

General Regulations

General terms and conditions for tenants, event organisers, exhibitors, stand constructors, suppliers, and visitors using the premises of MCH Swiss Exhibition (Basel) Ltd. and MCH Swiss Exhibition (Zurich) Ltd.

Introduction

These General Regulations lay down the basic rules to be observed on the premises of MCH Swiss Exhibition (Basel) Ltd. and MCH Swiss Exhibition (Zurich) Ltd. (hereinafter referred to as Swiss Exhibition). They apply to all persons who enter the premises of Swiss Exhibition in the course of an event.

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Opening hours and right of access

1.1 Opening hours

Exhibitors and stand constructors will receive adequate notice of the opening hours of halls.

1.2 Right of access

Access to the premises of Swiss Exhibition is limited to persons who can present a valid pass or admission ticket. For certain events, the Exhibition Management may introduce special regulations governing the right of access.

1.3 Work passes

Stand constructors, delivery personnel, tradesmen, and other suppliers who have to carry out work during an event held on the premises of Swiss Exhibition must obtain and pay for appropriate passes. These will normally be valid for a year, include a photograph of the holder, and must be ordered in advance. In some cases, passes may be issued for the duration of single events only. For certain events, work passes are also necessary for stand assembly and dismantling. Stand constructors, delivery personnel, and other suppliers will be notified accordingly. As a rule, work passes are issued only on presentation of a written work order made out by the exhibitor.

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Transport of exhibits to and from the exhibition

2.1 Transfer of goods

Goods are transferred via the checkpoints of Swiss Exhibition. At checkpoints, vehicles (trucks, delivery vehicles, passenger cars) are directed to the proper delivery area, where a cash deposit of CHF 100 or € 100 is payable for each vehicle. The deposit is reimbursed if the specified time limit for transferring goods is not exceeded, failing which it is forfeited to Swiss Exhibition.

2.2 Containers and swap bodies

Containers and swap bodies must not be stored in exhibition halls or in delivery areas. Swiss Exhibition can arrange parking and storage facilities.

2.3 Packaging

Stand constructors must ensure that all stand-construction materials are suitably packaged for transport.

2.4 Postal consignments

At the exhibition centre in Basel, goods will be sent directly to the exhibitor's stand. At the exhibition centre in Zurich, only express parcels or courier parcels will be sent directly to the exhibitor's stand. Goods sent by post must be addressed as follows: exhibitor's name, name of exhibition, hall number, stand number, Swiss Exhibition (either Basel or Zurich), road, post code and city

2.5 Air freight

Goods sent by air must be addressed as follows: either EuroAirport Basel-Mulhouse-Freiburg or Zurich airport, exhibitor's name, name of exhibition, hall number, stand number, Swiss Exhibition (either Basel or Zurich), road, post code and city.

2.6 Empties

Swiss Exhibition can arrange storage space for empties. For empties not stored by Swiss Exhibition, on-time delivery after the end of the event cannot be guaranteed.

2.7 Use of hall elevators

Hall elevators cannot be reserved for specific times. The hall layout plans show the dimensions and carrying capacity of each elevator.

2.8 Transport during the exhibition

The transport of exhibition goods to and from exhibition halls during public opening hours is prohibited. The re-stocking of stands must be effected either before the halls are open to the public or after closing time.

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Customs formalities

3.1 Customs office

On-site customs offices are available at the exhibition centres in both Basel and Zurich to deal with queries about the import and export of goods (Basel customs office: tel. +41 58 206 21 22. Zurich customs office: tel. +41 1 315 44 10).

3.2 Goods temporarily imported into Switzerland

The exhibitor must guarantee payment of Swiss customs duty for goods temporarily imported into Switzerland until the goods have left Switzerland again. The best way to deal with this is to use the international customs document 'ATA Carnet' which covers customs formalities not only in Switzerland, but also in the country of origin of the goods and in countries of transit. Exhibitors can obtain 'ATA Carnets' from a Chamber of Commerce in their country.

3.3 Goods for sale imported into Switzerland

On arrival, goods imported for sale in Switzerland must be cleared through customs with the help of a forwarding agent, by means of a 'free pass'. The declared value in Swiss francs is that for which the goods are offered for sale during the exhibition. In addition to customs duty, value-added tax is also payable.

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Accident prevention

4.1 Workmen's safety

Tenants, organisers, exhibitors, stand constructors, and suppliers are responsible for the safety of their employees and any helpers who work on the premises of Swiss Exhibition.

4.2 Accident-prevention commission

The accident-prevention commission is responsible for the inspection of plant and equipment. It will make its inspections before the event begins and also, if necessary, on the morning of the opening day. Its instructions must be strictly observed. During the inspection, exhibitors must be represented by technically competent staff.

4.3 Demonstration of machines

Any machines, equipment, and tools that are demonstrated on the stand must not represent any risk to visitors, exhibitors or third parties.

4.4 Safety equipment

Only objects that meet the safety requirements described in the Federal Act of 19th March 1976 on the safety of technical plant and equipment, and the accident-prevention requirements of the Swiss National Accident-Insurance Fund (SUVA), may be exhibited or demonstrated. Technical plant and equipment that does not meet the prerequisites for marketing may be exhibited or demonstrated only if a notice clearly draws attention to the fact that it has not been checked as to whether it meets the legal requirements, and only if the necessary action has been taken to ensure the safety and well-being of persons. Safety devices may be removed only if the plant or equipment to which they are fitted is not in operation, and only to enable visitors to inspect the design and construction of hidden parts. The removed safety devices must be stored in the stand in such a way that they can be readily produced on demand. Further information is available from SUVA Basel (St. Jakobs-Strasse 24, 4002 Basel, tel. +41 61 278 46 00) and SUVA Zurich (Dreikönigstrasse 7, 8022 Zurich, tel. +41 1 205 91 11).

4.5 Removal of exhibits

Exhibits that do not meet the safety standards must either be made to conform to these or be removed from the stand the same day as they are deemed in breach thereof, failing which Swiss Exhibition may have them removed at the exhibitor's expense.

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Fire-safety provisions

5.1 Introduction

Only materials that meet the fire-safety requirements of the Association of Cantonal Fire Insurances (VKF) may be used on the premises of Swiss Exhibition. For details, see the guidelines on stand design.

5.2 Fire detection systems

Enclosed and ceiled rooms in multi-storey stands in the halls of the exhibition centre in Basel must be connected to the halls' fire detection systems.

5.3 Cladding and decorative materials

All cladding and decorative materials must be fire-resistant to VKF standards, and must neither drip nor produce noxious fumes in case of fire. Wall claddings of paper must be tear-resistant, impregnated to make them fire-resistant, and tightly fixed. The use of straw, reeds, pine branches, and other readily flammable decorative materials is strictly prohibited.

5.4 Flammable materials

The storage, custody, or use of flammable or explosive materials on the premises of Swiss Exhibition is prohibited. Advertising balloons handed out or sold must not be filled with hydrogen or other gases with similar explosive properties.

5.5 Naked flames

Before the beginning of an exhibition, exhibitors must in all cases obtain permission from the fire department for the setting up and storage of plant and equipment in the stand. Applications must be made through Swiss Exhibition. Permission is required by the exhibitors for the use of naked flames and lights, flammable liquids, gas bottles or oxygen bottles, provided these are necessary for demonstrating the exhibits and provided the fire department's prior approval has been obtained. The use of naked flames and lights for decoration purposes is not permitted.

5.6 Emergency exits, technical equipment

Emergency exits, stairs, floor landings to stairs, passageways, fire detectors, fire hoses, and hydrants must be kept clear at all times. They must be clearly visible, and access to them must remain free from obstruction. Stands, exhibits, and other objects must not partly or wholly obstruct distributor boxes, ventilation ducts, and gas or water pipes. The full inside and outside width of vehicle entrances must be kept permanently clear.

5.7 Smoking ban

Smoking is strictly prohibited in rooms in which flammable material is stored.

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Surveillance

6.1 General hall surveillance

Swiss Exhibition arranges for the general hall surveillance before, during, and after the exhibition. As a rule, surveillance begins at the start of the official setting-up time and varies according to the special circumstances applicable to each hall. During the exhibition, surveillance is maintained day and night. After the exhibition, surveillance continues to a date stipulated by Swiss Exhibition. As there is a greater risk of loss at the end of an exhibition and during the dismantling of stands, greater watchfulness by exhibitors is advisable at these times. The general hall surveillance arranged by Swiss Exhibition does not limit the exclusion of its liability for loss or damage to persons or property.

6.2 Electronic hall surveillance

The halls of the exhibition centre at Basel are monitored by CCTV during the exhibition and during the period agreed for stand assembly and dismantling. The buildings are locked by an electronic security control system.

6.3 Individual stand surveillance

For security reasons, individual stand surveillance must be ordered exclusively through Swiss Exhibition.

6.4 Additional costs incurred

If an exhibitor needs to enter the premises outside the agreed times (e.g. to deliver goods or to clean the stand) and, in so doing, causes extra costs for additional surveillance, lighting etc., Swiss Exhibition reserves the right to pass on these costs to the exhibitor in full.

