



TERMS AND CONDITIONS REGULATING THE RIGHT TO USE THE SPACES OF THE INSTITUT DE CULTURA DE BARCELONA

1. INTRODUCTION

The purpose of this document is to define the procedure, booking conditions and operation of the use of the spaces of the Institut de Cultura de Barcelona.

The availability and timetables of use of the spaces will depend on compatibility with the activities carried out in the spaces with regard to the purposes and timetable thereof; it will not be possible to host events that interrupt the normal functioning of individual centres. Any matter not covered in this document will be resolved by the competent bodies of the Institut de Cultura de Barcelona. The hosting of events or activities violating the dignity and fundamental rights of human beings may be blocked, in accordance with the legislation in force.

2. PROCEDURE FOR FORMALISING THE GRANTING OF THE RIGHT TO USE SPACES

The granting of the right to use of a space must follow the procedure set out herein. The booking of the space will not be confirmed until the applicant has made the full payment and signed the applicable protocol of use.

Likewise, the right to use the space shall not be deemed granted until the applicant has made the full payment and submitted the required documentation. Bookings can be confirmed up to 1 year before the start of occupation of the space.

The current Tax By-law No. 3.13 on Cultural Services of Barcelona City Council allows for the possibility of requesting a fee reduction for the granting of the right to use spaces or, exceptionally, for their free use.

Any amendments to this by-law that could affect the conditions regulating the granting of the right of use set out in this document will be automatically incorporated hereto.

2.1 Standard application form for pre-booking spaces

To formalise the event and be able to use any of the spaces of the Institut de Cultura, the applicant must submit a written request to the Institut using the **Application form for the pre-booking** of the space through the website <http://www.bcn.cat/cultura/lloguerespais>. The submission of the application form shall imply acceptance of this document. The Institut de Cultura may require from the applicant any further documents or information it considers necessary. The order of pre-bookings will be in strict order of arrival of the duly formalised applications. If two or more pre-booking applications are made for the same date and space, the Institut de

Cultura will ask the first applicant to make the payment on account detailed in point 2.3 and sign the protocol of use within 5 calendar days. In all events, if the requested amount is not paid and the protocol remains unsigned by this deadline, the pre-booking will be considered cancelled and the proposal for payment and signing will be made to the next applicant, and so on and so forth.

When a fee reduction or free-of-charge is requested, the application form available on the above website must be filled in at the same time as the pre-booking and attached to the documents certifying entitlement to the requested tax benefit.

2.2. Approval of the use of the space by the Institut de Cultura

Upon receipt of the pre-booking application for the space and the document requesting the application of a tax benefit, where applicable, the Institut de Cultura shall study them, where applicable, give its approval and proceed with the protocol of use. The Institut de Cultura may deny the right to use the space if the activities are not compatible with the normal functioning of the centre or if the applicant fails to make the necessary technical adjustments for the smooth running of the hall and the centre. It may also deny the request for application of a reduced fee or free-of-charge if the requirements of the tax by-law governing the same are not met.

2.3 Payment on account and signing of the protocol of use

The price for use of these spaces will be as set out in Tax By-law No. 3.13, on the fee for the temporary use of premises and spaces of centres managed by the Institut de Cultura de Barcelona.

The applicant shall pay 20% of the fee for the space and sign the relevant protocol of use no more than 20 days after receiving confirmation from the Institut de Cultura that the right of use of the space has been granted, except in the case referred to in point 2.1, for which payment must be made and the protocol must be signed within 5 calendar days, or if the right of free use is approved.

Payment may be made by bank transfer or by depositing the sum in the designated account of the Institut de Cultura.

Once the protocol of use has been signed and payment of 20% of the fee made, the booking of the space will be confirmed. If the protocol of use of the space is cancelled by the applicant less than 15 days before beginning to occupy the space, the latter shall not be entitled to a refund of the 20% paid on account.

2.4 Full payment and submission of the insurance certificate

The remaining 80% of the total price of use of the space in question must be paid at least 5 days before beginning to occupy the space, either by bank transfer or by depositing the sum in the designated account of the Institut de Cultura de Barcelona.

Moreover, within 10 days of signing the protocol and, in all events, before it begins to occupy the space, the applicant must forward the current liability insurance certificate to the centre. The applicant shall be held liable for all material, personal and moral damages arising from the hosting of the event, the tasks of installation and/or dismantling or any other act attributable thereto, and the Institut de Cultura shall be held harmless against any liability in this respect.

For these purposes, the applicant shall take out a liability insurance policy for the sum of €60,000 per day, designating the Institut de Cultura de Barcelona as beneficiary in the event of a claim to cover any indemnity payments to which it or its representatives, workers or attending guests may be eligible as individuals civilly liable for damages to persons or property arising from the normal or abnormal running of the event. Under no circumstances will any excess be permitted in said policy and the applicant will likewise be held liable for damages in excess of the insured amount. The booking of the space will be declared null and void, and use thereof will be revoked if the full payment of the price of the space is not received by the set deadline or if a valid certificate of insurance is not provided. In this case, the applicant will not be entitled to a refund of the 20% of the fee total paid on account.

The Institut de Cultura de Barcelona reserves the right to cancel the protocol of use for just cause or reasons in the public interest. In such event, it will refund the amount paid on account.

It is also possible to demand that a cash deposit be made to guarantee the payment of services and any damages, in addition to payment of the applicable fee.

3. SERVICES INCLUDED AND EXCLUDED FROM THE BASIC RATE

3.1 Included services

The basic rate covers:

- Use of the space during the hosting of the event.
- The maximum consumption of energy permitted by the fixed installations in the space.
- The HVAC of the space – heating or air conditioning – in areas equipped with HVAC units. This condition does not apply to outdoor spaces.
- A representative of the centre who will ensure that the facilities effectively provide the hired services.
- Ordinary cleaning service, which includes review during installation, maintenance during the event, and final cleaning after dismantling the latter-



Ordinary security service, which includes a security guard from the start of installation to the end of dismantling.

Where the right to use spaces is granted free of charge, the costs arising from the use of the space will be borne by the beneficiary, so the latter will be required to pay for the items detailed in this section.

In case the 50% rate reduction is applicable, the payment of this percentage shall, in all events, include the items detailed in this section.

3.2 Excluded services

The following services are not included in the basic rate:

Pursuant to the Tax By-law, the fee includes the required ordinary utility, security and cleaning services. It is also possible to receive payments for the effective cost of all additional services arising from the scheduled activities and services, in particular, cleaning, security, fire-fighting and similar.

Extension of the cleaning service: the applicant may use an extended version of this service, depending on the nature of the event, which will be performed by the company contracted for the service and require the applicant to accept a quotation. If the cleaning service is extended, payment may be settled before occupation of the space begins.

Under no circumstances shall cleaning include the disposal of waste or any item forming part of the installation or dismantling (carpet, pallets, flowers, banners, any decorative items, candles, etc.), which will be the responsibility of the applicant.

Extension of the security service: the applicant may request an extension to the security service, which will be performed by the company contracted for the security service of centre facilities and require the acceptance of a quotation by the applicant, for which payment may be settled before occupation of the space begins.

Extension of electricity supply: the applicant must arrange power increases above the maximum permitted in each space directly with the utility company. When this is not possible, a generator set will be authorised.

Coordination staff: where, due to the features of the centre and/or activity, the management of the latter considers it necessary to put staff of the centre in charge, it may charge the costs of the service to the applicant.

Payment for services not included in the Basic Rate may be charged before occupation of the space begins.



4. INSTALLATION AND DISMANTLING

The event will be installed in accordance with the project approved by the centre and shall comply in all matters not covered herein with the instructions given during preparation of the event by the technicians of the latter. At the end of the event, the applicant agrees to and is responsible for removing any item forming part of the installation, which obligation the responsible person of the applicant shall guarantee by his/her physical presence.

5. CAPACITY OF THE SPACES

The applicant undertakes to respect the maximum capacity of the spaces and will be responsible for ensuring compliance with this limit.

6. RESPONSIBLE PERSONS

The applicant must appoint a responsible person to represent it in the functions of coordination, organisation, and liaison with the person responsible at the centre during the installation, dismantling and hosting of the event and, where necessary, take charge of all organisational aspects of the activity.

The responsible person of the applicant must welcome the public and monitor the capacity of the space and maintain order and control during the event except where, due to the characteristics of the centre and/or activity, the management of the latter considers it necessary to put staff of the centre in charge; these services are considered excluded from the fee and are thus payable independently of the latter.

7. COMPLIANCE WITH HEALTH AND SAFETY RULES

The applicant will ensure that all tasks carried out for the organisation, installation and dismantling of the scheduled event meet current Health and Safety requirements and the regulations applicable to the specific terms and conditions of usable materials and those applicable during the event. To this end, the centre shall deliver together with this document, information on the assessment of the non-specific risks of its facilities and its emergency measures for compliance with such regulations, which information is understood to have been received with the signing of this document.

Likewise, 5 days before the start of the event, the applicant shall furnish the following documents: certification of fire-proofing of the materials used in the installation (vertical elements, wood, etc.), the list of extra fire-retardant equipment (if any) and assessment of the specific risks of the event to be performed and the changes to emergency exits (if necessary) and, where appropriate, the record of the coordination of business activities.



8. GRAPHIC IMAGE OF THE INSTITUT DE CULTURA AND THE CENTRE IN QUESTION, AND PUBLIC COMMUNICATIONS REGARDING THE HOSTING OF THE EVENT

The prior written permission of the centre must be obtained to use the graphic image of the latter and its logos in advertising or similar.

