

## **General Terms and Conditions for External Space Rental at the Graduate Institute of International and Development Studies for Events**

### **Article 1 – Scope of Application**

1. The present general terms and conditions govern external rental by the Graduate Institute of International and Development Studies (hereinafter referred to as "the Institute") of the Institute's spaces for one-off events.
2. "Spaces" refer to the areas, including classrooms, meeting rooms and auditoriums of the Maison de la Paix, the student residences (Grand Morillon and Edgar and Danièle De Picciotto), the Villa Barton and any other building belonging to the Institute.
3. "External rental" refers to any space at the Institute that is made available for a fee to an individual or legal entity outside the Institute and/or for an event that is not organised as part of the Institute's activities or in partnership with the Institute.

### **Article 2 – Reservation Conditions**

1. Spaces can be booked on a half-day or full-day basis. A half-day represents a period of less than four hours, and a full day represents more than four hours between 9:00 a.m. and 8:00 p.m., including set-up and tear-down, as specified in article 8 ch. 4.
2. Space may only be rented for events or activities that are compatible with the values of the Institute. Any event or activity incompatible with good morals or contrary to public order is totally prohibited. In such cases, the Institute has the right to cancel the reservation or event in accordance with article 7.
3. The spaces made available for external hire by the Institute are published at the following link: <https://www.graduateinstitute.ch/venues>.

### **Article 3 – Reservation Requests**

1. Reservation requests must be made in writing to the Institute's Events Service ([events@graduateinstitute.ch](mailto:events@graduateinstitute.ch)) (hereinafter referred to as the "Events Service").
2. Reservations made by telephone or in person will only be taken into account by the Events Service if confirmed in writing thereafter.
3. In principle, reservations must be made at least four weeks before the start date of the event concerned.
4. The Events Service reserves the right to request additional information and can refuse a reservation request at its own discretion, without providing any justification.

5. In particular, no reservation will be accepted if:
  - a) the applicant does not provide the necessary information requested by the Events Service or provides information that is not truthful or out of time;
  - b) the request is made by a third party, an intermediary or an agency without disclosing the name of the beneficiary;
  - c) the size or nature of the event is not appropriate in relation to the capacity or availability of the space requested for hire; or
  - d) the event is likely to interfere with the Institute's other activities running smoothly, particularly during the academic year, or is contrary to public morality or order.
6. When requesting a reservation, the applicant must indicate which of the Institute's external services they require.
7. If an event requires specific security measures for its speakers or guests, the applicant must inform the Events Service of this in the booking request.

#### **Article 4 – Rental Contract**

1. Once the reservation request has been sent to the Events Service, it will be examined and:
  - if the service accepts the reservation request, it sends an offer to the applicant including the list of services requested and the price of these services, as well as a rental contract and the deposit invoice mentioned in article 6 ch. 2 ;
  - if the service refuses the reservation request, the applicant will be informed accordingly.
2. On receipt of the rental contract, the applicant must sign it and return it to the Events Service within the deadline set by the latter. If the contract is not signed and returned within this deadline, the Institute is deemed to have withdrawn its offer.
3. The signing of the rental contract and its return to the Events Service within the period mentioned in the previous paragraph constitutes acceptance of the offer and the applicant is bound from that moment onwards. In the event of cancellation of the event or renunciation of the rental of the space in question, the beneficiary must pay the cancellation fees mentioned in article 7 ch. 6..
4. By signing the rental contract, the beneficiary agrees to have read and accepted these general terms and conditions.

#### **Article 5 – External Contractors**

1. The beneficiary has the option of using external service providers of his or her choice, or the Institute's preferred partners. For certain services, the partners are imposed by the Institute. The Events Service will be happy to advise you if necessary.
2. If the beneficiary intends to use external service providers, they must indicate this in the booking request or, in any case, before concluding a contract with the service provider, so that the Events Service can give its approval. To this end, the beneficiary must inform the Events Service of the details and costs of the planned services at least 14 days before the event. The Events Service reserves the right to refuse an external service provider without giving reasons.

3. For all security services, the beneficiary is obliged to work with the external security agency recommended by the Institute. The Institute reserves the right to call on this agency, at the beneficiary's expense, if it considers that there is a risk of disturbance of the peace or threat to the person.
4. When the beneficiary uses an external service provider, an additional 10% of the total cost of the services provided by the external service provider in connection with the rental of the space is paid to the Institute.
5. External service providers must be aware of and comply with these general terms and conditions. If the beneficiary engages external service providers directly, they must ensure that this obligation is complied with.

## **Article 6 - Invoicing and Payment**

1. Space booking prices are based on the price list and services in effect at the time of signing the rental contract. Value-added tax (VAT) is added to all charges at the official rate in force.
2. On receipt of the rental contract, the beneficiary is required to pay a deposit of 50% of the rental price of the space, excluding any external services, in the currency indicated in the contract and by the deadline set by the Institute. The deposit invoice will be sent by the accounting department, independently of the contract. The final invoice for the balance, including additional costs, will be sent to the beneficiary after the event has taken place.
3. If the deposit is not paid within the stipulated period, the reservation is considered cancelled and the cancellation charges mentioned in article 7 ch. 6 apply.
4. Unless otherwise specified, invoices must be paid within thirty days of receipt. Any complaint concerning an invoice must be notified in writing to the Events Service as soon as possible, but no later than ten days after receipt of the invoice. If part of the invoice is in dispute, the balance must be paid while the dispute is being resolved.
5. For events booked outside the Institute's official working hours (8am to 6pm, excluding weekends and regional and national holidays), additional fees may be charged for rental, technicians, security, student assistance and all other services, in accordance with the Institute's official rates.

## **Article 7 – Booking Cancellation**

1. Either party may cancel a rental in the event of *force majeure*. *Force majeure* is defined as any external, unforeseeable and extraordinary event beyond the control of the parties, which cannot be prevented by them despite all reasonable efforts, such as political or natural events. Epidemics or any other disorder of a sanitary nature other than those decreed by the authorities are not cases of *force majeure*. Any cancellation due to *force majeure* must be notified by the party concerned to the other party in writing as soon as it becomes aware of the occurrence of the *force majeure*.
2. Additionally, the Institute reserves the right to cancel a rental at any time, in particular if:
  - a. it receives information indicating that the law may be broken, the conditions imposed may not be respected or public order may be impaired;
  - b. the beneficiary has concealed or provided false information regarding his/her status or the event concerned.

3. The Events Service reserves the right to propose alternative solutions to a rental in the event of a conflict with its own events. If the beneficiary refuses the proposed spaces, they may cancel the booking free of charge. The Institute will refund the deposit, but cannot be held responsible for any inconvenience or loss caused by such cancellation.
4. The Institute reserves the right to simultaneously host other events on its premises during the same period as the beneficiary's event. The Institute is committed to avoiding all interference as far as possible.
5. Any cancellation of booking must be notified to the other party in writing as soon as possible.
6. If a booking is cancelled by the beneficiary, the following fees are payable to the Institute:
  - up to 30 days before the start of the event: the full deposit is due.
  - within 30 days of the event start date: all non-refundable rental fees and costs already incurred with external service providers are due.

### **Article 8 – Obligations of the beneficiary**

1. The beneficiary must:
  - inform the Events Service of any subsequent changes to the information communicated at the time of booking regarding its status or the event concerned, in particular any change of address or representative(s);
  - ensure that the event is conducted in a professional manner in keeping with the values and principles of the Institute and its community, in particular those mentioned in its Code of Conduct (<https://www.graduateinstitute.ch/respect-and-living-together>). Should they fail to do so, they assume responsibility for any harmful consequences caused during the event;
  - comply with all applicable regulations, including these general terms and conditions, and with the instructions given by the Institute, particularly with regard to safety instructions;
  - respect the agreed rental times and duration, as well as the capacity of the rented spaces;
  - obtain any official authorisations required to hold the event and, where applicable, take the necessary steps and pay any resulting costs. The Institute accepts no responsibility in this respect;
  - if keys and/or passes are made available to them, to use and keep them with all due care and diligence. In particular, they undertake not to pass them on to a third party or to make copies of them, and to return them in accordance with the instructions received by the Institute;
  - report any breakage, damage, loss or theft they observe immediately to the Events Service;
  - return the rented spaces, means of access (keys, passes, etc.) and borrowed furniture in a state that reflects proper use, and ensure that these spaces are closed (doors, lights, etc.) and that the furniture is replaced.
2. The beneficiary must forward their logistical and/or technical requests and requirements in writing to the Events Service at least 14 days prior to the event. Any additional equipment must be reserved with the Events Service at least one month before the event, failing which the provision of the equipment cannot be guaranteed.

3. The beneficiary must confirm the hiring of audiovisual technicians at least one month before the event. Technicians who are not approved by the Events Service may not use the equipment in the spaces. If a technician has been hired, the event program must be sent to the Events Service at least 14 days before the event. A detailed note on audiovisual technical requirements must accompany the event program.
4. Reservation times must include the time required to set up the space before the event and to return it to its original condition at the end of the event. Events must end five minutes before the reservation end time.
5. The Institute will provide the beneficiary with clean spaces in good condition for use in accordance with the rental contract.
6. The Events Service ensures that the space is properly set up. Unless special authorisation is granted, the beneficiary may under no circumstances move the furniture by their own initiative. The desired layout and the furniture brought in by the beneficiary must be submitted to the Events Service for approval at least 14 days before the event.
7. Audio-visual equipment may not be moved. The beneficiary must inform Events immediately if the equipment is faulty, damaged or missing.
8. Food and beverages may only be consumed in authorised areas. The Events Service reserves the right to modify the allocation of these areas according to the activity, the number of people expected or any other constraints. If, for exceptional reasons, food is served in the room, the Events Service will charge the beneficiary a cleaning fee in accordance with the current price list.
9. The Institute does not provide parking spaces for events. The beneficiary is responsible for ensuring that participants do not park their vehicles illegally on the Institute's site or in the surrounding area.
10. The Institute is not authorised to organise public entertainment. The sale of tickets at the entrance to the event venue by the beneficiary is therefore prohibited.

