



Policy on the rental of premises to third parties (General Terms and Conditions)

1. *Scope of application*

This policy (hereinafter referred to as the Policy) governs the rental of premises owned or occupied by Bern University of Applied Sciences (BFH) to third parties.

It applies solely to occasional and short-term rentals. Third parties are any natural or legal persons who are not part of BFH.

This Policy does not apply to long-term rentals, which must be governed by separate written agreements.

2. *Principles governing rental*

Premises may be rented to third parties only where the rental does not hinder BFH in discharging the duties set out in its performance mandate, the hirer can demonstrate that the premises will be used properly, and the premises are suitable for the proposed use or event. Events may be held only if they do not advocate one-sided political, discriminatory or extremist views, or views that are incompatible with the objects and values of BFH. The proposed use must not breach BFH's duty of political, religious and ideological neutrality or its ethical values.

Premises may be rented to third parties only at times when they are not required for BFH's own purposes.

3. *Procedure*

Applications to hire premises must be submitted to the designated office in good time, and normally not less than 30 days before the proposed date. The designated office will issue the applicant with a booking confirmation, together with the applicable schedule of charges and a copy of this Policy.

The applicant must sign and return the booking confirmation to the designated office no later than 10 working days before the event. By signing the confirmation, the applicant agrees to comply with the provisions of this Policy and to pay the charges set out in the Tariff regulations. The entire process may be completed electronically.

4. *Tariff regulations*

Rooms

Rooms are rented on an hourly, half-day or full-day basis. A half-day is any period of up to five hours. The rental period must include the time needed for setting up and clearing away. The agreed rental period is binding. Any overrun will incur an additional charge equal to twice the standard rate for the period concerned, regardless of the length of the overrun, together with all further costs incurred as a result of the overrun.

Any setting-up or clearing-away work carried out by BFH staff, any requested attendance by the caretakers, and any other operational support (caretakers, technicians, IT staff, event management, etc.) will be charged according to the time expended.

The rental charges and hourly rates are set out in separate Tariff regulations. All charges include use of the standard equipment present in the room (e.g. projector, flipchart, screen, musical instrument, etc.).



Infrastructure and additional equipment

Premises are rented with the existing infrastructure included in the charge. Responsibility for any further infrastructure rests with the hirer.

On prior request to the relevant caretaker team, BFH may make additional equipment available for a separate charge.

The charge will reflect the value of the equipment, the risk of damage and the work involved in providing it. The hirer is responsible for installing and operating all infrastructure and additional equipment and must comply with any instructions given by the caretaker team.

Staff costs

Charges for staff deployment (e.g. caretakers, IT support) are calculated per commenced hour.

Category 1

No usage charge is payable by:

- organisations closely linked to BFH (e.g. VSBFH, Profhesbe, BFH alumni associations, etc.);
- hirers with whom BFH has a reciprocal agreement providing for free use of equivalent facilities (e.g. University of Bern, Bern University of Teacher Education);
- organisational units of the Canton of Bern or national associations, where the event is related to higher education.
- In exceptional cases, the responsible director may place further hirers in this category.

Category 2

Full charge

All organisational units not falling within Category 1 pay the full charge.

Invoicing

All charges are quoted in Swiss francs and include value-added tax at the rate applicable at the date of the rental. Invoices are issued after the event and are payable within 30 days.

Where the designated BFH office, acting in agreement with the hirer, procures goods or services from third-party suppliers, it does so as agent for the hirer. Such goods or services will be invoiced directly to the hirer by the supplier.

Cancellation

Cancellation must be notified in writing (by email or post). Cancellation charges depend on the time at which cancellation is made and are payable as follows:

- more than 31 working days before the event: no charge
- 30 to 15 working days before the event: 50% of the booked services
- 14 to 7 working days before the event: 75% of the booked services
- 6 to 0 working days before the event: 100% of the booked services

5. Contractual formalities

Every rental for a fee requires a booking confirmation in writing signed by the hirer. This Policy constitutes general terms and conditions forming an integral part of the rental agreement and must be identified as such in the booking confirmation/agreement. Responsibility for rentals rests with the director of the school to which the premises are allocated or, in the case of cross-school or President's Office & Services premises, with the Administrative Director.



