

## General sales terms and conditions

The co-contracting party respects the regulations applicable to the Convention Centre which it acknowledges having familiarised itself after signing the offer. It is obliged to comply with all terms and conditions of this and to enforce them among its staff, subcontractors and all participants of the event.

### 1. Sales terms and conditions

#### 1.1 Rental conditions

##### 1.1.1 Booking

The co-contracting party must inform Beaulieu SA, Beaulieu Lausanne Convention Center beforehand and in writing of the purpose of the rental. Beaulieu SA is entitled not to follow up on a rental request, without justification.

The co-contracting party undertakes to organize an event in accordance with the booking. If non-compliant premises are used, Beaulieu SA is authorised at any time to prohibit access to its premises and to obtain the immediate cancellation of the event. Any event of a violent, racist or similar nature is prohibited. The sublease of premises is only possible after announcement and agreement by Beaulieu SA.

##### 1.1.2 Booking conditions

The offer is valid 15 days, unless stated otherwise herein. The rental contract only comes into effect after counter signature by Beaulieu SA. It is entitled to rent out the premises to a third party if the rental contract has not been returned signed to it in the deadlines mentioned on the latter.

##### 1.1.3 Simultaneous events

Other events can take place at the same time in the enclosure of Beaulieu Lausanne, without indemnity to the co-contracting party. Information as to ongoing bookings can be obtained from Beaulieu SA. During certain exhibitions, advertising canvases can be hung from the facades of the main building.

#### 1.2 Order and complementary services

Any order or complementary service must be formulated in writing at least 15 days before the event.

##### 1.2.1 Order cancellation

Any cancellation must be communicated in writing (email or letter). Despite an order cancellation, the below amounts remain due:

Technical equipment, is not refunded:

- 50% of costs (inclusive of tax) if the cancellation occurs up to 45 days before the event
- 100% of costs (inclusive of tax) if the cancellation occurs up to 30 days before the event

Staff and services:

- 50% of costs (inclusive of tax) if the cancellation occurs up to 30 days before the event
- 100% of costs (inclusive of tax) if the cancellation occurs up to 15 days before the event

#### 1.3 Deposits and payment

The co-contracting party is asked to pay a deposit of 20%, 50% or 80% on the total amount featured in the rental upon signature. If the percentage is not expressly specified in the contract, the deposit is 80%. In case of non-payment of the deposit on the eve of the event, Beaulieu SA reserves the right to cancel the event and the related services.

If no payment deadline is specified in the contract, the final Beaulieu SA invoices must be paid in the 30 working days from the date of the invoice. The amounts due are calculated in Swiss Francs (CHF) inclusive of tax. The co-contracting party exempt from VAT must supply a copy of the exemption attestation on presentation of the contract

#### 1.4 Contract termination

In the event of total or partial termination of the rental contract by the co-contracting party, the latter is bound to inform Beaulieu SA by registered letter and to pay a termination indemnity calculated according to the following scale:

- 10% of the rent inclusive of tax if the termination more than 6 months before the date of the event
- 25% of the rent inclusive of tax if the termination less than 6 months before the date of the event
- 50% of the rent inclusive of tax if the termination less than 3 months before the date of the event
- 75% of the rent inclusive of tax if the termination less than 30 days before the date of the event

In an exceptional situation and for all that the reasons are not attributable to it, Beaulieu SA is entitled to terminate the contract without indemnity for all that the termination occurs more than three months before the event. Beaulieu SA reserves the option of proposing an equivalent space at any time.

If the co-contracting party fails in its contractual obligations, Beaulieu SA is entitled to terminate the contract at any time. In this case, the full amount due under the contract remains borne by the co-contracting party.

#### 1.5 Renovation works

Beaulieu SA is currently undertaking extension and renovation works on the Beaulieu Lausanne site that are likely to disturb the holding of events. Insofar as possible, Beaulieu SA informs the co-contracting party of the progress of these works and offers it a solution to minimise resulting inconveniences. It is expressly agreed that these works and the resulting disturbances are assimilated with a case of force majeure releasing Beaulieu SA from any responsibility and any obligation with regards to the co-contracting party and participants.

#### 1.6 Insurance and liability

The co-contracting party undertakes to take out civil liability insurance covering the event, namely potential damage and incidents resulting from this. Failing this, it remains liable for amounts resulting from damage caused.

