

General Terms and Conditions of the Offene Kirche Elisabethen Rental of the Elisabeth Church

1. General

OKE (Offene Kirche Elisabethen) is largely an economically independent institution that must generate its own funds, primarily through renting out the church building for various purposes. The church building then becomes a festive, spacious neo-Gothic house.

Items of ecclesiastical significance (choir stalls, pews, windows) are repurposed for non-church use, but not devalued. This is understandable and acceptable given the mission and operations of OKE.

Requests to rent the Elisabeth Church must be submitted via email or post.

2. Scope

These General Terms and Conditions (GTC) govern the rental of OKE's premises to third parties and all related services.

3. Contract Conclusion

The contract between OKE and the tenant (hereinafter only the male form is used) becomes binding upon the tenant signing the order confirmation. The GTC are an integral part of the contract concluded with the signed order confirmation.

OKE reserves the right to reject rental and usage requests without providing reasons. Usage and rental requests are processed in the order in which they are received.

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

4. Tariff and Fees

All prices are in Swiss Francs, excluding any applicable VAT. The rental costs are specified in the order confirmation.

The final invoice is issued after the event, with a payment term of 10 days from the invoice date.

For new customers, OKE reserves the right to demand payment of the rental fee before the event.

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5. Cancellation

Cancellation of the rental agreement must be made via email or post. Cancellation fees apply, depending on the time of cancellation:

- Up to 180 days before the event: free of charge
- From 180 to 90 days before the event: 50% of the rent and already incurred expenses
- From 90 to 0 days before the event: 100% of the rent and already incurred expenses

These provisions apply from the date of the order confirmation

6. Use

OKE generally makes the entire church space available to the tenant for non-church use. However, with prior agreement, an exhibition may be held on the walls or in the gallery parallel to an event, and/or objects may be stored in front of the church. It may also be necessary to interrupt the setup for an event, for example, for OKE's regular offerings.

The following are generally prohibited in OKE's church space:

- Consumption of tobacco and alcohol with more than 20% vol.
- Use of the pulpits and altar
- Structures that obscure the choir windows
- Cross trusses and fog machines/hazers. ONLY pure dry ice effects are allowed, i.e., liquid CO₂ or solid CO₂ in pellets/slices. Spraying must NOT occur directly on wall and column parts or furniture and must occur in open space.
- Bass and sub-bass speakers
- Events that:
 - Discredit human dignity, particularly promoting or encouraging homophobic, anti-Judaic, or misogynistic attitudes
 - Discriminate in any way
 - Glorify violence
 - Violate or disregard applicable law
 - Misuse or consciously provoke the symbolic meaning of the church building
 - Are not ecclesiastical, i.e., not led by a regional church pastor but are conducted for birth-related occasions (similar to baptism), transitions into adulthood (similar to confirmation), weddings (similar to church weddings), or mourning

Church rituals and ceremonies (baptism, wedding, funeral, etc.) must be led and accompanied by a regional church pastor. OKE reserves the right to claim damages of CHF 20,000 in the event of a breach of contract.

For structural reasons, the maximum power of the sound system must not exceed 20,000 watts, and the OKE's bass frequency filter DSP must be placed before the system's amplifier. The tenant is responsible for complying with legal requirements for sound events set by the federal and cantonal authorities. In Basel, the Department of Noise Control at the Office for Environment and Energy (AUE) is responsible.

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Three exits (main entrance north, side entrance north, sacristy) are emergency exits. Escape routes must remain clearly marked and must not be obstructed at any time. If necessary, the tenant must provide personnel to open the emergency exits. A foam fire extinguisher is located in front of the sacristy, and a mobile CO2 fire extinguisher is located in the sacristy, both of which must remain freely accessible. Additionally, a defibrillator is located in the service room, which must also remain freely accessible at all times. All important information is provided on the safety and locking plan.

According to fire safety regulations, the church's capacity is limited to 550 people. These regulations must be adhered to by all tenants or users of the church. Further details can be found in the safety and locking plan.

These guidelines must be strictly followed by tenants or users of the church; otherwise, a penalty will be imposed.

The tenant is responsible for the proper use of the rented infrastructure (rooms, furniture, technical equipment, etc.) according to OKE's instructions. Any defects or disturbances must be reported to OKE immediately. The tenant is solely liable for any damages.

