

# GENERAL CONDITIONS

## 1. Lease

In order to be able to use the Convention Centre and 'il Ciani' areas, a lease is to be entered into between the Lessor and the Lessee. Entering into the lease implies acceptance of the general conditions, which are to be considered an integral part of the lease.

The booking shall be valid only upon the lease being signed in duplicate by both parties within 30 days of receipt (and at the latest, three days prior to the event).

## 2. Conditions of and purpose of rental

The Lessee shall give the Lessor details of the type of event and the purpose of the event in advance, as well as an approximate number of people attending. In the absence of such information, the Lessor reserves the right not to accept the booking.

## 3. Payment terms

On signing the lease, the Lessor may request a payment on account or part payment or payment in full in advance. At the end of the event the Lessor shall issue an invoice payable within 30 days. Payment by credit card is not possible.

The booking shall remain valid if the payment terms set out in the lease are complied with.

## 4. Cancellation terms

Where the Lessee decides to cancel the contract, cancellation must be done in writing. In such circumstances the Lessor reserves the right to invoice for part of the total costs as follows:

- up to four months prior to the event: out of pocket expenses
- up to two months prior to the event: 50%
- less than two months prior to the event: 80%

Where good reason can be shown, the Lessor shall allow the Lessee to postpone or bring forward the date of the event (subject to the relevant areas being available) without invoicing the above mentioned penalties.

## 5. Force majeure

Where unforeseeable circumstances arise and in circumstances of force majeure such as war, terrorism, strikes, earthquakes, epidemics, damage caused by nature and similar, both parties shall be released from their contractual obligations and any payments made in advance shall be repaid to the Lessee. There shall in any event be no liability on the part of the Lessor to compensate the Lessee for payments made in advance to third parties, lost earnings and harm to image.

## 6. Publicity, decorations and signage

The above may be put up only in the places designated or using the specific fittings designated. Placards or other items may not be affixed elsewhere within the building or outside. Decorations, placards and signs are not to be put up in the building or on furniture in such a way that may cause damage (e.g. using nails, screws, glue or clips, etc.). Any damage resulting from a failure to comply with these provisions shall be invoiced to the Lessee.

Leaflets or other promotional material shall not be put on the seats in, and/or distributed in, Room A. Breach of this provision shall lead to the extra time spent cleaning and removing waste being invoiced separately.

## 7. No smoking

Smoking is strictly prohibited throughout the building.

## 8. No animals

It is strictly forbidden to bring dogs or other animals into any part of the building.

## 9. Catering services

Where catering services are to be used, the Lessor can provide the Lessee with a list of companies that the Lessor is in partnership with. Other companies may only operate within the areas with the prior agreement of the Lessor. There are particular conditions to be agreed to governing the catering companies.

It should be noted that food and drink of any type must not be taken into or consumed in Room A.

## 10. Technical installations

Orders will only be accepted when put in writing. Where external companies are used, the Lessee shall accept liability for the work carried out by the same.

## 11. Shows / concerts

Special conditions shall apply where the areas are to be used for shows and concerts.

## 12. Public entertainment

Where public entertainment events are to be held, the Lessee shall provide the Lessor with details concerning times, any entrance fee payable, the sale of tickets in advance and any other useful information.

## 13. Trade exhibitions

Special conditions shall apply in the case of trade exhibitions. Such conditions are to be considered an integral part of this lease. The plan for the trade exhibition shall be submitted to the Lessor for approval prior to being sent to the individual exhibitors. During the assembly and dismantling phases, 1 or 2 safety officers shall be present, supplied by the Lessor at the Lessee's expense.

In the event of a motor show, in order to avoid marks from oil leaking onto the floor, plastic sheets are to be placed under the cars on show, both indoors and out.

## 14. Loading / unloading / parking

Cars up to a height of 1.9 m max are prohibited from parking in the square in front of the Convention Centre. Loading and unloading is to be carried out in the underground multi-storey car park, which has two lifts. For cumbersome items and/or where vehicles exceed the measurements indicated, the access ramp may be used for the time necessary for loading and unloading.

## 15. Cleaning / rubbish collection

Standard cleaning is included in the rent and is the responsibility of the Convention Centre. Extraordinary cleaning and the collection of rubbish left by the Lessee or by exhibitors will be invoiced for separately.

## 16. Use of Piazza Castello / Parco Ciani

Requests to use Piazza Castello or Parco Ciani (public land) are to be made in writing to Lugano Town Council at least two months prior to the event, setting out the reasons for the application.

## 17. Liability / insurance

The Lessee shall be liable for any damage caused to the building, to the furnishings or to items provided. The Lessor undertakes to notify the Lessee of any damage caused. A record will be made of the damage and repairs will be carried out by specialists appointed by the Lessor at the Lessee's cost.

The Lessor shall to no extent be liable for items left within the building. The Lessee shall be responsible for adequately supervising its own property on a professional level, of items belonging to third parties and items provided by the Lessor.

The Lessee undertakes to take out suitable insurance policies providing cover against theft, fire and damage to items brought into the areas of which use has been granted.

## 18. Third party service providers

Where the Lessor obtains technical equipment or other services relating to the event from third parties on behalf of the Lessee, the Lessor shall act in the name of and to the cost of the Lessee. The Lessee shall be liable for any damage resulting from the use of the same and releases the Lessor from any obligation to the third parties.

## 19. Special licences

Requests for special licences are to be made directly by the Lessee to the relevant authorities and at the Lessee's expense; the Lessor can provide the Lessee with advice and assistance.

## 20. Patronage (logos)

It's not permitted to use the official City of Lugano and the Convention Centre logos without the authorization of the City of Lugano related to specific guidelines.

## 21. Additions / amendments to the lease

Both parties may agree additions or amendments to the lease and to the general conditions. Such additions or amendments shall be in writing and signed by both parties.

## 22. Acceptance of the general conditions

By signing this lease the Lessee states that he has received, read and accepts the general conditions and any additional agreements referred to in the lease.

## 23. Competent court

In the event of a dispute concerning the conclusion, performance or the interpretation of this lease, the competent civil court shall be the Court of Lugano. Only Swiss law shall apply.