

HMB – Room Rentals

Conditions générales

As per 24.02.2021

1. Rental Object

The Lessor shall place the premises specified in the offer at the Lessee's disposal.

The Lessor shall hand over the premises cleaned and in perfect working order with the equipment/furnishings requested by the Lessee.

The Lessee undertakes to treat the premises and the equipment/furnishings provided with all due care and to return them in their original condition, cleaned and undamaged.

2. Exclusion Criteria

The rented room/rooms may be used only for the purpose specified in the signed offer. By signing, the Lessee acknowledges that the room/rooms may not be used for any of the following purposes:

- events whose content is of a criminal or immoral nature, especially events with sexist or pornographic content
- events with an anti-constitutional background, especially those with extreme right-wing or extreme left-wing, racist, anti-Semitic, anti-Islamic or anti-democratic content
- events whose content disparages or vilifies others on grounds of race, sex, ethnic origin, religion or worldview, disability, age or sexual identity
- events that hold human liberty and dignity in contempt, whether verbally or in writing, and/or that use or disseminate symbols that represent or are associated with anti-constitutional or unconstitutional organizations.

The Lessee hereby confirms that the planned event will be free of any such content and undertakes to exclude from the planned event any such participants as seek to spread such content.

Should any participants in the planned event act in contravention of the conditions listed above, the Lessee shall be responsible for immediately putting a stop to the said actions.

The Lessor and parties acting on the Lessor's behalf are entitled to enter and view the rental object at any time to ensure that it is being used in compliance with the rental contract and, in the event of serious breaches of contract or criminal offences, to terminate the contract with immediate effect.

3. Rental Fees

The use of the premises shall be subject to the payment of the fee specified in the signed HMB offer. This sum shall be transferred to an account named by the Lessor no later than 30 working days prior to the event.

4. Lessee's Obligations

By signing, the Lessee confirms that he/she is not acting on another's behalf. The Lessee is not entitled to sublet the rooms or otherwise allow third parties to have the use of them.

The Lessee shall ensure that the event proceeds in an orderly fashion. He/She shall bear all risks associated with the event, including setting up and cleaning up. He/She shall be responsible for safety and security at the event and for compliance with the relevant regulations and official requirements.

The Lessee shall observe the statutory regulations for the protection of minors and shall be fully liable for compliance with the same.

If an official permit is required for the agreed event, the Lessee shall provide the Lessor with proof of this in good time prior to the event, if so requested.

Any application to and payment of royalties to SUISA (the Swiss cooperative representing the rights of composers, authors, and music publishers) shall be a matter for the Lessee. If the Lessor so requires, the Lessee shall provide proof that the necessary SUISA fees have been remitted.

The Lessee shall ensure that the maximum number of persons allowed for the rented room (as per the agreement) is not exceeded. The Lessee shall be liable for any damage incurred if the said number is exceeded.

The Lessee shall observe the existing house rules (see attached).

5. Liability

5.1 Liability of the Lessee

The Lessee shall be liable for any personal injury or damage to property caused by him/her or his/her employees or subcontractors or by participants in the event. In particular, the Lessee shall be liable for any damage to the furniture, fittings and technical equipment in the rented rooms caused by the negligent and/or improper handling of the same.

The Lessee is strongly advised to take out event liability insurance with adequate cover (min. CHF 500,000 for personal injury and damage to property).

5.2 Liability of the Lessor

In accordance with statutory requirements, the Lessor shall be liable only in the event of intent and gross negligence.

The Lessor shall not be liable for the loss or damage of objects brought onto the premises by the Lessee (valuables, cloakroom items, technical equipment etc.).

6. Termination / Cancellation

6.1 Ordinary Termination

The Lessee can terminate the rental contract by giving due notice. In accordance with the HMB offer/confirmation, notice must be submitted to the Lessor in writing (alternatively by e-mail) before the date of the event.

The Lessor can withdraw from the rental contract no later than four weeks prior to the agreed rental, if the rental object is urgently needed for the Lessor's own purposes and the said need was not foreseeable at the time of signing. The Lessee cannot demand compensation in such a case as long as credible grounds for termination are presented.

6.2. Extraordinary Termination

The Lessor is entitled to terminate the contract without notice if it has just cause to do so.

A just cause shall be deemed to exist if the Lessee is in serious breach of his/her contractual obligations and/or if an event other than that agreed is held or there are reasons to fear it might be.

7. Severability Clause

Should any one of these terms of contract prove null and void, this shall not nullify the contract in its entirety.

8. Final Provisions

8.1. The contract is subject to Swiss law, in particular the terms of the Swiss Code of Obligations (OR).

8.2. The place of jurisdiction for any disputes shall be Basel-Stadt.

9. General Terms and Conditions – Annexes

The following annexes are an integral part of these General Terms and Conditions:

- HMB-Raumvermietung-Hausordnung.pdf
- HMB-Raumvermietung-Barfuesserkirche.pdf
- HMB-Raumvermietung-Musikmuseum.pdf
- HMB-Raumvermietung-Haus-zum-Kirschgarten.pdf
- HMB-Raumvermietung-Offerte.pdf