General terms and conditions ("T&C’s") for Impact Hub - Events by an organiser ("the contracting party")

I. Scope

1. These T&C are an integral part of all contracts concluded between Impact Hub and the contracting party for the provision of event and conference facilities and all other associated products and services provided by Impact Hub. The contracting party confirms that he/she has read these T&Cs and accepts them.

2. Impact Hub does not accept any conflicting or deviating terms and conditions issued by the contracting party unless an explicit written agreement has been made to this effect.

II. Conclusion of the contract, contracting parties, contractual liability

1. The contract shall become effective when both contracting parties (Impact Hub and the contracting party) mutually agree to it in writing.

2. If the customer/placer of the order is not the actual contracting party and the order is being placed for a third party as the contracting party, the placer of the order shall be jointly and severally liable for all obligations arising from the contract together with the contracting party.

III. Services, prices & payment

1. The conference room allocated for organisational reasons in the contract is not binding. The contracting party is not entitled to provision of a specific room.

2. The contracting party is obliged to pay Impact Hub the prices agreed for these services. This also applies to services provided and expenses incurred by Impact Hub vis-à-vis third parties.

3. Absent an agreement to the contrary, drinks shall be invoiced based on actual consumption. Opened bottles will count as fully used.

4. The agreed prices include the applicable statutory rate of VAT. Should VAT change once the contract has been signed, the contracting party will be liable to pay the rate of VAT chargeable at the time the services are provided.

5. If the period between conclusion of the contract and the event exceeds 12 months and Impact Hub increases the price it usually charges for such services during this time, Impact Hub may increase the contractually agreed price within reason, by a maximum of 10%. The contracting party is entitled to withdraw from the agreement as soon as he/she is notified of the change in price. Invoices issued by the hotel without a due date are payable in full within 14 days of the invoice date.

6. If the contracting party fails to pay the invoice by Impact Hub on time, the hotel shall be entitled to refuse to provide any further or future services to the contracting party.

7. The hotel is entitled to demand a reasonable advance payment at any time.

IV. Changes to the number of participants at events

1. The actual number of participants at events where food and drink are served may not be more than 10% lower than the number stated in the event contract, regardless of when the number of guests was reduced.

2. The contracting party is obliged to inform Impact Hub of the final number of participants at least 5 working days before the events starts.

3. If the number of participants increases, the actual number of people in attendance will be used as the basis for the invoice.
4. If the actual number of participants is lower than the final figure provided, the Impact Hub shall be entitled to bill the contracting party the difference between the actual number of participants and the maximum permissible reduction in full.

V. Sub- and Reletting & Special Events
1. Impact Hub's written approval must be acquired in advance for the subletting or reletting of the hired rooms, areas and display cases.

VI. Right to offset claims/retaining lien
1. The contracting party may only offset amounts payable to Impact Hub against possible counterclaims if and insofar as his/her counterclaims are legally enforceable, undisputed or recognised by the hotel.

2. The contracting party may only exercise a retaining lien if and insofar as Impact Hub’s claim and the contracting party’s counterclaim are based on the same contractual relationship.

VII. Rescission by Impact Hub/ right to expel
1. Impact Hub shall be entitled to terminate the contract if advance payment is not received, even after a reasonable extension has been granted by Impact Hub.

2. Furthermore, Impact Hub shall be entitled to rescind the contract if this is objectively justifiable under the circumstances, for example if: -higher forces/acts of God or other circumstances beyond Impact Hub’s control make it impossible to perform the contract; -the key details provided when events are booked are misleading or incorrect, e.g. the name of the contracting party or purpose; Impact Hub has reason to believe that the event could impair Impact Hub’s smooth business operations, safety or public reputation, without this being attributable to Impact Hub itself; -the contracting party allows third parties to use the hired rooms without Impact Hub’s approval.

3. If Impact Hub exercises its right to rescind the contract or expel a guest, the contracting party or the customer affected shall have no right to claim damages from Impact Hub.

VIII. Rescission by the contracting party
1. The contracting party can terminate the contract in writing. Compensation will subsequently be payable depending on the point at which the contract was terminated.

2. This liability for compensation shall not apply if the contract is terminated more than 61 days before the agreed usage date. Should the contract be rescinded at a later date, cancellation will be charged as follows based on the full package of services agreed:

Kraftwerk (Event Space and Kommandoraum)
- Cancellation up to 61 days before the event: free of charge
- 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%

Kraftwerk (Meeting rooms and Restaurant/Group bookings)
- Cancellation 15 days before the event: free of charge
- Cancellation 14-8 days before the event: 25%
- Cancellation 7-3 days before the event: 50%
- Cancellation 3-0 days before the event: 100%

Colab & Viadukt (large venues: Viadukt Bogen D, Loft Corner und Community Salon)
- Cancellation 31 days before the event: free of charge
- 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%
Colab & Viadukt (Meeting rooms and Restaurant/Group bookings)
- Cancellation 15 days before the event: free of charge
- Cancellation 14-8 days before the event: 25%
- Cancellation days before the event: 50%
- Cancellation days before the event: 100%

3. The postponement of an event shall be treated as a withdrawal and the above mentioned deadlines shall apply.

IX. Extension of usage, additional services
1. Reserved function/meeting rooms are only available to the contracting party within the timeframe arranged in writing.

2. If the agreed start and end times for the event change without Impact Hub’s prior written approval, Impact Hub shall be entitled to levy additional charges for staff and the use of rooms and equipment. This shall not apply if Impact Hub is responsible for the chance of timings.

3. Costs arising in addition to the contractually agreed services - such as additional consumption at the Café/Restaurant - will be invoiced as per the billing arrangements defined in advance. If event participants fail to meet their personal costs, the contracting party shall be jointly and severally liable together with the event participants.

X. Licences / SUISA/Advertising
1. The contracting party must acquire any licences needed for his/her event at his/her own expense and comply with the regulations which apply to his/her event under public law.

2. The contracting party must contact the relevant authorities and pay any royalties arising from performances of music himself/herself.

3. The contracting party may only use Impact Hub’s name and trademark to advertise his/her event with Impact Hub’s explicit permission.

XI. Mitbringen von Speisen und Getränken/ Tagungstechnik und Anschlüsse
1. The contracting party may not bring food and drinks to events (Exceptional case location Viadukt).

Kraftwerk:
The contracting party may not bring food and drinks to the events. The catering offer at Kraftwerk is prepared exclusively by Kraftwerk. If this rule is disregarded, the Impact Hub Zurich/Kraftwerk will charge an additional 25% on the room rent.

Colab:
The contracting party may not bring food and drinks to the events. The catering offer at Colab is prepared exclusively by Café Auer&Co/Kraftwerk. If this rule is disregarded, the Impact Hub Zurich/Café Auer&Co will charge an additional 25% on the room rent.

Viadukt:
The contracting party may bring food and drinks to the events. The catering offer at Viadukt is provided by our partner “Gärtnerei”. We are happy to establish contact so that food and drinks can be ordered.

2. As Impact Hub procures technical and other equipment from third parties at the instigation of the contracting party, it acts in the name and on behalf of the contracting party; this is required for proper treatment and return in proper condition. It releases Impact Hub from any third party claims arising from the release of this facility.

3. The use of the contractor’s own electronic systems using the power network of Impact Hub requires its written consent. Any faults or damage to the technical equipment of Impact Hub caused by the use of these devices shall be borne by the contracting party.
4. SmARTec is our technical partner and contact person for all technical questions in the event space of the power plant. Should the contracting party prefer its own technical partner, this requires the approval and direct agreement with SmARTec.

XII. Items brought on site by the contracting party

1. The contracting party is liable for ensuring that any decorations or other material supplied comply with the fire authority’s specifications. He/she must provide Impact Hub with official confirmation of this on request. The assembly and affixing of objects must be discussed with Impact Hub beforehand as this can potentially cause damage.

2. Packaging, exhibition pieces and other items brought on site must be removed immediately following the event. If the contracting party fails to comply with this, Impact Hub shall be entitled to remove and store such items at the contracting party’s cost. If items are left in the function room, Impact Hub shall be entitled to charge for use of the room as per the contractual arrangements until they are removed.

3. The contracting party is liable for ensuring that all attendees/visitors/exhibitors and all parties involved are informed that Smoking machines, open fires and easily inflammable materials are not permitted. In the event of non-compliance, any deployment costs of all rescue services will be charged to the contract partner.

XIII. The contracting party’s liability for damage

1. The contracting party is liable for all damage caused to buildings or fixtures and fittings caused by himself/herself, event participants and/or visitors, his/her staff or vicarious agents.

2. If excessive dirt makes special cleaning or additional cleaning necessary at Impact Hub’s discretion, Impact Hub will make the necessary arrangements and charge the additional expenses to the contracting party.

3. The contracting party is responsible for ensuring that the number of people admitted does not exceed the relevant room’s capacity. The maximum guests numbers provided by Impact Hub must be observed. The contracting party is also responsible for complying with safety regulations (keeping emergency exits free, enforcing the smoking ban, etc. Impact Hub accepts no liability in the case of non-compliance.

4. The contracting party exempts Impact Hub from all third-party claims based on the behaviour of the contracting party, his/her employees, the event participants and his/her vicarious agents.

5. Impact Hub can demand that adequate collateral is furnished by the contracting party.

XIV. Impact Hub’s liability

1. Impact Hub accepts no liability for the theft or or damage to materials and equipment brought into Impact Hub by the contracting party or third parties contracted or invited by him/her.

2. Furthermore, Impact Hub shall not accept liability for damage to any property belonging to the contracting party, his/her event participants/visitors, or employees or vicarious agents, unless this was caused intentionally or by gross negligence on the part of Impact Hub. Impact Hub accepts no liability for consequential damage, however caused. This clause restricting and excluding liability applies to all claims for damages, regardless of their cause in law.

XV. Final provisions/place of jurisdiction

1. Any alterations or additions to the contract or these T&Cs shall only be valid if they are made in writing. Unilateral alterations or additions by the contracting party shall be null and void.

2. Impact Hub forms the place of performance and payment. Suppliers based abroad recognise Zurich as the domicile for legal purposes.

3. Zurich is the sole place of jurisdiction. Impact Hub is entitled to pursue or take action against suppliers in any other legally permissible place.

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