

General Terms and Conditions

Aesch, May 2018

Scope

The following contract terms and conditions apply to all agreements covering event service between Audio Rent Clair AG (hereinafter called ARC) and their customers. The general terms and conditions are not applicable to customers if they are not complete, in full detail and explicitly recognised in writing by ARC.

Subject of the contract

Upon signing the order confirmation the ARC customer is issued with a service contract consisting of equipment hire, personal services and transport as well as the assembly or provision of specialist products.

ARC agrees to the provision of services specified in the quotation or order confirmation under the "order description". On the precondition that the services referred to in the order confirmation can be executed, the deployment of hired articles and personnel hire can differ from that specified in the quotation and order confirmation.

Scope of services

The services agreed upon in the quotation are an integral part of the contract.

Should the scope of services agreed upon be expanded at the request of the customer after acceptance of the quote, the relevant additional costs are charged to the customer separately on a pro-rata basis. The additional cost is invoiced by ARC after the service is provided. ARC is authorised to assign the execution of individual obligations to a third party contract. ARC is responsible for proper selection and briefing.

Contract formation

A contract is deemed concluded when the ARC order confirmation is accepted in writing by the customer.

Should the order confirmation be signed by a legal person through a representative, the legal person is deemed a contractual partner and completely liable for possible claims against ARC.

Terms

The terms agreed upon in the order confirmation govern the payment terms. Unless otherwise agreed, the invoices are payable in full within 30 days of invoice date. ARC is at any time authorised to charge a payment on account according to other payment terms agreed upon in writing. The amount of the payment on account is not limited.

After the payment deadline has lapsed a default interest rate of 6% will be charged. After the second demand note ARC charges a handling fee of CHF 30.00.

Premature cancellation of the contract

By cancelling an agreed upon service the customer owes a penalty for breach of contract to ARC according to the calculation below:

Point of cancellation:	Material hire & personnel costs	Planning & organisation	Assembly and production of goods.
Up to 20 days before commencement of contract*	25%	50%	100%
Up to 10 days before commencement of contract*	50%	75%	100%
Up to 3 days before commencement of contract*	75%	100%	100%
Later cancellation	100%	100%	100%

*The first day of construction is referred to as the commencement of the contract. The percentages refer to the subservices specified in the order confirmation.

ARC can withdraw from the contract with good reason at any time and without cost implication. ARC is committed to providing the customer with a recommendation of an alternative supplier. Good reason specifically includes and without limitation, default of payment by the customer, change of circumstances since quotation which make fulfilment of the contract infeasible for ARC, customer failure to collaborate as required etc.

Liability / insurance

The customer is liable for any damage to installations, equipment and accessories which ARC has carried out to fulfil the order. In particular the customer is liable for damage through elementary influences, vandalism as well as damage to or loss of installations, equipment and accessories (theft, etc.).

The customer should take the necessary steps to protect ARC installations, equipment and accessories from the weather conditions. The customer should therefore take care that ARC installations, equipment and accessories are not accessible by third parties and are guarded from the time of delivery (arrival of the delivery vehicle at the venue) to the time of collection (departure of delivery vehicle from venue). Liability for installations, equipment and accessories remains with the customer even if ARC personnel are present.

By signing the contract terms and conditions the customer confirms that all installations, equipment and accessories which ARC has provided to fulfil the order are insured against fire and elemental damage as well as against other damages and theft.

Reservation of proprietary rights

All installations, equipment, accessories, tools and consumables provided to fulfil the order as well as goods produced or purchased especially for the fulfilment of a specific order (single or multi-use items) are and remain at all times the property of ARC. The customer can at no time assert ownership.

Authorisations, licences and fees

The customer is responsible for obtaining all necessary authorisations, concessions, licence rights and the like and must consider all related restrictions. Should installations and equipment be confiscated or if a deposit is taken by ARC due to customer violations to this effect, the customer is therefore completely liable to ARC for damages.

Power supply

The customer should provide the power connections (type of connection as well as fuse) referred to in the quotation/ order confirmation. The cost of preparing a power connection as well as energy costs are entirely at the expense of the customer. Should the service or subservice not be performed due to a power supply failure, the customer must pay for the full service according to the quotation/ order confirmation. All additional expenditure which arises from the customer's failure to ensure a power supply is available is payable by the customer.

Personnel expenses

For full day services, catering (at least one warm meal a day) and drinks (throughout the day) are to be made available for personnel provided by ARC by the customer in adequate quantity and quality. If this is not possible for the customer, a fixed expenses sum of CHF 60.00 per person per day is invoiced.

If it is not reasonable for ARC personnel to return following an event or if dismantling takes place during the evening or night (dismantling later than 23:00) and if the venue is located more than 50km from the ARC head office, the customer must arrange a hotel room (single room with breakfast) in close vicinity to the venue. The customer is completely responsible for the accommodation expenses.

References and photos

ARC is authorised to name every event with customer and event name on their reference list (homepage & in print). ARC is also authorised to take photographs and use selected photos on the homepage and in printed works for any kind of advertising purposes.

General data protection

The customer agrees to ARC data policy and will treat any PII transferred for the legitimate business purposes in a manner compliant with GDPR Regulation

Severability clause

Should any of the clauses in this contract be or become invalid, void or not enforceable by law, the validity and enforceability of the remaining clauses thereof will not be affected.

Governing law and place of jurisdiction

Swiss law will be exclusively applicable according to the Swiss Code of Obligations (OR). The exclusive place of jurisdiction is Arlesheim, canton of Basel-Land, Switzerland.

By signing the existing event service general terms and conditions, the customer confirms that they have read and understood them.

Place and date:

Customer signature: