

General Terms Zentrum Paul Klee

1. General

- 1.1. These General Terms and Conditions cover the rental agreement concluded between the Paul Klee Centre as the lessor and the tenant. These General Terms and Conditions apply to the event rooms, services and infrastructure of the Paul Klee Centre referred to in this rental agreement.
- 1.2. The lessor reserves the right to exchange room bookings for meetings, meals etc. (e.g. in the event of a change in the original number of participants) if that corresponds to the requirements and interests of the tenant and is reasonable for him to accept.
- 1.3. The Paul Klee Centre supervises all events held on the rented premises. Instructions given by staff of the Paul Klee Centre must be followed.
- 1.4. On the occasion of an event held in the Paul Klee Centre, a visit to the exhibitions (with or without a private guide or audio guide) may be included or a workshop booked in the Creaviva Children's Museum. The lessor welcomes such accompanying programmes and helps the tenant to arrange them.

2. Rental agreement

- 1.1 The rental agreement is signed in writing.
- 1.2 The rental relationship relates solely to the event rooms and technical facilities which are indicated in the rental agreement.
- 1.3 The rented premises are made available only for an event of the contractually agreed type.
- 1.4 If the event is cancelled after written confirmation the following cancellation costs of room rental and technical facilities are payable:

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| up to 90 days before the event | no cost |
| 89–60 days before the event | 50 % of rental price |
| 59–30 days before the event | 75 % of rental price |
| 29–0 days before the event | 100 % of rental price |
- 1.5 If a public event is cancelled by the tenant for a reason for which the lessor is not responsible and if the Paul Klee Centre suffers prejudice as a result, the tenant must pay compensation. The claim to compensation may arise because of loss of income, damage to image, unforeseen costs incurred etc.
- 1.6 The lessor is entitled to withdraw from the agreement without creating any entitlement on the part of the tenant to compensation:
 - if the intended event might damage the prestige of the Paul Klee Centre;
 - if evidence of insurance is requested, but not provided on time.
 In this case too the tenant must pay the cancellation costs on the basis of the cancellation conditions.

3. Rental prices and ancillary costs

- 3.1. The rental prices for the premises and the costs of the technical equipment are stipulated in the rental agreement. The lessor reserves the right to bill infrastructure and services which have been ordered but not used. Short-term changes to the programme which result in additional service costs will be billed as an extra on the final invoice.
- 3.2. The lessor is authorised to require advance payment of a part of the rental costs.
- 3.3. The (remaining costs) are payable within 30 days of the date of the invoice. Any complaints must be made in writing to the lessor within ten days of the date of the invoice.
- 3.4. The lessor assumes that all invoices are to be sent to the tenant. If the tenant wishes invoices to be sent to a different address, requires billing in a special form or a particular apportionment of the invoice, he must notify this to the Paul Klee Centre before the event. In such cases the tenant is liable for outstanding payments.
- 3.5. Thorough cleaning of the premises after the event is included in the rental price. If the premises are abnormally dirty because of the event, the lessor is authorised to bill these additional cleaning costs to the tenant.

4. Conditions of use

- 4.1. The tenant may use the premises made available to him solely for the contractual purpose. The fixtures and fittings must be treated with proper care.
- 4.2. No later than seven days before the date set for the event, the tenant must notify the following to the Paul Klee Centre in writing: the detailed programme for the event, the estimated or known numbers of visitors, information on the seating arrangements, the necessary technical facilities, any required decoration/publicity material and all other information which the lessor needs for the smooth conduct of the event.
- 4.3. Setting up tables and advertising material elsewhere than on the rented premises, in particular in the Museum Street is in principle prohibited and allowed only in exceptional cases after consulting the lessor's appropriate contact person. The resulting additional costs such as cleaning etc. will be billed to the tenant.
- 4.4. The sign posting within the building will be handled through the lessor. Any additional labelling or advertising material inside or outside the building has to apply to our general Terms and Conditions of Business (see AGB 4.3.) and only possible outside of the regular opening hours of the Zentrum Paul Klee. It must therefore be approved beforehand by the lessor. The area of bus stop no. 12 is not on the property of the lessor. An authorization from the city of Berne is to be obtained.
- 4.5. The use of balloons (with helium), candles, mist and smoke generating machines etc. is not allowed.
- 4.6. The entire building of the Paul Klee Centre is a no smoking area.
- 4.7. Short-term programme changes or additional requests – even while the event is in progress – must be notified by the tenant to the lessor's contact person who is responsible for the event.
- 4.8. The tenant undertakes to respect the agreed times for the beginning and end of the event. If the agreed rental period is exceeded, the lessor is authorised to require a further rental payment. If the holding of subsequent events is impaired or even rendered impossible because the rental period has been exceeded, the lessor may require compensation amounting to not less than the lost rental prices.
- 4.9. When the event rooms are taken over and handed back, a report may if necessary be drawn up and signed by both contracting parties.
- 4.10. The tenant is responsible for the smooth and orderly conduct of the event. He must take all the necessary safety precautions and comply with the fire brigade instructions, in particular those relating to decorative materials. All the marked escape routes (emergency exits, doors, stage entrances and exits), together with the fire brigade and alarm systems, must be kept free at all times.
- 4.11. Publications about events in the Paul Klee Centre must be agreed with the Paul Klee Centre in good time and submitted to it for approval before they are printed. Protected logos and identifying marks of the Paul Klee Centre may be used only with its prior written consent.
- 4.12. The managers of the Paul Klee Centre have access to all events at all times.
- 4.13. In-house technical facilities in the event rooms may only be set up and operated by qualified technical personnel of the Paul Klee Centre. Technical equipment may only be brought in with the prior agreement with the lessor and must be set up, operated and removed again by the tenant.
- 4.14. The installation and removal of decorations/advertising material in the event rooms is permitted only with the consent of the Paul Klee Centre and is effected at the tenant's expense.
- 4.15. The presence of animals anywhere in the Paul Klee Centre, including rehearsal rooms and artists' dressing rooms, is prohibited.

5. Liability

- 5.1. The tenant is liable for all damage caused by him personally, his staff or servants or by participants in the event to the building, the technical facilities or other fixtures and fittings. The tenant must take out the necessary insurance cover.
- 5.2. The lessor accepts no liability for objects which are owned by the tenant and for material brought in by the tenant.
- 5.3. To the extent that the Paul Klee Centre makes technical aids supplied by third parties available to the tenant, it does so in the name and for the account of the tenant. The tenant is liable for careful treatment and proper return of these objects and must release the Paul Klee Centre from all claims of third parties arising out of the fact that these objects have been made available.
- 5.4. In the event of the advance dispatch of material, the tenant accepts liability and is responsible for any necessary customs clearance. The material must be addressed to the responsible contact person at the Paul Klee Centre and bear the name of the event.

- 5.5. To the extent that this is permitted by law, the lessor declines all liability. In particular, the lessor shall not be liable for events of force majeure such as power failure which may impair or render the event completely impossible.

6. Catering

- 6.1. Eventmakers AG is the exclusive catering partner of the Zentrum Paul Klee and is responsible for any catering requirements in the premises and on the grounds of the Zentrum Paul Klee. Any orders and arrangements made with Eventmakers AG are not part of this contract. These costs will be charged separately by Eventmakers AG.

7. Final provisions

- 7.1. Amendments and later arrangements concerning the rental agreement shall be valid only if they are made in writing.
- 7.2. Swiss law shall apply. The place of performance and the place of jurisdiction is Bern.

Bern, november 2023