

Contractual provisions governing boat charter from the Lake Zurich Navigation Company (ZSG) for party events

1. Vessel deployment

Whenever possible the Lake Zurich Navigation Company (ZSG) deploys the particular boat which has been ordered. The company reserves the right however – in exceptional cases – to deploy an alternative vessel which, whenever possible, should be no smaller than the boat ordered.

2. Preparation

The cruise vessel is usually ready at the landing stage 10 to 15 minutes before the confirmed departure time. However, scheduled regular passenger services have priority at the landing stage. The time required for preparation and decoration of the chartered vessel at the dockyard is included in the cruise price. At the dock area only one car parking place is available per cruise event.

3. Lake Zurich Gastronomy

Lake Zurich Gastronomy is the catering partner of the Lake Zurich Navigation Company (ZSG) and its entire fleet. A ZSG charter cruise without catering by Lake Zurich Gastronomy is therefore not possible.

4. On-board safety and SBB (Swiss Federal Railways) Security Service

Every event on Lake Zurich is subject to the regulations governing shipping on Swiss waters. The captain is responsible for the maintenance of on-board order and security. All passengers and personnel are required to observe strictly any instructions issued by the skipper/captain.

During the event, the ZSG will measure sound levels at regular intervals (max 93 dB). In addition, the cruise will follow a mid-lake route. These measures are intended to protect lakeside residents from noise disturbance. It is mandatory to bring a limiter with you.

When close to the lakeside, music sound levels must be lowered considerably. If this instruction is not observed, the captain is authorized to terminate the cruise at the next landing stage and also to contact the local police.

Depending on the type of boat, only the legally permitted number of passengers is allowed on the upper deck at any one time. A security person equipped with a counting device must therefore be positioned on the stairway.

To ensure general security and compliance with sound levels, the ZSG will also engage the Security Service (the cost of which will be payable by the event organizer).

5. Handing over of boat

The handing over and return of the boat will take place immediately before and immediately after the cruise. In the event of any damage to furnishings and equipment, the event organizer will be invoiced accordingly. Should excessive dirtying require extra cleaning, the organizer will also be invoiced accordingly.

6. Conditions of payment

The full price for the cruise is payable at the latest one month before the cruise. If not paid by this deadline, the ZSG reserves the right to cancel the reservation.

7. Drug and alcohol abuse

Any unruly behaviour or alcohol abuse endangering the safety of cruise participants is not permitted. ZSG fleet personnel are therefore authorized to refuse any such offending passenger(s) admission to the boat or to order them off the vessel at the next landing stage. The event organizer is responsible for ensuring that there is no on-board illegal use of drugs or abuse of alcohol. Any disregard of these provisions may result in police intervention.

8. Weather

In the event of bad weather conditions (storm, fog, etc.) it may not be possible to adhere to the confirmed cruise timetable. Should it be necessary to change the route or timetable, the ZSG cannot be held responsible for any resulting damages. Charter cruise ship exteriors will be decorated only during daytime hours, weather conditions permitting.

9. Cancellations

In the event that a charter cruise – which has already been confirmed in writing – is cancelled prior to 3 months before the travel date, a processing fee of CHF 400 will be charged. For later cancellations, the following processing fees apply:

- a) cancellations between 3 months and 1 month before travel date: 30% of the all-inclusive cruise price
- b) cancellations between 31 days and 14 days before travel date: 70% of the all-inclusive cruise price
- c) cancellations between 14 and 0 days before travel date: 100% of the all-inclusive cruise price.

10. Amendment to boat reservation

Insofar as logistics allow, amendments to boat reservations will be carried out free of charge if requested up to no later than four weeks prior to the travel date. For amendments requested within four weeks of the travel date, a minimum processing fee of CHF 250 will be charged (depending on complexity).

11. Definitive reservation

A definitive reservation can be made in writing, by telephone, electronically or in person. A contract between the charterer and the Lake Zurich Navigation Company (ZSG) enters into force upon receipt of our order confirmation by the charterer. Withdrawal is possible only within three days of conclusion of the contract. These provisions form an integral part of this contract.

13. Data protection

The customer agrees that ZSG is permitted to use the personal data provided by the customer. The data protection policy forms the basis for the corresponding use of personal data and is an integral part of these GTCs.

14. Video recordings of ships and shipyard

The handling of recordings on the ships serves to ensure the safety of passengers and crew, and at the shipyard as a preventive measure to protect the shipyard area against vandalism and damage to property (The monitoring and further use of recorded data is based on the following legal bases: 235.1 Federal Act on Data Protection, 745.1 Federal Act on Passenger Transportation Art.55, 312.0 Swiss Code of Criminal Procedure, 742.101 EBG Safety Precautions, 822.113 Ordinance 3 to the Working Hours Act, 742.147.2 Ordinance on Video Surveillance in Public Transport, 170.4 Law on Information and Data Protection of the Canton of Zurich).

All boats have no access to WLAN.

15. Applicable law / place of jurisdiction.

These "Contractual provisions governing boat charter from the Lake Zurich Navigation Company (ZSG) for party events" **are subject to Swiss legislation. The sole place of jurisdiction is Zurich.**

Lake Zurich Navigation Company

The event organizer hereby confirms his/her agreement with and commitment to these contractual provisions as detailed above.

Date: _____ Stamp/Signature: _____

Only the German-language version of these contractual provisions is legally binding.