



General Terms and Conditions for Events at Kraftwerk

Contract / Partner / Liability

The contract between the Organiser and Impact Hub Zürich / Kraftwerk becomes valid upon written acceptance of the Kraftwerk booking team. All agreements and offers are based on the General Terms and Conditions (GTC). These are an integral part of every contract. The GTC may be changed only with the written consent of the Impact Hub Zürich / Kraftwerk.

For any unlawful or unseemly use of the leased premises, the Impact Hub Zürich / Kraftwerk reserves the right to cancel the contract or any ongoing negotiations. As long as no signed agreement exists, the negotiations may be cancelled at any time without reason.

If a force majeure (natural disasters, unforeseen influence of third parties etc.) makes it more difficult or impossible for the Impact Hub Zürich / Kraftwerk to wholly or partially provide the contractually agreed services, then the Impact Hub Zürich / Kraftwerk reserves the right to withdraw from the contract with no payment of compensation.

Liability

The infrastructure and furniture of Kraftwerk require special care. The Organiser is liable to the Impact Hub Zürich / Kraftwerk for any loss, injury, or any form of physical and defamatory damage caused to the Kraftwerk or its furnishings by the Organiser himself, the Organiser's employees, agents, event participants, or other third parties both during and after the event. In the event that such an infringement occurs, the Kraftwerk event management staff must be informed immediately.

Impact Hub Zürich / Kraftwerk accepts no liability for damage, injury, loss or theft to persons, property, or data brought into the premises by the Organiser, the Organiser's employees, agents, event participants, or other third parties. Insurance for these possessions, data and persons is the responsibility of the Organiser. Impact Hub Zürich / Kraftwerk reserves the right to ask for proof of insurance coverage at any time. The supervision of children and animals is the responsibility of the parent or owner.

The Organiser is responsible for data protection. Impact Hub Zürich / Kraftwerk accepts no liability for any data brought into the Kraftwerk by the Organiser, the Organiser's employees, agents, event participants, or other third parties, which is lost, stolen, or damaged during the use of any kind of web interface.

Where it has been agreed that Impact Hub Zürich / Kraftwerk will order equipment for the Organiser, it does so in the Organiser's name and at the Organiser's cost. The Organiser is liable for the proper care and timely return of this equipment and releases Impact Hub Zürich / Kraftwerk from any claims by the

Organiser himself or any third parties. Any permits must be obtained by Organiser and at the Organiser's own expense. Any copyright compensation for musical performances must be registered and collected by the Organiser himself. Impact Hub Zürich / Kraftwerk refuses all liability for any violations of this.

The Organiser is committed to ensuring peace and order, as well as compliance with any instructions from the managerial staff of Impact Hub Zürich / Kraftwerk. Furthermore, the Organiser agrees to keep the Impact Hub Zürich / Kraftwerk completely free from any civil or public law claims made against Impact Hub Zürich / Kraftwerk by event participants, contractors, guests, employees, government agencies and other third parties resulting from the Organiser's event, and agrees to pay for any claims in general.

Transparency

The Organiser commits himself before the conclusion of the contract to full transparency towards Impact Hub Zürich / Kraftwerk regarding the object, content and mode of the event. Impact Hub Zürich / Kraftwerk reserves for itself the right not to host any events which polarise in a political, ethical or religious manner this compromising the safety and/or the reputation of the location itself, the guests and employees, or should the subject of the event only become known after the conclusion of the contract to cancel any such event on a short term notice without any consequences.

Regarding the values of Impact Hub Zürich, Impact Hub Zürich / Kraftwerk rejects event requests of the gun, tabac, alcohol or pharma industry without any explanations.

Participant numbers

The final participant number must be confirmed 7 working days before the start of the event. The Organiser can provide the correct participants number of +/- 10% up to 3 days in advance. This figure will serve as the basis for invoicing, even if fewer participants actually take part in the event. To ensure a smooth service, it is imperative that the actual number of participants is communicated to us before the start of the event - this to void food waste.

Reserved times

In order to accurately plan the schedule and staff of the event, its exact beginning and ending times must be communicated to the Kraftwerk Booking Team. This time period must be strictly observed and must also include the set up and dismantling times. On site, the time schedule within the reserved period may be flexibly arranged.

Room use / Room change / Rental fees

The Impact Hub Zürich / Kraftwerk reserves the right to change the function room at short notice, provided that the new function room meets the requirements, interests and approval of the Organiser. In general, rooms may only be used until 00:00 on weekdays.

The setup of decorations and promotional material must be discussed in advance with Impact Hub Zürich / Kraftwerk. No posters or similar material is allowed in the gastro area.

