

General terms and conditions of the
Offene Kirche Elisabethen (Open Church Elisabethen)
Rental of the church Elisabethen

1. General conditions

The Offene Kirche Elisabethen (hereinafter referred to as OKE) is in economic regards a largely independent institution which has to generate its means itself, mostly by renting out the church building for various purposes. To a great extent, the church building simply becomes a festive, spacious, neo-gothic house then.

Many of the objects carrying a religious meaning (choir stalls, benches, windows) might be profaned by a non-religious use, but not debased! Against the background of the mission and the mode of operation (economic viability) of the OKE, this is understandable and to be accepted.

Requests for a rental of the church Elisabethen must be submitted via email or post to the OKE.

2. Scope

The general terms and conditions (hereinafter referred to as GTC) govern the rental of the rooms of the OKE to third parties as well as all services linked to the rental.

3. Conclusion of the contract

The contract between the OKE and the organizer becomes binding with the organizer's signing the order confirmation. The GTC are an integrated part of the contract concluded by the signed order confirmation.

The OKE reserves the right to refuse requests for rental and use without giving reasons. Requests for use and rental are processed in the order of their arrival.

Unless agreed otherwise, the church will be handed over equipped with basic seating and must be returned at the end of the rental period to the OKE team in this condition.

4. Tariff policy and fees

All prices are quoted in Swiss francs excluding the possibly applicable VAT. The rental fees are detailed in the order confirmation.

The final invoice will be issued after the event, the payment period is 10 days from the date of the invoice.

5. Cancellation

The cancellation of the rental must be sent via mail or email. The organizer will be charged with cancellation fees the amount of which depends on the time of cancelling:

- Up to 90 days before the event: free of charge

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- from 90 to 60 days before the event: 50 % of the rental fee as well as expenses already incurred
- from 60 to 0 days before the event: 100% of the rental fee as well as expenses already incurred.

These provisions apply from the date of the order confirmation.

6. Use

Generally, the OKE provides the organizer with the entire church room for a non-ecclesiastical use. However, there might be another exhibition taking place at the same time at the walls or on the gallery, in which case the tenant would be informed prior to the event. There is also the possibility that the setup of the event must be interrupted, i.e. for one of the events regularly offered by the OKE itself. The tenant would also be informed of these circumstances beforehand.

- As a rule, the following is forbidden in the church room of the OKE:
 - Consumption of tobacco and beverages with more than 20% alc/vol.
 - The use of the pulpit and the altar
 - Constructions covering the choir windows
 - Crossbeams and fog machines / hazers
 - Base and sub-base speakers
 - Events which
 - o Discredit human dignity,
 - o Discriminate in any way,
 - o Glorify violence,
 - o Violate the law,
 - o Aim at abusing the symbolic significance of the church building voluntarily or accept it
 - o Are not ecclesiastical, i.e. not hosted by a priest of a Landeskirche officially recognized by the Swiss state, but are held on occasion of a birth (similar to a baptism), an initiation (similar to a confirmation), a wedding (similar to a church wedding) or a mourning.

Clerical rituals and ceremonies (baptism, wedding, abdication, etc.) must be hosted and accompanied by a priest of an officially recognized Landeskirche.

For static reasons, the maximum wattage of the stereo system must not exceed 20,000 watts and the base-frequency-filter DSP of the OKE must be interposed before the power amplifier of the system.

Three exits (main entrance, side entrance, sexton room) are emergency exits. The escape routes have to remain clearly marked and must not be blocked or obstructed at

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any time. A foam fire extinguisher is located in front of the sexton room and a mobile CO2 fire extinguisher inside the sexton room; both have to remain readily accessible

In accordance with the fire authority regulations, the capacity of the church is limited to 700 people. These regulations must be complied with by all tenants or users of the church.

The organizer is responsible for the proper use of the rented infrastructure (rooms, furniture, technical appliances, facilities, etc.) in accordance with the instructions of the OKE. The OKE must be informed of any possible defect or malfunction immediately.

