

Contractual provisions governing the charter of boats from the Lake Zurich Navigation Company (ZSG)

1. Vessel deployment

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

2. Preparation

The cruise vessel will usually be 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 estimated at one hour and is included in the cruise price. At the dock area only one car parking place is available per cruise event.

3. Offers

Offers made by the ZSG are limited in time (as detailed in writing). The first 3 offers are free of charge. Every additional offer will be invoiced at CHF 250. In the event of a definite reservation, this amount will then be deducted from the invoice.

4. Route

In general the boat crew keeps to the agreed cruise route. Any pre-agreed special arrangement(s) will be detailed in the order confirmation. In exceptional cases, certain requests can be made to the captain at short notice and carried out at his discretion and depending on safety considerations.

5. Conditions of payment

The conditions of payment are detailed in the order confirmation. Unless otherwise agreed, the full amount (100%) of the agreed cruise price is to be paid up to 1 month before commencement of the cruise.

6. 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.

7. Sound level and laser regulations

On all the open decks of ZSG vessels, musical entertainment and presentations are not permitted after 22.00 hrs. This regulation is in accordance with Zurich city legislation aimed at protecting audiences from exposure to harmful sound levels. The use of outdoor loudspeakers is therefore authorized only up until this time. After 22.00 hrs. music and dancing must be restricted to within closed rooms and premises in which all windows and doors are closed. Full compliance with these regulations is the responsibility of the charterer of the boat (the event organizer). Please note that for all dance events (whether or not continuing beyond 22.00 hrs.) prior authorization is required from the ZSG. This is necessary to ensure that vibrations and oscillations do not adversely affect the safety of the boat or result in deformation of any vessel components. DJs are required to ensure that the hourly maximum sound level of 93dB(A)Leq60 is at no time exceeded. When arriving at and departing from landing stages, music must either be stopped or the sound level reduced. The event organizer is responsible for ensuring that at the end of the cruise passengers leave the vessel in a peaceful and orderly way. Under certain circumstances, consideration may be given to the employment of security personnel to ensure an orderly disembarkation procedure. Clearing up work at the dockyard must be carried out as quickly and quietly as possible.

8. Drug and alcohol abuse

Any unruly behaviour 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 alcohol. Any disregard of these provisions may result in police intervention.

9. 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 cruise timetable or route, the ZSG cannot be held responsible for any resulting damages. Charter vessel exteriors will be decorated only during daytime hours, weather conditions permitting.

10. Cancellations and amendments

In the event that a charter cruise which has been confirmed in writing is cancelled by the charterer 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 but a minimum of CHF 500
- b) cancellations between 31 days and 14 days before travel date: 70% of the all-inclusive cruise price but a minimum of CHF 1000
- c) cancellations between 14 and 0 days before travel date: 100% of the all-inclusive cruise price.

Calculation of the cancellation period relates to the date on which the written notification, either by E-mail or letter, reaches the ZSG.

11. 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 4 weeks prior to the travel date. For reservation amendments requested within 4 weeks of the travel date, a minimum processing fee of CHF 250 will be charged (depending on complexity).

12. Change of programme or cancellation by ZSG

In the event of force majeure (storms, accidents, fire, etc.), other potential threats to safety or official measures, the ZSG is entitled to cancel or interrupt the cruise, change the route or organize replacement transport. In such a case, the charterer will be informed as quickly as possible. The use of an alternative boat, delays and any necessary change of route shall not be considered as defects or deficiencies. In any such circumstances, claims for compensation or damages are therefore excluded.

13. Due diligence

No changes to any boat equipment or installations may be made (unless expressly authorised in writing by the ZSG). In the event that extensive clearing and cleaning up of the vessel is required, a handover protocol will be drawn up. The ZSG reserves the right to invoice additionally for any soiling of or damages caused to the vessel during the cruise.

14. Definite reservation

A definite 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 the contract by the charterer. Withdrawal is possible only within 3 days of conclusion of the contract. These contractual provisions will form an integral part of the contract.

15. 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.

16. 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.

17. Applicable law / place of jurisdiction.

These "Contractual provisions governing the charter of boats operated by the Lake Zurich Navigation Company (ZSG)" are subject to Swiss legislation. The sole place of jurisdiction is Zurich.

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

Supplementary regulations for the use of decorations on board

1.1 Fastening / hanging of material

No holes may be drilled for fastening shelves, advertising materials, etc. (nails, screws, etc.). (nails, screws, etc.) Existing screws / hooks may be used (observe weight). Only adhesive material that leaves no residue or paint damage may be used. The edges of adhesive strips must be completely removed. In general, nothing may be glued to the outside of the ship (bulwark and superstructure). However, fastenings with cable ties or ropes are possible.

1.2 Lighting

Lamps and light bulbs may not be removed or painted.

1.3 Candles

Candles are not permitted. LED lanterns in glass jars are permitted and can be ordered from Zürichsee Gastronomie.

1.4 Floor area / accessibility of floor hatches

The floors must be treated with care as they are sensitive to scratches. All exhibition and auxiliary material, such as crates, shelves, tools, machines, etc. must not be dragged across the floor. Objects must be moved or carried on rubber-wheeled trolleys. Floor hatches in the rooms and on the decks as well as doors to the service rooms must be accessible at all times.

1.5 Fire extinguishers

The fire extinguishers must remain clearly visible and accessible.

1.6 Helium bottles

Helium bottles for inflating balloons may only be used on the open decks. The cylinder must comply with the latest safety regulations and be securely fastened to the ship. The hirer is responsible for disposing of the bottle.