



GENERAL TERMS AND CONDITIONS

1. Basics / Applicability

The following terms and conditions apply to all of the services provided by Trafo Baden AG (TBB) as part of a contractual relationship. The organizer accepts the present General Terms and Conditions when ordering the services of TBB. The following General Terms and Conditions of TBB are part of the event agreement. The event agreement consists of the definitive reservation confirmation and the quote(s), respectively. Additional information such as organizational chart, floor plan, equipment offers etc. are also integral parts of the event agreement.

2. Number of People

The number of attendees reported to TBB 10 working days before the event shall be 10% binding. The number of attendees reported to TBB seven working days before the event shall be binding. Should the number of attendees change, TBB shall be entitled to change, or rather, adjust the charges regarding the space allocation and the agreed room rental charge accordingly.

3. Insurance / Liability for Damages

The organizer is liable for any damage to objects or property of TBB (incl. objects or premises rented from TBB, etc.) that incur during the event. The same applies to the theft of objects belonging to TBB. Movable property brought onto the grounds or premises of TBB by the organizers are not insured by TBB. Any insurance policy for loss, damage or theft of both the organizers' own items as well as the inventory of TBB is to be covered by the organizer. TBB refuses all liability.

Furthermore, in as far as permitted by law, TBB refuses all liability for damages that event attendees may cause for whatever reason. The same applies to employees, agents or other service providers of the organizer. Should TBB be sued in any way by event attendees or employees, representatives, etc. of the organizer, the organizer shall be obliged to hold TBB fully harmless.

TBB takes no responsibility and accepts no liability for third-party services (artists, performers, decorators, furniture suppliers, etc.).

4. Permissions / Extensions

Starting at 2:00 am, or 4:00 am on weekends, permission for an extension must be obtained from the Canton of Aargau. This amounts to CHF 150.00. Unless otherwise stated in the event agreement, the relevant permits will be obtained by TBB and invoiced to the organizer.

In case of parties, the organizer must request the TBB management to approve his event concept, including transportation and security arrangements; furthermore, he must also submit an appropriate request to the Baden Municipal Police. Depending on the event, TBB reserves the right to make further specifications concerning orderliness or public safety at any time.

Acoustic and large-scale decorative installations in the "mall" must be authorized by PRIVERA AG. Musical performances in the Glass Hall must be authorized by Sterk Cine AG and PRIVERA AG. The necessary authorizations will be procured by TBB.

5. Staff Costs

The official catering prices typically include staff expenses. Based on the needs of the guests or the type of event, TBB reserves the right to provide employees separately at the hourly rates listed below. Insofar as is known prior to the event, this will be accounted for in the event agreement.

Hourly Rates (incl. VAT):	until Midnight:	as of Midnight	
Project Manager	CHF 98.00	CHF 122.50	per employee hour
Head of Service / Head Chef	CHF 68.00	CHF 85.00	per employee hour
Service Staff	CHF 48.00	CHF 60.00	per employee hour
Kitchen Staff	CHF 55.00	CHF 68.75	per employee hour
Coat Check / Check-In	CHF 48.00	CHF 60.00	per employee hour
Logistics Staff / Cleaning	CHF 48.00	CHF 60.00	per employee hour



Specifics:

Based on the requirements of the applicable LGAV (Federal Collective Agreement for the Hospitality Industry) the organizer will be charged a flat rate of CHF 90.00 per hour and for each 25 guests after midnight.

For events with individually paid bills, a higher staff assignment is necessary. Therefore, at such events one employee from the "service staff" category (see rates above) will be calculated per 30 event attendees for the duration of the event. The schedule will be noted in the event agreement. A delay of +/- 10 minutes is within the tolerance range. If there is more than a 15 minute delay, any additional staff costs incurred for food and service, etc. will be charged.

The corkage fee is CHF 35.00 for each bottle of wine brought from outside.

6. Receipt of Goods and Disposal

The organizer itself is responsible for the disposal of materials brought to the event. Any employee and disposal costs incurred by TBB or third-party service providers will be billed. A flat rate of CHF 50.00 will be charged per container. TBB is able to accept delivered event materials. For each accepted pallet, a logistics fee of CHF 50.00 will be charged; from the third day on, a storage fee of CHF 20.00 per day and pallet will be charged for storage. TBB refuses all liability for stored material.

