

General conditions for hire

of the Atrium,

Event Hall in honour of Marc van Peel
and the Auditorium (+ foyer)



**Port of
Antwerp
Bruges**

Artikel 1 – Definitions

The following definitions apply in these General Conditions and in the agreement to which they relate:

1.1 Lessor: "Haven van Antwerpen-Brugge NV van publiek recht," hereinafter referred to as "Port of Antwerp-Bruges";

1.2 Port House: The registered office of Haven van Antwerpen-Brugge NV van publiek recht, located at Zaha Hadid square 1, 2030 Antwerp;

1.3 Atrium: located on the ground floor with a maximum capacity of 250 guests;

1.4 Event Hall in honour of Marc Van Peel: seminar room on the ground floor with a maximum capacity of 99 persons sitting/standing;

1.5 Auditorium: seminar room on the 6th floor with a maximum capacity of 90 persons sitting;

1.6 Organiser: The company or organisation to which the venues are made available for the limited permitted activities.

Artikel 2 – Object

Port of Antwerp-Bruges may make the venues in Port House available to third parties in accordance with the provisions of the General Conditions set forth herein. In principle the venues may be hired by any natural person, artificial person or de facto association.

Article 3 – Nature of the activity

The venue may not be made available for organising:

- activities which may constitute a danger to the public;
- activities which are of a nature/content in conflict with general decency or public order;
- activities that do not respect the philosophical and/or religious convictions of other people;
- activities which clearly exceed the possibilities of Port House;
- activities which are liable to compromise the correct functioning, interests or reputation of Port of Antwerp-Bruges;
- activities such as dance evenings and parties;
- sales activities.

This decision is taken unilaterally by Port of Antwerp-Bruges.

Artikel 4 – Reservation

4.1 The reservation request must be submitted at least 10 working days before the date of the planned activity, and preferably sooner.

4.2 The request must be made using the reservation form provided by Port of Antwerp-Bruges and must contain the following information:

- Name of the company/organisation;
- Address;
- Phone/mobile number;
- Email address of the contact person;
- Invoicing information;
- Day(s), time and duration of use;

- Nature and aim of the activity;
- Programme;
- Expected number of participants.

4.3 The request must always contain a short description of the content of the activity and the facilities required for it.

4.4 By submitting a request the Organiser declares that they accept these General Conditions. They also undertake to ensure that these conditions are observed by their personnel, appointees and third parties on which they call.

4.5 Port of Antwerp-Bruges shall decide on the request. In case of a favourable decision the Organiser shall receive a confirmation making the reservation definitive.

4.6 The Organiser is forbidden to transfer the reservation and the subsequent use to third parties, either in whole or in part.

4.7 The Organiser is also forbidden to make use of other rooms or to organise another activity.

Article 5 – Times of availability

5.1 The Atrium can be used on Monday, Wednesday and Friday between 17:30 and 23:00 hours. All planned preparations for the event must be made within the chosen time frame, as must be the clearance of the Atrium after the event.

5.2 The Event Hall in honour of Marc Van Peel can be used from Monday to Friday between 09:00 and 23:00 hours. All planned preparations for the event must be made within the chosen time frame, as must be the clearance of the Event Hall in honour of Marc Van Peel after the event.

5.3 The Auditorium can be used from Monday to Friday between 09:00 and 23:00 hours. All planned preparations for the event must be made within the chosen time frame, as must be the clearance of the Auditorium after the event.

5.4 Deviations from these times may only be granted in exceptional circumstances, and then only with prior, written, express agreement from Port of Antwerp-Bruges.

Article 6 – Use of the venues

6.1 The number of persons admitted to the Atrium must not exceed the permitted maximum, namely 250.

6.2 The number of persons admitted to the Event Hall in honour of Marc Van Peel must not exceed the permitted maximum, namely 99.

6.3 The number of persons admitted to the Auditorium must not exceed the permitted maximum, namely 90.

6.4 There is a general prohibition against smoking in Port House.

6.5 Food and drinks are prohibited in the Auditorium.

6.6 It is not permitted to attach anything to the walls, floors, ceilings, curtains or any other part of the building.

6.7 It is not permitted for the Organiser to change the furnishing in the Auditorium or the Atrium by adding or moving furniture.

6.8 In the Event Hall in honour of Marc Van Peel the Organiser is responsible for arranging the furniture (chairs, tables etc.) for the event, at the organiser's own risk and responsibility, notwithstanding the provisions of art. 15. The Organiser must follow the instructions of Port of Antwerp-Bruges.

6.9 The Port of Antwerp-Bruges appointees and members of personnel are entitled to enter the rooms being used at all times in order to ensure compliance with the safety regulations and the correct use of the equipment and facilities. Their directions must always be followed.

6.10 A Port of Antwerp-Bruges member of personnel or appointee shall always be responsible for setting up the audiovisual equipment made available for any activity in the venues.

6.11 The Organiser must always be able to produce an attendance list at the start of and during the activity. An alphabetical list of participants (with first name and surname in full) must be submitted by the Organiser at least two days before the event.

6.12 It is not permitted to enter any other rooms or to use any other access ways except those specified by Port of Antwerp-Bruges.

6.13 The Organiser undertakes to leave Port House after the activity and after the rooms have been returned to their original condition.

6.14 In exceptional circumstances Port of Antwerp-Bruges may give explicit written permission for soft background music (without amplification) to be played in the venues, depending on the nature of the Organiser's event.

Copyright and due payment: If the Organiser plays music for the event, then they must contact the copyright collection companies concerned, such as SABAM or HONEBEL, and must pay the due amounts. The Organiser must present proof of payment if required to do so by Port of Antwerp-Bruges. Port of Antwerp-Bruges shall not be involved in any way, either as regards the administrative processing or as regards the payment. The Organiser indemnifies Port of Antwerp-Bruges and holds it harmless against all claims and demands which it may receive from third parties in this connection. Failure by the Organiser to comply with this condition shall result in future use being refused.