The artwork and decorative objects in the meeting rooms are part of the premises and may not be altered or removed. In case of altered or removed, Impact Hub Zürich / Kraftwerk will charge an fee of min. CHF 100 for additional effort. The Organiser will be charged for any disappeared artwork or decoration.

Fire Authority safety regulations governing escape routes, no smoking policies and room participant numbers may not be disregarded or exceeded at any time. Compliance with these regulations is the responsibility of the Organiser. Impact Hub Zürich accepts no liability for violations of these regulations.

External food and beverages

No food or beverages may be brought in from outside sources. The catering offer in Kraftwerk is exclusively made by the Kraftwerk kitchen. If this rule should be breached, Impact Hub Zürich / Kraftwerk will charge an additional fee of 25% of the room rental.

Technical equipment and connections

The technical partner of Impact Hub Zurich / Kraftwerk is the company SmARTEc.

The Organiser is responsible for the correct use of any technical equipment handed over to him, and its proper return. Any damage to this equipment will be fully charged to the Organiser.

Staff

The gastronomy infrastructure in Kraftwerk can cover groups up to 25 people with internal employees. These will not be charged to the organizer. In case of special requests or specific care requirements this regulation may not apply.

For bigger groups with more than 25 people Impact Hub Zürich / Kraftwerk cooperates with external staff recruiters. The additional services will be charged to the customer.

The following fees apply:

- Service staff
 - Chef de Service 65 CHF / H
 - Barista 65 CHF / H
 - Commis de Rang 45 CHF / H
- Kitchen staff
 - Head Chef 85 CHF / H
 - Sous Chef 65 CHF / H
 - Chef de Partie 55 CHF / H
- Event support 45 CHF / H

The Kraftwerk is normally closed during weekends. For exclusive events on Saturday or Sunday an additional hosting fee of 95 CHF / H will be mandatory charged to the Organiser.

Deliveries and shipping of materials

Material for your event should be delivered to the Kraftwerk within the reserved time frame or shortly before. Please note that deliveries may be received only on weekdays between 08.00 and 16:00. The receipt of deliveries outside these hours can be granted only upon special request.

All delivered material must be dismantled / picked up by the organizer on the day of the event. Collections after the event can only be approved after agreement with the Kraftwerk Booking Team.

We are happy to accept deliveries for events. Please provide the sender with following address information:

Kraftwerk / Eventabteilung / Anlassnahme, Veranstalter, Anlassdatum / Selnaustrasse 25 / 8001 Zürich

Incompletely addressed deliveries will not be accepted. Any delivery costs and customs fees will be charged to the Organiser.

Logo usage / Invitations / Media advertisements

The Impact Hub Zürich / Kraftwerk logo may only be used with our prior consent. We will send you the Impact Hub Zürich / Kraftwerk logo upon request and naming of intent.

Any media advertisements or other promotions that make mention of events in Kraftwerk require prior written consent from Impact Hub Zürich / Kraftwerk. If such a publication is made without prior consent, then Impact Hub Zürich / Kraftwerk reserves the right to rescind the contract and to charge the Organiser for the loss of revenue.

Cancellation / Withdrawal

If an event is cancelled, the following amounts will be charged to the contractual partner:

Event Space and Kommandoraum

> 60 days : cancellation without any fees

60 days > 40 days : 25% of the agreed rental fee

39 days > 30 days : 50% of the agreed rental fee and 30% of the agreed catering price (F&B, F&B Infra, Staff)

29 days > 10 days: 75% of the agreed rental fee and 45% of the agreed catering price (F&B, F&B Infra, Staff)

< 9 days : 100% of the agreed rental fee and 100% of the agreed catering price (F&B, F&B Infra, Staff)

Container rooms K1 - K8

- > 14 days : cancellation without any fees
- 13 days > 6 days : 25% of the agreed rental fee
- 5 days > 2 days : 50% of the agreed rental fee
- < 48 hrs. : 100% of the agreed rental fee

For a cancellation on the event date we will charge 100% of the room rent and 100% of the catering price on base of the last notified number of attendees.

Billing

The Organiser must pay all invoices unless otherwise indicated. Advance notice must be given if a different billing address is required.

By signing the agreement, the Organiser agrees to pay Impact Hub Zürich / Kraftwerk for its services within 30 days of receipt of the invoice. This also applies to services, which Impact Hub Zürich / Kraftwerk has provided to third parties. The Organiser is liable for any unpaid participant bills.

Jurisdiction

Swiss law applies to this contract. The exclusive place of jurisdiction is the City of Zürich.

Zurich, January 2019