In order to avoid damage to the delicate church floor, heavy materials and heavy vehicles of more than 40 kg must only be moved over the stone floor of the church.

A program and a time scheduling, in the case of speeches the name of the speaker(s) and the topic must be given with the reservation request or two days before the event at the latest. If the content and/or the scheduling conflict(s) with the regulations of number 6 hereof, the OKE is entitled to cancel the contract immediately, whereby the cancellation provisions of number 5 at the expense of the renter remain untouched.

7. Period of use

Unless agreed otherwise, the period of use for a private event starts at 2 pm on the day of the event and ends at 10 am on the following day. The closing of the church building, i.e. the exclusion of visitors, is only possible one hour before the event starts, but at 5 pm at the earliest.

The period of use for public events is set by prior arrangement.

Should the period agreed upon be exceeded, an additional hourly fee subsequently will be charged in accordance with the conditions stipulated in the applicable rental contract. We will additionally charge all expenses incurred due to the exceeding of the time period agreed.

If the rental period includes the usual opening hours of the Café-Bar, its tenant Jörn Schärer (phone: 061 271 12 25) is entitled to keep the Café-Bar open and to use the bathrooms of the church. Should this not be possible, the organizer has to provide a replacement. Arrangements are to be made with the tenant directly.

8. Liability

All liability of the OKE for personal, material or economic damage is precluded as far as legally permissible. The OKE particularly rejects all liability for lost or damaged property of the organizer, his guests or third parties.

The organizer is responsible for the behavior of his guests and his staff. He incurs liability for all damages caused by them to the rented facility and infrastructure, irrespective of his personal involvement.

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9. Third party services / Catering

Should the OKE obtain institutions or services of third parties for the organizer, it acts by order and for account of the organizer. He will therefore be invoiced with those services directly by the service provider.

The RadissonBlu and the Café-Bar Elisabethen are catering partners of the OKE. However, the organizer is free to choose any partners he likes.

10. Insurances

The organizer is responsible for providing adequate insurances for the event (third party damage, accidents of staff, etc.). The OKE may demand the organizer to provide corresponding insurance certificates.

11. Authorizations

The organizer is responsible for fees and taxes (especially, but not exclusively the SUISA fees) as well as for obtaining the necessary authorizations (liquor or common license, etc.).

12. Advertising & Presentation

Public event information and advertising by the organizer require the prior written approval by the OKE. The correct details of the event location are as follows:

Offene Kirche Elisabethen
Elisabethenstr. 14
4051 Basel

SWITZERLAND

Tram stop "Bankverein"

Please do not indicate the phone number.

The OKE management may demand the presentation of the complete texts of the publication as well as of posters, advertisements, flyers, etc.

300 flyers or leaflets can be sent to the OKE (not bigger than A5 format) which can be displayed in the church, as well as 6 posters (A3 format) to be presented in and in front of the church.

Upon request we can include the event in the event overview (Veranstaltungsprogramm der Offenen Kirche Elisabethen, circulation 7,500) and on our web page (www.offenekirche.ch).

Should pictures of the Elisabethenkirche be used commercially, the OKE reserves the right to inspect those pictures prior to the publication and, if necessary, to prohibit the publication.

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13. Handover of the building after the contract period

Unless agreed otherwise, the church is to be handed over after the contract period in the same condition it was handed over to the organizer at the beginning of the contract period.

In the case of public events, the church must be handed over clean-swept, after private events in a thoroughly cleaned condition. Subsequent cleaning will be charged.

14. Severability clause

A possible invalidity of a provision of the present GTC does not affect the validity of the remaining provisions.

15. Coming into force, jurisdiction and applicable law

The present GTC are governed by the Swiss law and came into force on August 1, 2017. Basel city shall be the only jurisdiction applicable for all disputes arising from or in relation to this contract.

The renter:

