

General terms and internal regulation

1. Fields of application

This document governs, failing written provisions to the contrary, the contractual relations between the contractor and Beaulieu SA. They moreover regulate any activity exercised on the Beaulieu Lausanne site.

The contractor respects these regulations which it acknowledges having read from signature of the offer. It is obliged to respect all conditions and enforce them among its staff, subcontractors and all participants of the event.

During the occupation period, Beaulieu SA reserves the possibility of modifying or adding any prescription that will help its activities to operate correctly, of which it shall inform the contractor in writing. The latter is already obliged to respect all resulting charges and obligations.

2. General terms and conditions

2.1 Rental conditions

2.1.1 Booking

Any rental request must be the subject of a written request sent to Beaulieu SA, specifying the nature, purpose and duration of the event. The duration shall include the opening period but also the assembly and dismantling periods of the event.

The contractor undertakes to organise an event in accordance with the booking. In case of non-compliant use of premises, Beaulieu SA is authorised at any time to prohibit access to its premises and obtain the immediate cancellation of the event. Any implicit or explicit form of event denying the right to equality in virtue of Article 261bis of the Swiss Criminal Code shall be prohibited.

Beaulieu SA is entitled not to follow up on a rental request, without justification. The subletting of premises is only possible after announcement and agreement of Beaulieu SA.

2.1.2 Booking conditions

The offer has a 15-day validity, unless indicated otherwise in the offer, and triggers an option on the quoted spaces and services. At the due date, the option becomes precarious and no longer grants the organiser priority for signing the contract, if another request is registered for the same rooms at the same time.

Once the offer is signed by both parties, the rental agreement is sent. This only comes into force after countersignature by Beaulieu SA.

For the establishment of the offer and the rental agreement, the contractor is bound to provide the following information:

- Complete company name and address
- Complete contact details of its legal representative and signatories (registered with the Register of Commerce)
- Nature, purpose and programme of the event
- Name of the event
- Estimated number of participants
- Dates of the event (assembly, operation, dismantling)

Beaulieu SA is entitled to rent out the premises to a third party if the signed rental agreement has not been returned to it within a 30-day period (from the date of the agreement) and at least 2 weeks before the first day of the event.

2.1.3 Simultaneous events

Other events may take place simultaneously in the confines of Beaulieu Lausanne, without indemnity to the contractor. Information as to ongoing bookings may be obtained from Beaulieu SA. During certain exhibitions, advertising tarpaulin may be hung from the building facades.

2.2 Ordering of equipment and service provisions

All orders for equipment and service provisions must be formulated in writing at least 15 days before the event, subject to availability.

2.2.1 Order cancellation

Any cancellation must be communicated in writing. Despite an order cancellation, the amounts below remain due:

- 50% of costs (incl. tax) if the cancellation occurs up to 45 days before the 1st day of assembly of the event
- 100% of costs (incl. tax) if the cancellation occurs up to 30 days before the 1st day of assembly of the event
- Any service started is due in its entirety

2.3 Payment conditions

Unless specifically mentioned in the rental agreement, the payment conditions apply as follows:

- On signature of the rental agreement: 20% of the amount of the quoted service provisions
- 6 months before the event at the latest: 30% of the amount of the quoted service provisions
- 3 months before the event at the latest: 30% of the amount of the quoted service provisions
- Final invoice after the event: balance due according to the final invoice within a period of 10 days from its receipt

In the event the percentage is not expressly specified in the agreement, the deposit is 80% of the quoted service provisions.

For associations/entities/natural persons not registered with the Register of Commerce and/or domiciled overseas, Beaulieu SA asks for 100% of the amount of the quoted service provisions 3 months before the event according to the following schedule:

- On signature of the rental agreement: 20% of the amount of the quoted service provisions
- 6 months before the event at the latest: 40% of the amount of the quoted service provisions
- 3 months before the event at the latest: 40% of the amount of the quoted service provisions
- Final invoice after the event: balance due according to the final invoice within a period of 10 days from its receipt

In the event of non-payment of one of the deposits in the given deadlines, Beaulieu SA reserves the right to cancel

the event and not to deliver the contracted services. The amount of the rental of spaces remains immediately due.

The amounts due are calculated in Swiss francs (CHF) all taxes included. The contractor exempted from VAT must provide a copy of the exemption certificate on presentation of the agreement. Bank handling costs for payments from overseas are entirely borne by the contractor.

2.4 Termination of the agreement

In the event of total or partial termination of the rental agreement by the contractor, the latter is bound to inform Beaulieu SA of this in writing and to pay a termination indemnity calculated according to the following scale:

- More than 6 months before the 1st day of assembly of the event: 15% of the amount of the quoted service provisions
- Less than 6 months before the 1st day of assembly of the event: 50% of the amount of the quoted service provisions
- Less than 3 months before the 1st day of assembly of the event: 75% of the amount of the quoted service provisions
- Less than 30 days before the 1st day of assembly of the event: 100% of the amount of the quoted service provisions

Beaulieu SA unilaterally reserves and without indemnity the right to terminate the agreement in the event the contractor has not handed over a clear and precise description of its event, or if this is contrary to the good moral standards or likely to breach the peace, or in the event of non-delivery of the administrative authorisations that the law imposes on the contractor.

If the contractor breaches its contractual obligations, Beaulieu SA is entitled to terminate the agreement at any time. In this case, the entirety of the amount due under the agreement remains borne by the contractor.

2.5 Works

Beaulieu SA occasionally carries out works on the Beaulieu Lausanne site that are likely to disturb the proceedings of events. Insofar as possible, Beaulieu SA informs the contractor of the progress of these works and offers it a solution to minimise resulting inconvenience. It is expressly agreed that these works and the resulting disturbances are likened to a case of force majeure releasing Beaulieu SA from any obligation with regard the contractor and the participants.

2.6 Insurance and liability

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

Beaulieu SA may ask the contractor to provide a certificate from a duly authorised organisation in Switzerland.

The contractor undertakes to take out all insurance necessary for exercising its activity as well as carrying out its event. It must moreover take out event cancellation insurance. Failing an insurance policy, the contractor bears sole liability for this.

Beaulieu SA declines any liability as to the objects temporarily stored (after agreement from Beaulieu SA), in

particular in the event of loss or theft. Indeed, the contractor is in charge of insuring the exhibited objects as well as other objects situated in the different premises of Beaulieu SA or on the exhibition site.

Moreover, Beaulieu SA cannot be held responsible in the event of harm or damage to people or the event, which would result from external elements or outside of its sphere of action.

Its liability is excluded in the event of indirect or consecutive damages, such as loss of income, loss of business, savings not made and other similar damages.

Insofar as Beaulieu SA is clearly not held to be liable, all risks are the exclusive responsibility of the contractor.

2.7 Case of force majeure

If unpredictable and extraordinary events (war, terrorism, strike, earthquake, pandemic or case of force majeure) were to prevent the event from proceeding, both parties would then be released from their commitments relating to the cancelled event. The sums already paid shall be returned, with the exception of the sums corresponding to the expenses incurred in good faith in the framework of the rental agreement. The contractor can file no claim for compensation with Beaulieu SA.

2.8 Exclusive services

2.8.1 Catering

Beaulieu SA has a partnership with referenced caterers for everything concerning the catering and drinks part. The contractor shall be offered a selection of caterers depending on the spaces used. Beaulieu SA makes a basic set of furniture as well as a work space available to the caterer. The caterer can only set up there during the rental hours of the contractor. In the event the installation period of the caterer exceeds the rental period dedicated to the event, the hours/days of additional rental shall be borne by the contractor.

If the contractor wishes to have another service provider intervene for the catering, a 15% fee will be charged on the turnover ordered from a third party service provider. The contractor must provide the details of the orders placed and/or the value of the donations in 30 days following the end of the event. Beaulieu SA reserves the right to ask for additional written documents to calculate the fee.