### **Article 9 – Health, Safety and Sustainable Development**

1. The beneficiary must comply with the health, safety and sustainable development requirements laid down by law or by instructions issued by the Institute.
2. The beneficiary must ensure that the number of people announced in the hall does not exceed the number of seats available. The Events Service has the right to refuse entry to any person when the hall is full.
3. Emergency exits and fire-fighting equipment must remain visible at all times and must not be obstructed by equipment or furniture.
4. The beneficiary must commit to use only non-combustible or fireproof materials for decoration and fittings. The use and deposit by the beneficiary, their subcontractors or visitors of dangerous, flammable or toxic products is strictly forbidden in areas owned or made available by the Institute.
5. The Institute is non-smoking and open flames are prohibited. The beneficiary must ensure that all persons attending the event respect these principles.
6. It is strictly forbidden to bring animals into the buildings, with the exception of assistance dogs.

## **Article 10 – Responsibility**

1. The Institute declines all responsibility in the event of loss, theft and/or damage to objects belonging to the beneficiary or event participants within the Institute's premises.
2. The beneficiary is liable for intentional or negligent damage to rooms and furniture, as well as damage to or loss of equipment and any other property of the Institute or its external service providers (including receivers or headsets in the case of simultaneous translation), whether such damage or loss is caused by a participant during the event, by the beneficiary, its agents, subcontractors or any other third party appointed by the beneficiary. In the event of deterioration, loss or damage, the Institute is entitled to invoice the beneficiary for any additional repair, replacement or cleaning costs incurred.
3. The beneficiary must have appropriate insurance cover for any damage incurred in connection with their event. Upon request, they must provide proof of this coverage to the Events Service.
4. In the event of non-compliance with applicable legislation, including these general terms and conditions, the Institute reserves the right to take any measure and/or sanction against the beneficiary. In particular, it may decide to prohibit him/her from renting and/or accessing the premises in the future for a limited or indefinite period.

## **Article 11 – Communication and Promotion of the Event**

1. The beneficiary may not use the Institute's logos or photos and sketches of its premises without prior written authorisation from the Events Service. In the event of authorisation, the beneficiary must comply with the guidelines concerning their use.
2. The beneficiary must provide the Events Service with all promotional material for their event, in print and on their website, at least one week before the event.
3. The beneficiary must only mention the name of the Institute (*Institut de hautes études internationales et du développement* in its French name or *the Graduate Institute of International and Development Studies* or *the Geneva Graduate Institute* in English) and the specific location of the event (the Maison de la paix, the Grand Morillon...) to specify the location of the event.
4. It is forbidden to place posters, stickers, signs, etc. on the walls, floors, ceilings or pillars of the building. Specific locations are reserved for general signage and event information.
5. All promotional materials for the event, including posters and signage, must be submitted to Events Service for written approval at least two weeks before the event date.
6. All communication and promotion of the event must clearly mention the name of the organiser and must not give the false impression that the Institute is the organiser, partner or in any way associated with the event.

## **Article 12 – Reserved Rights**

The Institute reserves the following rights:

- a. to film and/or record an event taking place on its premises, in compliance with the applicable provisions;
- b. to approve or refuse requests from the media and/or production companies to film on the premises;
- c. to refuse or prevent the installation of banners, megaphones or any other arrangement that could cause disruption, injury or other damage or hinder the smooth running of demonstrations or academic activities that may be taking place simultaneously in the Institute's spaces;
- d. to call the emergency services if necessary;
- e. to restrict, suspend or cancel any event without compensation or reimbursement of amounts already paid if the beneficiary, its agents, subcontractors, guests or participants or any other third party mandated by the beneficiary contravenes applicable legislation, including these general terms and conditions, or instructions given by the Institute.

## **Article 13 – Applicable Law and Place of Jurisdiction**

These general terms and conditions are governed by Swiss law. The place of jurisdiction for all disputes arising from the interpretation or application of these general terms and conditions is Geneva, Switzerland.

## **Article 14 – Entry into Force and Amendments**

1. These general terms and conditions have been adopted by the Executive Management and come into force on 19 February 2024. They replace the general terms and conditions relating to the same subject adopted prior to their entry into force.
2. They may be modified at any time.
3. These general terms and conditions are available in English and French. In the event of any discrepancy between the two versions, the French version shall prevail.