To avoid damage to the sensitive church floor, heavy materials or equipment weighing more than 40 kg per wheel/foot can only be moved on the stone floor within the church.

For all events, the content program and schedule must be specified in the reservation request, but no later than two days before the event. For lectures, the speaker's name and the topic must be provided. If the content and schedule violate the provisions of section 6, OKE is entitled to terminate the contract without notice, and the cancellation policy under section 5 will apply at the tenant's expense.

7. Usage Duration

Unless otherwise agreed, the usage duration for a regular closed event starts at 2 PM on the day of the event and ends at 10 AM the following day. The church building can be closed to the public one hour before the event begins, but no earlier than 5 PM. If setup and delivery of materials occur before the church opens at 10 AM, this is only possible with prior arrangement with OKE and for an additional fee (church time and staff effort, usually the technician/sacristan).

The usage duration for public events is determined by agreement.

If the agreed time is exceeded, an overtime fee will be charged on an hourly basis. The amount is determined by the conditions specified in the respective rental agreement. Additionally, all costs incurred due to the time overrun will be charged.

If the rental agreement applies during the café-bar's opening hours, the tenant, Jörn Schärer (T.: 061 271 12 25), has the right to keep the café-bar open and use the church's toilets. If this is not possible, arrangements must be made. Agreements are made directly with the tenant.

8. Liability

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Any liability of OKE for personal, property, or financial damage is excluded to the extent permitted by law. In particular, OKE disclaims liability for lost or damaged items belonging to the tenant, his guests, or third parties.

The tenant is liable for his guests and employees to OKE as well as to his guests and employees for their health (light, noise, and other factors). He provides the necessary infrastructure and materials for the health of guests and employees. The tenant is liable regardless of fault for their damage to the rented infrastructure.

9. Third-Party Services/Catering

If OKE procures facilities or services from third parties for the tenant, it acts on behalf and at the expense of the tenant. These services will be billed by the service provider or directly by OKE to the tenant.

OKE is happy to recommend its long-standing catering and party rental partners upon request. However, the tenant is not bound to choose these partners.

10. Insurance

Insurance for the event (liability, employee accidents, etc.) is the responsibility of the tenant. OKE may require proof of insurance from the tenant.

11. Permits

The tenant is responsible for fees and taxes (especially but not limited to SUIZA fees) as well as for obtaining all other necessary permits (public area/alcohol permits, noise control, etc.).

12. Advertising & Appearance

Public event notices and advertising by the tenant require prior written approval from OKE. The correct information for the event location is:

Offene Kirche Elisabethen
Elisabethenstr. 14
4051 Basel

Please do not include a phone number.

OKE management may require the submission of the complete texts of the performance as well as planned posters, advertisements, flyers, etc.

300 handouts or flyers (no larger than A5 format) can be sent to OKE to be displayed in the church, as well as 3 posters (A3 format portrait) to be hung in and in front of the church.

Additionally, the event can be advertised in the event program of the Offene Kirche Elisabethen (POK) as well as on the website (www.offenekirche.ch) and social media platforms, by arrangement. Prices can be found in the price list of Offene Kirche Elisabethen.

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For commercial use of images of the Elisabeth Church, OKE reserves the right to review these before publication and, if necessary, prohibit publication.

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13. Handover of the Building After the End of the Contract

Unless otherwise agreed, the church must be handed over in the same condition as it was received at the start of the rental period.

For public events, the church must be handed over in a broom-clean condition, and for closed events, in a thoroughly cleaned condition. Additional cleaning will be charged at CHF 65/hour. In the case of severe contamination, OKE will hire a cleaning company at the tenant's expense. For parties and large events, the church must be cleaned by a professional cleaning company hired by the tenant. The tenant must submit the order confirmation at least four weeks before the event. For parties and large events, all technical equipment and other furniture must be removed from the church by 6 AM so that there is enough time for thorough cleaning.

14. Severability Clause

The possible invalidity of any provision of these GTC does not affect the legal validity of the remaining provisions.

15. Jurisdiction and Applicable Law

The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Basel-Stadt.

Note: This is a translation from the original German version available on www.your-venue-basel.com. Translation errors may be present. The legal version is the German text, and the English version is for informational purposes only.