

GENERAL TERMS & CONDITIONS

1. Fundamentals / Applicability

The following General Terms and Conditions apply to all services provided by Trafo Baden Betriebs AG (TBB) within the framework of a contractual relationship. The organiser accepts these General Terms and Conditions when ordering services from TBB. The following General Terms and Conditions of TBB are an integral part of the signed offer or contract. Additional information such as organisation plan, room plan, technical offers etc. are also part of the event agreement.

2. Catering services and number of attendees

All catering services (food and drinks) must be purchased from Trafo Baden Betriebs AG. Bringing customer's own catering is not permitted. This also includes bringing wine, beer, pastries, etc. as 'give-aways' or gifts, if these are to be consumed on site. Exceptions must be requested in writing from TBB before the contract is concluded.

TBB must be notified of the choice of food and drinks no later than 2 weeks (or 4 weeks for over 500 participants) before the date of the event. After this time, TBB cannot guarantee the availability of individual dishes or drinks.

The corking fee is CHF 30.00 per 75cl bottle of wine brought in through customer's own supplier .

The number of people notified to TBB 2 weeks before the event is binding with a 10% margin. The number of people notified to TBB 1 week before the event is binding. For events with 500 or more participants, the number of people notified to TBB 4 weeks before the event is binding with a 10% margin. The number of persons notified to TBB 2 weeks before the event is binding.

If the number of participants changes, TBB is authorised to change or adjust the room allocation and the agreed room provision costs accordingly.

3. Insurance / Liability for damage

The organiser is liable for any damage caused to objects or property belonging to TBB during the event (including objects or premises rented by TBB, etc.). The same applies to the theft of items belonging to TBB. TBB does not insure movable objects brought into the premises or onto the event site of TBB by the organiser. Any insurance for loss, damage or theft must be taken out by the organiser both for the organiser's own items and for TBB's inventory. TBB accepts no liability whatsoever.

Furthermore, TBB accepts no liability whatsoever, to the extent permitted by law, for damages suffered by event participants for any reason whatsoever. The same applies to employees, agents or other service providers of the organiser. Should TBB be held liable in any way whatsoever by event participants or employees, agents, etc. of the organiser, the organiser undertakes to indemnify TBB in full. TBB assumes no guarantee and no liability for external services (event technology, artists, performers, decorators, furniture suppliers, etc.).

4. Permits

For parties, the organiser must have their event concept, including traffic and security arrangements, approved by the TBB management and submit a corresponding application to the Baden municipal police. Depending on the event, TBB reserves the right to make further specifications regarding order or security at any time.

Events in outside public spaces (Trafoplatz/Brown Boveri Platz) require a permit from the **City of Baden**, and all city requirements, e.g. regarding noise emissions and waste concept, must be met. Acoustic and large-scale decoration installations in the „Mall“ must be authorised by **PRIVERA AG**. Musical performances in the „Glass Hall“ must be authorised by **sterk cine ag** and **PRIVERA AG**. The necessary authorisations must be obtained from TBB.

5. Staff costs

The official consumption prices generally include staff costs. TBB reserves the right to charge staff separately on the basis of time and material needed according to guest requirements or the type of event, at the hourly rates below and after consultation with the organiser. If this is known before the event, it will be stated on the event agreement.

Hourly rates:	until 24 hours	from 24 hours	
Project Manager (Convention & Events)	CHF 100.00	CHF 125.00	per employee hour (min. 4 hours)
Service Manager/Head Chef	CHF 75.00	CHF 95.00	per employee hour (min. 4 hours)
Service/Event Logistics/Cleaning	CHF 50.00	CHF 65.00	per employee hour (min. 4 hours)
Kitchen	CHF 60.00	CHF 75.00	per employee hour (min. 4 hours)
Wardrobe/Check-In	CHF 50.00	CHF 65.00	per employee hour (min. 4 hours)

A higher number of employees is required for events with individual collections. For this reason, 1 employee in the 'Service employee' category (see rates above) is charged per 30 event participants for the duration of the event. The time schedule is set out in the event agreement. A delay of +/- 30 minutes is within the tolerance range. If there is a delay of more than 30 minutes, the additional staff costs incurred for kitchen, service and logistics will be invoiced.

6. Reception of goods and disposal

The organiser is responsible for the disposal of any material brought by the organiser. Any staff and disposal costs incurred by TBB or external service providers will be invoiced. A flat rate of CHF 55.00 per container will then be charged. TBB accepts delivered event material. A logistics fee of CHF 50.00 will be charged for each pallet accepted (including the first two days of storage) and a storage fee of CHF 20.00 per day and pallet for storage from the third day onwards. TBB accepts no liability for stored material.

7. Audio and Visual Equipment (AV) at Convention Centre Trafo Baden

The official AV partner **until 31 December 2024 is Habegger AG**. There is no obligation to hire Habegger AG for the implementation of an AV concept. However, if technical installations owned by Habegger AG are to be used, they may only be operated by Habegger AG employees. The hire of Habegger AG's installations and the invoicing of the services used are contractually regulated, offered and invoiced directly by Habegger AG.