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Stand design

7.1 Guidelines on stand construction and design

Stands to be assembled on the premises of Swiss Exhibition must conform to the guidelines on stand construction and design and to these General Regulations.

7.2 Stand space

The space shown on the stand positioning plan is available to the exhibitor for his stand. The stand's boundary line corresponds to the maximum extent of the stand on all sides. Projections (oriels, illuminated signs etc.) beyond these lines are not permitted. All plant and equipment necessary for stand operation must be accommodated within these limits; the same applies to the allotted maximum stand height. All areas not defined as stand or storage areas are open spaces for logistics (goods transport, access) and security (emergency exits), and must be kept clear of obstructions. Swiss Exhibition reserves the right to instruct drivers of forklift vehicles, HGVs etc. to remove improperly deposited stand-construction material at the exhibitor's expense.

7.3 Multi-storey stands

Multi-storey stands are subject to a simplified building approval procedure. Swiss Exhibition co-ordinates with the relevant building authorities for this purpose. The stand-construction permit is also valid for future exhibitions if the stand design remains unchanged. Stands must be freestanding and must not be attached to the building. For further details, see the guidelines on stand construction and design.

7.4 Removal of stand material

Swiss Exhibition reserves the right to demand the removal of any stand material that does not conform to the general and special regulations or, if necessary, to have such material removed at exhibitor's charge. In such cases, Swiss Exhibition rejects liability for any damage caused to stand material.

7.5 Assembly and dismantling of stands

The periods specified for assembly and dismantling of stands must be strictly observed. As a rule, passageways must be cleared by noon of the day before the official opening date to allow cleaning of the halls. Special rules may apply to certain exhibitions. After the opening date, no changes may be made to the stand equipment and fittings. Exhibits may be removed only after doors close to the public on the last day of the exhibition. Exhibitors must clear away all stands and exhibits, and remove them from the exhibition site by the date specified by the Exhibition Management. After that date, Swiss Exhibition reserves the right to dispose of the stand and the exhibits at the exhibitor's expense, and rejects any liability for these goods.

7.6 Hall floors

The exhibitor must hand back the site of the stand in the same state as that in which it was handed over. No floor fixings are allowed. Machine foundations must be completely removed at the end of the exhibition. The same also applies to all other fixed structural elements fitted in the stand. If adhesive carpet tapes are used, they must not cause any damage to hall floors. Such tapes must not be used at all in Hall 7 of the Zurich exhibition centre. Any damage to hall floors and to other parts of the building will be repaired by Swiss Exhibition and charged to the person or company responsible for causing the damage.

7.7 Hall ceilings

Any suspension fittings (beams, clamps, steel cables) required to be fitted direct to the hall ceiling may be fitted only by the official contractor to Swiss Exhibition.

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Technical connections

8.1 Introduction

All technical connections provided by Swiss Exhibition must be ordered by using the official forms. No private installations are allowed. Cables, pipes, conduits, and ducts that run across public passageways must be properly secured and clearly marked. All connections, switch- and fuse-boards, distributor boxes, and branch lines must be accessible at all times.

8.2 Water

All connections to the exhibition centre's water supply and waste systems to and from exhibitors' stands, and branch connections within the stands, must be made by the official specialist contractors to Swiss Exhibition. For exhibitors who use large amounts of water, for example for basins and pools, the installation of a water supply and waste system is compulsory.

8.3 Power

All power cables from the mains to exhibitors' stands, and branch connections within the stands, must be laid and connected by the official specialist contractors to Swiss Exhibition. The relevant safety regulations and instruction sheets must be strictly observed.

8.4 Gas

Only Hall 2.2 of the Basel exhibition centre has a permanent mains gas supply. All connections from the exhibition centre's gas mains to exhibitors' stands and branch connections within the stands must be made by Swiss Exhibition's official specialist contractors. Propane and butane gas may not be used except with the fire department's prior permission. The use of liquid gas for cooking is prohibited. Only equipment that meets the specifications of the Swiss Gas and Water Association (SVGW) may be connected to the exhibition centre's mains. Before every exhibition, all installed gas lines are inspected and checked by the power company to ensure that they are gastight and function properly. The relevant safety regulations and instruction sheets must be strictly observed.

8.5 Extraction of odours

Exhaust hoods must be installed at the exhibitor's expense in any stand where food is cooked, grilled or fried. In Hall 2.2 of the Basel exhibition centre, the use of Swiss Exhibition's exhaust hoods is compulsory; these must be connected to the hall's central ventilation system.