9. COPYRIGHT AND LICENCES

For any artistic expression or performance, the occupier of the space must hold the relevant authorisations, licences or permissions of the authors and/or other holders of intellectual property rights recognised by law, and shall hold the Institut de Cultura de Barcelona harmless in this regard.

Likewise, for activities requiring government authorisation, a municipal licence or prior notification or any other permit, the applicant agrees to obtain this before beginning occupation of the space.

10. COMMERCIAL ADVERTISING AND SIGNAGE OF THE EVENT

Unless expressly authorised by the management of the centre, the placement of commercial advertising on or outside the centre is not permitted. The signage of the event must be approved in advance by the person responsible for Communication at the centre, and any change must be notified in advance and approved by the same.

11. USE OF THE SPACES

a) Maintenance of facilities

The applicant is responsible for keeping the premises in the same condition as they were before it began using them. The applicant shall bear the cost of any damage to the space or equipment that was loaned or located in the space.

Given the architectural features of the Born Centre Cultural, in the event that, due to adverse weather conditions, all of the guarantees for correct use of its spaces cannot be

provided, the Born Centre Cultural will inform the applicant of the potential problems that this could cause.

If, after having been informed of the risks of hosting the activity, the applicant still wishes to perform the latter, it will be wholly responsible for any damage arising from such use to it or to third parties.

b) Use of the donated space

The space and facilities for which rights of use have been granted will only be available to the applicant at the scheduled time; other spaces and/or facilities may not be used and nor is it possible to circulate therein without the permission of the centre.

c) Activities to carry out

The space applied for may only be used to perform the activities for which the right of use was granted; no other activity may be performed without the authorisation of the centre.

d) Health and safety elements

Under no circumstances may emergency exits, emergency signs, fire extinguishers and alarm buttons, fire detectors and any other safety and prevention elements be blocked, obstructed, covered, or their access impeded.

Electrical installations may not be modified under any circumstances without the prior written authorisation of the centre.

e) Decoration

Permission for adding any decorative element to the space must be obtained in a timely manner from the responsible person of the centre, who must authorise it in advance.

f) The neighbourhood and sound volume

Events that take place at night must not disturb the neighbours especially with regard to the volume of music and noise in general, from the installation of the event until the guests have left the premises of the centre. All spaces have restrictions on music and performances. Music schedules will require prior written authorisation from the centre. The event may be stopped if the decibels permitted in the by-laws are exceeded, or if it causes obvious nuisance to the neighbourhood.

g) PA and sound testing

PA and sound systems will be tested preferably after 7 pm, outside the normal opening hours of the centre, and must be requested specifically; they will be conditional upon the needs of the centre and the needs of other users and will be carried out at the times and under the conditions indicated by the persons responsible for the space.

h) Prohibitions

The following are not permitted in the spaces:

- The storage of objects or materials capable of combustion or explosion.
- The entry of animals, except for specific previously authorised situations.
- Food and beverages cannot be taken out of the halls.
- The nailing, hanging or affixing of materials in any of the spaces of the centre is forbidden unless the express permission of the centre is obtained.

i) Access and parking of vehicles and/or other elements

Vehicle access is only permitted for loading and unloading in the space allocated for this purpose and for reasons directly related to performance of the event. The parking or positioning of vehicles and/or other elements on the street, pavements or other unauthorised places shall depend on Barcelona City Council. If the applicant is interested in this, it should contact the relevant municipal services. The centres shall not be held liable for any incidents occurring outside their spaces.

j) Prohibition of circulating outside designated areas for the event

For security reasons, it is strictly forbidden for persons, organisers and guests at the event to circulate outside the areas designated specifically for this event. The centre shall not be held liable for any damages as may arise from breach of this requirement, which will be the responsibility of the applicant.

k) Fire extinguishers

For activities involving a special risk, the applicant must provide sufficient fire extinguishers to complement those already in the space, under the legislation in force.

l) Abandoned equipment

Any equipment not removed before 10 am on the day after the end of the event or of dismantling shall be deemed abandoned. The applicant shall bear any costs as may arise from the removal of such equipment from the halls.

m) Responsibility of the waste removal service

The catering operators and installation companies must be responsible for the waste removal service for each event, which service they may provide either directly or by contracting it with the City Cleaning Services of Barcelona City Council, by calling +34 900 70 20 30 one week before the date of service. These Services will provide the necessary bins according to the quantity and characteristics of the waste and will remove them at the agreed times.

If the direct removal option is chosen, the Consortium must be notified in writing of the dates and times. This must take place between 7 am and 10 am on the day after the end of the event.

n) Kitchen space and catering service

For centres with a kitchen space or catering service, the floor must be protected with carpeting and only the covered area may be used. The applicant must request the express authorisation of the centre to organise a catering service for the event.