

General Terms and Conditions

Arena Klosters

Preamble

The Arena Klosters ("AK") is property of the Municipality of Klosters. The AK is operated by the cooperative Davos Destinations-Organisation ("DDO"), Talstrasse 41, 7270 Davos Platz.

1. SCOPE

These General Terms and Conditions ("T&C") apply to the legal relationship between the DDO as the lessor and persons who rent the AK to organise or carry out events, congresses, exhibitions, trade fairs, banquets or other events ("Client").

The T&C supplement the contract ("Contract") concluded between DDO and the Clients (jointly referred to as "Parties") for the handover of rented rooms in the AK to the Clients.

The following T&C and the Contract along with any additional documents mentioned in the contract regulate the legal relationship between the Parties comprehensively and definitively. The Client's general terms and conditions do not apply to the legal relationship between DDO and the Client. If the T&C contain terms that deviate from the Contract, the provisions of the Contract have priority.

The Client must observe the regulations that apply and ensure that its employees, aids, contractors, suppliers and other third parties involved by it also comply with them.

DDO reserves the right to amend the regulations to ensure the proper operation of the AK. DDO will inform the Client of any changes or additions to the T&C in writing. The Client must comply with all resulting obligations and liabilities.

Complete or partial use of the AK requires acceptance of these T&C by the Client.

2. CONTRACT CONCLUSION

2.1. Contract conclusion

The Contract is deemed concluded once the tenant and the DDO have both signed it. DDO will deliver the Contract to the Client as an offer. It comes into force if the contract is signed by the Client and returned to DDO within 30 days of the issue date. Once 30 days have passed, DDO is no longer bound to the offer and may make the rooms offered available to others without any further notification.

2.2. Withdrawal of offer

DDO may withdraw an offer and refuse to conclude the Contract if:

- a) The Client has not provided requested information and the event no longer aligns with the original description offered by the Client;
- b) Carrying out the event would pose a threat to the peace, order and safety of local residents, guests or individuals or groups of people;
- c) Carrying out the event would pose a threat to the regular operations, security or prestige of the AK, the DDO or the Municipality of Klosters;
- d) The Client has not provided the necessary approvals and authorisations to carry out the planned event.

2.3. Contract amendments

Amendments to the Contract must be in writing and must be signed by both Parties.

2.4. Options

If the Client has the option to rent out additional rooms as part of the offer or the Contract and the Client does not exercise this option by the deadline given, DDO may make these reserved rooms available to others once the deadline for this option has passed without further notification.

3. RENTAL PRICES

3.1. Prices

Prices can be found in the Contract and are listed in Swiss francs (CHF) excluding value added tax. Published prices are non-binding, in particular those from online calculations.

Rental prices are daily flat fees or a part thereof. Half-days are calculated as 60% of the whole-day rental price. Half days are considered to be a maximum of 4 ½ hours of occupancy.

3.2. Included services

The rental price includes use of the rooms and adjoining buildings specified in the Contract as well as access to the rooms and common lighting and heating control areas.

The rental price also includes the initial equipping, furnishing and provision of seating in the rooms by technical staff as specified in the Contract.

In the Arena 1 of the AK, the rental price also includes the use of a projector and standard technical services in accordance with the separate technical list.

The cloakrooms in the AK (unattended) may be used free of charge. DDO accepts no liability for lost, stolen, or otherwise misplaced or damaged objects or articles of clothing.

Regular cleaning of the spaces (event, seminar, banquet etc.) is included in the rental price for the AK. Cleaning after parties and similar events is not included. The expenses incurred for this will be charged to the Client in accordance with Sec. 9.4.

4. PAYMENT TERMS

4.1. Methods of payment

All payments must be transferred to a DDO bank account in Swiss francs. Cash, credit card, cheque or WIR payments will not be accepted.

4.2. Deposit amount

The total amount of a rental payment as calculated and specified in the contract ("Contractually Stipulated Rental Price") is used as the basis to calculate the deposit. If nothing else has been agreed, the following deposits are to be paid:

a) After service contract conclusion:

20% of the Contractually Stipulated Rental Price, minimum CHF 500.

If the rental price is lower than the minimum deposit amount: 80% of the Contractually Stipulated Rental Price.