The co-contracting party undertakes to take out all insurance policies needed to exercise its activity as well as hold its event. It must furthermore take out event cancellation insurance. In the absence of insurance, the co-contracting party is solely liable.

Beaulieu SA declines any responsibility as to objects stored temporarily (after agreement from Beaulieu SA) in particular in the event of loss or theft. Indeed, the co-contracting party is responsible for insuring the exhibited objects as well as other objects situated in the different premises of Beaulieu SA or on the exhibition site.

Beaulieu SA cannot furthermore be held responsible for offences or damage to people or the event which result from external events or those outside of its scope. Its responsibility is excluded in the event of indirect or consecutive damage of the type loss of income, loss of business, savings not made and other similar damage.

Insofar as responsibility of Beaulieu SA is not clearly incurred, all risks are the exclusive responsibility of the co-contracting party.

## **1.7 Case of force majeure**

If unpredictable and extraordinary events (war, terrorism, strike, earthquake, epidemic, pandemic or case of force majeure) prevent the event from taking place, the two parties would then be released from their commitments relating to the cancelled event. The sums already paid will be returned, with the exception of sums corresponding to costs incurred in good faith in the framework of the rental contract.

The co-contracting party cannot file any petition for indemnity with Beaulieu SA.

## **1.8 Documentation**

The co-contracting party is bound to make available all of the documents relating to the contents of the event to Beaulieu SA within a period defined in the contract.

## **1.9 Exclusive Service**

### **1.9.1 Catering**

For the F&B part, Beaulieu SA has a partnership with referenced companies. The co-contractor is free to choose between the companies. Beaulieu SA provides the caterer with basics furnitures and a working space. The caterer can only settle in the space during the co-contractor's rental hours. In cases where the set-up time exceeds the rental period dedicated to the event, the additional rental days/hours will be charged to the co-contractor.

If the co-contracting party wishes to have another service provider intervene for the catering, a 15% fee will be collected on the revenue of an order placed with a third party service provider. The co-contracting party must provide the details of orders placed and/or the value of donations in the 30 days following the end of the event. Beaulieu SA reserves the right to ask for additional documents to calculate the fee.

The third party provider will not have access to the Beaulieu SA regeneration areas or to the basics furnitures. Additional working areas for the third party will be charged to the co-contractor. Any third party catering facilities must be validated by the safety and health services.

### **1.9.2 Fluid connections**

Water and electricity connections are services carried out exclusively for Beaulieu SA, for safety reasons.

The assessment of electricity needs is discussed between the co-contracting party and the event manager during the event preparation stage. Beaulieu SA installs electrical boxes depending on the defined needs. The co-contracting party exclusively uses the ordered service pipes. The use of additional sockets existing in the common rooms and areas must be the subject of a request. The type of equipment connected must be set out in detail in the request. In the event of non-compliant installations Beaulieu SA reserves the right to require the rental of boxes.

### **1.9.3 Standard cleaning**

Standard cleaning is an exclusive service of Beaulieu SA, included in the rental contract. Additional cleaning is the subject of a distinct written request and a separate invoicing, the payment of which is subject to a 30 days deadline, incumbent on the co-contracting party.

### **1.9.4 Other partners (conditions of use)**

Beaulieu SA also proposes audiovisual and technical services. The co-contracting party can nonetheless choose to work with other partners for these specific fields. If the intervention of external

partners of the co-contracting party involves the dismantling of certain infrastructures, handling costs may be invoiced by Beaulieu SA.

External partners mandated by the co-contracting party are subject to the same rules and regulations as the co-contracting party. By virtue of its signature, the co-contracting party is also committed on behalf of its service providers.

## **1.10 External areas, car park and garden**

External areas, the car park and garden on Beaulieu SA site are common areas. The use of these areas by the co-contracting party must be the subject of a written reservation request with Beaulieu SA.

## **1.11 Protection of the brand**

In its campaigns or means of communication vis-à-vis third parties, the co-contracting party, if it wishes to uphold the idea that Beaulieu SA or the town are directly or indirectly associated with the conception or realisation of the event, undertakes to ask for the express written and prior agreement

## **1.12 Damage caused to property rented**

Damage caused by the co-contracting party to property rented, whatever it is, will be the subject of a written statement. Repairs will be carried out by Beaulieu SA or by an external company mandated at the costs of the co-contracting party.

