

General Terms and Conditions for Events (GTCE) at the Swiss Museum of Transport

1. Scope

1.1. These General Terms and Conditions for Events (hereinafter "GTCE") in the Swiss Museum of Transport (hereinafter "SMT") specifically govern contractual relations between the SMT and the customer as the hirer and user of SMT premises for events.

2. Conditions

2.1. Prices

Prices can be found in current lists on the SMT website and/or are quoted individually by the SMT. Unless otherwise indicated, all prices are in Swiss francs and include VAT. Prices are subject to change.

2.2. Decision period for quoted services

The SMT reserves the right to make a quote, and thus a provisional room reservation, subject to a decision period. If the event is not definitively confirmed within the decision period, all claims to the quoted conditions, the space reservation and all other services will lapse.

2.3. Confirmation

An event is confirmed by the SMT in writing or by email. Without immediate notification to the contrary, a confirmation is regarded as binding.

2.4. Approval

Events are automatically approved through an event confirmation. The SMT reserves the right to withdraw approval at any time without stating a reason. It is the customer's responsibility to secure any official permits they require. The SMT does not accept any responsibility for the absence of or failure to obtain the necessary official permits.

2.5. Number of guests

The number of guests that is relevant for provision and invoicing must be communicated in writing two weeks before the event. Changes of no more than 10% to the number of guests may be communicated in writing up to three working days (Monday to Friday) before the event. After that point, the communicated number of guests is binding. In all cases, the customer will be invoiced for any additional participants who register on the day. The maximum permissible occupancy of premises according to official regulations must be observed at all times and not exceeded.

2.6. Payment terms

The quoted, confirmed prices and conditions are binding, and are invoiced after the event. Invoices must be paid within 30 days. Any goods or services that are ordered or used by the customer in addition to those in the order confirmation will also be invoiced. The SMT is entitled to demand an appropriate down payment or pre-payment at any time and to reject an event if such payment is not made promptly.

2.7. Cancellation terms

If an event is cancelled, the following percentages of the quoted overall cost of an event will be invoiced for confirmed services (no less than CHF 200):

- Up to 60 days before the event: CHF 200 processing fee
- 59 to 31 days before the event: 25% of the order
- 30 to 14 days before the event:

50% of the order

- 13 to 4 days before the event: 80% of the order
- From the 3rd day before the event: 100% of the order. The cancellation must be made in writing and arrive during office hours.

3. Special terms

3.1. Commercial events

Commercial events are not permitted in the museum during opening hours. The SMT may approve commercial events involving admission fees or the sale of goods and/or services outside of opening hours, but only in the Conference Center.

3.2. Restrictions for museum visitors and other customers

The event must not result in significant restrictions for visitors and customers due to set-up and dismantling work, storage of materials, or the event itself. The SMT is entitled to issue corresponding instructions.

3.3. Parallel events

The infrastructure and the concept of the SMT allow for different events to run simultaneously. The customer hereby acknowledges that there is no right to exclusivity or uniqueness.

3.4. Event supervision

The SMT guarantees the availability of the project manager and/or banqueting manager during the event. The SMT representative in attendance must be contacted without delay on +41 41 375 75 30 in the event of uncertainties, problems, unusual events or damage.

3.5. Catering

Catering services in the SMT are provided exclusively by ZFV enterprises in accordance with their general terms and conditions, and invoiced separately. External catering is only permitted in exceptional cases and if agreed with the SMT and ZFV. The use of kitchen infrastructure is not permitted. A proportion of the catering revenue or market value of the catering service will be owed for missed revenue/earnings.

4. House Rules, security, and authority to issue instructions

4.1. Responsibility

The customer is responsible for security at the event. Without prejudice to specially agreed rules concerning catering and picnics, the SMT House Rules apply. SMT representatives have the right to conduct checks and to issue safety and security instructions at any time. These instructions must be followed without delay.

The SMT may demand that the customer organises a security service for the event at the customer's expense. On SMT premises, this security service will be subject to the instructions of the SMT's own security service and must coordinate its activities with it.

4.2. Violation of provisions

In the event of non-compliance with the safety provisions, instructions and/or other requirements set out in the House Rules and the GTCE, an event may be terminated immediately following an initial warning; in such case, the corresponding costs will be charged to the customer in full and the approval for the event will be withdrawn.

5. Infrastructure and technology

5.1. Infrastructure and technology, technical equipment
The SMT provides its own technology and infrastructure. The SMT is entitled to have contractual obligations fulfilled by third parties or to otherwise call on third parties. In this case, the SMT undertakes to select and instruct third parties with care. The technology in the Coronado conference room is generally provided by the technology partner. In this case, the general terms and conditions of the technology partner apply. The infrastructure and technology may, in exceptional cases and by prior arrangement with the SMT, be provided by the customer themselves or by third parties. In this case, there is no claim to technical support from SMT employees.

5.2. Technical equipment
All technical equipment and structures provided by the customer, its guests or third parties acting on its behalf must be agreed in advance by the SMT and documented in writing. A distance of 0.5 metres is required between exhibits and any equipment. Furthermore, no heat-generating lighting may be pointing directly at exhibits.

5.3. Electricity, phone and internet connections
Electricity, phone and internet connections must be requested from the SMT with sufficient lead time. These are invoiced to the customer (incl. personnel costs).

5.4. Deliveries
Deliveries for the Conference Center must generally be made within museum opening hours. Vehicles that are parked incorrectly or for long periods will be towed away at the owner's expense. Goods may only be sent prior to the event if agreed with the SMT. The corresponding instructions must be followed. The SMT reserves the right to invoice for the storage and handling costs of such goods or to refuse acceptance of deliveries for which it has not received notice.

5.5. Cleaning and waste
Cleaning of premises is included in the rental price. In the event of excessive soiling or unusual quantities of waste, the effective cost of cleaning will be invoiced.

5.6. Handover of space
By accepting the handover of the space, the customer recognises that it is in good order and condition. Any complaints must be made without delay, i.e. upon use of the premises, otherwise the right to complain is forfeited.

5.7. Damage caused by events
The customer undertakes to use the infrastructure with care and, in particular, to exercise due care and consideration for the valuable items in the museum. The customer further undertakes to notify the SMT of any damage or faults to rental objects. Damage caused must be rectified at the customer's expense. In particular, the SMT reserves the right to assert claims for compensation of indirect damages or consequential damages such as lost earnings or revenues.

6. Liability
The SMT is liable for direct damages caused intentionally or by gross negligence. Where permitted by law, all further liability is excluded; in particular, liability for commissioned third parties, liability for slight negligence and liability for indirect damage, consequential damage and third-party damage are excluded.

7. Data protection
The Privacy Policy of the SMT applies.

8. Final provisions
7.1. Severability clause
Should individual provisions of these GTCE be or become invalid, this will not affect the validity of the other provisions. The same applies to loopholes. The entirely or

partially ineffective provision or loophole must be replaced by a regulation whose economic success is as close as possible to that of the ineffective one.

7.2. Jurisdiction and applicable law
Swiss law applies exclusively, to the exclusion of all conflict-of-law standards and the UN Convention on the Sale of Goods.
The jurisdiction for all disputes is **Lucerne**.

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