The official AV partner **from 01 January 2025 is Winkler Livecom AG**. There is no obligation to hire Winkler Livecom AG for the implementation of an AV concept. However, if technical installations owned by Winkler Livecom AG are to be used, they may only be operated by employees of Winkler Livecom AG. The rental of Winkler Livecom AG's installations and the invoicing of the services utilised shall be contractually regulated, offered and invoiced directly by Winkler Livecom AG.

8. Cancellation conditions

8.a. Events from 51 attendees

If the organiser cancels a signed contract or a reservation confirmed in writing, TBB will in any case charge a processing fee of CHF 250.00. Depending on the time of cancellation, the following services will be charged (including VAT);

For the duration of the provisional reservation:	no costs
More than 180 days prior to the event:	CHF 250.00 (Processing Fee)
179 to 120 days prior to the event:	CHF 250.00 plus 10% of Catering and room rates*
119 to 90 days prior to the event:	CHF 250.00 plus 20% of Catering and room rates*
89 to 30 days prior to the event:	CHF 250.00 plus 30% of Catering and room rates*
29 to 7 days prior to the event:	CHF 250.00 plus 50% of Catering and room rates*
Less than 7 days prior to the event:	CHF 250.00 plus 100% of Catering and room rates*

***The percentages stated are based on the actual flat rate mentioned in the offer/contract and published on the website www.trafobaden.ch (delegate rates, exhibition flat rates, individual room hire or concert flat rates), excluding upgrades, additional group rooms and halls or personnel costs.**

In any case, the organiser will then be charged for all costs incurred or charged to TBB by external service providers. In particular, TBB will not accept any cancellation fees from external service providers (such as artists, performers, decorators, etc.). Services provided by external service providers will be invoiced directly by the respective service companies.

8.b. Events from 1 to 50 attendees

>10 working days before the meeting	no costs
6 to 10 working days before the meeting	50% of the services offered in accordance with the last offer or contract
0 to 5 working days before the meeting	100% of the services offered in accordance with the last offer or contract

In any case, the organiser will be charged for all costs incurred or charged to TBB by external service providers. In particular, TBB does not accept any cancellation fees from external services and service providers (such as artists, performers, decorators, etc.). Services provided by external service providers will be invoiced directly by the respective service companies.

9. Prices / Payment conditions

All prices quoted by TBB and information on flat rates and fees charged by TBB are inclusive of VAT. TBB invoices must be paid within 30 days of the invoice date. For orders over CHF 1000.00, TBB may demand up to 80% of the order amount in advance. Invoices up to CHF 1000.00 can be paid by credit card on-site.

For payments after the due date, TBB is entitled to charge default interest of 5%. Should doubts arise about the organiser's creditworthiness, TBB reserves the right to withdraw from a contract at any time or to demand full payment in advance.

Events with invoice addresses outside Switzerland must be paid in full before the day of the event. TBB reserves the right to adjust prices to the current market situation. In contracts that have already been signed, the event packages ordered are excluded from price changes. All other expenses, such as drinks or staff costs, will be charged at the applicable prices and rates.



10. Duty to inform

The organiser is obliged to inform TBB fully and truthfully about the nature of the event, including the topics to be covered and the speakers who will be appearing.

In the rooms, halls and areas offered for hire by TBB, no events may be organised that violate decency and morality, incite violence or at which discriminatory content is disseminated in any way.

TBB reserves the right to withdraw from an event contract at any time if information becomes known that casts doubt on the integrity of the organiser or indicates that events are to be held that are contrary to decency and morality, incite violence or at which discriminatory content is disseminated in any way. The same applies in the event that TBB establishes that the organiser has not provided complete and truthful information about the nature of the event. In the event of withdrawal from the contract on the part of TBB, the cancellation conditions pursuant to Clause 8 shall apply analogously.

11. Special events

Events attended by persons requiring security and traffic control measures for their protection must be coordinated via the appropriate official channels. TBB is not responsible for any costs incurred as a result of such measures. The assumption of these costs must be arranged in advance by the organiser with the relevant authorities.

TBB reserves the right to charge additional staff hours at CHF 100.00 per hour (including VAT) for events that require an above-average amount of work, subject to prior agreement with the organiser.

12. Use of Personal Data

Personal data will not be passed on to third parties and will only be used for internal TBB purposes.

The organiser expressly agrees to the disclosure of data to third parties if this is necessary for the processing or provision of services through third parties and requested by the organiser.

13. Final Provisions

Should any provision of these General Terms and Conditions be or become invalid, this shall not affect the legal validity of the remaining provisions. In place of the invalid provision, a valid provision shall be deemed to have been agreed which comes as close as possible to the economic intention of the parties.

TBB reserves the right to amend these General Terms and Conditions at any time. Already signed agreements shall not be affected by such changes.

14. Applicable Law | Place of Jurisdiction

The General Terms and Conditions of Business of Trafo Baden Betriebs AG (TBB) are an integral part of the contract and automatically come into force upon definitive reservation. The place of jurisdiction is Baden, Switzerland.