

Volkshaus Basel Betriebs AG

General Terms and Conditions for Meetings & Events

1. Scope of Application

These General Terms and Conditions for Events ("T&C") apply in connection with the rental of meeting and event spaces (the "rooms") at Volkshaus Basel (the "Volkshaus Basel") and other related services for the client or organizer and their guests (the "organizer » or « tenant"). Subletting or further leasing of the provided spaces requires prior written consent from Volkshaus Basel.

The organizer's general terms and conditions do not apply. These T&C are also available in French and German. In the event of discrepancies, the German version shall prevail.

2. Reservations and Offers

An offer for the rental of the banquet rooms and the provision of other services by Volkshaus Basel (the "Offer") is explicitly labeled as such and becomes legally valid as soon as it is signed by the customer (or confirmed in written form by email) and returned to Volkshaus Basel.

An offer is valid for 7 days (acceptance period). This means that offers, price lists, and similar documents issued by Volkshaus Basel do not constitute a binding offer.

Volkshaus Basel explicitly reserves the right to re-sell the banquet rooms during and after the expiration of the acceptance period. In case of a renewed inquiry, the new offer may differ from the first offer.

Volkshaus Basel reserves the right to make necessary short-term menu adjustments and the vintages of the wines.

3. Planning and Consultation

Volkshaus Basel has an extensive experience in planning and executing events in its spaces and is most familiar with the conditions and possibilities on-site. Therefore, Volkshaus Basel has developed several standard packages, which are available on the website at <https://volkshaus-basel.ch/meetings-events/> and offer customers the highest level of quality and satisfaction.

The preparation of an offer usually involves an initial contact (ideally via the online form at <https://volkshaus-basel.ch/meetings-events/>) and a subsequent detailed discussion, which can be conducted on-site at the customer's request and with prior notice.

The consultation for the preparation and creation of an initial offer and one round of corrections is free of charge for the organizer. The hotel reserves the right to charge a fee of CHF 85 per hour for further processing and consultation beyond this, which will be communicated to the organizer in advance.

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To ensure a smooth execution of the event, all important information (e.g., number of people, equipment and set-up, menu selection, schedule, decoration requests, etc.) must be provided to Volkshaus Basel as early as possible, but no later than 14 days before the event. The program times agreed on must be strictly adhered to by both parties.

4. Prices

The rental price for the spaces includes the use of the designated banquet rooms, the associated foyers, and sanitary facilities at the agreed times, standard basic lighting, heating, and ventilation, where available. Cleaning of the banquet rooms under normal conditions and standard seating (within the scope of the available inventory) are also included in the rental price.

The rental price for the banquet rooms does not include sound and lighting systems, all technical equipment, technical support for all systems, stage managers for stage services, stage setup and dismantling, additional work by the technical service, hall occupancy before the day of the event (e.g., for rehearsals), and additional cleaning required for excessive dirt in the rooms. Volkshaus Basel reserves the right to charge for all facilities and services that are not included.

Specific addition for the Festsaal:

There is a permanently installed sound, light and event system available in the Festsaal which is operated by the company Habegger AG and can be booked through the organizer. The installations can be dismantled upon request. The dismantling and reinstallation will be charged based on the time and effort involved.

Prices are subject to change. All prices are quoted in Swiss Francs, net, including services and statutory VAT. The prices confirmed in writing by Volkshaus Basel apply. Any specified minimum consumption only includes food and beverages. Other services such as room rental, consultation, etc. will not be considered for the minimum consumption.

5. Advance Payment

Volkshaus Basel is authorised to request an appropriate advance payment or security deposit at the time of conclusion of the contract or thereafter. The amount of the advance payment and the payment deadlines will be specified in the offer. If no separate advance payment conditions are provided, the following rules apply:

- Advance payment 30 days before the event: 50% of the expected total revenue
- Advance payment 14 days before the event: 100% of the expected total revenue

If the total advance payment has not been made before the day of the event, Volkshaus Basel reserves the right to cancel the event. If the organizer is based abroad, Volkshaus Basel reserves the right to charge the entire invoice amount to the guarantee credit card before the event or to request a full deposit before the event. Any exchange rate differences or bank fees will be borne by the organizer. The customer can only offset a claim from Volkshaus Basel with an undisputed or legally binding claim.

6. Rental Period

The rental period that is agreed on in the contract is binding. Setup and dismantling, as well as other preparations and post processes in the rooms by the tenant, must occur within the contractually agreed rental period. Otherwise, an extension of the rental period must be agreed upon and charged in advance. This also applies to third parties and external companies, booked artists, and other individuals involved in the event who have been booked by the organizer.

7. Exclusivity

Volkshaus Basel is authorised to rent out other rooms in the building for an event of the same or similar nature on the same date without further notice and without prior notification to the tenant. Should the tenant wish to guarantee exclusivity, a written exclusivity agreement must be concluded before the contract is signed.

8. Invoicing and Payment

Invoices issued by Volkshaus Basel without a due date are payable in full within 15 days of their receipt.

If no written and justified objection is made to Volkshaus Basel within 5 days of receiving the invoice, the invoice is considered accepted by the organizer.

If an advance payment is agreed upon in a contract, the contract will only remain valid if the advance payment is made in time and in the full agreed amount.

Volkshaus Basel is authorised to declare any outstanding claims due at any time and demand immediate payment (within 15 days of the receipt of the invoice). Volkshaus Basel reserves the right to request a valid credit card, including expiration date, as a guarantee that will be charged in case of concerns about payment ability or if the contract is not being complied to.

9. Joint Liability for Payment

If the contractual partner of Volkshaus Basel is not simultaneously the organizer, they are jointly liable with the organizer for the entire invoice amount. This liability also applies if direct payment has been explicitly agreed upon.

10. Adjustment of Guest Numbers and Cancellation Policy

Cancellations or adjustments can only be accepted in written form. Volkshaus Basel reserves the right to adjust the cancellation conditions individually depending on the type and size of the event and to include them in the offer/reservation confirmation.

a. Adjustment of Guest Numbers

The organizer must notify Volkshaus Basel of the final number of guests as early as possible, but no later than 14 days before the event, in written form.

Up to 7 days before the event, the organizer can reduce the number of participants originally agreed on by up to 10% free of charge. Any further reductions will be charged at the contractually agreed menu price plus a beverage cost of CHF 25 per person.

If the actual number of participants on the day of the event is lower than previously agreed on, the number agreed on up to 7 days prior to the event shall be used as the basis for invoicing. If the actual number of participants on the day of the event is higher than the number of guest previously agreed on, the actual number of participants will be used as the basis for invoicing. If the number of participants is higher than agreed, Volkshaus Basel cannot guarantee that all participants will be catered for.

Any additional costs incurred due to extra participants will be billed. The maximum room capacities set by the fire department must not be exceeded.

b. Billing of On-Site Services

The organizer is liable to Volkshaus Basel for the payment of any additional food and drinks ordered by the event participants. For events where guests pay for the booked services themselves, the difference will be billed to the organizer if fewer guests attend than initially registered.

10c. Cancellation Policy

If no separate cancellation terms are specified, the following cancellation fees apply for full and/or partial cancellations by the organizer:

- Up to 90 days before the event: Free of charge
- 89 to 60 days before the event: 50% of the rental fee for the spaces (room rental) and 50% of the contractually agreed services for the technical set up
- 59 to 14 days before the event: 100% of the room rental and 100% of the contractually agreed services for the technical set up and food
- 13 to 0 days before the event: 100% of the offered total revenue (assuming a beverage consumption of CHF 25 per guest if offered based on consumption)

If the written offer does not include specific details regarding the cost of the agreed services for food, the following rates apply:

- Aperitif events: CHF 50 per guest
- Lunch and dinner: CHF 85 per guest

The organizer must declare their withdrawal from the contract in writing (or by email).

11. Withdrawal by Volkshaus Basel

If a free cancellation by the customer is still possible according to the previous section No. 10 or a separate agreement, Volkshaus Basel is authorised to withdraw from the contract during this period. In case of inquiries from other customers for the contractually booked rooms, Volkshaus Basel is authorized to offer the services to other clients in case the customer does not waive their right to free cancellation upon inquiry from Volkshaus Basel.

If an agreed advance payment is not made even after a reasonable grace period set by Volkshaus Basel or in case of other justified reasons, Volkshaus Basel is also authorized to withdraw from the contract. Justified reasons to withdraw from the contract may include:

- Force majeure or other circumstances not attributable to Volkshaus Basel that make it impossible or illegal to fulfill the contract
- Rooms or services are booked with misleading or false information about essential facts, such as the customer's identity or the purpose of the booking
- Volkshaus Basel has reason to believe that the use of the services could jeopardize the smooth operation of the business, the safety, or the reputation of the hotel, without this being attributable to the control or organizational domain of Volkshaus Basel

12. Guest Rooms / Hotel Reservations for Groups

For booking guest rooms, the "General Terms and Conditions Hotel" apply. In addition, and deviating from these terms, the following provisions apply if hotel rooms are booked in connection with an event at Volkshaus Basel:

- For events with overnight stays, Volkshaus Basel requires the organizer to provide a rooming list with the following details for each guest no later than 14 days before the date of arrival of the first guest :
 - First and last names of all guests
 - Check-in and check-out dates (either together or individually)
 - Payment instructions

In case of a call-in contingent without a rooming list provided in advance, guests must book their rooms directly and guarantee them with a valid credit card. After the deadline set by Volkshaus Basel, any remaining rooms from the allotment will be released. The organizer is liable for any unpaid costs of the rooms booked by their guests and their consumption (no-shows, etc.). The hotel's terms and conditions also apply.

13. General Room Use

In exceptional cases, Volkshaus Basel is authorised to make short-term changes to room assignments for events without prior notice.

Volkshaus Basel reserves the right to provide a room corresponding to the number of participants and the event in case of reduced attendance.

Outside the rented rooms, reception tables, promotional materials, banners, etc., may only be set up in consultation with Volkshaus Basel.

All food and beverages consumed in the rooms of Volkshaus Basel must be provided by Volkshaus Basel. Exceptions to this must be individually negotiated in advance.

14. Technical Facilities and Connections

If the Volkshaus Basel procures technical and other facilities from third parties on behalf of the organizer, it acts in the name, on behalf, and at the expense of the organizer. The organizer is responsible for the careful handling and proper return of these facilities. The organizer indemnifies the Volkshaus Basel from all third-party claims related to the provision of these facilities.

The use of the organizer's own electrical equipment with the Volkshaus's power supply requires written consent from the Volkshaus Basel. Any disturbances or damages to the technical facilities caused by the use of these devices are the responsibility of the organizer, unless Volkshaus Basel is at fault. Volkshaus Basel may charge a flat fee for the electricity consumed by these devices.

With the Volkshaus Basel's consent, the organizer may use their own telephone, fax, and data transmission facilities. Volkshaus Basel may charge a connection fee for this.

Technical issues with facilities provided by Volkshaus Basel will be addressed as quickly as possible. Payments cannot be withheld or reduced if Volkshaus Basel is not at fault for these issues. A technician for technical support during an event may be provided. Minor maintenance tasks can be handled by the Volkshaus upon request. For larger events with audio/visual/microphone support, the organizer is advised to hire an external technician. No reduction in costs can be claimed for technical issues or defects.

15. Fire Safety Regulations

The organizer is obligated to comply with the fire safety regulations of the Volkshaus Basel, particularly keeping escape routes clear, and guarantees that all materials brought in, comply with fire safety guidelines. The use of flammable materials is strictly prohibited.

Smoking is strictly prohibited in all areas of Volkshaus Basel.

16. Delivery and Pickup of Materials

Deliveries and pickups for events must be made during regular business hours and coordinated with Volkshaus Basel. They should be communicated in writing in advance, and have to be informed about prior to their arrival. Volkshaus Basel reserves the right to refuse shipments without a sender or valid recipient, including the event details. Any obligations or liabilities arising from this will be disclaimed by Volkshaus Basel. As the storage space of the Volkshaus Basel is limited, Volkshaus Basel may refuse to accept material before the day of the event.

For shipments from abroad to Switzerland, in addition to shipping costs, customs duties and VAT will always apply. If the courier cannot provide the exact costs upon delivery, Volkshaus Basel reserves the right to charge a flat fee of CHF 1,000 to the organizer's invoice.

The organizer is required to comply with the traffic regulations of the Basel city center. Between 5.00 a.m. and 11.00 a.m., Volkshaus Basel can be accessed by car without additional permits. After 11:00, a paid permit per vehicle is required for access and passage through Schafgässlein and Utengasse. The permit must be obtained by the vehicle owner from the relevant authority.

17. Musical Entertainment, Closing Time, Curfew, and Night Surcharge

A strict curfew policy is in effect in the inner courtyard of Volkshaus Basel from 11 p.m.. After this time, only smoking (without taking drinks out of the banquet room) is allowed outside, and no noise should be made. Doors and windows to the banquet rooms must be closed from then on. For larger evening events, an external security company will be hired at the organizer's expense to ensure the curfew. The instructions of Volkshaus Basel staff must be followed. The organizer is liable for any complaints and potential fines.

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For events with music, unless otherwise agreed, music is generally allowed in all rooms of Volkshaus Basel only at room volume after 11 p.m. DJs and bands are required to keep the bass levels reduced and to cover the floor under the instruments with a carpet to dampen sound. The maximum playing time inside is until 02.00 a.m.. Music performances with speakers outside are not allowed. Failure to comply with these instructions will result in additional costs borne by the organizer. Copyright regulations related to musical performances must be clarified by the organizer and will be at their expense.

If an event exceeds the legally permitted police hours, a night surcharge must be paid. The extension of closing time must be arranged with Volkshaus Basel no later than 1 month before the event. The required permit will be obtained by Volkshaus Basel and charged to the organizer.

An hourly surcharge may be billed for staff working during the event from 11 p.m. onwards.

18. Miscellaneous Additional Conditions

a. Corkage Fee

The organizer and their guests are generally not permitted to bring their own food and beverages to events. Exceptions require a written agreement with Volkshaus Basel. If wines, spirits, cakes, etc., are brought, a corkage or cutlery fee will be charged to cover overhead costs.

b. Coat Check

Unless otherwise agreed, the available coat check facilities are unattended and unmonitored. Upon request, Volkshaus Basel can provide coat check service for an additional fee. This must be arranged during the detailed discussion and as part of the offer. The coat check can also be managed by the organizer at their own risk.

c. Access by Volkshaus Basel

Staff members of Volkshaus Basel must have access to the rented premises at any time for inspection purposes.

d. Parking

Typically, parking facilities are available at the "Räbgass" parking garage. Unless otherwise agreed, the organizer or individual participants are responsible for paying any parking fees incurred.

e. Decorations

The placement of decorations or other items requires approval, including for fire safety reasons. Any damage caused by affixing decorations, etc., will be charged to the organizer.

f. Raffle Prizes

Drinks and foods given as raffle prizes may not be consumed on the premises.

g. Permits

The organizer must notify the need for any official permits in a timely manner.

h. Sound and Laser Regulations

The organizer is required to strictly adhere to the provisions of the "Regulation on the Protection of the Public from Harmful Sound Emissions and Laser Radiation" – Sound and Laser Regulation – issued by the Swiss Federal Council on February 28, 2007.

19. Order Service and Security

Adequate and professional supervision of the rented premises, entrance control, and medical services are at the responsibility of the organizer. The organizer must submit their arrangements to the banquet rooms administration for approval before the rental period begins. The organizer is responsible for ensuring compliance with fire safety regulations, the smoking and bottle prohibition, and for keeping fire extinguishing equipment and emergency exits unobstructed at all times. For public events, a security service will be provided at the organizer's expense.

20. Liability and Duty of Care

The premises and materials provided must be used with the utmost care by the organizer and their guests. The organizer is liable to Volkshaus Basel for any damage, loss, or gross soiling caused by themselves, their assistants, guests, or participants, without the need for Volkshaus Basel to prove fault. Any damages of any kind must be reported by the organizer without delay and will be repaired by Volkshaus Basel at the organizer's expense. For extended rental periods, Volkshaus Basel will prepare and maintain a handover protocol. Volkshaus Basel disclaims any liability for theft, damage, and services provided by third parties. This also applies to personal injury, unless caused by employees of Volkshaus Basel. Volkshaus Basel is liable only within the scope of statutory provisions. If special cleaning or additional waste disposal is required due to extraordinary soiling, the additional costs will be charged to the organizer. The entire interior area, as well as the hotel rooms, is smoke-free. The organizer is liable for all consequences of violating this prohibition. If smoking occurs in any of the rooms, a cleaning fee of CHF 5,000 will be charged to the organizer.

21. Data Protection

The data protection provisions can be viewed at: <https://volkshaus-basel.ch/datenschutz/>

22. Final Provisions

In addition to the Event Terms and Conditions, other provisions and booking conditions may apply, which take precedence over the Event Terms and Conditions. Any changes or additions to the accepted offer or these Event Terms and Conditions must be made in writing. Unilateral changes or additions by the organizer are invalid. The place of performance and payment is the location of Volkshaus Basel. Swiss law applies, with the exclusive jurisdiction being Basel-Stadt. Should any individual provisions of these Event Terms and Conditions be invalid or null and void, the validity of the remaining provisions will not be affected. Otherwise, the statutory provisions apply.

Basel, August 2024, Volkshaus Basel Betriebs AG