

Basic

These Terms & Conditions of Business (hereinafter referred to as "TCB") set out the fundamentals for cooperation between you as event organizer and the Kursaal Bern AG (hereinafter referred to as the "Kursaal Bern" in the successful staging of your event. Separate special conditions apply to accommodation bookings at our in-house Swissôtel Kursaal Bern and for any services provided by our technical partners. The Kursaal Bern's Safety Regulations and Handbook for Exhibitors form an integral part of these General Terms & Conditions of Business.

At all events in the Kursaal Bern you have the excellent opportunity to make a voluntary contribution to climate protection. At the same time, we double your contribution. With the final sum, we promote local and global climate protection projects to offset unavoidable emissions caused today. This initiative is a collaboration with the Swiss myclimate foundation as part of the «Cause We Care» programme. Further information: kursaal-bern.ch/cause-we-care.

1. Planning the event

1.1 Lease agreement

The Kursaal Bern is happy to assist you with the planning of your event. The description of the hired premises, the purpose of use, and the detailed arrangements and conditions for the event shall be set out in separate contracts. A contract shall be considered valid only upon the signing by both parties. Sub-letting or other transfers of the premises made available to the event organizer shall require the prior written consent of the Kursaal Bern.

1.2 Legal relationship

As client, you undertake to protect the Kursaal Bern's ownership, property rights and image. As event organizer, you shall be the contact with the public and, in particular, be recognized as the event organizer during event promotions and the sale of tickets. A legal relationship shall exist between you, the event organizer, and your event visitors. No contractual relationship shall exist between your event visitors and the Kursaal Bern.

1.3 Official permits

Any official permits required for your event shall be obtained through the Kursaal Bern. If organizing a concert or show, you shall be required to obtain in advance all the relevant performance rights. Payment for these performance rights shall be settled directly by the event organizer with SUISA (Cooperative Society of Music Authors and Publishers in Switzerland).

1.4 Consent of the Kursaal Bern

The following event activities shall require the express prior written consent of the Kursaal Bern. This may entail additional conditions and costs:

- use of the logo of Kursaal Bern and its outlets
- lucky draws, competitions etc.
- bringing sponsorship products onto the premises
- bringing of lettering/signage, promotions and flags onto the premises (inside and outside)
- selling food, beverages and tobacco goods or providing them free of charge
- film recordings

1.5 Event risks

The Kursaal Bern will assist you in analysing any potential event risks. For events attended by more than 600 persons, concerts, events at which alcohol is available and any such events of a similarly

exposed nature, you will be required to recruit trained security staff. At all times the safety regulations of the Kursaal Bern shall apply. Any costs for the recruitment of necessary security personnel and the implementation of appropriate security measures shall be invoiced to you as event organizer.

2. Cancellation of your event

2.1 Cancellation

Should you wish to cancel your event, you shall be required to do so in writing and pay the cancellation fee(s) agreed in your event contract(s). If the Kursaal Bern is able to acquire an appropriate substitute event, the cancellation fee(s) shall be waived. Any third-party and/or special services rendered unnecessary by the cancellation of your event shall be payable by you.

2.2 Withdrawal by Kursaal Bern

The Kursaal Bern shall be entitled to withdraw from the contract in the following cases, without being liable for damages:

- if the advance payments agreed in the contract are not made on time
- if the event is booked using misleading or false information
- if the planning or staging of the event could damage the reputation of the Kursaal Bern or lead to disturbance of public or internal order
- if proof of the required liability insurance and/or appropriate security measures is not provided on time
- if legal requirements are not met, permits are lacking or performance rights not obtained
- if safety regulations are not being met or you, as event organizer, are unable to guarantee compliance with such regulations
- if unavoidable events occur within the definition of force majeure.

3. Staging of your event

3.1 Deliveries / waste disposal

Material may be delivered not earlier than two days before the event and only after prior consultation with the Kursaal (where storage facilities are limited). For postal deliveries, please use our special labels to ensure proper processing.

After unloading and/or reloading, vehicles must leave the goods loading area immediately. Unloading at the main entrance of the Kursaal Bern or in the Swissôtel Kursaal Bern driveway is not permitted. It is essential that instructions concerning delivery areas and the time slots for unloading/ reloading (as communicated in advance by the Kursaal Bern) are strictly observed. Delivery and/or collection of material is not permitted before 07.00 hrs or later than 22.00 hrs. Any exception to this regulation requires explicit authorization from the Kursaal Bern and must be requested by you as event organizer at least four weeks before your event. Any additional costs involved (for example, the obtaining of special permits from the local authorities) will be charged in full to you as event organizer.

