

## GENERAL TERMS AND CONDITIONS - Event

(Considered as an integral part of the rental agreement)

The Volkshaus Basel Betriebs AG, Rebgasse 12, 4058 Basel (hereinafter referred to as the "landlord") is responsible for the rental of the event rooms and the localities associated with the event rooms. Rental applications must be submitted to the landlord.

The following conditions apply:

### **Rental prices / Terms of rental**

1. Included in the rental prices:

Use of the rented event rooms/locations, including corresponding foyers and restrooms during the appointed time, standard lighting, heating and ventilation where existing. Cleaning of the event rooms in case of normal soiling as well as standard furnishing (with existing equipment) is included in rental fee.

2. Not included in the rental price and separately charged for:

Sound system, spotlights, technical equipment, technical assistance of all equipment, stage manager, stage constructing and dismantling, further employment of technical staff, use before rental day for rehearsals, extra cleaning charges for excessive soiling in the rooms.

The landlord reserve one's right to charge all special adjustments of event room/location and other services, if not specified under item I of the terms and conditions.

a. Addition for Festsaal

The fix installed technical stage and hall equipment in the Festsaal belongs to our partner AV company Habegger AG and can be hired by the tenant (not included in room rental fees). Dismantling is possible, if desired by tenant, and will be charged by expenditure.

3. Term of rent

Period of rental time is contractually settled and binding

Set up and dismantling has to be done within rental period, otherwise further rental time will be charged. This also applies for further employed parties such as artists, outside companies and other people involved booked through tenant

4. Exclusivity

The landlord is entitled to rent out the other halls for an event of the same or similar kind on the same date without further and without prior notification to the tenant. If the tenant wishes to prevent this, a written exclusivity agreement must be made with the landlord before the contract is signed.

5. Access to the event room / location

Access by the landlord is to be allowed at any time, to any event room/ location.

## Adjustment of number of guests and cancellation of the event

### 1. Adjustment of number of guests / No-Show

Please provide the final number of guests up to 2 weeks prior to your event.

Up to 7 days before the event, a maximum deviation of minus 10% of the contracted number of guests will be accepted without any consequential costs. Deviations beyond this will be charged at the agreed aperitif and/or menu price as well as a beverage charge of CHF 25 per person.

If the actual number of guests on the day of the event is subsequently smaller, the specified definitive number of guests shall be used as the basis for invoicing. If the actual number of guests is higher, the actual costs incurred will be invoiced. If the actual number of participants is higher, the landlord does not guarantee that all guests can be accommodated.

It is recommended to inform the landlord in writing about a correction of the number of guests up to 3 weeks before the event.

### 2. Charging for services on-site

Tenant is held liable for any further food or beverages ordered by guests on-site

For events where guests pay for the booked consumption themselves, the difference will be charged to the organiser if fewer guests show up than registered.

### 3. Cancellation fees for banquets and events

In case of part or full cancellation by tenants blame, the following rules apply:

Till 90 days before event	Cancellation without any fees
90-60 days before event	50% of room rental and agreed services for technical equipment
59-15 days before event	75% of room rental and agreed services for technical equipment and food
14-0 days before event	100% of room rental and agreed services for technical equipment, food and beverages

If no flat charge has been agreed on, CHF 25.00 beverage costs will be charged per guest

If no specifications regarding services for food and beverages have been made in the proposal, the following applies:

Aperitif event:	CHF 30.00 per guest.
Lunch and dinner:	CHF 65.00 per guest

The tenant has to give written explanation of his cancellation. These conditions expire in case of force majeure (natural disaster etc.). If the current regulations of the Canton of Basel-Stadt and the Swiss Confederation do not allow the event, it can be cancelled free of charge or a postponement of the event can be requested (see point 4).

### 4. Postponement of the event (in case of force majeure)

In case of postponement, we will credit the amount incurred to the new date, if the event is rescheduled within 12 months.

## 5. Billing hotel rooms - conditions for groups

Groups in the sense of these GTC are travel groups with a minimum number of 5 booked rooms. For a group with less than 5 booked rooms, the rates for individual travellers apply. If, on arrival, the group is smaller than originally booked, the missing people will be invoiced at 100% of the proportionally booked services. Additional persons will be counted and invoiced as individual travellers, subject to the reservation of fulfilment. Only one overall invoice will be issued to the organiser, who is fully liable for this amount.