## **1.13 Police clearance**

The co-contracting party must ask for all necessary clearance from the Department of Security, Clearance department and return them to Beaulieu within 30 days, before the start of the event. In the absence of clearance, the contract becomes null and void, subject to payment of the rent remaining due. It is the responsibility of the co-contracting party to accurately fill in the event announcement form available at the following address:

<http://www.lausanne.ch/lausanne-officielle/administration/securite-et-economie/service-economie/manifestations/organiser-manifestation.html>

## **1.14 Copyrights**

In accordance with the international treaties and Swiss legislation on copyrights, any person playing music or broadcasting music from a sound or audiovisual medium in the premises is bound to obtain authorisation from SUISA (Société suisse pour les droits des auteurs d'œuvres musicales – Swiss cooperative Society for Authors and Publishers). The SUISA must be informed of the use of music 10 days before the start of the event at the latest. Beaulieu SA accepts no claim formulated by a third party and resulting from the non-compliance with the prescriptions relating to copyrights.

## **1.15 Modifications and amendments**

The rental contract may be the subject of modifications or amendments, which, to be valid, must be signed by both parties. They will then be an integral part of the rental contract, featuring on the potentially different terms provided for in these terms and conditions.

Beaulieu SA reserves the right to modify these terms and conditions at any time and without notice.

## **1.16 Governing law and competent court**

Only Swiss law is the governing law. In the event of a dispute resulting from this contract, the exclusive place of jurisdiction is in Lausanne.

## 2. Rules and regulations

### 2.1 Location of the premises

#### 2.1.1 Configuration of the premises

The set up of the premises is defined in advance in agreement with Beaulieu SA. The set up is then validated by the safety officer who prepares access and evacuation routes. Potential changes during the event are only possible with the agreement of security. Respect of the escape routes is the responsibility of the co-contracting party.

#### 2.1.2 Availability of premises

The premises are made available to the co-contracting party from 7 a.m. to midnight. Any schedule overrun must be announced beforehand, but at least 14 days before the event, to allow the Convention Centre to anticipate the necessary measures. An overrun of this schedule is possible subject to the contractual and/or legal terms.

#### 2.1.3 Capacity of the premises

The standard capacity of the premises communicated on the Internet and in brochures is subject to being revised depending on the type of event. In fact, the organization of the events can influence this. The definitive capacity will be communicated to the co-contracting party after the project has been studied.

#### 2.1.4 Inventory, entry and return of the premises

For events with a significant set-up by the co-contracting party, Beaulieu SA is entitled to ask for a guarantee together with an inventory on taking up occupancy and on leaving. In some cases the guarantee allows potential cleaning or additional repair costs to be covered. Depending on the state of the premises on leaving, it will be returned by being taken off the final invoice.

#### 2.1.5 Decorations, installations and hanging elements

It is prohibited to hang decorations and/or put technical installations in place without the written agreement of Beaulieu SA. Decorations brought by the co-contracting party must comply with fire or fire-resistant prescriptions (flame-retardant class RF2).

It is prohibited to fix or stick decorations and/or technical equipment on the walls. Existing hanging points can only be used with the agreement of Beaulieu SA. The equipment to hang as well as the means for hanging must be set out in detail in a written request. Beaulieu SA reserves the right to impose the fixing of the equipment by its teams. Any installation must correspond to legal standards in force.

#### 2.1.6 Equipment for signs and markings

The Convention Centre is equipped with a digital signage system that will display standard information concerning the event (title, room, level). A personalized use of these screens is possible but must be validated by the event manager 15 days before the event at the latest and can be the subject of additional costs depending on the use desired by the co-contracting party. It is possible to add physical signs in the building (roll-up, banners) if they coexist peacefully with the other events. The addition of such a sign must be validated by the event manager for safety issues.

If the co-contracting party wishes to use its own appliances, technical installations or markings, it must ensure that they correspond to the minimal quality and power requirements of Beaulieu SA.

Any markings in public places are forbidden. Any external markings must be the subject of prior agreement from Beaulieu SA and in some cases the local competent authorities.