3.2 Event duration

The invoiceable event duration shall be the period of time between the opening and closing of the hired premises. Time required for stand construction and dismantling shall also be considered invoiceable.

3.3 Event programme

As the event organizer, you shall be solely responsible for the staging of the event as planned and agreed with the Kursaal Bern. In particular you shall be responsible for complying with the Kursaal Bern's safety regulations, as well as with all official requirements.

3.4 Technology

The Kursaal Bern's technical facilities and equipment shall be used and operated solely by the Kursaal Bern's technical partners or trained and authorised specialists. The services and costs associated with the event technology shall be regulated separately between you and our technical partner.

3.5 Access

The Kursaal Bern management and also its staff involved in your event shall be permitted access to the hired premises at all times. The Kursaal Bern also reserves the right, together with third parties, to carry out discreet unannounced visits.

3.6 No smoking

With the exception of the various terraces, smoking is prohibited throughout the Kursaal Bern (including performers' dressing rooms). Tobacco products must be fully extinguished and deposited in the receptacles provided.

3.7 Instructions

When inside the building, you (as event organizer), your representatives and employees shall follow the instructions of Kursaal Bern staff. The current terms of use for the Kursaal Bern are contained in the Safety Regulations and the Handbook for Exhibitors.

3.8 Expulsion

If the regulations or instructions of Kursaal Bern staff are disregarded, this may result in a warning up to and – in certain circumstances – immediate expulsion from the premises by the Kursaal Bern management.

3.9 Kursaal Bern catering

The Kursaal Bern's catering service offers high-quality food and beverages for your event. It is the sole caterer on the premises. Third-party catering and/or the bringing of food and beverages is, in principle, not permitted. Exceptions to this regulation shall require the written consent of the Kursaal Bern (see 1.4).

3.10 Liability

3.10.1

The Kursaal Bern shall be liable only for damages in the event of wilful intent or gross negligence. Liability for minor negligence is expressly waived. Concerning auxiliary personnel of the Kursaal Bern, all liability – in particular for gross negligence and wilful intent – shall be waived in full.

3.10.2

The Kursaal Bern shall not be liable for claims in connection with your event. It shall only be liable for defects and deficiencies in the premises and inventory if such matters are raised before the event. In the event of equipment malfunction or an incident that either impedes the event or renders it impossible, the Kursaal Bern shall only be liable in case of proven wilful intent or gross negligence. The Kursaal Bern shall be excluded from any claims that may arise against the event organizer, its

employees or third parties, and in particular event participants and visitors, as a result of using the Kursaal Bern.

3.10.3

The Kursaal Bern shall not be liable for parking damage to vehicles in the underground car park.

3.11 The end of your event

As the event organizer, you shall be responsible for respecting the time agreed in a separate contract relating to the ending of the event. At the agreed time, the hired premises must be left tidy and clean. You shall be held liable for any damages arising from delayed vacating of the hired premises.

4. After your event

4.1 Liability

As the event organizer, you shall be liable for any damage to the building and its grounds, furnishings and the inventory caused by you, your employees, the event's visitors or third parties engaged by you.

4.2 Damage

The Kursaal Bern shall be entitled to charge you, as event organizer, for all damage and repairs and any debris, disarray or dirtiness that exceeds the amount considered usually acceptable following such an event.

5. Amendments and additions to the agreement / Severability clause

5.1

Any amendments or additions to the agreement or to the booking confirmation must be made in writing. Unilateral amendments or additions shall be considered as invalid.

5.2

Should individual provisions of these GTC be invalid, this shall not affect the validity of the remaining provisions. In such an event, that part of the agreement which is invalid, ineffective or impossible to perform shall be replaced by a valid, effective and performable provision which approximates as closely as possible in content to the original intent of the parties.

6. Applicable law / Place of jurisdiction

6.1

All agreements concluded on the basis of these GTC shall be governed solely by **Swiss law**, to the exclusion of conflicts of laws provisions.

6.2

The parties agree on **Bern/Switzerland** as the sole place of jurisdiction concerning any disputes which may arise out of these agreements.

Kursaal Bern AG
Bern, 20.07.2023