The third party service provider will not have access to Beaulieu SA regeneration zones or the basic set of furniture, and potential work areas to rent for the caterer will be the responsibility of the contractor. Potential installations of third party caterers must be validated by the safety and hygiene services.

2.8.2 Technical connections

Connections for water and electricity are services provided exclusively by Beaulieu SA, for safety reasons.

The assessment of electrical needs is discussed between the contractor and the events manager during the preparation phase of the event. Beaulieu SA installs the electrical boxes depending on defined needs. The contractor exclusively uses the ordered connections. The use of additional sockets existing in the rooms and communal areas must be the subject of a prior request. The type of equipment plugged in must be explained in detail in

the request. In the event of non-compliant installations, Beaulieu SA reserves the right to oblige the rental of boxes.

2.8.3 Cleaning

Cleaning is an exclusive Beaulieu SA service. In the room rental, the cleaning before and after the event is included in the flat rate of the room, as well as a sanitary service for any conference up to 8 p.m. Additional cleaning is the subject of a distinct written request and a separate invoicing incumbent on the contractor. In the rental of a hall, cleaning is an additional service provision quoted in addition to the space rental. Any specific request must be formulated in writing.

2.8.4 Other partners

Beaulieu SA also proposes audiovisual and technical services. The contractor can nonetheless choose to work with other partners for these specific fields.

If the intervention of external partners of the contractor involves dismantling certain infrastructures, handling costs may be invoiced by Beaulieu SA. The external partners mandated by the contractor are subject to the same company rules and regulations as the contractor. By virtue of its signature, the contractor is also committed on behalf of its service providers.

2.9 External areas, car park and garden

The external areas, car park and garden on the Beaulieu SA site are communal areas. The use of these spaces by the contractor must be the subject of a written booking request to Beaulieu SA.

2.10 Protection of the brand

In its operations or means of communication vis-à-vis third parties, the contractor undertakes to ask for express, written and prior agreement, if it wishes to entertain the idea that Beaulieu SA or the city of Lausanne are directly or indirectly associated with the concept or realisation of the event.

2.11 Damage caused to the rented assets

Damage caused by the contractor to the rented assets, whatever the nature, shall be the subject of a written report. Repairs shall be carried out by Beaulieu SA or by a mandated external company, at the expense of the contractor.

2.12 Regulatory authorisations

The contractor must ask for all necessary authorisations from the Safety and Economics Department of the city of Lausanne, within a period of 30 days, before the beginning of the event. Failing authorisation, the agreement becomes null and void, subject to payment of the rent that remains due. It is the responsibility of the contractor to enquire with precision and send directly the event announcement form on the territory of the municipality of Lausanne to:

Direction de la sécurité et de l'économie
Service de l'économie
Office des autorisations commerciales et des manifestations
Bureau des manifestations et des marchés

Rue du Port-Franc 18,
Case postale 5354
1002 Lausanne
Tel.: 021 315 32 51/52/53
Fax: 021 324 13 72
Email: economie@lausanne.ch
www.lausanne.ch/eco

2.13 Taxes, copyrights and other licences

The payment of any taxes/copyrights and/or licence falls under the exclusive responsibility of the contractor. Moreover, the contractor undertakes, entirely discharging Beaulieu SA, to carry out all formalities in connection with taxes and/or licences, including notably making contact with the administrations concerned and providing them with all useful information and/or documents.

Notably referred to by this clause are the withholding tax levied in accordance with Article 139 of the (Vaud) Act on Direct Cantonal Taxes (concerning artists) and the tax on entertainment levied in accordance with Article 31 of the Act on communal taxes. This list of taxes is only an example.

In accordance with 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 the SUISA (Swiss society for copyrights of musical works). SUISA must be informed of the use of music 10 days before the beginning of the event at the latest. Beaulieu SA accepts no claim formulated by a third party and resulting from non-compliance with the prescriptions relating to copyrights.

