

GENERAL TERMS AND CONDITIONS OF RENTAL

1. **CONTEXT AND ACTIVITY.** Muntpunt management retains the right to judge whether the requested rental activity is in keeping with Muntpunt's social and cultural traditions.

2. **SPACES.** Muntpunt only provides those spaces designated in the rental agreement and for the approved activity. Muntpunt may decide to rent out its other spaces and/or use them for its own activities simultaneously. The tenant undertakes to respect the agreed timing in accordance with the rental agreement. If this timing is exceeded, Muntpunt is entitled to additional compensation amounting to a minimum of 25% of the net rental price, without prejudice to its right to claim a higher compensation. Muntpunt reserves the right, in the event of force majeure and unforeseen circumstances beyond its control that prevent the provision of the space, to either suspend the Agreement for the period that is necessary as a result of the period of force majeure, or to terminate the Agreement definitively. The tenant will be informed of this immediately. The tenant will not be able to claim any compensation other than reimbursement of amounts already paid.

3. **STANDARD INFRASTRUCTURE.** Muntpunt provides the entire infrastructure of the spaces/meeting rooms, including furniture and audiovisual equipment contained within. A detailed description of the standard provisions per space and per selected setup can be found in the technical sheets. The standard design and setup (including audiovisual equipment) are prepared by the Muntpunt staff before the start of the activity. The tenant agrees to operate the facilities in the space with due care. After consultation and approval by Muntpunt, the tenant is permitted to use their own equipment (conference or audiovisual). The list of own equipment must be stated on the reservation form and the order form for liability and insurance reasons.

4. **ADDITIONAL SERVICES PROVIDED BY MUNTUPUNT.** Any deviation and/or adjustment to the standard infrastructure, including the provision of additional furniture, supplementary audiovisual material, additional personnel and all possible additional services provided by Muntpunt, must be requested by e-mail to zaalverhuur@muntpunt.be no later than 14 days before the event. Muntpunt will decide, after consultation with the tenant, whether the requested adjustments and deviations can be implemented.

5. **GOODS AND SERVICES PROVIDED BY EXTERNAL SUPPLIERS.** In order to avoid insurmountable conflicts between the technical requirements of the tenant and the technical infrastructure of Muntpunt, the tenant will provide Muntpunt with a list of the external services that they wish to use, including a list of materials, technical staff and goods, as well as the technical and practical requirements, and this at least 1 month before the rental date. The technical and practical planning must be drawn up in consultation with the Muntpunt Facility Coordinator. All payments for external services and goods provided must be settled directly between the tenant and the external supplier.

Muntpunt prefers to obtain catering from the operator/caterer of the Muntpunt Café (ground floor Schildknaap-building). This operator is familiar with the operation and infrastructure of Muntpunt. The tenant and the operator/caterer will discuss the goods and services to be provided. All payments must be settled directly between the tenant and the operator/caterer. If an external caterer is employed other than the operator of the Muntpunt Café, the tenant and the caterer must adhere to the following guidelines and conditions. The caterer is obliged to provide all information regarding their arrival, set-up and clear-out to the person responsible at Muntpunt in advance. The caterer will install their set-up according to the instructions and with the permission of Muntpunt. All materials brought along must comply with the applicable legislation. The necessary certificates must be made available for inspection. The Muntpunt Facility Coordinator has the right to refuse equipment if it does not comply with the safety regulations. Muntpunt reserves the right to refuse the above permission if it deems this appropriate in the interest of safety and the condition of the buildings. Leftovers, waste, dirty dishes and own plates, cutlery and glasses must be taken away by the tenant or the caterer immediately after the event. The caterer must submit a certificate at least 14 days before the event showing that they are sufficiently insured for personal liability (amount and covered damage). All payments must be handled directly between the tenant and the caterer.

6. **PAYMENT & DEPOSIT.** The total rental sum is binding upon signing the rental agreement. The tenant is not allowed to publicly announce their activities prior to payment of the rental sum. Muntpunt reserves the right to terminate the agreement and make the spaces available to other tenants in the event of non-compliance with the payment terms, namely within 30 days after the invoice date. The customer must comply with the law of 2 August 2002 on combating late payment and the possibilities to deviate from common law. Any invoice that has not been paid eight days after the due date will automatically, without notice of default and without judicial authorisation, incur a default interest of 0.58% per month that has commenced since the due date. In the event of unjustified non-payment of an invoice thirty days after the due date, a lump sum of 12% of the invoice amount, with a minimum lump sum of EUR 500.00 for administrative costs, shall be due by operation of law, without notice of default, without judicial authorisation and regardless of any compensation for moral or material damage suffered by Muntpunt for whatever reason. Muntpunt reserves the right to demand a deposit. The deposit must be paid in full before the tenant starts making use of the space. In the event of damage or failure to comply with agreements made, the deposit will be retained. The tenant will receive an invoice for any incurred costs within 7 days after the end of the activity.

7. **CANCELLATION.** If the tenant terminates the agreement after signing, the tenant owes Muntpunt a fixed and flat-rate cancellation fee (% of the rental price): 50% for cancellation between 30 and 8 days and 75% between 8 and 0 days before the event. Any costs already incurred for additional services and goods as stated on the order form will be added to this fixed amount.