For concerts and theatre events: 100% of the Contractually Stipulated Rental Price.

b) **Six months prior to the event at the latest:**

A further 60% of the Contractually Stipulated Rental Price.

c) **If the service contract is concluded fewer than six months in advance of the event:**

80% of the Contractually Stipulated Rental Price.

d) **Clients based abroad:**

If nothing else has been agreed, Clients based abroad must pay 100% of the Contractually Stipulated Rental Price as a deposit when signing the service contract.

4.3. Non-payment of deposit

The due dates for the deposit payments are defined in the Contract. DDO will not send invoices for the deposit amounts. If the deposit payments are not received by the contractually stipulated due dates, the Client is automatically in default (Maturity Date). DDO may withdraw from the Contract and make the rooms available to others without further notification if the Client does not settle the outstanding amount completely within a grace period granted to it by the DDO of up to ten days.

4.4. Final bill

DDO will issue a final bill containing any remaining rental amounts and all additional services claimed by the Client within 30 days of the event. Invoices issued by DDO are due for payment within 30 days of the invoice date.

5. USE REQUIRING APPROVAL AND AUTHORIZATION

Commercial use of rooms in the AK by a Client requires DDO's prior written approval. If the use is subject to a public or private law obligation to obtain approval or register, the Client must carry out the approval process with the competent authorities promptly and must register in accordance with regulations. The Client must provide DDO with copies of the legal approvals and registrations at least ten days before the event takes place. DDO assumes no liability for missing or invalid approvals or registrations.

The Client must comply with the copyright regulations of the cooperative society for composers, lyricists and music publishers in Switzerland (SUISA) if the event is a musical performance of any kind, such as a concert, dance performance, entertainment evening or similar.

6. DDO SERVICES

6.1. Handover of rooms

DDO must hand over the rooms in the AK for rent as specified in the Contract to the Client for the purpose of carrying out events, congresses, exhibitions, trade fairs, banquets or similar events and must provide all associated services that have been agreed.

6.2. Third-party services

If the Client requests services or supplies not offered by DDO, DDO acts only as an agent between the Client and the third party. Services and supplies in the contract between the Client and the third party involved by DDO are not subject to these T&C. DDO is not a party to the contract and accepts no liability for any third-party services.

7. CANCELLATION CONDITIONS

7.1. Cancellation by the Client

The following conditions apply to a cancellation on the part of the Client, unless deviating regulations appear in the contract:

- a) If cancellation takes place at least six months before the rental period begins a processing fee of CHF 300.00 will be invoiced;
- b) If DDO receives the cancellation request fewer than six months before the event is scheduled to begin, 80% of the Contractually Stipulated Rental Price will be due. DDO reserves the right to assert claims for damages in excess of this amount.

The effective date for the calculation of cancellation costs is the date on which DDO receives the cancellation in writing. In the case of early termination or delayed commencement of a rental period, 100% of the rental price will be due.

The deposits listed under 4.2 will be offset against cancellation costs.

Cancellation within the meaning of the provisions is the cancellation of the entire event, the shortening of an event duration or subsequent cancellation for one or more of the individual rented rooms.

7.2. Cancellation by DDO

DDO may terminate the contract with immediate effect if:

- a) The Client does not pay the deposit listed in 4.2 by the grace period granted by the Municipality of Klosters in full;
- b) The Contract was concluded with false or misleading data about the Client's person or the purpose and substance of an event;
- c) The event does not align with the description originally given by the Client and the Client uses the rooms for a purpose that deviates from the purpose specified in the Contract;
- d) Carrying out the event would pose a threat to the peace, order and safety of local residents, guests in the Davos Klosters region or individuals or groups of people;
- e) Carrying out the event would pose a threat to the regular operations, security or prestige of the AK, the DDO or the Municipality of Klosters;
- f) The Client has not provided the necessary approvals and authorisations to run the event planned by it in accordance with Sec. 4;
- g) The Client is in breach of the provisions in Sec. 13 Par. 1 (protection of intellectual property rights).

Damages incurred by DDO as a result of the withdrawal shall be compensated by the Client. DDO may retain and offset deposits already paid by the Client to cover its claims to damages.

7.3. Force majeure

Both parties may withdraw from the contract if a force majeure event or other extenuating circumstances take place that are beyond the control of both Parties and that hinder or prevent contract fulfilment. In the case of withdrawal subject to Sec. 7.3, DDO will charge 20% of the Contractually Stipulated Rental Price as a flat-fee for expenses. Deposits paid before withdrawal will be refunded without interest, subtracting the flat-fee and compensation for any services already provided by DDO to the Client up until this point in time.

