

# General conditions for rental of the ZSG dockyard hall

#### 1. General

**1a)** The western part of the ZSG dockyard comprises a surface area of approximately 8 x 18 metres and is reserved for ZSG furniture. This surface area is not part of the rental premises.

When the outside temperature is cool, the hall can be tempered by means of blower heating. However, a specific room temperature cannot be guaranteed.

# 1b) Darkening of the room

If a darkening of the hall (upper window) is required, installation must be carried out by means of a Skyworker.

The lower windows may be covered, but only from the inside. Covering must be carried out in such a way that any residues can be removed without leaving damage, marks or other traces. It is not permitted to use staples.

**1c)** Rental of the hall commences as soon as material for the event is taken into the premises. It ends when the hall (including key) is handed back fully cleared and properly cleaned. If the client wishes to hire the premises for longer than the already agreed duration, the additional time will be subsequently invoiced accordingly. Up to or from 12.00 hrs, half-day rental will be invoiced.

In the event of large deliveries of material, the organizer is required to delegate a person responsible for supervising and assisting with the delivery procedure.

Access roads and the dockyard area between the hall and the lake are to be kept free at all times for the occupiers of neighbouring properties. The parking of private vehicles, trucks, trailers etc. is therefore not permitted. Non-compliance with these instructions will result in vehicles being removed at cost to the event organizer. All vehicles must be parked at public parking areas.

**1d)** Connections and outlets for electricity, gas, water and other technical areas (outflows, drainage, toilets, etc.) must be checked by the ZSG before the event.

#### 2 Structural

- **2a)** The aluminium pit covers in the hall are not suitable for vehicles.
- **2b)** The boat lifting platform and access to it as well as to boats which are docked there are to be kept free at all times. The platform is not part of the hired premises and must not be used.
- 2c) Access to the hydraulics and control box (which is coloured yellow) must be kept free at all times.
- **2d)** The erecting of tents or similar objects is permitted only if the necessary infrastructure is already available.

#### 3 Personnel

- 3a) The ZSG is not able to provide any manpower.
- **3b)** For public or semi-public events (with or without entrance fee), the organizer must ensure that adequate supervisory personnel are available for example, own personnel or from the Securitas or Wache companies.



**3c)** The organizer is responsible for ensuring that before, during and after the event, all emergency exits and – based on the seating plan – escape routes are kept free at all times.

## 4 Security concept

**4a)** At the latest 8 weeks before the event, the organizer is required to submit to the ZSG for approval a coherent, coordinated and comprehensive security concept (risk potential, crowd control, safety in and around the hall, transport arrangements, etc.).

The ZSG reserves the right to use the "Büro für Ereignisse" and its security for party events as a representative of ZSG. The costs for this shall be borne by the organizer.

Emergency lighting must remain activated throughout the entire event.

#### 5 Infrastructure

- **5a)** Toilets are located on the south side of the hall. Toilet disposables (toilet paper, paper towels, soap, etc.) must be provided by the event organizer at his or her own expense.
- 5b) In the event of large quantities of waste, the organizer must provide or arrange for a waste skip.
- **5c)** Party benches, tables, stages, buffet facilities and utensils, etc., are not included, but can be rented from our catering partner, Lake Zurich Gastronomy.
- **5d)** The premises include general hall lighting. Lighting costs are included in the hall rental price. Additional power consumption will be measured separately and invoiced accordingly.

# 6 Restaurant / Catering service

- **6a)** If a catering or drinks service is requested, the client will be required to provide adequate floor-covering to prevent stain damage.
- **6b)** Kitchen waste water, oil and fat should not under any circumstances be disposed of through the canalisation system. Such waste must be collected, transported and disposed of correctly. Non-compliance with these instructions will result in the cost of any subsequent canal cleaning work being invoiced to the organizer.
- 6c) If catering is required we recommend our partner, Lake Zurich Gastronomy.

# 7 Access to hall / transportation of material

**7a)** Before and after the event, material can be transported into and out of the premises through the southern entrance.

Delivery address: Werfthalle ZSG, Mythenquai 333, 8038 Zürich.

Invoice address for deliveries: [Event organizer], c/o Werfthalle ZSG, Mythenquai 333, 8038 Zürich.

# Event visitors may use only the southern access and hall entrance.

**7b)** The event organizer undertakes to admit to the event only the maximum number of persons permitted in accordance with safety regulations (also taking into account any seating plan). The event organizer is required to ensure – at his or her own cost – that during the event the access road to the lake is closed to all traffic. The organizer must also ensure the presence of adequate supervisory



personnel. The remainder of the dock areal will also be closed to traffic. The organizer must further ensure that all such measures are respected at all times. Non-compliance with these measures may result in the ZSG and/or any impacted persons in neighbouring property calling for police intervention.

