

# TERMS AND CONDITIONS

## 1. Basic

The following general terms and conditions handle the rights between the Client and Bouygues Energies & Services Schweiz AG (Bouygues E&S) for the renting of meeting- and banquet-rooms including additional services (i.e. Catering and inventory). You will find the application, as long as the corresponding parties have not come to a differing written agreement.

## 2. Contract

The event contract comes with the signing of the order or a written confirmation between Bouygues E&S and the client. Upon signing or giving written confirmation the client is accepting these general terms and conditions, which are an integral part of the event contract. The offer / confirmation is based on the information provided by the client; in regards to date, time, duration, number of guests etc. Bouygues E&S confirms the prices, and in the case of any change to the prices then the guest will be notified.

## 3. Cancellation and cancellation fees

As long as no signed confirmation or written consent is present, Bouygues E&S reserves the right to back out of an offer at any time and for any reason. Furthermore, Bouygues E&S also reserves the right to back out of an offer if facts come to light which indicate the client is either not creditworthy. In the case of Force Majeur, Bouygues E&S has the right to back out of any offer without being liable.

A cancellation of a confirmed event is only possible if the client provides a written cancellation. In the case of cancellation within the time limits listed below, an appropriate cancellation fee can occur:

90 - 61 Days before the event	25% of forecasted revenue
60 - 31 Days before the event	50% of forecasted revenue
30 Days before the event	100% of forecasted revenue

## 4. Taking food and drink

The catering of all events is the sole responsibility of Bouygues E&S or an external company as designated by them. For any drinks brought in, a corkage (decided by Bouygues E&S) will be charged.

## 5. Authorisations

Through the cantonal hospitality law, it is stipulated that catering must be closed between the hours of 24:00 and 05:00. Outdoor catering is to be finished by midnight. Public concerts and closed events are subject to authorisation which must be approved ahead of time. The license fee is 112 CHF (including any delivery charge) per event.

For applications that are received less than 3 working days prior to the event, a rush charge of 100 CHF will be added. Unless otherwise stated, Bouygues E&S will take care of the necessary authorisations and all costs will be forwarded to the client.

## 6. Disposal

The disposal of all materials brought to the event is the responsibility of the client. Any additional employee or disposal hassles will result in a charge of 50 CHF per container.

## 7. Technology

The technical equipment in the World Trade Hall may only be operated by an in-house technician belonging to Megatron Veranstaltungstechnik AG. If the client were to book a third party technical company, so must they book our in-house technician over the entire working time of up to 120 CHF per hour. Additionally, any external technical company is required to pay a turnover of 5% to Bouygues E&S on any external technical equipment.

## **8. Risk assessment and exclusion of liability**

The event takes place at the risk of the client, excluding Bouygues E&S of any liability for direct damage, consequential damages, property damage or loss of profits; regardless of any negligence. The customer and any participants waive their right to accuse Bouygues E&S.

The client is responsible for losses and damage to rooms, facilities and furniture made by its participants, employees or assistants.

The client must insure themselves against all possible risks. Bouygues E&S waives all liability as lender. Guarding valuable objects is the client's responsibility.

The application of personally acquired decoration materials or similar by the client are only permitted with the prior consent of Bouygues E&S. These must comply with fire regulations. The insurance of Goods and exhibits etc. brought personally must be procured by the client. Bouygues E&S waives any liability / responsibility for any loss or damage of any object brought along by the client.

If the customer (client) is not also the organizer, he is jointly liable to Bouygues E&S along with the organizer as debtor both for all claims from the contract as well as for all extra-contractual claims. The client is liable to Bouygues E&S for the payment of additional services ordered by the participants.

Faults or defects in the technical data provided by Bouygues E&S as well as any other devices or materials are to be repaired as soon as possible.

In no case may the client claim a refund or refusal to pay.

## **9. Mandatory Information**

The organizer is obligated to inform Bouygues E&S truthfully and in full about the nature of the event, including any relevant themes discussed by the speaker due to appear. In all rooms and halls offered by Bouygues E&S it is prohibited to hold any events that go against decency and customs, or that call for violence and contain any discriminatory content.

Bouygues E&S holds the right to withdraw from any planned event, should information come to light that calls into question the seriousness or integrity of the event planner, as well as indicate that the event will contain discriminatory content, lead to violence or go against decency and customs. The same goes for if Bouygues E&S discovers the event organizer has in any way been untruthful about the true nature of the event. In the case that Bouygues E&S backs out of an event, the cancellation policies indicated in Ziff. 3 analog will be applied.

## **10. Special Events**

Events involving personalities where specific levels of safety, security or traffic control measures must be reached must be coordinated via the relevant channels. Bouygues E&S is not responsible for these costs; the event organizer must cover these costs in advance with the necessary authorities.

## **11. Advertising**

Advertising / marketing for the event is the sole responsibility of the client. If the client would like to advertise within the confines of the World Trade Center, the permission of Bouygues E&S is required.

## **12. Terms of Payment**

Invoices are to be paid in full within 30 Days of receipt. Bouygues E&S reserves the right to demand pre-payment. In the case of late payments, Bouygues E&S is permitted to demand an additional 5% interest. Events with an invoice address from outside of Switzerland must settle the full invoice amount before the day the event takes place.

## **13. Miscellaneous**

Bouygues E&S reserves the right to make alterations to the room allocation, assuming this is reasonable in concordance with the client's needs.

## **14. Jurisdiction**

The court of jurisdiction for all contractual and extra-contractual disputes is located at CH-8050 Zürich.

Zürich, August 2017