

STADTCASINO BASEL

GENERAL TERMS AND CONDITIONS

Valid from 01 July 2023

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are an integral part of the rental contract.

Casino-Gesellschaft Basel is the owner and operator of the Stadtcasino Basel. Rental requests may be addressed to the board, which is authorised to conclude contracts. The Stadtcasino Basel reserves the right to decline applications without giving reasons. The rental price and the fee for additional services are calculated according to the current tariff. Special equipment, not mentioned under point II or in the tariff, will be charged according to effective expenses and/or on an hourly basis. Unless stated otherwise in writing, the following conditions apply.

1 INCLUDED IN THE RENTAL FEE

1. Numbered or unnumbered concert or consumption seating
2. General lighting (incl. lights from ceiling orchestra shell) and heating, air conditioning
3. Door stewards and ushers
4. Staffed, free cloakroom
5. Soloist room and conductor's room
6. Cleaning (the localities must be handed over well swept)
7. WiFi
8. Entry in online event diary: stadtcasino-basel.ch

2 NOT INCLUDED (TO BE CHARGED EXTRA)

1. Use of the hall for rehearsals on days prior to event
2. Special seating arrangements
3. Extension of the contracted rental period (before 7.00 and after 24.00)
4. Grand piano, organ, piano
5. Sound system and microphones
6. Spotlights
7. Technician
8. Stage extensions or reductions, special stage constructions and dismantling, podiums, stage elements
9. Choir podium assembly
10. Suspension points (Music Hall)
11. Director's seating (front of house)
12. Additional cleaning if the used facilities are left especially messy or dirty
13. Additional seating
14. Waste disposal

3 GENERAL

1. **Contract:** the contract should be sent back to Stadtcasino Basel within 15 days. A countersigned copy will be returned. If the contract is not signed and returned to Stadtcasino Basel within 25 days after the issue date of the contract, the board of the Stadtcasino Basel reserves the right, without prior notification, to cancel the contract.
2. **Special equipment and requests:** are to be arranged upon contract signing and require the written agreement of the Stadtcasino Basel.
3. For a **second use (performance) of the same facility on the same day** only 50% of the daily price will be charged.
4. The Stadtcasino Basel organises the **cloakroom staff** and **door stewards**.
5. **Exclusiveness:** the Stadtcasino Basel is allowed to host an event of the same or a similar kind on the same day in a different room without prior notice of the hirer.
6. **Police authorisation:** are the responsibility of the hirer and to be requested on time.
7. **Door opening:** the Stadtcasino Basel will be open 1 hour prior to the event. The halls will be open 30 minutes before the event, unless otherwise agreed.
8. **Visitors entrance:** via Konzertgasse/Barfüsserplatz as well as via Fasnachtsgasse.
9. **Box office:** is available free of charge 1.5 hour prior to the start of the event (excl. staff).

10. **Delivery of requisites and stage equipment:** if there are no other agreements, delivery must take place during official opening hours, via artist's entrance, Steinenberg 14.
11. **Set-up and dismantling:** must take place within the contracted time. If not, additional charges will apply.
12. **Security/medical services:**
- Adequate and sufficient security and medical services are the sole responsibility of the hirer.
 - The respective agreements must be submitted by the hirer for approval by the Stadtcasino Basel.
 - The hirer is particularly responsible for the compliance with the fire police regulations (pos. 13), the smoking policy (pos. 15), the ban of beverages inside the halls (pos. 15 + 17), the guidelines for wheelchairs (pos. 14) as well as keeping emergency exits and fire extinguishers accessible at all times. If needed and on the account of the hirer the Stadtcasino Basel arranges security control.
13. **Fire police regulations:**
- The plans of the usable areas show which zones in the foyers are designated for CD sales, information stand, reception tables, etc. Under no circumstances may furniture (e.g. tables, displays, poster stands) be placed in any other areas. The plans are available on request from the office of Stadtcasino Basel.
 - In the halls and the foyers no additional fire load or flammable objects may be placed.
 - The maximum seating capacities of the individual halls are set out in the tariff section under 1.1. They comply with the fire safety regulations and are binding.
 - In case of contravention, the hirer is liable for all consequences.
14. **Wheelchair places:** For the purpose of compliance with fire regulations, the following rules apply:
- Only the following places are earmarked for wheelchair users in the Music Hall:
Parquet: row 3, seats 1, 3 and 5; row 7, seats 1 and 5; row 15, seats 1 and 5; row 19, seats 1 and 5. Balcony: row 5, seat 35.
 - The following places in the Hans Huber Hall are reserved for wheelchair users:
Parquet: row 1, seats 2, 3, 20 and 21; row 8, seats 4, 5, 18 and 19; row 15, seats 4, 5, 18 and 19.
 - The hirer is responsible for ensuring that the designated places are only given to wheelchair users. If the places are not required for wheelchair users, they will be replaced with individual chairs.
 - The hirer shall be liable in full in the event of infringements
15. **Food and beverages in the halls:** except during events with consumption, it is forbidden to take food and beverages into the halls (see pos. 21). In the event of failure to comply with this rule, any cleaning costs will be charged.
16. **"Event location" address for posters and advert printing:** Stadtcasino Basel, Konzertgasse 1, 4051 Basel.
17. **Smoking and fire ban:**
Smoking is strictly prohibited on all premises of Stadtcasino Basel.
Fire and pyrotechnics may only be used after prior consultation with the local stage manager and in compliance with all fire and noise regulations. The hirer shall be fully liable for any consequences.
The hirer shall be fully liable for consequences of the use of smoke machines, hazard and dry ice.
18. **Access for the controlling bodies** of the lessor to the rented premises must be granted at all times.
19. **Terms of payment:** the total amount is to be paid 30 days after invoicing, if nothing else has been agreed in writing.
The rent is independent of the financial success of the event and will be charged entirely.
If the organiser does not express a written objection to the invoice within 5 days after receiving it, it is to be considered as accepted.
If there is a pre-payment arranged, the contract is not valid until the respective amount has been transferred to the Stadtcasino Basel.
Should the payment not be done on time, the Stadtcasino Basel may cancel or decline following events with this organiser.
20. **Cancellation:** non-implementation of the event. If a completed rental agreement will be cancelled or postponed due to a decision of the tenant, then the following cancellation policy occurs.
- From contract signature until 90 days before the event 50 % of the agreed rental amount
 - 90 days to 10 days before the event date 75 % of the agreed rental amount
 - Later than 10 days before the event date 100 % of agreed rental amount
- If an event cannot be held due to force majeure (in particular due to general official orders concerning public health or public safety) or due to unforeseeable violence by third parties, no cancellation costs will be charged. If the staging of an event is impossible due to force majeure or unforeseeable If, on the other hand, the realization of an event is basically possible due to force majeure or unforeseeable acts of

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third parties, but only to a reduced extent, the normal cancellation conditions according to the first paragraph of this section shall apply. If an event is cancelled after tickets have already been sold, the organiser shall be obliged to be present at Stadtcasino Basel on the originally planned date at least one hour prior to the start of the event.

21. **All food and beverages** consumed within the premises of the Stadtcasino Basel are to be purchased from the official caterer (Wassermann & Co.). The respective arrangements should be made directly with them. Exception: food for artists in the backstage area. The organiser will generally be billed for the total amount of all consumed food and beverages. Events with direct collection are possible, however, the organiser will be charged with the resulting extra costs.
22. **Events with consumption:** the hirer may resign from the contract within 4 weeks in case an agreement with Wassermann & Co., over the consumption conditions could not be found.
23. **Decoration:** the walls must not be damaged with nails or glue. For any damage the organiser is entirely liable.
24. **Damages** of any kind are to be announced by the hirer immediately upon notice. They will be repaired through the Stadtcasino Basel at the expense of the hirer.
25. **Insurance:** the Stadtcasino Basel is not liable for any kind of object placed temporarily in the Stadtcasino Basel. Insurance for instruments, paintings, exhibits, etc., is responsibility of the organiser.
26. **Public liability:** all risks, for which the Stadtcasino Basel is not responsible by law, are in the responsibility of the hirer.
27. The organiser is obliged to strictly comply with the provisions in the **“Ordinance to the Federal Act on Protection against the Risks associated with Non-Ionising Radiation and with Sound”** of the Swiss Federal Council dated 27 February 2019 and its amendment dated 01 January 2022.
28. With the remark “Event with break” in the contract, Wassermann & Co. provides **a buffet with drinks before the concert and during the break**. Should the event nevertheless be held without a break, the organiser is obliged to pay the costs of the personnel for the failed assignment. The total amount of CHF 150.00 must be paid with the final invoice and is transferred to Wassermann & Co. by the Stadtcasino Basel.
29. The tenant is obliged to use a sound system for any kind of spoken contribution. If this has not been communicated in advance, the lessor reserves the right to use the sound system on the day of the event - without consulting the tenant - and to charge for it accordingly.

Basel, July 2023