

# General Terms and Conditions

## for events

### 1. Object

These General Terms and Conditions (hereinafter "GTC") apply between Impact Hub Zürich AG (hereinafter "IHZ") and event Organisers (hereinafter "Organisers") (hereinafter jointly the "Parties") and govern the general aspects of the contractual relationship regarding the provision of event premises and infrastructure as well as for all other related services and deliveries by IHZ to the Organisers.

An Organiser is any natural or legal person who has concluded a contract with IHZ for the provision of event premises and infrastructure and any associated services (hereinafter "Event Agreement").

These GTC are an integral part of the Event Agreement. Any deviating provisions in the Event Agreement shall take precedence over these GTC. By concluding the Event Agreement, the Organiser agrees to these GTC.

Any general terms and conditions or contractual conditions of the Organiser are expressly excluded and are not applicable.

These GTC do not apply to participants of events in the event premises of IHZ. There is no contractual relationship between the participants of events and the IHZ. Participants shall observe the contractual provisions between themselves and the Organiser or ticketing provider.

### 2. Conclusion of contract

The Event Agreement is concluded by completion of the booking process for event premises on the IHZ website, by written consent to an offer from the IHZ by the Organiser or by the Organiser signing a contract for the provision of event premises. The Event Agreement shall enter into force on the date of its conclusion.

### 3. Services and prices

IHZ shall make the agreed event premises and the agreed infrastructure available to the Organiser at the agreed time and for the duration of the event in the condition stipulated in the Event Agreement. IHZ shall provide further services in accordance with the Event Agreement. IHZ shall be entitled to deviate from the contractually agreed room allocation if this is necessary for organisational reasons and the event does not suffer any undue disadvantages as a result.

The Organiser undertakes to pay the contractually agreed prices. The agreed prices include the respective statutory value added tax. IHZ shall be entitled to demand an appropriate advance payment.

Unless otherwise agreed in writing, food will be charged to the extent ordered and drinks to the extent actually consumed. Opened bottles are deemed to have been consumed.

#### **4. Extension of use, additional services**

Reserved event rooms are only available to the Organiser within the period agreed to in writing.

If the agreed start and end times of the event are postponed without the prior written consent of IHZ, IHZ shall be entitled to charge additional costs for the deployment of personnel and the use of the event premises and equipment, unless IHZ is responsible for the changed times.

#### **5. Change in the number of participants at events**

The Organiser is obliged to inform IHZ of the final number of participants at least 5 working days before the start of the event.

An increase in the number of participants is possible depending on the available space or reservation utilisation. IHZ must be informed in advance in writing. Invoicing is based on the agreed maximum number of participants. Reductions in the actual number of participants compared to the final reported number will not be taken into account and will not be taken as the basis for invoicing. Events at which food and drinks are served are an exception.

For events at which food and beverages are served, the actual number of participants may not be more than 10% below the number stated in the Event Agreement, irrespective of the time of the reduction. If the actual number of participants is lower, IHZ shall be entitled to charge the Organiser the difference between the actual number of participants and the permitted maximum reduction (of 10%) in full.

#### **6. Terms of use and obligations**

##### **6.1. General**

The Organiser is obliged to use the event premises and the infrastructure provided by IHZ in accordance with the Event Agreement. The event premises and the infrastructure provided by IHZ may only be used for the purpose agreed in writing.

Any change in the purpose of use requires the prior written consent of IHZ.

Any use of the space by third parties (e.g. by subletting) or transfer of the contractual relationship shall require the written consent of IHZ.

The Organiser bears sole responsibility for the realisation of the event.

## **6.2. Duty of care and consideration**

The Organiser must ensure that the event premises and the infrastructure are used with all due care in accordance with their intended purpose.

Irrespective of the Organiser's contractual right of use, IHZ shall have sole domiciliary rights at all times. In this context, the Organiser shall also observe the IHZ's right to issue one-sided instructions. The Organiser undertakes to ensure that participants comply with any house rules or instructions and directives regarding the use of the event premises.

Smoke machines, open fires and highly flammable materials are not permitted. In the event of non-compliance, any costs incurred by the emergency services will be charged to the Organiser. Further claims for damages remain reserved.

## **6.3. Official authorisations, safety, fire authority and noise protection**

In order to hold the event, the Organiser is obliged to obtain all necessary official permits in consultation with the IHZ by the date of the event at the latest and to comply with the necessary regulations. Copyright compensation in connection with music performances must be registered and settled by the Organiser.