Article 7 – Catering, coffee breaks, receptions and meals

Catering, coffee breaks, receptions and meals can be organised in Atrium, on condition that they form part of an activity in the Atrium.

Catering, coffee breaks, receptions and meals can be organised in the Event Hall in honour of Marc Van Peel, on condition that they form part of an activity in the Event Hall in honour of Marc Van Peel.

Catering, coffee breaks, receptions and walking lunch / dinner can be organised in the Foyer, on condition that they form part of an activity in the Auditorium.

If the Organiser wishes to call upon a caterer, it must be one recognised by Port of Antwerp-Bruges (Compass Group). However, all agreements and settlement must be done by the Organiser directly with the caterer. Port of Antwerp-Bruges cannot under any circumstances be held liable for the services provided by the caterer.

Article 8 – Rates, costs, payments and cancellation charges

8.1 Basic rate: the charge for use of the Atrium is € 1500 (excl. 21% VAT). After 20:00 hours a supplement of € 250 (excl. 21% VAT) shall be charged. Catering is not included.

8.2 Basic rate: the charge for use of the Event Hall in honour of Marc Van Peel is € 1000 (excl. 21% VAT). After 20:00 hours a supplement of € 250 (excl. 21% VAT) shall be charged. Catering is not included.

8.3 Basic rate: the charge for use of the Auditorium is € 700 (excl. 21% VAT). After 20:00 hours a supplement of € 250 (excl. 21% VAT) shall be charged. Catering is not included.

8.4 Cancellation charge: cancellation of the activity must be notified by the Organiser in writing or by email to the appointed Port of Antwerp-Bruges contact person. If the activity is cancelled then a cancellation charge must be paid on the basis of the basic rate mentioned in art. 8.1, 8.2 or 8.3 as follows:

- more than 30 calendar days before the activity: 25% of the due amount;
- between seven and 30 calendar days before the activity: 50% of the due amount;
- less than seven calendar days before the activity: the full amount is due.

8.5 In case of *force majeure* affecting Port of Antwerp-Bruges, the latter may cancel the reservations without any form of compensation, of any sort whatever, in favour of whom or whatsoever. In such a case the Organiser shall be informed as quickly as possible. The Organisers of pending reservations shall similarly be informed as quickly as possible.

Article 9 – Waiver of charges

Port of Antwerp-Bruges may decide, giving reasons, to waive payment by the Organiser of charges, costs and payments, either in whole or part.

Article 10 – Technical equipment

The venues are fitted with audiovisual equipment. There is also a wireless network for Organisers wishing to connect their own PC to the internet. At the end of the activity, a Port of Antwerp-Bruges staff member will check whether all audiovisual equipment is still present. If any audiovisual devices are found to be missing, Port of Antwerp-Bruges will purchase replacements at the Organiser's expense. The use of technical equipment brought along by the Organiser, if any, is subject to prior authorisation.

Article 11 – Cloakroom

The Organiser may make use of the cloakroom provided, on the Organiser's own initiative. Port of Antwerp-Bruges cannot be held liable for any theft, damage or loss occurring to articles left there.

Article 12 – Services and personnel

The Organiser must provide sufficient personnel to ensure smooth functioning of the activity, including reception. During the activity the contribution by Port of Antwerp-Bruges shall be limited to a member of personnel or appointee at the venue to provide technical support or one member of personnel or appointee at the desk to provide support with reception and access control. After 20:00 hours there is always a security guard.

Article 13 – Supervision

The Organiser and the participants must follow the directions and instructions of the Port of Antwerp-Bruges personnel or appointees, in order to assure the safety of persons and the good functioning of the facilities. The Organiser must be able to determine unequivocally whether or not those present are participants. Any irregularities which are found must be reported immediately to a Port of Antwerp-Bruges member of personnel or appointee.

Article 14 – Alarm and safety

In case of fire alarm, bomb alarm or accident the Organiser must immediately take all measures necessary and must follow the emergency procedures laid down by Port of Antwerp-Bruges. The Organiser must also comply with the fire prevention regulations, for which the Organiser shall receive all necessary instructions. The Organiser undertakes to communicate the emergency procedure and instructions to their personnel, appointees and employees and to all third parties upon which they call.

Article 15 – Liability and insurance

15.1 Port of Antwerp-Bruges rejects all liability for theft, damage or loss occurring to equipment, facilities, objects and property brought along by the Organiser of the activity or by the participants except in the case of gross or intentional misconduct by Port of Antwerp-Bruges.

15.2 The Organiser is not required to take out a fire insurance policy, since Port of Antwerp-Bruges has already taken out a policy with waiver of recourse against the Organiser, according to the usual Belgian policy conditions.

15.3 However, the Organiser must take out a fire and/or all-risks policy to cover damage to the Organiser's own material, with waiver of recourse against Port of Antwerp-Bruges.

15.4 The Organiser is liable for all loss or damage caused by the Organiser or by the latter's negligence or by their personnel, to Port House or to Port of Antwerp-Bruges employees or to other third parties present in Port House at that moment. The list of fixtures and fittings mentioned in article 6.0 of these General Conditions shall serve as irrefutable evidence of the state of the venues before being used by the Organiser. Port of Antwerp-Bruges is also free to adduce other evidence to prove such damage.

Article 16 – Applicable law and competent court

This agreement is governed by Belgian law.

Any dispute concerning the interpretation or execution of this agreement shall be brought exclusively before the courts of Antwerp.

Article 17 – Period

These General Conditions apply as of the moment of first contact in the pre-contractual phase and during the time when the venue is made available.