

GENERAL REGULATIONS GOVERNING THE USE OF THE CENTRO CULTURAL DE BELÉM

I GENERAL PROVISIONS

Object

The present Regulations have as their aim the establishing of the general conditions to which contracts relating to the use of the Centro Cultural de Belém are subject.

Definitions and interpretation

For the purposes of the present Regulations the following text and expressions shall have the meaning stated below unless the contrary should result from the respective provisions:

- Centro Cultural de Belém: the venture located in Praça do Império in Lisbon and which, under the terms of Statute Law nr.361/91 of 3 October was allocated to the Fundação das Descobertas (the Discoveries' Foundation) under a surface rights' regime including:
 - - any of its component parts or the respective public area;
 - - the Centro Cultural de Belém area in which an event is held;
 - - any equipment, of whatever nature, which is to be found in the Centro Cultural de Belém or used for its respective activity.
- Fundação: the Fundação das Descobertas (the Discoveries' Foundation), a private corporate body and of public interest created by Statute Law nr.361/91 of 3 October and which has as the object of its statutes the conservation, administration and development of the Centro Cultural de Belém.
- Event (s): Each and every show, congress, seminar, conference, convention, day event, fair, reception, exhibition, meeting, festival, artistic, cultural, scientific, or sporting event, or any event of a commercial or similar nature.
- User: Anybody who has arranged a contract with the Fundação for the use, whatever this may be, of the Centro Cultural de Belém of its respective equipment.

In accordance with the context, any reference made to an individual may include corporate bodies and vice-versa: a reference made in the singular may include the plural and vice-versa.

II NORMS COMMON TO ALL TYPES OF USAGE

3. Forms of use of the Centro Cultural de Belém

3.1 The use of the Centro Cultural de Belém by any third parties interested in using the respective infrastructures on either an occasional or permanent basis shall depend on the signing of the respective contract with the Fundação.

3.2 Those contracts relating to the use of the Centro Cultural de Belém shall follow the model which can be best adapted to the desired type of use and to the infrastructures or equipment which are the object of them. These may be

contracts concerning rent, assignment of operation, loan for use, leasing or temporary transfer of space, equipment rental and the provision of services.

3.3 Those contracts relating to the use of the Centro Cultural de Belém shall always be regulated by Portuguese law and shall contain a clause attributing exclusive powers to the jurisdiction of Lisbon Courts or an arbitration clause.

3.4 The users of the Centro Cultural de Belém may only assign their respective contractual status by means of an agreement written by the Fundação and provided that they make themselves liable before the Fundação for compliance with the obligations which result from the present regulations for the assignee and from the contract which contains the contractual status assigned.

4. Inclusion in private contracts

Those contracts relating to the use of the Centro Cultural de Belém shall expressly refer to the present Regulations determining the respective provisions which are applicable to them.

5. Supervision by the Fundação

5.1 It is incumbent upon the Fundação to supervise all the forms of use of the Centro Cultural de Belém, directing, coordinating and monitoring the holding of all events which take place there and if necessary contracting those back-up services which prove necessary for the holding of the respective event or which have been requested of them.

5.2 In the performance of its supervisory duties the Fundação may issue those instructions, directives and norms which prove necessary for the effective coordination of the activities of the various users of the Centro Cultural de Belém, as well as those activities which prove indispensable for the maintaining of the security, comfort and hygiene of the facilities.

5.3 Those regulations, instructions and directives issued by the Fundação with a view to ensuring the hygiene, comfort and security of the facilities, are compulsory for all users of the Fundação and they may be altered, corrected or added to at any time by the Fundação should this prove necessary or suitable for the administration of the Centro Cultural de Belém or to safeguard the comfort, hygiene and security of the users of the Centro Cultural de Belém.

5.4 The users of the Centro Cultural de Belém undertake to accept that Fundação staff or anybody sent by the said Fundação shall have free access to the areas and/or outbuildings used provided that such people are duly identified and do not disturb the normal progress of the activities contracted for such areas. The users may restrict access to certain sites, in which case people specifically sent by the Fundação may enter the said areas. The Fundação security services shall always have free access to any area or outbuilding of the Centro Cultural de Belém even if such areas or outbuildings have been allocated to third parties by way of contract.

6. Hygiene and security of the facilities

6.1 It is incumbent upon the users to strive for the maintenance of order and security in the assigned areas, without prejudice of the exercising of the powers of the Fundação's own security services.