8.6 Compressed air

A central compressed-air supply is available in the halls of Swiss Exhibition. This facility is put into operation only if there is sufficient demand. Compressed-air lines from the exhibition centre's mains to the exhibitors' stand must be laid by the official specialist contractors to Swiss Exhibition. The setting-up and installation of compressors in the halls by exhibitors is prohibited.

8.7 Communications technology

Swiss Exhibition has the most up-to-date communications networks. Speech, data, images etc. can be transmitted to the public network via the exhibition centre's network. Point-to-point links within the exhibition halls are also possible. The main supply lines must be laid by the official specialist contractors to Swiss Exhibition.

8.8 Air-conditioning of stands

If additional cooling of stands is required, connection to the central cooling system in the halls of the Basel exhibition centre is compulsory; no other cooling system is permitted in these halls. The cooling pipes from the central cooling system to the exhibitor's stand must be fitted by Swiss Exhibition's official specialist contractors.

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Cleaning and waste disposal

9.1 General cleaning

Swiss Exhibition is responsible for the general cleaning of passageways, stairs, toilets etc.

9.2 Cleaning of stands

Exhibitors are responsible for cleaning their own stands. Cleaning must finish no later than one quarter-hour before the exhibition is opened to the public and one hour after the official closing time. Exhibitors who do not want to clean their stands themselves must ask Swiss Exhibition to arrange for this.

9.3 Waste disposal

Swiss Exhibition arranges the disposal of waste. Relatively small quantities of waste are collected and disposed of in the exhibition centre's own refuse bags at the exhibitor's expense. Large quantities of waste, bulky and special waste will be disposed of in skips and special containers, and the cost of disposal charged to the exhibitor.

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Protection of industrial property rights

The legal provisions governing the protection of industrial property rights grant protection for patents of inventions, trademarks, designations of origin, designs, copyright, and against unfair competition, and must be strictly observed. Anyone who infringes third-party industrial property rights can be held responsible under both civil and criminal law. Printed matter, advertising and exhibits that may for any reason be deemed to justify claims for infringement of any of these rights must be removed forthwith upon the Exhibition Management's demand. In case of uncertainty, exhibitors may contact the Federal Institute for Intellectual Property, Einsteinstrasse 2, 3003 Berne (tel. +41 31 325 25 25).

10.1 Performance of music

Under existing international treaties and Swiss copyright law, anyone who performs live music or plays recorded music from any recording medium on the premises or grounds of Swiss Exhibition must obtain permission from the Swiss Society for the Rights of Authors of Musical Works (SUISA). SUISA must be notified of the intention to perform or play such music at least ten days before the event's opening date. Swiss Exhibition does not accept liability for third-party claims lodged for failure to observe the provisions of copyright law. For further details and permission, contact SUISA, Bellariastrasse 82, P O Box 787, 8038 Zurich, or SUISA, Avenue du Grammont 11 bis, 1000 Lausanne 13.

10.2 Taking pictures of stands and exhibits

For the protection of exhibitors' rights, photographs, films, or other recordings of other exhibitors' stands and exhibits on the premises of Swiss Exhibition may be made only with the Exhibition Management's prior permission. The Exhibition Management may demand a fee for each stand for granting the permission. Close-ups require the express agreement of the exhibitors concerned. Along with the Exhibition Management's actions described below, exhibitors and their stand staff remain responsible for taking all necessary steps to enforce their rights and prevent the making of unauthorised photographs, films, and other recordings. Swiss Exhibition does not accept liability for claims lodged due to unauthorised photographs, filming, or other recordings of stands and exhibits.

10.3 Commercial pictures

Commercial photographs and reproductions of any kind are allowed only with the Exhibition Management's express permission. For certain areas and with the consent of exhibitors, the Exhibition Management may decree the general prohibition of commercial photography and recordings of any kind.

10.4 Recording rights of Swiss Exhibition

Swiss Exhibition is entitled to have photographs taken and films and other records of stands and exhibits made for its own use or for general publicity and press purposes. Exhibitors are deemed to have waived any copyright objections there to.

10.5 Photographs of own stand

Exhibitors who wish to photograph their own stands or to have them photographed by their own staff receive such permission free of charge against presentation of an exhibitor's pass. This privilege applies only to the exhibitor's own stand and does not imply a general permission to take photographs.

