

Swiss Institute for Translational  
and Entrepreneurial Medicine

siteminsel

# General Terms and Conditions

Rental Space, sitem-insel AG

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These General Terms and Conditions ("T&C") regulate the basic principles of the cooperation between the event organizer ("Customer") and sitem-insel AG with regard to the successful realization of an event.

## 1. Validity

- a) The conditions of these T&Cs in the version valid at the time of conclusion of the contract shall apply exclusively to the services offered by sitem-insel AG for the rental of rooms for holding meetings, conferences and other events - hereinafter referred to as events - as well as to other related services.
- b) These T&C do not apply to agreements and services with the Flavour Kitchen Restaurant.
- c) The T&C are accepted by the customer with the booking. The customer's terms and conditions of purchase and business do not apply, even if sitem-insel AG does not expressly object to them.

## 2. Booking Conditions

- a) The booking placed online, by telephone, in writing or in person by the customer is legally binding. sitem-insel AG is free to either accept or reject bookings without stating any reasons. The agreement takes effect upon delivery of the reservation confirmation by sitem-insel AG. In the case of offers issued by sitem-insel AG on the basis of inquiries received online, by telephone, by e-mail or in writing, the customer shall make his booking within the period of validity stated in the offer, whereupon the contract shall come into effect upon confirmation of the booking by sitem-insel AG.
- b) Bookings are tied to the customer. Any transfer of the facilities booked by the customer to third parties (e.g. subletting) shall only be permissible with the prior written consent of sitem-insel AG. In the event of subletting, the customer shall remain liable to sitem-insel AG for all claims for damages, irrespective of whether the customer itself or the third party caused them.
- c) The rental price of spaces includes the use of sanitary facilities, the furniture in the rented spaces, the permanently installed technical infrastructure, power supply and the usual cleaning of the rented spaces. Other services such as personnel and special equipment will be stated separately in the confirmation.

- d) The period between the opening and closing of the used spaces is regarded as the chargeable event duration. Set-up and deconstruction times are part of the billable rental period.
- e) The Customer is responsible for the scheduled execution of the event as agreed with siteminsel AG. In particular, the customer is obliged to comply with the applicable [house rules](#) of siteminsel AG and the official regulations.
- f) After giving an advance notice, siteminsel AG is entitled to carry out repairs, adjustments and renovations on the premises without hindrance and may enter the rented premises for this purpose. The customer shall tolerate at all times any work necessary for the maintenance of the property that cannot be postponed. If he refuses the craftsmen access to the premises, he may be held liable for any additional costs and consequential damage.
- g) Smoking is prohibited in the entire building of siteminsel AG. The smoking ban also applies to the night entrance / bicycle parking area of the building.
- h) Services provided by third parties commissioned by the Customer in connection with the booking are only facilitated by siteminsel AG. The terms and conditions of the third parties apply. Costs relating to this will be charged with the booking invoice. siteminsel AG is not liable for the performance of the service providers.
- i) siteminsel AG reserves the right to change bookings. The customer must be informed at least 5 working days before the booked date and must be offered alternative facilities or services of equal value instead of the originally booked facilities and/or services. If the customer rejects the alternative facilities and/or services, the booking is considered canceled, and no cancellation fees will be charged. The customer is not entitled any compensation for damages.
- j) The customer agrees to preserve the image of siteminsel AG. The customer must be clearly recognizable to the public as the event organizer. For the following event-related activities, explicit prior approval must be obtained from siteminsel AG:
- Use of the siteminsel AG logo
  - Placement of lettering, promotions and flags inside and outside the siteminsel AG premises
  - Filming and Photography inside the building (see photography guidelines [here](#))
- k) The organizer, its representatives and employees are required to act within the building in accordance with the instructions and current regulations of siteminsel AG. Existing

protection concepts and [regulations](#) for the safety of attendees at the event and people in the building must be complied with.

- l) With its on-site restaurant Flavour Kitchen, sitem-insel AG offers a high-quality catering service. It is the sole catering service provider at sitem-insel. Third-party catering and the serving of food and beverages is only permitted with the prior agreement and express approval of sitem-insel AG.

### 3. Cancellations and Changes of Reservations

- a) Cancellation by the customer must be made online via the booking platform. In case of cancellation up to 90 days before the start of the event, only a handling fee of 150.- will be charged. If the cancellation is made less than 90 days before the start of the event, the customer owes cancellation fees as follows:
  - 29 days or later prior to the event: 100% of all costs
- b) The total compensation consists of the room rental and the services in accordance with the booking confirmation.
- c) If a customer has commissioned sitem-insel AG to arrange additional external services on their behalf, these services shall be invoiced directly to the customer by the commissioned third parties in accordance with their cancellation policy.
- d) In addition, any expenses and costs not covered by the cancellation fees incurred by sitem-insel AG shall be reimbursed by the customer.
- e) sitem-insel AG is, among other «important reasons», entitled to terminate the contract without obligation to pay damages at any time for important reasons with immediate effect, in particular
  - if any advance payment requested is not made in due time;
  - as a result of force majeure, neither the booked premises nor substitute premises can be made available;
  - if the customer or the participants violate the usage regulations during an event;
  - if a disruption or endangerment of security and order will most likely happen as a result of the intended event;

