

## General Terms and Conditions - Giardino Verde Pflanzen & Event AG

### 1. Basic principle

These general Terms and Conditions apply to all events held at Giardino Verde and are an integral component of each event agreement. Additional information such as organization charts, room planners, technical offers, etc. are an integral component of the event agreement resp. the reservation confirmation.

### 2. Number of participants

The client is obliged to communicate the number of participants as promptly as possible. Changes of more than 20% must be notified at least 8 weeks before the event date in writing. The definitive number of participants must be communicated in writing 5 days before the event at the latest. This number of people serves as the basis for the invoicing.

### 3. Methods of payment

Methods of payment: The Giardino Verde is entitled to an advance deposit of CHF 100 per person as confirmation of the reservation. Depending on the event we keep up to 100% of the advance payment to settle all foreseeable costs. The invoices are to be paid 15 days as from the invoice date. If payment is late we can charge an interest of 5%.

### 4. Cancelling the reservation

4.1 If a definite booking is cancelled, we can apply compensation at the following amounts:

Time/No. of days before the event:	Compensation:
up to 91 days	CHF 50 per person
90 to 60 days	CHF 50 per person and 20%
59 to 30 days	of the room hire
29 to 10 days	CHF 100 per person and 50% of the room hire
9 to 0 days	CHF 125 per person and 75% of the room hire CHF 150 per person and 100% of the room hire

- 4.2 If Giardino Verde can justify that hosting the event will affect the smooth running of the business and endanger the safety or the reputation of the house, it is entitled to dissolve the reservation agreement at any time without payment of compensation.
- 4.3 If the event cannot be hosted due to a force majeure or official arrangement, or the client is behind with their payments, then Giardino Verde is justified to withdraw from the contract without payment of compensation.

### 5. Use of the hired property

- 5.1 The supply of materials and technical mechanisms (beverages, technical equipment, decorations, music/entertainment) requires the express agreement of Giardino Verde the day before.
- 5.2 It is forbidden to rearrange furniture and plants. Desired changes must be agreed upon with Giardino Verde and invoiced according to the actual cost.
- 5.3 Marking the journey to Giardino Verde is only permitted from the start of the meadow lane. It is forbidden to attach signs on public roads markings or information boards.
- 5.4 It is not permitted to fasten decoration to the plants.
- 5.5 It is forbidden to scatter rice or other food-stuff.
- 5.6 Petals may be strewn on the ground exclusively in Giardino 2.
- 5.7 Vehicles may be parked exclusively on the large gravel parking lot. There is enough space for 80 vehicles. The client is responsible for adhering to the parking rules. Parking in the adjacent meadowland is forbidden. With large events it is the client's responsibility to organize a functioning shuttle service and instruct bus and limousine drivers, to organize security staff or parking attendants and to ensure that the parking regulations are correctly adhered to. The client is invoiced for parking attendants assigned by Giardino Verde.
- 5.8 The appropriate ambient temperature of

the greenhouses is usually approx. 20° C in the winter.

- 5.9 Technicians, musicians and entertainers engaged by the client must inform Giardino Verde of their needs concerning power connections two weeks before the event at the latest.
- 5.10 The premises must be vacated after the event. The client is asked to instruct the persons he/she has engaged accordingly (artists, decorators, technicians, etc.).
- 5.11 It is forbidden to light fireworks.

### 6. Noise emissions

- 6.1 The client is committed to limiting the sound emissions in Giardino 3 so that the sound level produced by the musical presentation does not exceed 93 dB during the entire event.
- 6.2 During the midday breaks (12.00-14.00 o'clock) sound checks may not be made and no music may be played in the Aperogarten.
- 6.3 Only quiet background music is permitted from 2am in all Giardinos.
- 6.4 The enclosed commitment is to be signed by the client as well as by the DJ/Band leader engaged for the event and submitted to Giardino Verde 14 days before the event at the latest. If the commitment is not signed, Giardino Verde reserves the right to prohibit the performance of the DJ and/or the band.
- 6.5 Musicians and DJ engaged by the client must use the audio equipment at the Giardino Verde and are obligated to orient themselves accordingly. If this does not meet the requirements, the corresponding equipment is to be hired from the company smARTEC Veranstaltungstechnik GmbH, Aarau.

### 7. Liability for people and damages to property

- 7.1 The Giardino Verde holds the client liable for damages to property and people caused with intent or through gross negli-

gence. The client is responsible for providing proof of fault. Each further liability is excluded. The Giardino Verde does not accept liability for theft and damages to articles of clothing as well as articles brought along by the guests. It is made known that the rattan chairs are hand-made natural products. Damages to articles of clothing cannot be excluded. It is up to the client to inform his/her guests about it.

- 7.2 The client is liable for all damages to the hired property caused by him, the people attending the event, artists, technicians, etc.

### 8. Further conditions

- 8.1 The client purchases all catering services from Giardino Verde.
- 8.2 All quotations apply exclusively up to midnight, afterwards costs for extended time are applied.
- 8.3 Announcements in the media (such as newspapers, radio, television, Internet) that refer to the event being held at Giardino Verde require, in principle, the prior consent of Giardino Verde.
- 8.4 The client is responsible for arranging insurance. He is responsible for all insurance cover (also for damages to articles brought to the event). Giardino Verde is permitted to request proof of certain insurance policies.
- 8.5 Applicable law/area of jurisdiction: Swiss law is exclusively applicable. Area of jurisdiction: Uitikon, Switzerland.
- 8.6 Changes to the General terms & Conditions must be made in writing.

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