8. **INSURANCE – TAXES – REGULATIONS.** Muntpunt vzw has a general personal liability insurance for the building and a comprehensive fire insurance. The tenant is responsible for all material and immaterial damage that is a direct or indirect consequence of the use of the above-mentioned spaces, with the exception of damage caused by the staff or representatives of Muntpunt. The tenant will take out the necessary insurance for this and declares that they are sufficiently insured against all possible risks and damage to/of employees, appointees, volunteers and visitors, goods and buildings that may arise during the execution of the obligations under this agreement. The necessary certificates must be available to be presented at the first request of the other contracting party. The tenant complies with the regulations regarding taxes on performances and entertainment, regarding SABAM, fair compensation, the status of the artist. The tenant undertakes to comply with the applicable police regulations and to contact the Brussels city police to request permission to park vehicles in the Koninginstraat and the Leopoldstraat around the Muntpunt building, and this at the latest 1 month before the event. All charges, costs, fines that are a direct consequence of the event taking place, including publicity, taxes, copyrights, neighbouring rights, permits, business charges, and excise duties, are entirely borne by the tenant.

9. **VAT NUMBER.** The agreed prices for goods and services supplied by Muntpunt are exclusive of VAT. Muntpunt vzw has a mixed VAT status with number: BE0838774539.

10. **PRACTICAL ARRANGEMENTS.** All deliveries for the event must be made exclusively via the loading dock at the service entrance of the Muntpunt building in Koninginstraat, 1000 Brussels. On police orders, tenants must ensure that trucks, vans and/or cars are moved immediately after unloading equipment. It is strictly forbidden to park vehicles in Koninginstraat and Leopoldstraat without permission from the police. Exits and emergency exits must be kept clear at all times. The tenant must ensure that the gross maximum capacity of the spaces is not exceeded at any time. The tenant must do everything in their power to guarantee the safety of their guests and the Muntpunt spaces and will follow all instructions from Muntpunt in this regard precisely, without this affecting Muntpunt's responsibility. Muntpunt is a smoke-free building. It is the tenant's responsibility to inform anyone who will enter the building on their behalf of this. The smoking ban is strictly enforced. Persons who are dependent on the tenant's organisation – including caterers, suppliers, service providers, guests, etc. – must be able to prove their identity to Muntpunt. The tenant or their representative must always be present on the day of the rental and ensure that the preparations begin and end promptly as agreed in the rental agreement. Simple audiovisual presentations can be provided by the tenant and their associates. Complex audiovisual presentations must be overseen by an experienced sound and image technician. In both cases, the Muntpunt representative present must be consulted in advance about the use of the technical equipment. It is assumed that each space (and the material made available therein) is in perfect condition at the start of the activity. The tenant has the right to draw up a report of the space before the start of the activity, together with a Muntpunt representative. If damage is found after the activity, the tenant must be present at the first invitation from Muntpunt to determine the damage in joint consultation. If the person concerned is not present, the damage will be determined by Muntpunt itself. Repair or replacement of damage as well as extraordinary cleaning will be charged to the tenant. All safety regulations concerning technical equipment must be observed by the tenant. The permanent manager has the formal final decision regarding measures that must be taken in the context of general safety. It is forbidden to nail, stick or paint on windows, doors, walls and floors or to use any adhesives on them. The use of open flames (including candles and fire pastes) is strictly forbidden. All lighting decorations and lighting effects must be electrical in nature. The Muntpunt Facility Coordinator reserves the right to ban equipment if it does not comply with the safety regulations. The organiser is responsible for the material that they leave in the room before or after the activity. There is no supervision of the toilets. If the tenant requires toilet supervision, they must provide it themselves. The date and times of the clean-up will be determined in mutual consultation with Muntpunt. The tenant undertakes to leave the premises in perfect condition. Muntpunt may hire a cleaning team if it is determined that the premises are left in a highly questionable condition. In such cases, the cost of cleaning will be fully charged to the tenant. In the event of other practical problems not listed in these agreements, the tenant must notify the on-site representative of Muntpunt.

11. **COPYRIGHT.** The tenant may only use the official name of 'Muntpunt' on their printed materials and in their publications, and this only and exclusively for specific purposes and in relation to the organisation of the event referred to in this contract. The use of the Muntpunt logo without permission is prohibited.

12. **PROMOTION.** The tenant will in no way refer to or implicate the reputation or organisation of Muntpunt in their promotional activities. The tenant will always make it clear that his event is not organised by Muntpunt and is not connected to Muntpunt's own activities. Placing flags, pennants, posters, panels or commercial stands of any kind is only allowed after the express permission of Muntpunt.

13. **APPLICABLE LAW AND DISPUTES.** In the event of disputes arising from this agreement, the parties will first seek an amicable settlement and will always respect the necessary discretion in doing so. In the absence of an amicable agreement, disputes relating to the conclusion, validity, interpretation or execution of this agreement will be submitted exclusively and for final settlement of the dispute to the courts of Brussels. Belgian law applies to this agreement.

14. CORONA CONTACT TRACING. The tenant undertakes, if Muntpunt is contacted in the context of Corona contact tracing, to provide Muntpunt with a list of the contact details of those present at their event. Muntpunt will only keep this data for 14 days and the privacy of the participants is protected in accordance with GDPR legislation - <https://www.muntpunt.be/privacy>.