They have discretion to authorise rentals within the principles set out above and may delegate signing authority to the designated office. There is no legal entitlement to the rental of premises.

6. Use of premises

The hirer bears full responsibility for the event and/or for ensuring that it proceeds in an orderly manner, in compliance with the house rules in force at the relevant site and with the agreed rental times. The event must not disturb or disrupt other activities.

When applying, the hirer must clearly state the identity of the organiser(s), the purpose of the event, the space required, the applicant's role and a risk assessment (no risk, or risk arising from prominent participants or from the subject-matter of the event on political, religious or other sensitive grounds). Failure to comply may result in immediate withdrawal of permission, termination of the event and an order to vacate the premises. Where a risk assessment indicates that additional security measures are required, the hirer must meet the cost of such measures and arrange and implement them in accordance with the instructions of the responsible school.

Sub-rentals are prohibited.

Premises must be left in a clean and tidy condition. The hirer is liable for any damage (including indirect and consequential costs). If the premises are left excessively dirty or untidy, the cost of cleaning and restoration will be charged to the hirer.

The hirer is responsible for ensuring compliance with all safety and security rules and instructions and for the safety of participants. The maximum permitted occupancy of each room must not be exceeded on fire-safety grounds. Escape routes must remain clear and safety equipment must remain fully operational. The hirer must maintain adequate public liability insurance and must produce evidence of cover if requested by BFH. Any incident (accident, damage, etc.) must be reported immediately to the designated booking office. In case of imminent danger, the hirer must take all reasonable and appropriate action.

7. Publicity and advertising

In public announcements and advertising, the hirer may refer to BFH only as the venue. No impression may be given that the BFH is a partner or co-organiser of the event.

The display or distribution of political, ideological or religious materials, symbols or signage (e.g. banners, flags, leaflets), etc., in publicly accessible areas of BFH premises is forbidden.

8. Catering

Unless otherwise agreed in writing, all food and drink must be obtained from the catering contractor operating at the relevant site. Where no on-site catering contractor is available, the hirer may engage its own catering supplier. The hirer is responsible for all arrangements. Use of BFH catering facilities or of suppliers linked to BFH is subject to charge. BFH accepts no responsibility for catering services.



9. Licences and permissions

The hirer is responsible for obtaining, at their own expense, all necessary licences or permissions and for producing them to the designated BFH office before the event.

10. BFH's right of withdrawal

BFH may withdraw from the rental agreement at any time without compensation if:

- force majeure prevents the booked premises or any substitute premises from being made available;
- the hirer misuses BFH's name or implies an unauthorised association with BFH;
- disruption of operations, damage to property or failure to comply with conditions is likely or has occurred;
- this Policy or the applicable house rules are breached;
- the interests of BFH would be harmed, in particular by an event or event organiser presenting one-sided political, religious or ideological content.

11. Liability

To the fullest extent permitted by law, BFH excludes liability for personal injury, loss of or damage to property, or pure economic loss. In particular, BFH accepts no liability for loss of or damage to items belonging to third parties or for interruptions or failures of its infrastructure. BFH further excludes all liability for loss or damage caused by the hirer's breach of this Policy.

12. Data privacy

The processing and, in particular, storage of personal data is required for registration and organisation of the event. Personal data will only be processed to the extent required. Personal data will not be passed onto third parties unless this is necessary for event organisation or the provision of the requested premises. BFH will ensure that these third parties only process the personal data to the extent required and, in particular, delete or destroy it once its purpose has been fulfilled. BFH will undertake all technically feasible, suitable and reasonable precautions to prevent data loss and unauthorised access for the processing of personal data within its area of responsibility. Separate consent will be obtained for any non-essential processing of personal data connected with the event. The data protection legislation of the Canton of Bern applies.

13. Severability clause

If any provision of this Policy is or becomes invalid or unenforceable, the validity of the remaining provisions shall not be affected.

14. Entry into force and place of jurisdiction

This Policy takes effect on 1 January 2026 and is governed by Swiss law. The exclusive place of jurisdiction for any dispute arising in connection with this Policy is Bern.

Adopted by the University Executive Board of Bern University of Applied Sciences on 20 August 2025.

Enclosure

- 250820 Tariff Regulations Rental of Premises BFH-wide