Up to 7 days prior to arrival, the following must be communicated in writing to the landlord:

- a. The joint arrival and/or departure of groups
- b. The final number of persons in the group (including list of names)

## 6. Cancellation fees hotel room

The cancellation fees below apply if more than 20% of the booked services are cancelled. Up to and including 21 days prior to the agreed date of arrival, the group reservation can be cancelled at no cost:

20 to 14 days before arrival 60% according to the reservation confirmation

13 to 7 days before arrival 80% according to the reservation confirmation

0 to 6 days before arrival 100% according to the reservation confirmation

## 7. Withdrawal by Volkshaus Basel Betriebs AG

- c. Volkshaus Basel can withdraw from a contract at any time without compensation in case of reasonable cause, such as security reasons, reputation or damage of remaining business operations.
- d. If payment is not made by the appointed time, the landlord has the right to prohibit use and/or further use.

## **Reservation process**

### 1. Provisional reservation

Provisional reservations are free of charge and without obligation for 14 days. In case of no other requests for the specified date, reservations can be extended by further 14 days.

### 2. Detailed arrangements

Choice of menu, desired furnishing, specific infrastructure and requests must be agreed with the landlord up to 1 month before the event is held. This can also be established during a meeting on-site. We ask for notification in advance. Short-term menu changes may result in price adjustments.

### 3. Confirmation

After a first, detailed meeting, a written confirmation will be sent by email. In order to avoid any misunderstandings, this has to be reviewed by tenant and signed and returned to the landlord. The signed offer is considered a binding contract.

### 4. Event planning costs

An adequate time for consulting and assisting of events is included in specified prices. For more complex events, the landlord reserves the right to charge a flat rate for administrative and organisational expenses. However, this will only be charged in consultation with the tenant.

## 5. General Terms

- a. Lease and services are evaluated by current rental prices.
- b. All food and drink consumed in the rooms must be supplied by the Volkshaus (Volkshaus Basel Betriebs AG). Exceptions to this must be negotiated individually. The conditions of consumption are to be agreed directly with the responsible project manager of Volkshaus Basel Betriebs AG.

## **Further conditions**

1. All food and drinks, which are raffle prizes, are not to be consumed within premises.
2. The doors will open one hour before the event begins or as agreed.
3. Cloak rooms  
In case of no counter instructions, the cloakrooms are unattended in self-service.  
If desired the landlord can provide staff at tenants expense. This must be communicated accordingly in the course of the detailed agreement. The cloakrooms may be serviced by the tenant himself.
4. Decoration  
Decoration can be organised by the tenant. It is forbidden to attach any kind of decoration on walls, pillars or floors with nails, screws or tape. Any kind of damage will be charged on tenants account.

## **Conditions of payment**

The bill is to be paid within 10 days after invoicing.

If no written and justified complaints are made within 5 days of invoicing, the tenant acknowledges the invoice as correct.

If payment in advance is a condition of the contract, the contract only becomes effective if payment is made within the time specified and in full.

## **Delivery of material**

- a. Hauling of material has to be scheduled within business hours, if not otherwise agreed. Please agree an appointment in advance.
- b. Please be aware of the traffic control in the city. Volkshaus Basel can be approached without permit from 5 till 11am. After this each vehicle needs a permit to approach Schafgässlein. Tenant is liable to charges.

## Tenants obligations

### 1. Security

Sufficient and competent surveillance of the event room/location, door control and medical service is the responsibility of the tenant. These arrangements have to be declared to and approved by the landlord before rental period.

In particular licensing requirements and orders of smoking and bottle prohibition have to be strictly followed. Fire extinguishers and emergency exits have to be accessible at all times.

Public events obliged to use security personnel, which will be provided by the landlord at the tenant's expense.

### 2. Damage in the event room / location

Any damage, howsoever caused, should be reported to the landlord and will be rectified at the tenant's cost. In case of long time rental a hand over protocol will be prepared and conducted.

### 3. Smoke and fire ban

It is strictly forbidden to smoke in any event room/location. Artificial smoke is also strictly forbidden. The tenant will be made liable in any case of disregard.

### 4. Insurance

The landlord cannot be held responsible for any goods, which are stored within premises by the tenant. Any kind of insurance for objects, instruments etc., which are stored within premises, is the responsibility of the tenant.

### 5. Authorisations

If authorisation by the authorities is needed for the event, the tenant has to inform the landlord in sufficient time.

### 6. Liability

All risks (e.g. casualty, accident, theft etc.) are the responsibility of the tenant.

### 7. Acoustic and laser regulation

The tenant is committed to strictly obey the regulation of acoustics for the protection of public against harmful sound and laser radiation. "Schall-und Laserverordnung des Schweizerischen Bundesrates vom 24 Januar 1996".

### 8. Noise regulations

In our courtyard there is a strict night rest from 11:00pm. Please note that after this time only smoking is allowed outside and no noise is allowed. Doors and windows to the event rooms must be closed from then on.

For larger evening events (200 persons or more) after 11:00 p.m., an external security company can be hired at the expense of the tenant to ensure compliance with the night's rest.

Basel, Summer 2022

Volkshaus Basel Betriebs AG