7. Technology Convention and Trafo Business Center

The technical installations of all halls and rooms may only be operated by a technician of Habegger AG. Should the organizer book an external technical company, the Habegger AG technician will invoice CHF 95.00 per hour for the entire duration of the event. Moreover, the organizers will pay TBB a commission in the amount of 15% of the total invoice of the external technology partner.

8. Cancellation

8.a. Seminars and Conferences (41 or more persons)

Should the organizer back out of a signed booking confirmation, TBB will charge a processing fee of CHF 250.00 in any case. Depending on the time of the cancellation, the following services will be calculated (including VAT):

During the period of provisional reservation: no cost

Up to 180 Days prior to the event:	CHF 250.00 (Admin Fee)
Up to 120 Days prior to the event:	CHF 250.00 plus 10% of the total package price
Up to 90 Days prior to the event:	CHF 250.00 plus 20% of the total package price
Up to 30 Days prior to the event:	CHF 250.00 plus 30% of the total package price
Up to 7 Days prior to the event:	CHF 250.00 plus 50% of the total package price
Less than 7 days prior to the event:	CHF 250.00 plus 100% of the total package price

The above indicated percentages are calculated on the package price only, excluding additional breakout rooms and halls.

In any event, the organizer will be charged for all costs incurred by TBB or charged by third-party service providers. TBB specifically disclaims any cancellation fees by third-party service providers (such as artists, performers, decorators, etc.).

8.b. Business Center (up to 40 people)

>10 working days before the meeting	no cost
6 to 10 working days before the meeting	50% of the offered services according to the last offer
0 to 5 working days before the meeting	100% of the offered services according to the last offer

In any event, the organizers will be charged for all costs incurred by TBB or charged by third-party service providers. TBB specifically disclaims any cancellation fees by third-party service providers (such as artists, performers, decorators, etc.).

9. Prices / Terms of Payment

All TBB prices as well as information about TBB flat rates and fees are inclusive of VAT. TBB invoices are to be paid within 30 days of the invoice date. TBB may require up to 80% of the contract price in advance for orders over CHF 1,000.00. As a rule, invoices up to CHF 1,000.00 must be paid by cash or credit card. In case of payments after the due date, TBB is entitled to charge default interest in the amount of at least 5%.

If doubts about the creditworthiness of the organizer should arise, TBB reserves the right to withdraw at any time from an event contract or to require full pre-payment, in the event that information should become known that creates doubt as to the creditworthiness or the integrity of the organizer. Events with billing addresses outside Switzerland must be paid 100% in full before the event.



10. Duty to Inform

The organizer is obliged to inform TBB fully and truthfully about the nature of the event, including the topics to be covered and the presenting speakers. No events may be held in TBB premises, halls and areas that are offered for rent, which violate decency and morality, call for violence or in which discriminatory contents are propagated in any way.

TBB reserves the right to withdraw at any time from an event contract if information should become known that raises doubts as to the integrity of the organizer or indicates that events are to be held that violate decency and morality, call for violence or propagate discriminatory content in any way. The same applies in the event that TBB should discover that the organizer did not completely and truthfully provide information about the character of the event. In case of a cancellation by TBB, the cancellation conditions according to clause 8 apply analogously.

11. Special Events

For reasons of personal safety and traffic control, events attended by celebrities are to be coordinated with the appropriate authorities. TBB is not responsible for costs incurred by such measures. The assumption of such costs must be arranged in advance between the organizer and the competent authorities.

TBB reserves the right to invoice events requiring above-average consulting expenses for any additionally incurred employee hours at a rate of CHF 98.00 per hour (including VAT).

12. Personal Data

As a general rule, personal data will not be passed on to third parties and only be used for the internal purposes of TBB.

The organizer expressly agrees to the disclosure of data to third parties insofar as it is necessary for the third party processing or provision of the services desired by the organizer.

13. Final Provisions

Should any provision of these General Terms and Conditions be or become invalid, the legal validity of the remaining provisions shall remain unaffected. In lieu of the invalid provision, a valid provision shall be agreed upon that achieves the desired economic result(s) as closely as possible.

TBB reserves the right to modify these General Terms and Conditions at any time.

14. Applicable Law / Jurisdiction

The General Terms and Conditions of the operations of the Trafo Baden Betriebs AG (TBB) are part of the event agreement and shall automatically come into force at the time of definite booking. The court of jurisdiction is Baden.