

Locarno

Elena Del Carlo
PalaCinema Locarno SA
elena.delcarlo@palacinemalocarno.ch

General Terms and Conditions of Lease at PalaCinema Locarno SA

The following terms govern the events of PalaCinema Locarno SA that take place in the Spazio PalaCinema, on the Terrazza PalaCinema and in the Ala PalaCinema.

Hirer/Organiser

1.

Whoever rents and uses the above-mentioned spaces on the third floor of PalaCinema Locarno SA signs a contract with it and undertakes to observe its terms and conditions. These regulations are an integral part of the contract.

2.

The room rental prices at PalaCinema Locarno SA only include the space, without other support services such as technology, logistics, event management, security and f&b services. PalaCinema Locarno SA is invoiced directly to the customer regardless of other services provided by internal (cinema, bar/restaurant) or external (technical, f&b, event management, logistics, security, etc.) suppliers.

3.

PalaCinema reserves the right to decline events. Events that may cause damage to its reputation and image and that include elements of an extremist, denigrating, discriminatory, racist nature will not be considered.

4.

Reservation terms and conditions: The Hirer/Organiser requests in writing the reservation of the rooms (with any additional services) with PalaCinema Locarno SA, as well as the costs arising therefrom. The reservation and the services provided by PalaCinema Locarno SA, as well as their costs, shall be communicated to the Hirer/Organiser in writing. The confirmation/agreement must be signed by the user within 14 days of the booking, otherwise it will be forfeited. The costs generated by external agencies chosen by the customer shall be invoiced separately. External agencies must be agreed with PalaCinema Locarno SA.

5.

Cancellation / Postponement of Events

If a definitely confirmed event is cancelled, it must be cancelled in writing no later than 4 weeks before the start of the event.

In the event of cancellation between 15-30 days before the event, half of the space rental and any additional service costs will be charged. In the event of cancellation between 0 and 14 days before the event, 100% of the room hire (and any additional services) will be charged.

6.

Payment Conditions and Advance Payments

The prices of rentals and services are indicated in the confirmation letter.

In order to secure the booking, the following payment terms must be observed:

- The room rental must be paid no later than 2 weeks before the event.
- Any additional costs will be invoiced after the event.

7.

Use of Premises / Damage to Rented Objects

All premises, equipment and furniture are supplied in perfect condition.

The use of the premises is subject to the usual duty of care. The Hirer/Organiser is responsible for the Users/Guests.

Adhesive tapes may not be applied to the resin flooring.

7.1.

Any damage found, particularly to the cement resin floor, walls, fixtures, and terrace elements shall be repaired at the expense of the Hirer/Organiser. Repairs shall be carried out by and on behalf of PalaCinema Locarno SA and shall be invoiced to the Hirer/Organiser.

7.2.

Insurance

The Hirer/Organiser is responsible for the insurance of the exhibits, its users/guests, as well as additional objects brought to the event by the Hirer/Organiser.

7.3.

At the end of the rental period, the Hirer/Organiser shall immediately return the rented premises in order and in the same condition in which they were rented. Additional dismantling days not agreed upon in advance shall be invoiced at the daily rate for dismantling.

8.

Liability

All risks - insofar as there is no liability for PalaCinema Locarno SA - are borne by the Hirer/Organiser. In particular, PalaCinema Locarno SA accepts no liability for the loss of objects and valuables belonging to the Hirer/Organiser and its Users/Guests.

8.1.

Liability for Damage

In the event that the Hirer/Organiser causes damage through negligence or voluntarily, the Hirer/Organiser is obliged to compensate for such damage in full. PalaCinema Locarno SA also reserves the right to use claims for any period of inactivity of the hall and all or part of the equipment, for the rental of replacement equipment, for non-use, resulting from the aforementioned negligence or omissions.

8.2.

Liability Insurance

Each Hirer/Organiser must have taken out a liability insurance policy valid in Switzerland for a minimum cover of CHF 5 000 000 against damage caused to third parties (property and persons).

8.3.

Smoking Ban

Smoking is strictly forbidden in all the auditoriums of PalaCinema Locarno SA, except on the Terrace in accordance with the safety regulations. If the ban is not observed and the security alarms are triggered, PalaCinema Locarno SA will invoice the Hirer/Organiser for all intervention costs. Should "smoke effects" be expected due to event requirements, the technical service of PalaCinema Locarno SA must be informed in advance in order to direct the security service.

9.

Equipment / Technical Installations

The premises will be equipped as agreed between the two parties, taking into account the safety regulations of PalaCinema Locarno SA and with the involvement of our technical service and/or external technical services. Additional expenses will be invoiced separately.

10.

Special Clauses

PalaCinema Locarno SA accepts no liability either towards the artists or the audience for any problems of the Hirer/Organiser, in particular in the event of cancelled or interrupted performances.

11.

Advertising

Individual information panels are allowed inside and in agreement with PalaCinema Locarno SA outside to inform guests.

The inclusion of PalaCinema Locarno SA's logo on behalf of third parties must be authorised by PalaCinema Locarno SA.

12.

Catering

Catering must be agreed with our catering partners according to the guidelines concerning PalaCinema Locarno SA's spaces. PalaCinema Locarno will provide suggestions on request.

13.

Requests for commercial exhibitions on Piazza Remo Rossi must be submitted to the Management of PalaCinema Locarno SA, which in turn shall submit them to the Municipality of Locarno for evaluation. The price for commercial exhibitions on Piazza Remo Rossi shall be subject to the municipal ground occupation tariffs in Zone 1 / Old Town. Any exceptions in connection with major events require a written agreement.

14.

Acknowledgement of this agreement

The Hirer/Organiser expressly acknowledges having received the terms and conditions contained herein and accepts them in full by signing the order confirmation.

These regulations were adopted by PalaCinema Locarno SA on October 2023. Changes by PalaCinema Locarno SA are always possible without prior notice.