The installation of signage on the buildings facades is only possible at predefined locations mentioned in the Beaulieu SA signage catalog. The co-contractor is free to choose the provider for the tarpaulins production, however the suspension can only be done by Beaulieu SA approved providers. (list available on request depending on the location desired).

#### 2.1.7 Sound and laser ordinance

The co-contracting party is bound to fulfil the obligations imposed by the sound and laser Ordinance of the February 28, 2007 (OSLa; RS 814.49). Any breach will be notified and invoiced to the co-contracting party (in addition to the amount due). The sound level must not exceed the limits established by the trade police. Potential fines for night-time disturbance are borne entirely by the co-contracting party. In the event of a breach, Beaulieu SA is furthermore entitled to end the event.

#### 2.1.8 Non-respect of authorisations

All petty offences, sanctions for non-respect of the authorizations received from the authorities as well as any breach in event announcements are the responsibility of the co-contracting party.

## 2.2 Security

#### 2.2.1 Safety officers on duty

Beaulieu SA ensures that safety officers are on duty throughout each event. The prevention officer that ensures this service is in charge of the site's security. He is assisted by the event manager for all logistical issues peculiar to each event. They have access to all areas of the site at any time to check the security and correct use of these as well as to intervene in case of an emergency.

The co-contracting party complies with the safety and hygiene rules. In the event of non-compliance, the co-contracting party may be prevented from holding the event, without right to any indemnity.

Depending on the event, Beaulieu SA is entitled to impose additional security measures to the co-contractor.

#### 2.2.2 Use of a security firm mandated by the co-contracting party

When the co-contracting party chooses to call on an external security company, it must supply the document showing its affiliation to a French-speaking consortium of security companies at least two weeks before the event.

For more information on this subject, the co-contracting party is referred to the website:  
<https://www.vd.ch/themes/securete/police/entreprises-de-securete/>.

Beaulieu SA declines any responsibility in the event of an accident should the regulations and terms and conditions required by this document or to which this document refers not be respected.

#### 2.2.3 Reservation

If the situation requires it, Beaulieu SA reserves the right to demand additional safety measures at any time; or in an emergency to implement them at the costs of the co-contracting party and this to ensure compliance with the rental contract.

#### 2.2.4 Fire protection

Any use of smoke bombs, materials or tools generating flames or heat must be the subject of a safety authorization from Beaulieu SA.

The legal prescriptions regarding fire safety (AEAl) provided on the website of the Canton of Vaud above as well as the protection requirements from the Cantonal establishment must all be respected. In the event of non-respect, the co-contracting party can be prevented from holding the event, without right to any indemnity whatsoever.

For more information, check out the following links:  
<http://www.praever.ch/fr/bs/vs/Seiten/default.aspx>; <https://www.eca-vaud.ch/collectivites-publiques/prevention-des-dangers/manifestations-temporaires>.

### **2.2.5 Visit from inspection body**

For the purposes of inspection, Beaulieu SA bodies must be able to access the rented premises at any time.

It is vital to respect any prohibition to smoke or light fires. If the co-contracting party wishes to store and use inflammable materials, it is obliged to obtain authorization from the fire department beforehand. Authorizations granted must be sent to Beaulieu SA.

### **2.2.6 Gas prohibition**

It is strictly prohibited to:

- Smoke inside the premises
- Modify or put a safety installation or equipment out of action
- Organise and plan any event breaching moral standards or that is illegal in the enclosure of Beaulieu Lausanne.

The use or storage of liquid gas bottles is prohibited inside the premises.

### **2.2.7 Special dangers**

The use or storage of inflammable, toxic or dangerous products is prohibited. If needs be, a request must be filed with Beaulieu SA security.

### **2.2.8 Ground loads**

The maximum ground load varies depending on the spaces. The co-contracting party must announce the maximum loads desired to the event manager to obtain authorization.

### **2.2.9 Escape routes**

Escape passageways, routes and corridors as well as emergency exits must remain practicable and freely accessible at any time and this, without anything of any kind impeding them (cables, furniture, stock etc.).

### **2.2.10 First aid**

First aid resources such as first aiders, ambulances and medical services must be put in place by the co-contracting party depending on the risks of the event and applicable standards (IAS). Directives issued by the IAS must then be respected. They can be referred to at the following link: <http://www.ocvs.ch/uploads/default/id-88-Directives-organisation-manifestations-F.pdf>