2.14 Modifications and amendments

The rental agreement may be the subject of modifications or amendments which, to be valid, must be signed by both parties. They shall then be an integral part of the rental agreement, having precedence over the potentially different terms provided for herein.

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

2.15 Governing law and competent court

Only Swiss law is applicable. In the event of a dispute resulting from this agreement the exclusive place of jurisdiction is in Lausanne.

3. Company rules and regulations

3.1 Rental of the premises

3.1.1 Configuration of the premises

The setting up of the premises is defined in advance in agreement with Beaulieu SA. Beaulieu SA makes available as needed plans of spaces to allow the contractor to design its layouts and plan its technical installations. Potential infrastructural modifications that would occur in the spaces and that would involve an updating of the plans shall not give rise to any compensation with the contractor.

The contractor is obliged to provide side-by-side development plans to scale respecting safety measures. If applicable, Beaulieu SA reserves the right to contract a professional service provider and the costs incurred shall be borne by the contractor.

The setting up is then validated by the safety officer who provides means of access and evacuation among others. Potential changes during the event are only possible with the agreement of security. The respect for escape routes is the responsibility of the contractor.

3.1.2 Availability of the premises

The premises are made available to the contractor from 7 a.m. to 10 p.m. Any schedule overrun must be announced beforehand, but at least 14 days before the event, so as to allow the Convention Centre to provide the necessary

measures. Exceeding this schedule is possible subject to contractual and/or legal conditions.

3.1.3 Capacities of the premises

The standard capacities of the premises communicated on the internet and in brochures are subject to revision depending on the type of event. In fact, the layout of events may influence them. Definitive capacities shall be communicated to the contractor after studying the project.

3.1.4 Inventory of fixtures, entering and returning the premises

For events with an extensive set-up of the contractor, Beaulieu SA is entitled to ask for a security accompanied by an inventory of fixtures on arrival and departure. In some cases the security allows potential additional cleaning or repair costs to be covered. Depending on the state of the premises on leaving, it shall be returned by being taken off the final invoice.

3.1.5 Decorations, installations and hanging elements

Hanging up decorations and/or putting technical installations in place are prohibited without the written agreement of Beaulieu SA. Decorations brought by the contractor must comply with the fire-retardant (flame retardant class RF2) or fireproof prescriptions. It is forbidden to fix or glue decorations and/or technical equipment to the walls, floors, ceilings or columns of the building. Existing attachment points can only be used with the agreement of Beaulieu SA. Equipment to hang as well as the means of hanging must be set out in detail in a written request. Beaulieu SA reserves the right to impose the fixing of equipment by its teams. Any installation must correspond to legal standards in force. In the event of an unauthorised display, Beaulieu SA may proceed with any removal without appeal from the contractor and at the expense of the latter.

3.1.6 Equipment for signs and markings

The Beaulieu site is equipped with a digital signage system that will display standard information concerning the event (title, room, level). Personalised use of the screen is possible but must be validated by the events manager 15 days before the event at the latest and may be the subject of additional costs depending on the desired use by the contractor. It is possible to add physical signs in the building (roll-up, banners) as long as the coexistence with other events is not disturbed. The addition of such signage must be validated by the events manager for questions of safety.

If the contractor wishes to use its own appliances, installations or technical markings, it must ensure that they properly correspond to the minimum requirements of quality and output of Beaulieu SA.

Any marking on the public road is forbidden. Any external marking must be the subject of a prior agreement from Beaulieu SA and in some cases from competent local authorities.

Putting in place signage on the façade is only possible in the areas predefined in the signage catalogue provided by Beaulieu SA. The contractor is free to choose the service provider for the production of a tarpaulin but the hanging on the facades can only be carried out by service providers authorised by Beaulieu SA.

3.1.7 Sound and laser ordinance

The use of a laser beam installation is subject to a cantonal authorisation request via the cantonal office for the regulation of trade (Police Cantonale du Commerce).

