

## Terms and Conditions for Events (TCE) in the Swiss Museum of Transport

(The masculine form is employed hereinafter for the purpose of legibility and is taken to include the feminine form)

### I. Area of applicability

1. These Terms and Conditions for Events (hereinafter referred to as the TCE) in the Swiss Museum of Transport (hereinafter referred to as the SMT) supplement the General Terms and Conditions of Business of the Swiss Museum of Transport (hereinafter referred to as the GTCB) and primarily govern the contractual relationship between the SMT and the Customer as the tenant and user of the SMT premises for events.

### II. Conditions

1. Decision-making period for quotations  
The SMT reserves the right to subject a quotation and thus a provisional space reservation to a decision-making period. If the event is not definitely confirmed within the decision-making period, all entitlements to the quoted terms cease and the space reservation and all other services are cancelled.
2. Confirmation  
Event confirmations are sent in writing by e-mail or post by the SMT. A confirmation is deemed to be binding unless we hear immediately to the contrary.
3. Approvals  
Events are automatically approved by the issue of the event confirmation. The SMT reserves the right to withdraw approval at any time and without giving reasons. Responsibility for obtaining any official permits lies with the Customer. The SMT accepts no responsibility for the absence of or non-adherence to an official permit.
4. Number of event guests  
The number of guests required for the provision of facilities and billing is to be notified in writing 2 weeks prior to the event. Changes of up to a maximum of 10% of the event guests may be notified in writing no later than 3 working days (Monday to Friday) before the event. Thereafter the specified number of event guests is binding. The maximum permissible occupancy as laid down by the official regulations is to be observed at all times.
5. Payment terms  
The quoted and confirmed prices and conditions are binding and will be billed at the conclusion of the event. Any services or goods over and above the order confirmation ordered or caused by the Customer will be billed in addition. The SMT is entitled at any time to demand an appropriate deposit or advance payment and to decline an event if the payment is not made in promptly.
6. Cancellation terms  
If the event is cancelled, a charge will be made for confirmed services as a percentage of the quoted overall costs (minimum CHF 200.00):
  - Up to 60 days before the event: CHF 200.00 administrative 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
  - 3 days before the event: 100% of the order
 Cancellations must be made in writing during office hours.

### III. Special provisions

1. Commercial event  
Commercial events are not permitted in the museum area during opening hours. Commercial events with admission charges or sale of goods and services may be approved by the SMT outside opening hours and restricted to the Conference Center.
2. Restrictions for museum visitors and other customers  
The event must not be allowed to cause significant restrictions on visitors and customers – whether due to erection or dismantling work, storage of materials or through the event itself.
3. Parallel events  
The SMT infrastructure and concept permit different events to be held at the same time. The customer takes cognisance of the fact that there is no right to exclusivity or uniqueness.
4. Event support  
The VHS guarantees the availability of the duty manager or specially trained staff during the event. The relevant person is to be contacted without delay in case of doubt, technical problems, exceptional events or damage by calling +41 41 375 75 30 (internal: 530).
5. Catering  
Catering services in the SMT are provided exclusively by the ZFV companies in accordance with their General Terms and Conditions of Business and on a separate invoice. External catering will only be approved in exceptional cases by consultation with the SMT and ZFV. The use of the kitchen facilities is excluded. A percentage of the cater-

ing turnover or the market value of the catering service will be charged for loss of turnover or profit.

### IV. Safety and authority to issue instructions

1. Responsibility  
The Customer is responsible for the safety of the event. The management of the SMT has the right to conduct inspections at any time and to issue safety-related instructions. These instructions are to be followed at all times.  
The SMT reserves the right to require the Customer to provide a security service at his own expense for the event. Within the SMT premises, this security service is subordinate to the SMT's internal security service and is required to liaise with the latter.
2. Failure to comply with the provisions  
In the event of failure to comply with the safety provisions, the authority to issue instructions and/or other provisions contained in these GTCB and TCE, after issuing a single warning, the event may be terminated immediately with the customer bearing full responsibility for the costs and the event authorisation withdrawn accordingly.

### V. Infrastructure and equipment

1. Infrastructure and equipment  
The SMT offers its own equipment and infrastructure. The SMT is entitled to entrust or involve third parties with the fulfilment of the contractual obligations. Should this be the case, the SMT undertakes to exercise due care in the selection and instruction of the third parties. The technical equipment in the Coronado conference room is supplied by our technical equipment partner B+T Bild+Ton AG. The General Terms and Conditions of Business of B+T Bild+Ton AG apply.  
In exceptional cases and by prior agreement with the SMT, the Customer may supply his own infrastructure and equipment or have them provided by a third party. In this case, however, he has no entitlement to technical assistance or support by SMT personnel.
2. Technical equipment  
All technical equipment and structures provided by the Customer, his guests or agents must be discussed and documented in advance with the Swiss Museum of Transport. All equipment must be kept at least 0.5 metres from the exhibition objects. In addition, heat-emitting lighting may not be directed at exhibition objects.
3. Electricity, telephone and Internet connections  
Requests for electricity, telephone and Internet connections should be submitted to the SMT with adequate lead time. These will be billed to the customer (incl. staff costs).
4. Deliveries  
Deliveries to the Conference Center are to be made exclusively outside museum opening hours. Vehicles parked unlawfully or for an excessive period of time will be towed away at the owner's expense. Goods may only be sent in advance of the event by prior agreement with the SMT. The relevant instructions are to be complied with. The SMT reserves the right to levy a charge for the storage and handling of such goods or to decline to accept unannounced deliveries.
5. Cleaning and waste  
Cleaning of the premises is included in the rental price. In the event of excessive soiling or quantities of rubbish, the cleaning work will be charged in accordance with the time expended.
6. Room handover  
By taking over the rooms at the beginning of the rental period, the Customer acknowledges that they are in perfect condition. Any complaints are to be made immediately, i.e. on taking over the rooms, otherwise the right of complaint is forfeit.
7. Damages arising from events  
The Customer undertakes to treat the infrastructure with care and in particular to show the utmost consideration for the museum's valuable exhibits. In addition, the customer undertakes to notify the SMT at once of any damage or defects relating to the rental property. Rectification of any damage caused will be charged to the customer. The SMT expressly reserves the right in this connection to assert claims to compensation for indirect or consequential damages such as lost profits or loss of revenue.