The main dock entrance (Mythenquai) will close at 17.00 hrs daily.

7c) Access to dockyard hall by public transport

- S-Bahn railway (S8, S24) to Wollishofen station
- Tram Nr. 7 to Wollishofen station
- Bus Nr. 161 (Kilchberg) / 165 (Rüschlikon) from Bürkliplatz to Wollishofen station

## 8 Cleaning

**8a)** Immediately after the event, the dockyard hall and entire surroundings (hall access, neighbouring areal, etc.) must be cleared of any waste such as cans, paper, cigarette ends, etc. and at the agreed time handed back to the ZSG (including key). The event organizer is also responsible for the disposal of any waste.

**8b)** Routine final cleaning of the toilet facilities will be undertaken by the ZSG and is included in the rental price. In the event of extensive, special or supplementary cleaning, the event organizer will be additionally invoiced accordingly.

During the event, cleaning of the toilet facilities is the responsibly of the event organizer.

## 9 Parking

**9a)** At the dockyard, no parking facilities are available for trucks or any other vehicles. However, public parking facilities are available in the surrounding area. For major events, the park-and-ride system is strongly recommended.

#### 10 Liability / Insurance

**10a)** The hall renter will be held liable for any damages caused to the ZSG premises (including installations and surroundings), regardless of by whom any such damage was caused. The hall renter must also confirm – in the event of any liability claims by the ZSG – that he or she has taken out adequate liability insurance. Any damage caused by participants to boats and premises in the neighbourhood, such occurrence(s) will be considered as non-compliance with the security concept of the organizer. In such an event, the organizer will be prosecuted or otherwise penalized.

## 11 Noise reduction

**11a)** In accordance with noise restriction measures published by the City of Zurich police, music or similar noise-emitting events are permitted only up until 23.00 hrs. Any requests for exemption from these noise restriction regulations must be addressed (by the event organizer at his or her request) to the "Lärmbekämpfungsstelle" of the City of Zurich Police.

#### 12 Official authorizations

**12a)** The event organizer is required to obtain from the competent local authorities – at his or her own cost – all the necessary official authorizations and to copy such authorizations by E-Mail to the ZSG (werfthalle@zsg.ch).

The ZSG is not able to provide the event organizer with any assurance or guarantee that the necessary official authorization(s) will be granted.



## Good-to-know addresses:

- Feuerpolizei der Stadt Zürich, Bahnhofquai 5, Amtshaus II, 8001 Zürich
- Wirtschaftspolizei (Stadtpolizei der Stadt Zürich)
- Lärmbekämpfungsstelle (Stadtpolizei der Stadt Zürich)

# 13 Information to neighbouring businesses

At least two weeks before the start of an event, the following businesses must be informed:

- Arndt Geiger Hermann AG, architects, 044 488 60 60, Email: mail@agh.ch
- Seepfadfinder: Email: <u>al@seepfadi.ch</u>; <u>info@seepfadi.ch</u>
- Pier 7: Mr Richard Schulze, Tel. 043 243 16 77, Email: diewerft@pier7.ch
- ERZ Zentrale: Email: kontakt.erz@zuerich.ch
- City of Zurich Property Administration, Mrs Marie-Therese Marty, Tel. 044 412 54 95

## 14 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.

## 15 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).

# 16 Rental prices

- Basic price: CHF 18,000 plus possible VAT (for up to 3 days' rental)
- Per additional day starting with the 4th day: CHF 5000 plus possible VAT
- Electricity consumption will be calculated on a separate metre

# 17 Conditions of payment

Subject to any agreement to the contrary, the full rental price is payable at the latest 30 days before the commencement date of rental. If payment is not received within 30 days, the ZSG reserves the right to let the premises to another renter.

# 18 Non-compliance with rental agreement and general rental conditions

In the event of non-compliance with this contractual agreement, the ZSG reserves the right – after issuing a written reminder – to instigate further steps. Such steps may lead to withdrawal of the rental agreement and cancellation of the event.

The renter is responsible for ensuring compliance with all the event agreements, as well as on behalf of suppliers and also any co-exhibitors.



# 19 Cancellation costs

After conclusion of the rental contract, the renter has the right to withdraw from the signed contract upon payment of the following cancellation costs:

- Cancellation 180 90 days before commencement of the rental: 30% of the agreed rental price
- Cancellation 89 30 days before commencement of the rental: 50% of the agreed rental price
- Cancellation 29 01 days before commencement of the rental: 100% of the agreed rental price

For major events of more than one month's duration, special cancellation costs apply.

The renter has read and is in ag	reement with all the points contained in this contractual agreemen	t.
Place, Date:	, ,	
Name (in block capitals):		
Signature:		

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