

Pablo Reyes
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Terms and conditions

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1. Subject matter and scope of application

The "General Terms and Conditions" apply to all jobs in the field of the event industry: planning and execution of event rigging in accordance with SQQ2.

The services of Reyes Rey-Solution are provided exclusively in accordance with these terms and conditions. Deviating or supplementary agreements can be made with Pablo Reyes if necessary. Extraordinary agreements must be confirmed in writing. The mutual transmission of documents by post or e-mail satisfies the written form requirement.

2. Order placement and services

The offers of Reyes Rey-Solution are subject to change and non-binding. Bookings made, even if transmitted by telephone or e-mail, are binding for the customer. The order shall only become binding for Reyes Rey-solution when an order confirmation is sent to the customer.

The scope of the services to be provided by Reyes Rey-solution is set out in the order confirmation. If further services are subsequently ordered, these must also be confirmed in writing.

3. Duration of assignment, overtime & accommodation

Daily rates are the norm. The maximum assignment time is 10 hours. Overtime in the first hour will be charged at 15% of the daily rate. From the 11th hour onwards, Reyes Rey-Solution charges 1.5 daily rates.

Rigging work and other physically demanding work at height is limited to a maximum of 8 working hours per day. The statutory rest periods and breaks must be observed. Depending on the location, time and duration of the assignment, a hotel room must be provided. A single room is required.

3.1 Night work

Night shifts are shifts where work is carried out between 11.00 pm and 6.00 am.

If only parts of the assignment fall within this period, 1.5 day assignments will be charged, as an assignment cannot be started before or on the next day for safety reasons, e.g. due to fatigue.

3.2 Rock'n'Roll

So-called rock'n'roll jobs are exempt from the regulation on night work, provided the break between set-up and dismantling is more than 5 hours.

3.3 Start of work / end of work

The start of work is understood to be the moment of departure to the place of work. The end of work is the return to the company headquarters. The company headquarters is: Gugolzstrasse 12, 8004 Zurich, Switzerland. This address is used to calculate the routes and is a binding part of these GTC.

4. Obligations of Reyes Rey-Solution

Pablo Reyes undertakes to carry out the work entrusted to his company in a professional, conscientious and responsible manner in the interests of the customer and in compliance with the applicable safety regulations. Information provided will be treated confidentially.

5. Cooperation of the customer

The customer is obliged to cooperate in good faith in the fulfillment of orders with its bases. In particular, he shall provide the information and documents necessary for fulfillment.

The customer is obliged to comply with the statutory provisions. In particular, work permits for work assignments during the night, occupational safety, etc. The client is obliged to inform Pablo Reyes in good time of any particular dangers and risks at the site before commencing work.

6. Deadlines

Pablo Reyes shall generally adhere to the agreed deadlines, unless unforeseen events make this impossible. Pablo Reyes shall not be held liable for any delay in the work due to a delay in information on the part of the customer or due to delays caused by other departments.

Pablo Reyes reserves the right to refuse an order or to withdraw from an existing cooperation agreement in cases of unreasonable hardship. In such cases, the customer shall not be entitled to claim damages from Pablo Reyes. The services rendered by Pablo Reyes up to this point in time shall be invoiced to the customer (pro rata temporis).

6.1 Cancellations

Any work that has already been performed due to a time limit (e.g. planning tasks etc.) will be invoiced to the customer (pro rata temporis). In the event of cancellation up to 7 days before the start of the order, a cancellation fee of 50% of the agreed fee shall be charged; in the event of cancellation 6 to 2 days before the start of the order, a cancellation fee of 75% shall be charged; in the event of cancellation 1 day or less before the start of the order, a cancellation fee of 100% shall be charged.

7 Prices

All services are provided by Pablo Reyes as a sole proprietorship and are invoiced independently by him. Reyes Rey-solution is registered with the SVA Zurich. An official confirmation from SVA Zurich can be sent on request.

The service catalog includes the "Rigging" trade. The fee includes the PPE that is brought along, as well as the required, current certificates for working at height, mobile elevating work platform and boom lift operation "IPAF". A daily flat rate is usually agreed.

The net rate is a guide value:

Rigger, rigging technician, grounder, hoist operator: CHF 750.00 plus expenses*

Planning work: CHF 90 per hour plus expenses*

Head of Rigging: CHF 850.00 plus expenses*

Stage Manager: CHF 850.00 plus expenses*

* Transportation, parking, meals, overnight stays, project-related financial templates.

The fee provisions apply to all services provided by Pablo Reyes, unless a different hourly rate or daily rate has been agreed. Unless otherwise agreed, the first preliminary meeting is free of charge.

7.1 Night work

Over-night assignments are charged as 1.5 or 2-day assignments depending on the situation. As described in 3.1.

7.2 Transportation to the assignment location

Costs for parking, travel and/or flights as well as accommodation and meals shall be borne by the client and will be invoiced separately on request.

Travels by car will be charged with CHF 0.70 per kilometer driven.

7.3 Travel days and Off days

Travel and off-days are charged at 100% of the daily rate.

They are regarded as working days, as no job can be accepted during this time.

7.4 Expenses

Should Pablo Reyes incur production-related costs on behalf of the client, the expenses will be invoiced separately. The expenses can be recorded in a separate invoice. This invoice is due immediately and in full. Copies of all original receipts will be attached to the invoice to itemize the expenses.

7.5 Equipment

Pablo Reyes has his own safety equipment. Costs for any special tools and/or machines (like cherrypickers) required for a job are to be provided by the customer.

7.6 Catering

If no catering (drinks, snacks, meals) is available or not planned for a production, Pablo Reyes must be informed in good time, but no later than one day before the start of work. In this case, the catering costs will be charged to the client as a lump sum or according to receipts and must be paid immediately with the final invoice.

The following applies as a guideline

Breakfast: CHF 20.00 (if work begins or the journey starts before 07.00 a.m.)

Lunch: CHF 35.00

Dinner: CHF 35.00

8. Invoicing and payment deadline

Invoices are payable within 14 days. Invoices must be paid without deductions.

8.1 Reminder fee

If payment is not made on time, Pablo Reyes will charge a reminder fee of 5% of the agreed fee, which must be paid immediately together with the amount owed. If the amount owed is not received in Pablo Reyes' account within 14 days of the payment reminder, Pablo Reyes reserves the right to take legal action to recover the amount owed.

8.2 Interruption of work

If the customer is in arrears with the settlement of due invoices, Pablo Reyes shall be entitled to suspend work until these claims have been settled.

9. Final provisions

Should individual provisions of the "General Terms and Conditions" be ineffective or lose their effectiveness due to a circumstance occurring at a later date, a corresponding adjustment shall be made. The same applies to loopholes in these "General Terms and Conditions".

The place of jurisdiction for all disputes arising from the cooperation is Zurich. Swiss law shall apply exclusively.