

Terms & Conditions of KKL Luzern Management AG

Welcome to the Lucerne Culture and Convention Centre (KKL Luzern)

These Terms & Conditions (T&Cs) govern the basis for cooperation between the Event Organiser and KKL Luzern Management AG (hereinafter referred to as KKL Luzern) with respect to the smooth running of the event.

These T&Cs form an integral part of all agreements concluded between KKL Luzern and the Event Organiser. Any divergence from these T&Cs must be agreed in writing by the Parties and stipulated in the Agreement.

Terms and conditions or other contractual terms on the part of the Event Organiser are deemed explicitly waived and only apply if these are expressly accepted by KKL Luzern in writing.

1. Preparing the event

1.1 Agreement

KKL Luzern supports the Event Organiser within the scope of the resources available to KKL Luzern and provides active support in planning the event at the request of the Event Organiser. The Event Agreement governs, in particular, the designation of the rooms and infrastructure provided, the purpose of their use, as well as the event conditions.

1.2 Ticket sales

KKL Luzern organises the sale of tickets for events accessible to the public. Upon request, the Event Organiser shall receive an allocation of tickets for direct sale. The terms for the sale of tickets shall comply with the desired offering and shall be agreed in the Event Agreement. For festival organisers or Event Organisers with over 12 individual events per year, the direct sale of tickets shall be governed in a separate agreement.

1.3 Legal relationship

The Event Organiser shall uphold the copyrights and the image of KKL Luzern. When designing event-related publications, the Event Organiser shall follow the corporate identity of KKL Luzern. The Event Organiser will be in the public eye and must clearly be recognisable as such, especially for advertising and ticket sale purposes. The Event Organiser is not authorised to bind KKL Luzern towards third parties in any way whatsoever. There is solely a legal relationship between the Event Organiser and event attendees. By offering tickets for sale, the Event Organiser is entering into an exclusive and direct contractual relationship with the event attendee. No contractual relationship comes about between the attendee and KKL Luzern. The same applies to other agreements that the Event Organiser enters into with third parties (e.g. artists, technicians, suppliers etc.). KKL Luzern assumes no liability whatsoever for the obligations and/or actions of the Event Organiser or of third parties.

1.4 Permits from the authorities

In order to run the event, the Event Organiser is obligated to obtain all of the necessary permits from the authorities by the date of the event at the latest in consultation with KKL Luzern and to comply with the required regulations. In addition, the Event Organiser must possess the performance rights. KKL Luzern may not give any guarantees whatsoever in relation to permits from the authorities nor provide any assurances. These are the exclusive responsibilities of the Event Organiser.

1.5 Approvals from KKL Luzern

Prior approval from KKL Luzern is required in writing that can be associated with costs for the following activities in relation to the event at KKL Luzern:

- Photo, film, radio, television, tape and other reproducible recordings
- Use of the KKL Luzern logo and photographic material
- Running prize draws, competitions and contests
- Setting up sales, promotional and entertainment items
- Attaching objects or promotional items to horizontal and vertical surfaces
- Introducing sponsor products
- Selling or distributing complementary food, drinks and tobacco products

1.6 Event risks

KKL Luzern analyses the potential event risks based on the Event Organiser's information about the event and arranges the appointment of security staff for the event jointly with the Event Organiser. Any cost for additionally required security staff and appropriate security measures shall be charged to the Event Organiser.

2. Cancellation, postponement, upgrading and termination

2.1 Cancellation and postponement

In the event of cancellation or postponement on the part of the Event Organiser, the Event Organiser is obligated to pay the contractually agreed cancellation fees.

2.2 Upgrading

KKL Luzern is entitled to upgrade the rented rooms free of charge provided that the event may be run in accordance with the agreed operation.

2.3 Extraordinary termination

KKL Luzern is entitled to terminate the Agreement with the Event Organiser at any time with immediate effect and without compensation in the event of good cause. Good cause is deemed to be any circumstance under the responsibility of the Event Organiser that means continuing the contractual relationship is unreasonable for KKL Luzern. KKL Luzern may terminate the Agreement in the following cases, in particular, without any liability for damages:

- A contractually agreed advance payment, security deposit or proof of liability insurance is not delivered within the deadline set by KKL Luzern
- Concern regarding reputational damage to KKL Luzern or safety and public order disturbance due to planning or performance of the event
- The Event Organiser does not have the necessary approvals from KKL Luzern or is in breach of the requirements for activities in relation to the event

– Legal requirements are not met, permits from the authorities are missing or the Event Organiser does not possess the performance rights.

If KKL Luzern exercises this extraordinary right of termination, the Event Organiser is obligated to pay the contractually agreed cancellation fee and to reimburse any additional costs already accrued. KKL Luzern reserves the right to make any claims for damages, including lost profit.

Upon extraordinary termination, the contractual usage right of the rooms and infrastructure also lapses immediately.

3. Running the event

3.1 Event duration

The event duration is deemed to be the period between opening and closing the rooms used. The time for setting up and dismantling on the part of the Event Organiser is included in the billable usage time.

3.2 Handover of rooms and infrastructure

KKL Luzern shall provide rooms and infrastructure with modern furnishings, that are to be used with due care and attention, to the Event Organiser for the event period. For exhibitions, a handover report is created; for other events, the Event Organiser or KKL Luzern may request a report. The rooms and infrastructure provided are inspected by the Event Organiser in advance. By signing the Agreement, the Event Organiser declares that the rooms and infrastructure meet the intended use. The Event Organiser must assert any defects upon handover immediately in writing.

3.3 Event operation

The Event Organiser bears sole responsibility for the operation of the event as planned and agreed with KKL Luzern. In order to ensure the smooth preparation and running of the event, the Event Organiser shall notify KKL Luzern in writing about the event operation and the technical/organisational requirements for the event prior to or upon conclusion of the Event Agreement, but no later than by the deadline specified in the Event Agreement, and the Parties shall specify these in a performance agreement, forming an integral part of the Event Agreement. If the Event Organiser does not fulfil this obligation, KKL Luzern cannot assume any responsibility for providing the rooms or any technical equipment and staff for the event. In addition, KKL Luzern is granted an extraordinary right of termination pursuant to Section 2.3 above.

The Event Organiser must ensure that the security measures, accident prevention regulations and official requirements are met.

The rooms and infrastructure may exclusively be used according to the contractually agreed purpose and scope. If the Event Organiser intends to make changes to the contractually agreed usage, this must be notified promptly to KKL Luzern. Any change of use is only permitted if agreed by KKL Luzern in writing. If the Event Organiser changes the usage purpose without the consent of KKL Luzern, then KKL Luzern is likewise granted an extraordinary right of termination pursuant to Clause 2.3 above.

3.4 Technology

The technical equipment may only be operated by KKL Luzern employees or by specialist staff approved and trained by KKL Luzern.

The Event Agreement may make provision for services relating to the event to be purchased from KKL Luzern or partner companies of KKL Luzern for security reasons and for quality assurance. The Event Organiser shall have a direct contractual relationship with these partner companies. If the Event Organiser awards contracts directly to partner companies of KKL Luzern, it shall inform KKL Luzern of this immediately and send a copy of the contract confirmation or similar to KKL Luzern. If the Event Organiser purchases such services indirectly by KKL Luzern, the coordination and invitation to tender, as well as invoicing shall be handled via KKL Luzern.

3.5 Access

The management and the KKL Luzern employees tasked with the event must have access to the rooms rented by the Event Organiser at all times. During the setup and dismantling phases and during testing, KKL Luzern may carry out silent viewings and guided tours with third parties.

3.6 Instructions

KKL Luzern is granted – regardless of the Event Organiser’s contractual usage right – the sole right to enforce the house rules. The Event Organiser shall also respect the right of instruction of KKL Luzern in this regard. As the Event Organiser, the client, its agents and employees shall act in accordance with the instructions of KKL Luzern employees within the building. When exercising its right to enforce the house rules and its right of instruction, KKL Luzern shall take into account the legitimate interests of the Event Organiser wherever possible. The applicable provisions for the use of KKL Luzern can be found in the Event Organiser Guidelines (house rules).

3.7 Non-compliance with instructions

Non-compliance with the requirements or instructions of KKL employees pursuant to Clause 3.6 above gives KKL Luzern the right to extraordinary termination pursuant to Clause 2.3 or may lead to an immediate ban from the building.

3.8 Subletting

Subletting is only allowed with the prior written consent of KKL Luzern.

3.9 Copyright fees

The Event Organiser is exclusively responsible and liable for billing the correct copyright fees with the collecting societies and for paying the fees.

3.10 End of event and return

The Event Organiser is obligated to shut down the event at the agreed point in time and to hand over in full the rooms and infrastructure used, leaving them in perfect condition and free of defects. The Event Organiser is liable for the consequences of any delayed handover and obligated to pay damages. Damage, repairs and any soiling in excess of usual levels shall be invoiced to the Event Organiser.

If special or additional cleaning is necessary based on the nature of the event or due to soiling outside the norm, these additional costs shall be invoiced to the Event Organiser at cost.

Damage shall be specified in a loss report signed by both Parties. Damage repair shall be carried out after consultation with the Event Organiser or its insurance company – unless this absolutely needs to be done immediately. Any damage arising and additional expenses may be settled for KKL Luzern using the advance payment made or using retained income from ticket sales.

4. KKL event catering

4.1 Outside catering

KKL Luzern offers high-quality catering for your event by way of KKL event catering. KKL Luzern's culinary services are the sole host at KKL Luzern, at the museum of art in Lucerne and on surrounding grounds. Outside catering, bringing or preparing food and drinks is not permitted.

4.2 Service

Service times are from Monday to Sunday from 7.00 a.m. to midnight. Additional hours are considered as overtime and shall be billed with a 50% surcharge for each service employee deployed, plus a flat-rate fee of CHF 250.00 for obtaining permission for overtime at events from 2.30 a.m. Any service employees required in addition for direct collection services, à la carte beverage services, as well as for time restraints, shall be invoiced at current hourly rates.

5. Liability

KKL Luzern does not assume any liability for claims in relation to the event, with the exception of damage that KKL Luzern has caused through gross negligence or intent or for any personal injury caused by KKL Luzern. The Event Organiser exempts KKL Luzern from all debts and claims that are asserted by the Event Organiser itself, its employees or third parties, in particular guests, as a result of the use of KKL Luzern and that are not attributable to KKL Luzern. KKL Luzern is not liable specifically for the loss or damage of valuables brought into the venues provided for use or for any objects brought by the Event Organiser into the venues provided. Any damage to the building, fixtures or inventory caused by the Event Organiser, its agents, employees or guests comes under the liability of the Event Organiser and its obligation to pay damages.

The Event Organiser is liable to KKL Luzern for all personal injury and property damage caused by it or in relation to its event, or caused by persons commissioned by the Event Organiser.

By way of its signature, the Event Organiser confirms to KKL Luzern that, for the entire duration of the event (incl. setting up and dismantling), it has taken out an insurance policy from an insurance company operating in Switzerland for its duty of liability for personal injury and property damage with regard to the scope of cover specified in the Event Agreement, but at least for CHF 5 million. The insurance policy must be evidenced to KKL Luzern upon request.

6. Force majeure

If a contracting party is prevented from meeting its contractual obligations due to circumstances outside its control (force majeure), including war, terrorism, strikes, fire, floods, earthquakes as well as pandemics and epidemics, during which a government or official ban on the event or government or official restrictions are put in place, then this is not deemed a breach of the Agreement and does not constitute any liability on the part of the Party obligated to perform a service. The Parties are in this case released from performance of their services pursuant to this Event Agreement without any consequences for claims for damages or compensation. Cancellation fees are waived and the contracting parties will bear any costs incurred thus far themselves. Expenses incurred by KKL Luzern from agreements with third parties that arose in relation to the event on behalf of the Event Organiser and that do not come under force majeure must be borne by the Event Organiser in full.

If the event is called off or aborted due to official restrictions or on safety or police grounds, which are directly connected to the event (e.g. threat of protests or disruption of the event), then this is also not deemed force majeure and the cancellation fee agreed in the Event Agreement, as well as any ancillary costs already incurred, plus all further claims for damages remain due.

In the same way, the cancellation fee agreed in the Event Agreement and the costs incurred up to the occurrence of the force majeure event despite the presence of such an event remain due, provided the Event Organiser is indemnified for non-performance of the event by a third party (e.g. via government compensation for loss of income or insurance payouts etc.).

7. Other agreements

Foyer of Lucerne Hall / hall capacities

The exclusive use of the foyer of Lucerne Hall is only possible after prior written confirmation from KKL Luzern Event Management and Sales. Additional fees may also be due.

The hall capacity is determined by KKL Luzern and is dependent on the use/seating of the venue. Electrically amplified events and/or events with video projection are subject to special provisions. For this reason, the Event Organiser must proactively make contact with KKL Luzern Event Management prior to publishing any event or prior to starting any advance sale of tickets.

Newsletter

KKL Luzern reserves the right to inform the Event Organiser about products and news via a newsletter. The Event Organiser has the option to refuse this service at any time.

8. Final provisions

All amendments or addenda, as well as the revoking of the Event Agreement must be in writing to be valid.

The place of performance is Lucerne, Switzerland.

If any individual provisions of these T&Cs are not legally effective, either in full or in part, or they subsequently lose their validity in law, or there are any gaps in the Agreement, then this shall not affect the validity of the remaining provisions of these T&Cs. In such a case, the invalid or missing provisions must be replaced or supplemented by such provisions that most closely resemble the original commercial and legal intent of the T&Cs.

These T&Cs as well as the individual agreements are exclusively subject to Swiss law, except for the conflict of law references to international law of the Swiss Private International Law Act (PILA) or for international treaties. The exclusive place of jurisdiction is the head office of KKL Luzern.

KKL Luzern Management AG
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