

## GENERAL TERMS AND CONDITIONS OF BUSINESS

### 1 Scope of the General Terms and Conditions of Business

1a) These General Terms and Conditions of Business govern the legal relationship existing between the requester/event organiser (the Client) and the Gottlieb Duttweiler Institute (GDI) with regard to the rental of conference and banqueting spaces and any additional services provided (catering, material & equipment, etc.). They apply unless otherwise agreed by the contracting parties.

### 2 Agreement / Dates quoted

2a) The Event Agreement becomes valid when both the GDI and the Client sign the Order Confirmation or a written commitment on the part of GDI and the Client. By signing the Order Confirmation, the Client agrees to accept the present General Terms and Conditions of Business, which are an integral part of the Event Agreement.

The Offers/Confirmations are based on information provided by the Client concerning the date, time, length, number of guests, etc., of the event. As a basic rule, the prices confirmed in writing by the GDI apply; they are subject to change and therefore the Client must be notified immediately of any changes.

2b) The dates quoted are binding on both parties. On expiry of the dates quoted and in the absence of any response from the Client, the GDI reserves the right to hire out the reserved spaces to other parties without incurring any liability towards the Client.

### 3 Withdrawal

3a) Until such time as the Client provides a signed Order Confirmation, the GDI reserves the right to withdraw from the offer at any time and without stating any reasons.

3b) In the event of force majeure (fires, strikes, etc.) the GDI reserves the right to withdraw from the offer without incurring any liability towards the Client.

3c) Cancellation of a confirmed booking for an event by the Client is valid only if effected in writing. In the event of cancellations within the times specified below, the following costs of the services requested will be charged:

Up to 50 participants	
70 - 51 days prior to the date of the event	25% of the services requested*
50 - 26 days prior to the date of the event	50% of the services requested*
25 - 0 days prior to the date of the event	100% of the services requested*
51 participants or more	
90 - 71 days prior to the date of the event	25% of the services requested*
70 - 51 days prior to the date of the event	50% of the services requested*
50 - 26 days prior to the date of the event	75% of the services requested*
25 - 0 days prior to the date of the event	100% of the services requested*

In the event of a cancellation or reduction in numbers during the event, the full amount will be charged. If the reserved spaces can be hired out to other parties, the costs calculated will be waived.

\*"Services requested" comprise all agreed services such as space rental, technical infrastructure, range of food & beverages.

3d) In the event of a further booking on the same scale within six months after a cancellation, the cancellation costs will be counted towards the Client's payment for the future event.

3e) If conference rooms accommodating up to ten participants are booked at short notice – i.e. up to six days before the date of the event – and subsequently cancelled, no cancellation costs will be charged. For bookings effected seven days or more before the date of the event, section 3c) applies.

### 4 Changes to participant numbers

4a) If any changes are made to the number of participants following a definitive booking, the GDI must be notified in advance in writing. The following periods of notice must be observed:

up to 10 participants	2 working days
11–50 participants	4 working days
51 – 100 participants	10 working days
Over 100 participants	12 working days

4b) Costs are quoted on the basis of the number of participants stated in the Offer/Confirmation. If this number is reduced or increased in the case of a provisional or definitive reservation, the GDI reserves the right to recalculate the costs.  
up to 100 participants: if number changed by more than 10%  
over 100 participants: if number changed by more than 5%

### **5 Provision of own food and drinks**

5a) The GDI or a supplier appointed by the GDI is responsible for the entire catering of events, regardless of their nature. Corkage will be charged for drinks not purchased on the premises. The amount of this charge will be agreed in advance.

### **6 Insurance**

6a) The event organiser is liable for any losses or damage caused by event participants, the Client's employees or auxiliary staff to the premises or their fittings, furniture and surroundings. The event organiser must insure any material it brings onto the premises against all risks. The GDI accepts no liability as lessor. Security for valuables is the event organiser's responsibility.

6b) The Client may provide its own decorative or other material only with the prior agreement of the GDI. All decorative material must comply with the fire regulations. The event organiser is responsible for insuring any material, exhibits, etc., that it has brought onto the premises. The GDI accepts no liability or responsibility for loss of or damage to objects of any kind brought onto the premises by the Client.

6c) If the requester is not identical with the event organiser, it is jointly liable with the event organiser to the GDI as co-guarantors both for all claims arising from the Agreement and for all non-contractual claims. The Client is liable to the GDI for payment of any additional services ordered by the event participants.

6d) Any breakdowns or defects in the technical and other equipment, devices or material provided by the GDI will – wherever possible – be rectified without delay. In no case is the event organiser entitled to claim a discount or the right to withhold part of the payment.

### **7 Billing / Advance payment**

7a) Bills are payable without reductions within 30 days of the date of billing. The GDI reserves the right to request part-payment in advance.

### **8 Sundry provisions**

8a) The GDI reserves the right to make changes to the allocation of reserved spaces, provided such changes take account of the Client's interests and are acceptable to the Client.

8b) The event organiser can have waste such as cardboard, paper and leftover conference material disposed of at the GDI. In the case of relatively large quantities the GDI reserves the right to charge a flat-rate disposal fee.

### **9 Opening hours**

9a) Monday – Friday, 8 a.m. – 6 p.m. Use of the premises outside these times, including assembly and dismantling work, must be notified in advance and will be billed. Events held at weekends or on public holidays are subject to a 50% surcharge of all requested services. Provisions regarding minimum sales and a minimum number of participants apply in such cases.

9b) Nighttime peace, from 10pm please be aware of noise annoyance at the outdoor area.

### **10 Publications**

10a) Advertisements in the media (newspapers, radio, television and the Internet) which refer to the event taking place in the GDI require the GDI's prior written consent. If they are published without consent, the GDI can cancel the event.

### **11 Court of jurisdiction**

The place of jurisdiction for any contractual or non-contractual disputes is CH-8803 Rüschlikon.

Address GDI Gottlieb Duttweiler Institute, Langhaldenstrasse 21, CH-8803 Rüschlikon

Place and Date \_\_\_\_\_ Rüschlikon, January 19, 2016

Stamp/Signature \_\_\_\_\_

2016 - 2017