

# Terms and Conditions for Congresses and Events

BERNEXPO AG  
Mingerstrasse 6  
3014 Bern, Switzerland

These special terms and conditions govern the rights and obligations of BERNEXPO as the lessor and the customer as the lessee (each individually also referred to as a party and jointly as the parties).

## 1. Conclusion of contract

### 1.1. Formation

The temporary use of the BERNEXPO premises and the surrounding areas (outdoor areas) requires a written order confirmation accepted by the parties.

1.2. If the arrangements in the order confirmation differ from those in these Terms and Conditions, the arrangements in the order confirmation will take precedence.

1.3. These Terms and Conditions, including the additional conditions of BERNEXPO referred to herein (in particular, the General Regulations, the House Rules and the Technical Guidelines), constitute an integral part of the order confirmation.

## 2. Object of the contract

2.1. BERNEXPO AG provides the lessee with the premises and infrastructures on the BERNEXPO site as defined in the order confirmation for the purpose of holding the event defined in the order confirmation for the duration specified in the order confirmation.

2.2. The lessee must ensure that no third-party rights are infringed while it is using the premises. This includes in particular respecting BERNEXPO's existing obligations to its partners regarding the operation, management and marketing of the halls.

2.3. The lessee undertakes to independently obtain any permits and approvals required for holding the event and to comply with all statutory provisions as well as the provisions of the BERNEXPO General Regulations. Furthermore, the lessee bears full responsibility for any loss or damage incurred by BERNEXPO, its partners or third parties due to actions or omissions attributable to the lessee, and the lessee undertakes to indemnify BERNEXPO against any claims by third parties and to hold it completely harmless.

## 3. Rental period

The rental period is based on the dates and times defined in the order confirmation.

## 4. Cost summary

The module costs and the services included are set out in the order confirmation. Where services are not explicitly listed in the module costs, they are considered additional services and will be charged separately.

Additional services for staff and other services can be ordered from BERNEXPO by the lessee, provided they are offered and available. The lessee is obliged to request additional

services as early as possible. BERNEXPO will make every effort to provide additional services according to the needs of the lessee.

Additional services will be billed on the basis of those offered by BERNEXPO and either confirmed or actually used by the lessee.

**5. Staff costs**

The staff costs mentioned in the module descriptions are included in the module costs up to a specific amount, which is based on historical figures.

Staffing services exceeding this are charged on an hourly basis. Unless the parties have agreed otherwise in writing, the hourly rates for staff set out in Annex I apply.

**6. Cleaning**

BERNEXPO handles basic cleaning of the premises, which is included in the module costs. Additional cleaning services and on-call services are charged on a time and materials basis (see Annex I).

**7. Other BERNEXPO services**

BERNEXPO provides event-specific signage throughout the building.

General lighting, heating, the air conditioning system, ventilation and electricity consumption are included in the rental charge.

Any additional equipment, decorations, technical installations, etc., are charged on a time and materials basis in accordance with the applicable price list or as per a specific quote provided. Any costs for third-party suppliers are passed on.

**8. Decorations**

The lessee is not permitted to put up decorations or set up technical installations on the premises without the lessor's written consent. In the event of a breach of this provision, the lessee will be liable for all direct or indirect loss or damage (including any costs for restoring the original condition). The lessee will also be liable for any damage incurred by BERNEXPO as a result of decorations that were put up or installations that were set up with BERNEXPO's consent but in an improper fashion (e.g. in a manner that damages the fabric of the building).

**9. Status and validity of the quote**

A provisional reservation is binding only in conjunction with a date option. If the lessee fails to meet the corresponding deadlines (date option), the lessor is entitled to release the date to third parties after the expiry of the period of validity.

**10. Rooms and capacities**

The lessee will receive a provisional room allocation with the quote, based on the stated capacities. Where BERNEXPO is able to offer multiple room options for the same capacities, it reserves the right to make the final room allocation or reassignments at short notice (see also section 20).

**11. Seating/infrastructure**

Unless specified otherwise, the premises will be set up in accordance with the specifications in the order confirmation and any room plans. A flat-rate fee of CHF 850 per room per day is charged for any additional seating rearrangements following contract conclusion.

**12. Wi-Fi**

Wi-Fi is available in the congress centre free of charge to the lessee (BERNEXPO\_FREE). The configured speed is sufficient for non-multimedia applications and is limited to 2 Mbits down/2 Mbits up per user. Use requires a free SMS login.

Higher bandwidth is available via the paid Wi-Fi service (BERNEXPO\_BUSINESS). The costs are set out in Annex I.

Bespoke solutions are available on request.

**13. Marketing/social media**

BERNEXPO is entitled to use the lessee's company name, the event logo(s) and any media material (images, videos, etc.) created by the lessee or third parties at or in connection with the event for BERNEXPO's own digital channels (social media, website, etc.) for informational and promotional purposes. Such use is permitted for an unlimited period of time. The lessee hereby gives its express consent to this. BERNEXPO warrants that such use will not infringe any third-party rights (including applicable copyrights, personality rights and data protection rights). Where BERNEXPO uses images created by itself, third parties or the lessee in connection with the lessee's company name or event logo, it does so at its sole discretion. Media material created by BERNEXPO is the sole property of BERNEXPO, and its use by the lessee requires BERNEXPO's prior written consent.

BERNEXPO may publish the lessee's events on the website calendar and on its own online channels (e.g. social media) and may use images and videos created by itself or provided for reference and communication purposes for an unlimited time. Consent is considered granted unless an objection is made in writing.

**14. Catering**

Restaurant operations are handled by BERNEXPO and its catering partner, 24/7 Catering & Events.

No third-party catering is permitted on the premises. The prices include catering staff, table settings and furniture. Our full range of F&B documents can be found at [www.bernexpo.ch/downloads](http://www.bernexpo.ch/downloads).

If the number of participants for the catering changes, this must be communicated in writing at least 7 days before the event. Should this number end up being less than originally planned, the originally announced number of attendees will be billed. If the number of participants exceeds the planned number, the higher amount will be charged.

Should the number of participants increase and should the lessee fail to give due notification, BERNEXPO and its catering partner expressly accept no obligation to ensure adequate food and beverage provision.

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24/7 Catering & Events  
Mingerstrasse 12  
CH-3014 Bern  
T: +41 31 332 56 44  
[info@twentyfourseven.ch](mailto:info@twentyfourseven.ch)  
[www.twentyfourseven.ch](http://www.twentyfourseven.ch)

**15. Security monitoring**

The lessee is responsible for security on the premises during the event, but BERNEXPO handles this on the lessee's behalf and at the lessee's expense. The lessee bears sole responsibility and liability for any security incidents, other than where these incidents are attributable to BERNEXPO's grossly negligent or wilful mismanagement of security arrangements. The lessee's right of recourse against the security provider in accordance with statutory provisions remains reserved.

**16. Insurance**

The lessee is responsible for taking out and maintaining adequate insurance for the duration of the event, covering loss or damage of any kind and the theft of event materials, items brought onto the premises and third-party property. BERNEXPO expressly accepts no liability for any damage, loss or theft occurring during the rental period. The lessee is solely responsible for maintaining adequate insurance cover.

**17. Parking spaces**

Around 2,000 parking spaces are available on the exhibition premises. These include around 1,000 underground parking spaces and 1,000 in the outdoor areas. The applicable parking fees are set out in Annex I.

**18. Advertising spaces**

The billboards and screens in the exhibition halls, in the outdoor areas and in the multi-storey car park are managed by the lessor. It is possible to rent advertising spaces to third parties during the term of the contract. In this case, the lessee has no claim to financial compensation. The lessor reserves the right to use the billboards itself or to offer them to the exhibitors as a service. If advertising spaces are available, the lessee may, after consultation with the lessor, acquire the right to use these spaces itself. The prices are determined by the lessor's price list, as amended.

**19. Smoking prohibition**

Smoking is prohibited anywhere on the BERNEXPO premises. This is based on the applicable legal framework, in particular the Canton of Bern Act on Protection against Passive Smoking (BSG 811.51). The lessee is obliged to comply with this without restriction and to ensure that the smoking prohibition is duly observed during the event.

**20. Special provisions**

BERNEXPO reserves the right to adjust and change building and room allocations at short notice at no cost to the lessee. The lessee has no right to withdraw from the contract other than as set forth in section 21, nor does it have any right to compensation as a result of such adjustments or changes. The lessee may claim a reasonable reduction in the fee charged

by BERNEXPO only if it can demonstrate that the adjustments or changes significantly diminish the value of BERNEXPO's contractual services provided to the lessee (e.g. by the allocation of a significantly smaller space or as a result of a significant restriction of technical capabilities).

## 21. Terms and conditions of withdrawal

Spaces & services – fees are tiered according to the main modules as per the quote. BERNEXPO is entitled to the following:

|                       |                           |
|-----------------------|---------------------------|
| More than 12 months   | CHF 1,800 processing fee  |
| 12 months to 9 months | 50% of the module prices  |
| Less than 9 months    | 100% of the module prices |
| More than 9 months    | CHF 850 processing fee    |
| 9 months to 6 months  | 50% of the module prices  |
| Less than 6 months    | 100% of the module prices |
| More than 4 months    | CHF 500 processing fee    |
| 4 months to 2 months  | 50% of the module prices  |
| Less than 2 months    | 100% of the module prices |

### Catering

|                                    |                         |
|------------------------------------|-------------------------|
| Up to 14 days before the event     | CHF 200 processing fee  |
| 13 days to 4 days before the event | 50% of the order price  |
| 3 days or less before the event    | 100% of the order price |

Services rendered by BERNEXPO up to the time of withdrawal will be charged to the lessee at the applicable rates.

## 22. Force majeure

Force majeure means events beyond the control of BERNEXPO or the lessee that could not have been foreseen or avoided despite due diligence and that prevent the performance of the contract or the holding of the event in full or in part (e.g. natural events, war, acts of terrorism, pandemics, official prohibitions or comparable circumstances). In such cases, the mutual rights and obligations under this contract will cease to apply without either party – in particular the lessee – being liable for damages or costs. BERNEXPO is entitled to withdraw from the contract only if an event of force majeure renders the holding of the event objectively impossible.

## 23. Challenge of a provisional reservation

If a potential customer requests premises that are already provisionally reserved, they may challenge the provisional reservation and request that it be confirmed or released.

In such cases, the customer holding the provisional reservation will immediately be notified of the challenge and given 72 hours to either confirm the reservation or release it.

If the customer does not confirm within this period, the provisional reservation will lapse automatically, and the premises will be allocated to the customer who challenged the provisional reservation.

In the case of a challenge, the customer with the provisional reservation must sign the order confirmation immediately and pay a deposit of 80% of the quoted module costs within 30 days of the provisional reservation being challenged.

**24. Liability**

The lessee is liable for any loss or damage that it or its employees or agents cause. BERNEXPO is liable only for loss or damage caused by wilful or grossly negligent conduct of BERNEXPO or its agents. Any further liability is excluded to the extent permitted by law, in particular for theft, loss of or damage to personal belongings, loss or damage caused by other users, accidents as a result of non-compliance with the BERNEXPO General Regulations and force majeure.

Where mandatory statutory liability applies, BERNEXPO's liability is limited to direct damages and capped at the amount of the contractual fee.

The lessee is required to take out adequate liability insurance and must provide proof of this to BERNEXPO upon request.

**25. Terms of payment**

|                          |  |
|--------------------------|--|
| Upon contract conclusion | 20% of the module prices   |
| 60 days before the event | 80% of the total amount, minus the first payment on account  |
| After the event          | Any additional charges will be included in the final invoice.<br>The final invoice is payable within 10 days of receipt. |

If the deposit is not paid on time, the lessor can withdraw from the contract. Costs already incurred will be charged to the lessee.

**26. Prices, taxes, charges**

Unless expressly stated otherwise in the order confirmation, in quotes for additional services or in these Terms and Conditions, all prices are in Swiss francs and exclusive of VAT and any other applicable taxes and charges.

The agreed prices are subject to periodic adjustment based on how the Swiss Consumer Price Index (CPI) changes compared with the index level at the time of contract conclusion. The lessor is entitled to adjust prices accordingly on a regular basis.

**27. Data protection**

BERNEXPO processes personal data in accordance with the requirements of Swiss data protection legislation. Further information on how BERNEXPO processes personal data can be found in the Data Protection Policy (available at: <https://bernexpo.ch/en/legal>).

The lessee acknowledges BERNEXPO's Data Protection Policy and must in turn ensure that its own processing of personal data complies with applicable data protection legislation at all times.

**28. Requirement of written form**

Any termination, amendment or supplementation of these Terms and Conditions and/or the order confirmation must be made in writing to be valid (whereby any other means recognised between the parties that enables proof in text form (e.g. scans, e-mails, electronic signatures, etc.) are to be considered equivalent).

**29. Applicable law/jurisdiction**

This contract is governed exclusively by Swiss law, excluding the provisions on private international law and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract is Bern.

BERNEXPO AG

Bern, March 2026

## Appendix I / Personnel & Service Rates 2026

### Personnel Rates

|                           |              |
|---------------------------|--------------|
| Hall Manager (Mon–Fri)    | CHF 95.00/h  |
| Hall Manager (Sat)        | CHF 118.75/h |
| Hall Manager (Sun)        | CHF 142.50/h |
| Project Manager (Mon–Fri) | CHF 145.00/h |
| Project Manager (Sat)     | CHF 181.25/h |
| Project Manager (Sun)     | CHF 217.50/h |

### Parking fees

Parking fees are available online at the following link:



[www.bernexpo.ch/parking](http://www.bernexpo.ch/parking)