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Advertising

The distribution of printed matter and promotional gifts outside the exhibition stand is permitted only with the express prior approval of the Exhibition Management. Lotteries as defined in the Federal Lotteries and Commercial Betting Act of 8th June 1923 are prohibited. The law defines any event in which, for compensation in any form whatsoever or upon conclusion of a legal act, an economic or pecuniary right or advantage is promised or put in prospect as a prize, whose acquisition, size, or character is decided by chance by the drawing of lots, numbers, or similar means.

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Demonstrations

The use of equipment and the holding of any event or performance that causes an obvious nuisance to adjacent exhibitors or visitors, notably the occupation or use of the area in front of the stand, the wearing of fancy advertising dress outside the stand, any kind of noise, and the like, are not permitted. Demonstrations within the stand must not cause a visual, acoustic, or spatial nuisance to neighbours, nor impede the circulation of visitors in passageways. The provisions of the Noise and Laser Ordinance of 24th January 1996 must also be strictly observed.

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Miscellaneous

13.1 Domiciliary rights

The officers of Swiss Exhibition have domiciliary rights on the entire premises of the exhibition centres in Basel and Zurich. Any person who fails to carry out their instructions and ignores their warning may be dismissed from the premises without thereby being entitled to make any legal claims. The officers of Swiss Exhibition, and any person duly authorised by them, have right of access at all times to all premises owned or overseen by Swiss Exhibition.

13.2 Animals

Generally, the leading of dogs and other animals in the premises of Swiss Exhibition is prohibited. The Swiss Exhibition may authorise exceptions for certain events. This restriction does not apply to guide-dogs for the blind or for persons otherwise incapacitated.

13.3 Materials hazardous to health and environment

In public places of sale and in exhibition stands, the distribution of tobacco products and alcoholic beverages to minors, of nitrous-oxide gas (laughing gas), and the traffic in products whose composition includes ingredients that are subject to the law on poisons and toxic substances is strictly prohibited. The handling of materials, objects and equipment containing radioactive material and of equipment for the generation of ionizing radiation is governed by the Radiation-Protection Ordinance of 30th June 1976 and subject to permission by the proper authorities.

13.4 Action taken by Swiss Exhibition

Swiss Exhibition has the right to decree whatever actions it deems fit to ensure orderly proceedings in the holding of any event. In order to ensure observance of its rules and regulations, Swiss Exhibition may, if a written warning has failed to produce remedial action within a period set by the management, arrange for the necessary action to be taken at the defaulter's risk and expense.

13.5 Force majeure

In the presence of any good and sufficient cause, third-party default, accidental happening, political and economic events, and orders by authorities, Swiss Exhibition has the right to postpone an event, shorten or prolong its duration, cancel it, or adapt its operation to circumstances. In all such cases, Swiss Exhibition rejects any liability, and those concerned will not be entitled to withdraw from the contract or to claim compensation. Payments already made will be reimbursed after deduction of the costs and expenses already accrued by Swiss Exhibition. For the purposes of this clause, an accidental happening is defined as any unforeseeable circumstance not attributable either to Swiss Exhibition or to those concerned, and will include any act of force majeure.

13.6 Liability for exhibits, presentations and stand operations

Swiss Exhibition does not assume any duty to exercise proper care for exhibits, stand material or other goods owned by others, and rejects any liability for damage and loss, subject to Article 100, Paragraph 1 of the Swiss Code of Obligations, both for the time during which the goods are on the premises of the exhibition centre and for the time during which the goods are being transported to and from these sites. Swiss Exhibition also rejects all liability for damage incurred through: (i) shows and presentations; (ii) the assembly and dismantling of stands and exhibits; or (iii) normal stand operations.

13.7 Acceptance of conditions

With the beginning of the contractual relationship with Swiss Exhibition, the tenants, organisers, exhibitors, stand constructors, suppliers, and visitors are deemed to accept these General Regulations as binding. They are also responsible for ensuring that their employees and helpers take due note of and observe the conditions laid down in the General Regulations.

13.8 Validity

If interpretation of the wording of these General Regulations gives rise to any dispute or difference of opinion, the German-language version will be binding.

13.9 Applicable law, place of jurisdiction

Swiss law will be exclusively applicable. The following places of jurisdiction apply both for residents abroad and for persons resident in Switzerland: where MCH Swiss Exhibition (Basel) Ltd. is the contracting party, any dispute will be subject to the ordinary courts of the canton of **Basel-City**; where MCH Swiss Exhibition (Zurich) Ltd. is the contracting party, such dispute will be subject to the ordinary courts of the canton of **Zurich**. Disputes related to the rental of the exhibition space will compulsorily be dealt with by the relevant courts of the site of the exhibition.

MCH Swiss Exhibition (Holding) Ltd.
The Group Management

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