regulations of the city of Zurich must always be observed: [https://www.stadt-zuerich.ch/pd/de/index/schutz\\_u\\_rettung\\_zuerich/feuerpolizei/veranstaltungsauflagen.html](https://www.stadt-zuerich.ch/pd/de/index/schutz_u_rettung_zuerich/feuerpolizei/veranstaltungsauflagen.html)

## **9.5 Fire department**

For on-stage and large events, the involvement of the fire department of the city of Zurich may be necessary. The Lessee is usually responsible for calling them in and must bear the associated costs. If the Lessee fails to do so, Zurich Convention Center Ltd. will call in the fire department of the city of Zurich, whereby the Lessee will bear the costs.

## **9.6 Fog and mist**

The detection lines of the fire alarm system must be shut down if artificial fog and/or haze are used. The hirer is obliged to ask if it is possible to use fog and/or haze at least 14 days before the respective event. Zurich Convention Center Ltd. will then promptly clarify whether or not this can be made possible. The costs for any compensatory measures that may become necessary if the detection lines are shut down shall be borne by the hirer.

## **9.7 Lasers and other non-ionising radiation**

With regard to the use of lasers and non-ionising radiation, all legal and fire department regulations of the city of Zurich apply. Their use is subject to approval.

## **9.8 Noise regulations**

The Lessee undertakes to comply with the legal rules and regulations and to release Zurich Convention Center Ltd. from any liability.

If necessary, the Lessee shall provide visitors with sufficient hearing protection at its own expense and, at the request of Zurich Convention Center Ltd., provide proof of the course of the sound exposure during the event.

## **9.9 Medical service**

The appropriate specialist personnel provided by a partner of Zurich Convention Center Ltd. are subject to a fee and generally booked by Zurich Convention Center Ltd. The on-site first-aid room is available free of charge. For events with 650 or more people, two paramedics must be on duty. The price per person and hour will be charged. Non-compliance with this requirement is only possible in exceptional cases with the written permission of Zurich Convention Center Ltd.

## **9.10 Security personnel**

Required security personnel provided by a partner of Zurich Convention Center Ltd. are subject to a fee and generally booked by Zurich Convention Center Ltd. For events with 650 or more people, the use of security personnel is mandatory. The price per person and hour will be charged. Non-compliance with this requirement is only

possible in exceptional cases with the written permission of Zurich Convention Center Ltd. The number of people is determined by Zurich Convention Center Ltd. according to the event.

## **9.11 Safety personnel for children**

The operators and lessees of the building complex as well as Zurich Convention Center Ltd. will exert greater influence on the use of the building to ensure that, at events with children, they are looked after and supervised by their parents/accompanying persons and that, in the case of school events, school classes are looked after and supervised by their teachers.

Organisers are particularly advised of the risk of unsupervised children falling and are contractually obliged to provide sufficient supervisory staff to supervise children of pre-school age. In the case of Zurich Convention Center Ltd.'s own events, the company undertakes to ensure supervision.

## **10. OFFICIAL PERMITS**

All official special permits from the city of Zurich must be obtained by the Lessee in its own name. It is responsible for compliance with legal and police regulations.

Copies of the permits must be submitted to Zurich Convention Center Ltd. at least 14 days before the event.

Should claims be made against Zurich Convention Center Ltd. by the authorities due to violation of legal or police regulations and/or due to failure to obtain a permit, the Lessee must indemnify Zurich Convention Center Ltd. in full from all claims and pay the legal fees to defend the claim.

## **11. USE OF STAGES AND SIDE ROOMS**

Stages and side rooms may only be used in the presence of the Zurich Convention Center Ltd. personnel responsible for them and those of the authorised partner. Only the responsible Zurich Convention Center Ltd. personnel are authorised to operate the stage equipment. The instructions must be followed. Zurich Convention Center Ltd. declines all liability for accidents and damages that occur as a result of non-compliance with these regulations.

## **12. THIRD-PARTY TECHNOLOGY AND EXTERNAL COMPANIES**

The use of third-party technology throughout the Zurich Convention Center must generally be approved in advance by the authorised partner of Zurich Convention Center Ltd.

The use of the building's own facilities and equipment, e.g. lifts, connections to power lines and pipelines, hoists and means of transportation by external companies must be approved by Zurich Convention Center Ltd. The Lessee must ensure that the external companies adhere to all the requirements of Zurich Convention Center Ltd.

## **13. RIGGING**

With regard to rigging in the Zurich Convention Center, the generally accepted rules of technology apply, which must be observed without fail.

Access to the roof and suspended ceilings is only possible when accompanied by personnel from Zurich Convention Center Ltd.'s authorised partner. Predefined suspension points above the event areas may only be used with the approval of the authorised partner of Zurich Convention Center Ltd. Written proof must be provided regarding the intended load. This must not be exceeded under any circumstances.

## **14. PUBLIC CLOAKROOMS**

The public cloakrooms are generally operated by Zurich Convention Center Ltd. personnel for a fee. The costs are either charged to the Lessee or via cloakroom fees to the users of the public cloakroom. The Lessee must accept the method of charging requested by Zurich Convention Center Ltd.

## **15. HOSPITALITY / CATERING**

The installation of food and drink stands of any kind is prohibited throughout the building and is generally reserved for Zurich Convention Center Ltd. Food and beverages won in a raffle, brought in or distributed free of charge may also not be consumed on the premises of the Zurich Convention Center.

Catering services provided by external companies are only possible in exceptional cases (special diets or types of preparation) and always require written permission from Zurich Convention Center Ltd.

These services can only be provided by selected partners of Zurich Convention Center Ltd.

During the preparation work as well as during the event, a manager and service employee of Zurich Convention Center Ltd. must be present.

Catering prices shall normally include standard staffing costs and the necessary infrastructure. For catering services that require more staff than usual, for example individual billing, cloche service or productions, the Lessee shall be invoiced for the additional staffing hours.

## **16. ADVERTISING**

Posters etc. may only be placed in the places designated for a fee. Attaching posters etc. to facades, columns, walls, display windows, windows and passages and distributing advertising material is fundamentally prohibited

## **17. USE OF THE ZURICH CONVENTION CENTER NAME AND LOGO**

The name and logo of the Zurich Convention Center or Zurich Convention Center Ltd. are protected trademarks and may not be used by the Lessee without the written consent of Zurich Convention Center Ltd. (for example on flyers, invitations, handouts, websites, etc.). A draft of the intended use of the logo must be submitted to Zurich Convention Center Ltd. in good time for approval. Zurich Convention Center Ltd. has a say in the graphic design.

## **18. DATA PROTECTION NOTICE**

The data provided by the Lessee is recorded electronically and stored in the database of Zurich Convention Center Ltd. It is used for the fulfilment of the agreement as well as for analysis, information and advertising purposes. The data will not be used for any other purpose, and will in particular not be passed on to third parties. Exceptions to this rule are the forwarding to the service providers working for Zurich Convention Center Ltd.

## **19. PHOTOGRAPHS, VIDEOS AND SOUND RECORDINGS**

Zurich Convention Center Ltd. reserves the right to take photographs, videos and sound recordings of the event and to use them on the Zurich Convention Center Ltd. website or for its own advertising purposes. If you do not agree to this, please inform us in writing in advance of your event.

## **20. PUBLIC EVENTS IN THE KONGRESSSAAL**

The Lessee is free to choose the ticketing service provider. When choosing the ticketing service provider Ticketccorner.ch (partner of Zurich Convention Center Ltd), the Lessee benefits from simplified processes, special services and favourable conditions.

Before advance ticket sales begin, the seating plan, including possible allocated standing room, as well as the ticketing layout must be submitted to Zurich Convention Center Ltd. for inspection and approval. Ten adjacent seats in the gallery center must be kept free for Zurich Convention Center Ltd. The corresponding tickets must be made available to Zurich Convention Center Ltd. at least 30 days before the event. Zurich Convention Center Ltd. has the right to offer ticket packages (e.g. tickets including catering services) for a maximum of 10% of all tickets in the desired ticket category.

Security and admission control personnel are determined by Zurich Convention Center Ltd. based on the type of event and must be obtained through Zurich Convention Center Ltd. Please note that checking personalised tickets will result in an increased workload and possibly longer admission times. Zurich Convention Center Ltd. has the right to obtain visitor numbers (number of all tickets including ticket packages, free tickets, etc.) directly from the relevant ticketing service provider.

Only Zurich Convention Center Ltd. ticket scanners are used for admission control at every event. Thus, only tickets that can be read by Zurich Convention Center Ltd. ticket scanners may be sold in order to be able to provide information at any time about the scanned tickets and thus the visitors present.

## **21. FINAL PROVISIONS**

By entering into an agreement with Zurich Convention Center Ltd, for which the Lessee has received the General Terms and Conditions before signing, the Lessee shall also be responsible for ensuring that the General Terms and Conditions are also noted and complied with by its employees, auxiliary persons and contractors.

Agreements deviating from the General Terms and Conditions must be made in writing in order to be valid.

Should these provisions be partially invalid or unenforceable, this shall not affect the legal validity of the other provisions. In this case, the invalid provision shall be replaced by a legally valid provision whose content most closely represents the intention of the original provision.

The exclusive place of jurisdiction for all disputes, including international disputes, is commercial court Zurich (location of the rental object). Swiss law shall apply to the exclusion of the conflict of laws provisions and the Vienna Convention.

For questions of interpretation, the German version shall take precedence over any translations.

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### **CONTACT**

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