8. ORGANISATION

8.1. Programming

All information required to carry out an event is to be given to DDO at least five weeks prior, and a more detailed programme at least 14 days before the event. Changes made by the Client at short notice that lead to significant additional expenses for organisation or administration by DDO will be billed to the Client additionally at the applicable rate.

8.2. Event name change

The event must take place using the event name listed in the Contract. Subsequent changes to the event name require prior written approval from DDO.

9. ROOMS

9.1. Use and change of rooms

DDO reserves the right to change the rooms as long as the rooms fulfil the Client's needs as agreed. Subletting of rooms or spaces by the Client requires prior written approval from DDO.

9.2. Room handover (beginning and end of rental period)

The rented rooms will be available to the Client from 7:30 am on the first day of the rental period until 7:30 pm on the final day. In the case of half-day rental periods, occupancy is four hours before 12:00 pm or after 1:00 pm.

Prior or extended use can only be arranged by DDO if the rooms are available. If the Client requests to use the rooms for a longer period than stipulated in the service contract, it must pay the extra costs that have been confirmed in writing.

9.3. Room handover

Handover of the rooms including rented inventory items takes place at the beginning of the rental period after inspection and review by both Parties.

The Client must return the rental object to DDO at the agreed time in a completely vacated condition in accordance with the contract.

Decorations, stage installations and similar may only be placed in the rooms if these are not affixed permanently and if they can be removed without damaging or defacing the space. Affixing any objects to the ceilings or walls requires prior approval from the responsible technical department at the AK.

Billboards, posters, banners etc. must only be affixed to the specified places for this purpose and only after prior approval from the responsible technical department at the AK. Placement on façades, on or directly near access paths to the AK and in passages within the AK is not permitted.

9.4. Technical services and cleaning

DDO will bill the use of building technical or cleaning personnel not included in the Contractually Stipulated Rental Price listed in 3.2 to the Client in accordance with the amount of time spent at the applicable rate.

DDO will bill consumable materials required before and during the event to the Client at the applicable rate. Material ordered by the Client (in advance or on-site) will be billed, even if the order is cancelled on-site or no longer required.

9.5. Maximum number of people

The Client must ensure that the number of people admitted to the event does not exceed the capacity of the respective room. The maximum number of people as stipulated by DDO, statutory provisions and regulations from authorities are binding. DDO accepts no liability for any infringements.

10. SECURITY

The Client must, at its own cost and sole responsibility, ensure the security of the rooms rented by it as well as the people, objects and valuables within them and the safe execution of the event in its entirety and at all times, and it must follow all applicable security regulations strictly. DDO reserves the right to mandate particular security and protection measures at any time and to request that the Client provide an appropriate security and protection concept.

11. FIRE AND HEALTH REGULATIONS

The Client must keep escape routes clear and warrants that all security regulations issued by fire or police authorities and other security guidelines will be followed strictly.

It is strictly forbidden to smoke in the rooms of the AK.

Fires, open flames and flammable or explosive materials are strictly forbidden in or around the rooms of the AK. Agreements on the setting off of fireworks are to be concluded at least three months before the beginning of the event and are subject to the condition that the Client can provide all necessary approvals and authorisations upon conclusion of such an agreement. The Client must obtain an application for pyrotechnics from Gebäudeversicherung Graubünden (Grisons building insurance).

First aid services are not mandatory for events lasting fewer than four hours or with fewer than 500 participants. First aid services are mandatory for events lasting longer than four hours or with more than 500 participants. The Client is responsible for first aid services.

12. LIABILITY

The Client is liable for contractual fulfilment. It is liable to the DDO for all damages to rented rooms, including to the facilities, furniture and technical equipment located therein, regardless of whether these were caused by the Client, its employees, aids, contractors, suppliers, event participants or other third parties.

Insuring objects and valuables brought in by the Client and/or its employees, aids, contractors, suppliers, event participants or other third parties is the sole responsibility of the Client. Surveillance of show stands etc. is the responsibility of the Client. In the absence of personnel, it is recommended that valuables be locked up.

