

## **Contractual provisions governing the charter of boats operated by the Lake Zurich Navigation Company (ZSG)**

### **1. Vessel deployment**

Whenever possible the Lake Zurich Navigation Company deploys the specific vessel which has been ordered. However, the company reserves the right – in exceptional cases – to deploy an alternative boat which, whenever possible, should be no smaller than the ordered boat.

### **2. Preparation**

The cruise vessel will usually be ready at the landing stage 10 to 15 minutes before the confirmed departure time. However, scheduled regular passenger services have priority at the landing stage. The time required for preparation and decoration of the chartered vessel at the dockyard is estimated at one hour and is included in the cruise price. At the dock area only one car parking place is available per cruise event.

### **3. Offers**

Offers made by the ZSG are limited in time (as detailed in writing). The first 3 offers are free of charge. Every additional offer will be invoiced at CHF 250. In the event of a definite reservation, this amount will then be deducted from the invoice.

### **4. Route**

In general the boat crew keeps to the agreed cruise route. Any pre-agreed special arrangement(s) will be detailed in the order confirmation. In exceptional cases, certain requests can be made to the captain at short notice and carried out at his discretion and depending on safety considerations.

### **5. Conditions of payment**

The conditions of payment are detailed in the order confirmation. Unless otherwise agreed, the full amount (100%) of the agreed cruise price is to be paid up to 1 month before commencement of the cruise.

### **6. Lake Zurich Gastronomy**

Lake Zurich Gastronomy is the catering partner of the Lake Zurich Navigation Company (ZSG) and its entire fleet. A ZSG charter cruise without catering by Lake Zurich Gastronomy is therefore not possible.

### **7. Sound level and laser regulations**

On all the open decks of ZSG vessels, musical entertainment and presentations are not permitted after 22.00 hrs. This regulation is in accordance with Zurich city legislation aimed at protecting audiences from exposure to harmful sound levels. The use of outdoor loudspeakers is therefore authorized only up until this time. After 22.00 hrs. music and dancing must be restricted to within closed rooms and premises in which all windows and doors are closed. Full compliance with these regulations is the responsibility of the charterer of the boat (the event organizer). Please note that for all dance events (whether or not continuing beyond 22.00 hrs.) prior authorization is required from the ZSG. This is necessary to ensure that vibrations and oscillations do not adversely affect the safety of the boat or result in deformation of any vessel components. DJs are required to ensure that the hourly maximum sound level of 90dB(A)Leq60 is at no time exceeded. When arriving at and departing from landing stages, music must either be stopped or the sound level reduced. The event organizer is responsible for ensuring that at the end of the cruise passengers leave the vessel in a peaceful and orderly way. Under certain circumstances, consideration may be given to the employment of security personnel to ensure an orderly disembarkation procedure. Clearing up work at the dockyard must be carried out as quickly and quietly as possible.

### **8. Drug and alcohol abuse**

Any unruly behaviour endangering the safety of cruise participants is not permitted. ZSG fleet personnel are therefore authorized to refuse any such offending passenger(s) admission to the boat or to order them off the vessel at the next landing stage. The event organizer is responsible for ensuring that there is no on-board illegal use of drugs or alcohol. Any disregard of these provisions may result in police intervention.

### **9. Weather**

In the event of bad weather conditions (storm, fog, etc.) it may not be possible to adhere to the confirmed cruise timetable. Should it be necessary to change the cruise timetable or route, the ZSG cannot be held responsible for any resulting damages. Charter vessel exteriors will be decorated only during daytime hours, weather conditions permitting.

### **10. Cancellations and amendments**

In the event that a charter cruise which has been confirmed in writing is cancelled by the charterer prior to 3 months before the travel date, a processing fee of CHF 300 will be charged. For later cancellations, the following processing fees apply:

- a) cancellations between 3 months and 1 month before travel date: 30% of the all-inclusive cruise price but a minimum of CHF 500
- b) cancellations between 31 days and 14 days before travel date: 70% of the all-inclusive cruise price but a minimum of CHF 1000
- c) cancellations between 14 and 0 days before travel date: 100% of the all-inclusive cruise price.

Calculation of the cancellation period relates to the date on which the written notification, either by E-mail or letter, reaches the ZSG.

### **11. Amendment to boat reservation**

Insofar as logistics allow, amendments to boat reservations will be carried out free of charge if requested up to no later than 4 weeks prior to the travel date. For reservation amendments requested within 4 weeks of the travel date, a minimum processing fee of CHF 200 will be charged (depending on complexity).

### **12. Change of programme or cancellation by ZSG**

In the event of force majeure (storms, accidents, fire, etc.), other potential threats to safety or official measures, the ZSG is entitled to cancel or interrupt the cruise, change the route or organize replacement transport. In such a case, the charterer will be informed as quickly as possible. The use of an alternative boat, delays and any necessary change of route shall not be considered as defects or deficiencies. In any such circumstances, claims for compensation or damages are therefore excluded.

### **13. Due diligence**

No changes to any boat equipment or installations may be made (unless expressly authorised in writing by the ZSG). In the event that extensive clearing and cleaning up of the vessel is required, a handover protocol will be drawn up. The ZSG reserves the right to invoice additionally for any soiling of or damages caused to the vessel during the cruise.

### **14. Definite reservation**

A definite reservation can be made in writing, by telephone, electronically or in person. A contract between the charterer and the Lake Zurich Navigation Company (ZSG) enters into force upon receipt of the contract by the charterer. Withdrawal is possible only within 3 days of conclusion of the contract. These contractual provisions will form an integral part of the contract.

### **15. Applicable law / place of jurisdiction.**

These "Contractual provisions governing the charter of boats operated by the Lake Zurich Navigation Company (ZSG)" are subject to Swiss legislation. The sole place of jurisdiction is Zurich.

Only the German-language version of these regulations is legally binding.