The Organiser is responsible for ensuring that no more people are admitted than the capacity of the room in question. The Organiser is responsible for compliance with safety and accident prevention regulations (e.g. no blocking of emergency exits, compliance with the smoking ban, etc.). IHZ accepts no liability in the event of non-compliance.

The Organiser is also responsible for ensuring that any decorations or other material brought along complies with fire regulations. The Organiser must provide proof of this on request. Due to possible damage, the installation and attachment of objects must be agreed with the IHZ in advance.

The Organiser is obliged to show consideration for the residents in the vicinity of the event. In particular, the Organiser must comply with the noise protection regulations and avoid outside noise from 22:00.

## **6.4. Bring your own food and drinks**

Depending on the rented event location, the Organiser is obliged to observe the regulations on bringing food and beverages:

#### Kraftwerk:

It is not permitted to bring your own food and drinks. The catering offered at the IHZ is prepared exclusively by Kraftwerk. If this rule is disregarded, the IHZ will charge a flat rate of CHF 50 per person.

#### Colab:

It is not permitted to bring your own food and drinks. The catering offered at the IHZ is prepared exclusively by Café Auer & Co. If this rule is disregarded, the IHZ will charge a flat rate of CHF 50 per person.

#### Viadukt:

It is permitted to bring your own food and drinks. Detailed information on this can be found in the offers.

### **6.5. Conference technology and connections**

Insofar as IHZ procures technical and other equipment from third parties at the request of the Organiser, IHZ shall act in the name and on behalf of the Organiser. The Organiser shall indemnify IHZ against all third-party claims arising from the provision of such equipment.

The use of the Organiser's own electronic equipment using IHZ's electricity network requires the Organiser's written consent. Any malfunctions or damage to IHZ's technical equipment caused by the use of such equipment shall be borne by the Organiser.

SmARTEc is the technical partner and contact person for all technical issues in the Kraftwerk event space. Should the Organiser prefer their own technical partner, this requires the agreement and direct consultation with SmARTEc and IHZ.

### **6.6. Return of the event premises**

The Organiser is obliged to end the event at the agreed time and to hand over the rooms and infrastructure used completely and, unless otherwise contractually agreed, in perfect and defect-free condition. The Organiser shall be liable for the consequences of a late or defective handover and shall be liable for damages.

IHZ shall be entitled to repair or remove any damage or excessive soiling of the rooms used, the building or the infrastructure at the expense of the Organiser. The Organiser must settle the corresponding costs within seven days of the invoice being sent by IHZ.

Any packaging materials, exhibits or other items brought to the event must be removed without residue at the end of the event. In the event of failure to do so, IHZ shall be entitled to remove and store such items at the expense of the Organiser. If

items remain in the event room, IHZ may also charge a corresponding room hire fee for the duration of their retention.

Confetti cannons or similar are permitted, but the Organiser must announce this in advance and the additional costs incurred as a result will be charged to the Organiser.

## **7. Special provisions for event premises at Kraftwerk**

### **7.1. Event material**

Deliveries of material for events at Kraftwerk must be delivered and collected on the day of the event. IHZ does not accept interim storage of event material. Unless otherwise agreed, material can only be delivered and collected on weekdays between 08:00 and 16:00. Deliveries outside these times can only be authorised by express agreement.

All delivered material must be dismantled / collected by the Organiser on the day of the event. Collection after the day of the event can only be authorised by express agreement with the Kraftwerk booking team.

Consignments for events can be accepted by the IHZ by providing the following information and address:

Event, Organiser, event date, address: Kraftwerk, Event Department, Selnaustrasse 25, 8001 Zurich

Incompletely addressed consignments will not be accepted. Any shipping costs and customs duties shall be borne by the Organiser.

IHZ must always be informed if deliveries or shipments are planned by the Organiser.

### **7.2. Signage / advertising material**

Roll-ups or other signs may not be erected in the entrance or restaurant area. Any advertising measures that are visible from the outside require special authorisation from the IHZ.

## **8. Terms of payment**

Unless otherwise agreed in the Event Agreement, IHZ invoices must be paid by the Organiser within 30 days of the invoice date.

Depending on the type and size of the event, the IHZ requires an advance payment.

In the event of non-payment after the due date, the Organiser shall be in default without a reminder. IHZ may send the Organiser a written or digital reminder and oblige the Organiser to pay an initial reminder fee of at least CHF 20.00 and default

interest of 5%. IHZ shall be entitled to suspend its agreed services and obligations until the outstanding remuneration has been paid in full.

#### **9. Right of withdrawal or right of eviction by Impact Hub Zürich AG**

IHZ shall be entitled at any time to withdraw from the Event Agreement immediately for objectively justified reasons or to expel the Organiser and its participants from the event. Objectively justified reasons include, but are not limited to

- a) Force Majeure (e.g. natural events of particular intensity (avalanches, floods, landslides, etc.), warlike events, riots, unforeseeable official restrictions and pandemics) or other circumstances for which IHZ is not responsible and which make fulfilment of the Event Agreement impossible or excessively difficult;
- b) Non-payment of a due advance payment;
- c) Providing misleading or false information or missing essential information in the Event Agreement by the Organiser;
- d) Use of the event premises by the Organiser or its participants in such a way as to damage, destroy, overload or otherwise render unusable the event premises or infrastructure provided;
- e) Reasonable suspicion that the event premises are/would be used in connection with the organisation, participation or facilitation of criminal or fraudulent activities;
- f) Reasonable suspicion that discriminatory or generally inhumane content is being propagated or advocated at the event;
- g) Justified reason to assume that the event could significantly impair or jeopardise the smooth running of business operations, safety or the reputation of the IHZ;
- h) The Organiser breaches other material provisions of the Event Agreement. The unauthorised transfer of the event premises to a third party shall be deemed a breach of a material provision;
- i) In accordance with the values of the IHZ, the IHZ takes the liberty of rejecting requests for events from the arms or tobacco industry.

If IHZ exercises its right of withdrawal or referral, the Organiser or the participant concerned shall have no claim against IHZ for compensation or repayment of any payments already made and owed.

#### **10. Cancellation by the Organiser**

The Organiser may terminate the Event Agreement in writing with the consequence that, depending on the time of termination (or cancellation), compensation shall be payable in varying amounts in accordance with this clause.

The following cancellation conditions apply. Cancellation fees are calculated as a percentage of the agreed total service:

Event Space at Kraftwerk, Kraftwerk or Restaurant exclusive and Auer & Co exclusive:

Cancellation possible free of charge up to 61 days before the event

- Cancellation 60-46 days before the event 25%
- Cancellation 45-31 days before the event 50%
- Cancellation 30-16 days before the event 75%
- Cancellation 15-0 days before the event 100%

Viadukt Bogen D, Loft Corner and Community Salon in the Colab, command room in Kraftwerk

- Cancellation possible free of charge up to 31 days before the event
- Cancellation 30-15 days before the event 25%
- Cancellation 14-9 days before the event 50%
- Cancellation 8-4 days before the event 75%
- Cancellation 3-0 days before the event 100%

Meeting rooms / containers in the Kraftwerk, Colab and Viadukt as well as group bookings in the Kraftwerk or Auer & Co. restaurant:

Cancellation possible free of charge up to 15 days before the event

- Cancellation 14-8 days before the event 25%
- Cancellation 7-3 days before the event 50%
- Cancellation 3-0 days before the event 100%

The postponement of an event is treated by us as a cancellation and the above deadlines apply.

Once the offer has been signed, the following points (if defined in the offer) can no longer be adjusted and are considered final:

- Provision costs / rent
- Reservation fee for tents / tent hire
- Organisational expenses (min. expenditure CHF 400.00)
- Personnel assignments / expenses
- Authorisation fees

## **11. Liability and Force Majeure**

### **11.1. Customer as Organiser**

Unless otherwise agreed in writing, the customer acts as the Organiser and is responsible for the orderly running event and its authorisation. The procure all necessary authorisations for the implementation of his event at his own expense at and comply with the public law regulations for his event at IHZ then only has a contractual relationship with the customer and does not itself act as the Organiser.

The customer is responsible for ensuring that no more persons are admitted to than the capacity of the corresponding rooms. The maximum numbers specified by the IHZ are binding. Is also responsible for compliance with safety regulations (no blocking of emergency exits, compliance with the smoking ban, etc.) IHZ accepts no liability in the event of non-compliance.

### **11.2. IHZ as Organiser**

If IHZ acts as the Organiser, it shall assume responsibility orderly running of the event and its authorisation at all authorisations may be necessary for holding the event and shall comply with the public-law regulations applicable to the event.

The IHZ is responsible for ensuring that no more persons are admitted than the capacity of the corresponding rooms. The maximum numbers specified by IHBE are binding. IHZ is responsible for compliance with the safety regulations (no blocking of the emergency exits, compliance with the smoking ban, etc.).

### **11.3. Liability of the Organiser and indemnification of IHZ**

The Organiser is liable for direct damage to the building, the event premises and/or the infrastructure of Impact Hub caused by the Organiser itself, its employees and/or third parties (participants) invited by the Organiser.

The Organiser undertakes to indemnify Impact Hub and its representatives, employees and vicarious agents without limitation against all claims arising from or in connection with the use of Impact Hub's services and to defend Impact Hub against such claims and to pay Impact Hub damages (including for reasonable legal defence costs). This applies in particular, but not exclusively, to damages arising from a breach of the Event Agreement (e.g. due to unauthorised use) or a breach of applicable law or third-party rights.

### **11.4. Liability of Impact Hub Zürich AG**

The liability of IHZ shall not be limited for damage caused intentionally or by gross negligence and for personal injury.

IHZ excludes any further liability, both for contractual and non-contractual claims, to the extent permitted by law. In particular, but not conclusively, IHZ accepts no liability for damages.

- from loss or theft
- due to infrastructure and/or equipment failures;
- from the use of data transmission systems (Internet, WLAN, etc.);
- to objects or equipment brought in by the Organiser, its guests or event participants;

#### **11.5. Force Majeure**

The Parties understand Force Majeure to mean in particular, but not exclusively: natural events of particular intensity (avalanches, floods, landslides, etc.), earthquakes, volcanic eruptions, sabotage, DDOS attacks, hacking, malware, ransomware, epidemics, power failures at energy suppliers, war as well as warlike events, revolutions, rebellions, terrorism, uprisings and the measures taken against them as well as unforeseeable official restrictions.

If a party is unable to fulfil its contractual obligations in full due to Force Majeure, it shall be temporarily released from its obligations in this respect - provided that it has taken any contractually agreed measures against certain events.

If it is objectively unreasonable or no longer reasonable for the other party to adhere to the Event Agreement in such a case, it may terminate the affected services with immediate effect.

#### **12. Data protection**

The Organiser's personal data collected by IHZ in connection with the provision of the services under the Event Agreement shall be processed in accordance with the applicable data protection laws and IHZ's privacy policy, which is available on IHZ's website.

#### **13. Ownership and rights of use / References**

Unless expressly agreed otherwise in writing, the Event Agreement does not provide for any transfer of ownership.

IHZ grants the Organiser the non-transferable, non-exclusive right to use the services of IHZ agreed in the Event Agreement.

Beyond this, the Organiser shall not be granted any further rights of use unless otherwise agreed in writing. In particular, the Organiser is not entitled to use (e.g. for advertising), license, pledge, sell, reproduce or otherwise make available to third

parties the intellectual property of IHZ (such as company names, copyright or trademark rights).

IHZ may publish the Organiser's company names and logos on various channels (e.g. website, social media, press releases, etc.), in particular but not exclusively for advertising purposes. Upon conclusion of the Event Agreement, the Organiser shall grant IHZ a limited right of use for this purpose. IHZ may send the Organiser newsletters and other information by e-mail.

#### **14. Miscellaneous**

- a) Should parts of the Event Agreement (including these GTC) prove to be invalid or ineffective, this shall not affect the validity of the remaining provisions or the existence of the Event Agreement (including these GTC). The invalid or ineffective provision shall be replaced by a provision that comes closest to the intention of the Parties.
- b) IHZ shall be entitled to offset claims arising from the Event Agreement against any counterclaims at any time. The offsetting of claims by the Organiser is only permitted with the consent of IHZ. In the event of bankruptcy, offsetting by the creditor is possible without consent within the framework of the statutory provisions.
- c) The Organiser may only assign and transfer the rights and obligations arising from the Event Agreement to third parties with the written consent of IHZ. IHZ may, however, assign and transfer the claims, rights and obligations to another company or person with discharging effect at any time and without the Organiser's consent.
- d) The Parties agree that they are not entering into a simple partnership (Art. 530 et seq. CO) through the Event Agreement. If, contrary to expectations, such a simple partnership is assumed, the dissolution of the Event Agreement with which it is associated shall also lead to the dissolution of the simple partnership. In this case, the Parties have no obligation to make contributions of any kind or additional contributions. Profit or loss sharing is excluded. Each party shall bear its own costs and risks.

#### **15. Applicable law and place of jurisdiction**

The contractual relationship between the Parties, including these GTC and all contracts based on them, shall be governed exclusively by Swiss law. The Parties declare that the conflict of laws rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply.

The place of jurisdiction for any disputes arising from or in connection with this contractual relationship between the Parties, i.e. the legal relationship arising from the Event Agreement including these GTC, shall be Zurich exclusively.

(Version March 2024)