DDO accepts no liability for damage, loss or theft of valuables or objects that were brought to the venue by the Client, its employees, aids, contractors, suppliers, event participants or other third parties or that were affixed to the area outside of the AK with approval from DDO (e.g. advertising flags, banners or similar). DDO accepts no liability for objects stored temporarily in the AK in agreement with DDO.

DDO accepts no liability for injuries or damages to persons, objects or property incurred by the Client, its employees, aids, contractors, suppliers, event participants or other third parties in connection with the use of or stay in the rented rooms unless these were caused by wilful intent or gross negligence on the part of DDO. Compensation for indirect damages, loss of profit and/or other consequential damages remains excluded even in this case.

The Client must conclude insurance against potential injuries or damages to persons, objects or property (including due to theft, break-in, water damage or similar events) in connection with the event taking place in the AK for the entire rental period, including assembly and dismantling and during the night hours. DDO can request that the Client provide proof of sufficient insurance at any time.

DDO accepts no liability for costs incurred if the event cannot take place due to elemental damages, pandemics or force majeure.

13. INTELLECTUAL PROPERTY RIGHTS

The use of images of the and DDO's logo and brand rights, copyrights, name rights and other proprietary rights in any form by the Client require prior written approval by DDO. If these are used without the appropriate approval, DDO may withdraw from the Contract. The Client is liable for damages incurred by DDO in such cases.

Protection of name rights, branding rights, copyrights and other proprietary third-party rights associated with the use of the rented rooms and the execution of events in the rented rooms is a matter for the Client alone.

14. OBLIGATIONS FOR SUPPLIERS AND EXTERNAL COMPANIES

If a Client hires external suppliers or companies to carry out an event, the Client must guarantee that such external suppliers or companies comply with valid provisions and that the suppliers act in accordance with DDO and AK standards. Suppliers must use delivery entrances, must not smoke in areas other than designated smoking areas and must not consume food and drinks in public areas.

15. DELIVERY, DISPATCH AND STORAGE

15.1. Goods delivery

All exhibition, decoration-related and other deliveries must be brought in through the AK delivery entrance. Deliveries and collections require written notification in advance and must be coordinated with the AK technical department using the following address:

Arena Klosters
Doggilochstrasse 51
7250 Klosters, Switzerland

15.2. DISPATCH OF GOODS

Shipments for events require written notification in advance, addressed to the AK technical department, at the latest before their arrival. DDO may refuse deliveries without a sender or addressed to an unknown recipient. Delivery of exhibit materials must be announced using the following address at least two days before the event:

Arena Klosters
Contact person from the technical department
Event name/client, event date
Doggilochstrasse 51
7250 Klosters, Switzerland

Letters and packages must be sent to the AK general address. DDO and persons present in the AK will not accept cash on delivery goods and will not fill out customs documentation. Shipping costs and customs fees for the arrival of packages are to be paid by the Client and will not be assumed by DDO. If the Client does not comply, delivery may be refused.

DDO assumes no liability for the loss or damage of unannounced deliveries and shipments. This also applies to removal.

If a fee was paid by DDO in advance for the acceptance or shipment in favour of the Client, the Client must pay this, plus a processing fee, to DDO immediately.

15.3. Storage and disposal

DDO will charge for goods stored in the AK by the Client in accordance with the valid tariff. If deliveries or shipments are not collected by the Client, these can be disposed of after the event took place without notification.

16. WASTE DISPOSAL

DDO will bill the Client fees for waste disposal at the applicable rate.

17. SIGNAGE

DDO will ensure that the event is listed within the AK. The Client may not affix its own signs or signposts without prior written permission from DDO.

18. FINAL PROVISIONS

18.1. Invalid clauses

If one or several of the provisions in the Contract or the T&C are or will be deemed null and void, invalid or unenforceable, the rest of the T&C and/or the Contract remain unaffected by this. In the case of nullity, invalidity or inability to enforce a provision, the provision is to be replaced with a new one that comes as close as possible to the original purpose of the voided, invalid or unenforceable provision. The same applies if a loophole becomes known.

18.2. Applicable law and place of jurisdiction

These T&C and Contract are subject exclusively to Swiss substantive law excluding provisions on conflict of law. The exclusive place of jurisdiction for disputes between the Parties or for disputes on the use of rooms in the AK associated with the Contract is Klosters, Switzerland.

Klosters, November 2022