The contractor is bound to discharge the obligations imposed by the Ordinance of 27 February 2019 relating to the Federal Act on Protection against the Risks associated with Non-Ionising Radiation and with Sound (O-NIRSA RS 814.711). Any breach shall be reported and invoiced to the contractor (in addition to the amount due). The sound level must not exceed the limits established by the cantonal office for the regulation of trade. Potential fines for night-time disturbance are entirely borne by the contractor. In the event of a breach, Beaulieu is moreover entitled to end the event.

3.1.8 Non-respect of authorisations

All fines, sanctions for non-respect of authorisations received from the authorities as well as any breach in the announcements of events are the responsibility of the contractor.

3.2 Security

3.2.1 On-call security

Beaulieu SA ensures an on-call service throughout the event. The prevention officer who ensures this on-call service is in charge of the security of the site. He/she is assisted by the events manager for all logistical issues specific to each event. They have access at all times to all spaces of the site to check the security of these and the compliant use as well as to intervene in an emergency. The contractor shall comply with the safety and hygiene rules.

Depending on the event, Beaulieu SA is entitled to impose additional safety measures on the contractor.

3.2.2 Safety of people

The contractor is personally responsible for maintaining good order in the spaces it occupies. Unless written provisions to the contrary beforehand, the contractor ensures the safety of its public, this from their access to the event, during their presence on the premises of the event until the complete vacation of the spaces made available.

This is also applicable for companies and personnel working on the event's assembly, operating and dismantling operations mandated by the contractor.

Health and safety measures at work, the Employment Act as well as the recommendations of the SUVA (Swiss National Accident Insurance Fund) apply to all works carried out on the Beaulieu Lausanne site.

The contractor makes a note of the fact that for reasons of safety of people and hygiene, animals are not admitted into the building enclosure. An exception is made for people needing guide animals.

3.2.3 Use of a security company mandated by the contractor

When the contractor chooses to call on an external security company, it must provide the affiliation document of the French-speaking Swiss consortium of security companies at least two weeks before the start of the event.

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

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

3.2.4 Booking

If the situation demands it, Beaulieu SA reserves the right at any time to demand additional safety measures or, in the case of an emergency, to implement them at the expense of the contractor and this in order to ensure respect for the rental agreement.

3.2.5 Fire protection

Any use of smoke grenades, materials or tools generating flames or heat must be the subject of authorisation from Beaulieu SA security.

The legal prescriptions regarding fire safety (AEI) planned on the site of the Canton of Vaud above as well as the protection requirements of the Cantonal establishment, must all be respected. In the event of non-compliance, the contractor may be prevented from executing the event, without the right to any compensation.

For more information, you should consult 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>

3.2.6 Visit by inspection bodies

For inspection purposes, the bodies of Beaulieu SA must be able to access the rented premises at any time. It is imperative to respect any prohibition to smoke or light fires. If the contractor wishes to store and use flammable materials, it is obliged to obtain an authorisation from the fire service beforehand. Granted authorisations must be sent to Beaulieu SA.

3.2.7 Prohibitions

It is strictly prohibited to smoke inside the premises, modify or put out of service an installation or safety equipment. The use or storage of liquid gas bottles is prohibited inside the premises.

3.2.8 Special hazards

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

3.2.9 Ground loads

The maximum ground load varies depending on the spaces. The contractor must announce the maximum loads desired to the events manager to obtain an authorisation.

3.2.10 Escape routes

The escape passages, routes and corridors as well as emergency exits must remain passable and freely accessible at all times and with no hindrance of any kind whatsoever (cables, furniture, stock, etc.).

3.2.11 First aid

Emergency procedures such as first-aiders, ambulances and medical services must be put in place by the contractor depending on the risks of the event and applicable standards (IAS – Swiss Rescue Association). The directives issued by the IAS must consequently be respected. They can be consulted at the following link:

<http://www.ocvs.ch/uploads/default/id-88-Directives-organisation-manifestations-F.pdf>.

Lausanne, June 2023.

The French version of this General terms and internal regulation shall prevail over all other translated versions. Beaulieu SA may not be sued in a version other than the French version. The translated versions are only available to customers for information purposes.