## 4. Responsibilities and Liability of sitem-insel AG

- a) sitem-insel AG guarantees the careful execution of the agreed services. sitem-insel AG is only liable for damage caused by sitem-insel AG intentionally or through gross negligence. Any further liability is explicitly excluded to the extent permitted by law.
- b) sitem-insel AG is liable only within the scope of ordinary care for the functioning of the technical infrastructure and equipment provided. The liability of sitem-insel AG is excluded for damages incurred by the customer due to incorrect use.
- c) sitem-insel AG operates a firewall at the site to prevent externally initiated connections. The firewall operates at the port/protocol level and does not include content filters. In any case, the customer must treat the Internet access as a public network. sitem-insel AG accepts no liability whatsoever for unauthorized IT access to the customer's infrastructure.
- d) Furthermore, sitem-insel AG accepts no responsibility or duty of care for items brought in (such as laptops, beamers, personal items, documents, etc.) by the Customer and the participants in its event and excludes any liability for such items, in particular in the event of theft or damage.

## 5. Responsibilities and Liability of the Customer

- a) The customer assures to be aware of the legal and regulatory requirements applicable to their event and to comply with them at all times and, if necessary, to obtain the permits required for their event in a timely manner at their own expense. In particular, the customer undertakes to comply with the legal provisions on unfair competition, banking and financial transactions as well as lotteries and gambling. The customer shall be obligated to reimburse sitem-insel AG for any claims by third parties as a result of unlawful use of the premises or the technical equipment, in particular also the communication technology (Internet access, WLAN, etc.), including any legal costs.
- b) The customer shall also be liable for any damage of the premises and the mobile and stationary infrastructure of sitem-insel AG, irrespective of whether this is caused by the customer, its employees, auxiliary persons or the participants in its event (e.g. by exceeding the agreed maximum number of participants, theft of materials and furniture belonging to sitem-insel AG). The same applies to excessive soiling of the premises. sitem-insel AG may invoice the customer for the costs of repairs, replacements and cleaning.
- c) The customer is responsible for insuring his property that he brings to sitem-insel AG and his liability risk towards his employees and third parties.
- d) If the premises cannot be used temporarily for reasons for which the customer is responsible, the customer is liable to sitem-insel AG for the lost sales and for further consequential damages.

## 7. Compensation and Terms of Payment

- a) The remuneration for the services of sitem-insel AG booked by the customer results from the booking confirmation.
- b) Invoices issued by sitem-insel AG are payable within 30 days of the invoice date without any additional deduction (discount). sitem-insel AG is entitled, at its judgement, to demand an advance payment of up to 100% of the total remuneration to be expected without stating reasons.
- c) If no payment or only an incomplete payment is made within the payment period, or expiry date, the customer is automatically in arrears and shall owe the statutory interest on arrears as well as reminder charges to cover costs and, if applicable, debt collection costs, including court and lawyer's fees. sitem-insel AG reserves the right to assign outstanding invoice amounts, including accrued interest on arrears, expenses and costs, to a company entrusted with debt collection. In this case, an annual interest rate of up to 5 percent from the due date can be charged on the outstanding amounts. The company entrusted with the debt collection will claim the outstanding amounts in its own name and for its own account and may charge additional processing fees.

## 8. Privacy Policy

- a) sitem-insel AG complies with the statutory provisions when collecting and otherwise processing personal data. sitem-insel AG processes and stores personal data for the purpose of handling bookings and the contractual relationship as well as for its own marketing purposes. The personal data is only passed on to third parties if they are service providers in connection with the processing of the contract, including billing and collection, or if the customer has given his prior consent. The data thus passed on may only be used by commissioned third parties to fulfill their task. Any other use of the information is not permitted and will not be made by any of the third parties commissioned by us.
- b) Personal data will be deleted unless this conflicts with legal obligations to retain data, if a justified claim for deletion is asserted, if the data is no longer required to fulfill the purpose for which it was stored, or if its storage is inadmissible for other legal reasons.
- c) In addition to processing the data for the purpose of handling bookings and the contractual relationship, sitem-insel AG also uses the personal data to communicate with customers about their orders and to recommend events or services that might interest them. Customers may object to the use of personal data for advertising purposes at any time, either as a whole or for individual measures, without incurring any transmission costs other than their own. A notification in text form to the contact address of sitem-insel AG (e.g. e-mail, fax, letter) shall be sufficient for this purpose.

## 9. Partial Invalidity

If individual provisions of the contract or these General Terms and Conditions should be invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision that comes closest to the meaning and purpose of the invalid provision in a legally effective manner. The same shall apply to any loopholes.

## 10. Applicable law and place of jurisdiction

Swiss law is applicable to the contractual relation. The sole place of jurisdiction is the city of Bern.