6.2 The users shall always keep the Centro Cultural de Belém areas which are granted to them clean.

- 6.3 The users shall always keep Centro Cultural de Belém emergency exits clear and without hindrance and respect the spaces intended for the circulation of the respective users.
 - 6.4 Under no circumstances shall access to emergency resources and equipment be obstructed which the Centro Cultural de Belém or emergency services external to the Fundação possess.
 - 6.5 In enclosed spaces users shall undertake not to allow access to any number of people greater than that which had been foreseen or authorised or which is liable to put the safety of people or property at risk.
 - 6.6 The users undertake, whenever this should be the case, to put the emergency and security mechanisms which are present in the areas assigned to them into operation.
 - 6.7 The users undertake to inform the Fundação in advance of any event which is to be held within the Centro Cultural de Belém areas whose use has been assigned to them and which is liable to put into question the safety, hygiene or comfort of the Centro Cultural de Belém facilities, namely each and every event which requires a strengthening of security or safety measures by the Fundação.
 - 6.8 The costs and expenditure which the Fundação bears due to the strengthening of hygiene and safety measures determined by any event as that referred to in the preassigning number shall always be charged to the users who have given rise to said costs.
 - 6.9 Those users who are contractually bound on a permanent basis to the Fundação (user-residents) undertake to comply with that which has been determined by the Fundação with regard to waste disposal and treatment and namely any directives the Fundação may establish in conjunction with the City Council services.
7. Preservation of the structural, technical and aesthetic conditions of the Centro Cultural de Belém
 - 7.1 Unless the prior agreement of the Fundação has been obtained in writing, the users shall forgo from carrying out any works or enhancements in those areas which they have been assigned and undertake to always observe the norms issued by the Fundação with regard to the aesthetic and security aspects of the Centro Cultural de Belém.
 - 7.2 The users undertake to respect the technical norms concerning the equipment and facilities which are present in the Centro Cultural de Belém and not to use any equipment which are liable to cause damage to the said facilities.
8. Staff at the service of the users
 - 8.1 Those people at the service of the users shall carry a card in a clearly visible place which identifies them and links them with the user for whom they are working.
 - 8.2 The users shall always be responsible for any damage which people in their service cause within the Centro Cultural de Belém facilities, be it to the Fundação or to third parties.
 - 8.3 All contracts signed by the users with third parties and which imply any activity by the said third parties within the said Centro Cultural de Belém facilities shall require the prior approval of the Fundação.
 - 8.4 In order to preserve the overall security of the venture, those contracts relating to the use of the Centro Cultural de Belém shall expressly foresee the starting and

finishing times of staff who, for any purpose, are to be found working for the users including the staff assigned to the cleaning of the assigned areas.

9. Working hours of the Centro Cultural de Belém

9.1 The use of the Centro Cultural de Belém shall obey the following timetable:

- a) Weekdays from 8 a.m. to 9 p.m.
- b) Saturdays, Sundays and Holidays from 10 a.m. to 7 p.m.;

9.2 The working hours established in the preassigning number may only be altered or extended by way of an agreement between the users and the Fundação.

10. Respect for public morality and keeping the peace

10.1 The users shall strive to keep the peace and maintain public morality in those areas which they have been assigned.

10.2 The users shall refrain from adopting and shall hinder in the assigned areas any conduct which is liable to affect or disrupt the normal functioning of the other activities of the Centro Cultural de Belém. They shall not be permitted to use any sound amplification equipment or equipment of a similar nature without the prior approval of the Fundação.

10.3 The Fundação reserves the right to order the expulsion from the Centro Cultural de Belém of anybody who fails to respect the peace, decorum and public morality within the Centro Cultural de Belém.

11. Reception and broadcasting of images

11.1 The reception of images within the Centro Cultural de Belém, for whatever purpose and by whatever means, and their public communication shall always be dependent on a written agreement to be signed with the Fundação.

11.2 The users are obliged to prevent images from being received within the assigned areas should an agreement not have been signed with the Fundação authorising the reception of the said images.

11.3 The exhibiting of films, photographs and video recordings in the Centro Cultural de Belém shall depend on the signing of a written agreement with the Fundação, the latter reserving the right to view in advance the images which it is intended to exhibit.

12 Responsibility for damages caused to the facilities or to third parties

12.1 The users of the Centro Cultural de Belém are responsible for all damage caused which may occur in the spaces which have been assigned to them, whether this damage has been caused by staff in their service or by third parties (including those people who take part in events in the assigned areas or who are mere visitors to these sites) or whether the said damage has been inflicted upon people or objects, both of the users themselves as well as by the Fundação and by third parties.

12.2 The users shall be solely responsible for any robbery or deterioration of all property to be found in the assigned areas, whether the said property belongs to the users themselves, to the Fundação or to third parties.

12.3 The contracts relating to the use of the Centro Cultural de Belém shall always foresee the need for the users to take out an insurance policy with a reputable entity intended to cover the damage referred to in the preassigning numbers.

12.4 A copy of the contracts referred to in the preassigning number shall always be given to the Fundação, the latter reserving the right to require the alteration of the same should it deem that the contracts signed do not suitably cover the responsibility of the users for the damages mentioned in the preassigning numbers 1 and 2.

13. Infringement of the present regulations

The infringement of the norms of the present regulations by the users shall be sanctioned under the terms of the provisions of the same without prejudice of the private sanctions established by those contracts signed between the users and the Fundação.

III ORGANISATION OF EVENTS

14. Scope of the present section

The present Section establishes the general regulations to which the holding of events in the Centro Cultural de Belém shall be subject, it being possible to complement, alter or revoke the said regulations by way of individual contracts signed between the users and the Fundação.

15. Proposal

15.1 Anyone intending to organise the holding of an event in the Centro Cultural de Belém shall address a written proposal to the Fundação, whenever possible giving minimum notice of three months prior to the date on which the commencement of the event is anticipated.

15.2 In the proposal referred to in the preassigning number the offeror shall:

- a) Identify the body responsible for the event;
- b) Indicate the name or designation which it is intended to give to the event;
- c) Provide a detailed description of the event which it is intended to organise and present all information required for the correct identification of the same;
- d) Specify the space they require;
- e) Make sketches of the event in which the occupation of the space ceded is detailed;
- f) Specify the advertising or publicity of another nature which they intend to put up and enclose drawings, photographs or any other graphic support of such messages, indicating the site and the manner in which they intend to put them up;
- g) Specify the type of property which it is intended to display or exhibit;
- h) Indicate the furniture or equipment which they intend to use for the holding of the events;

i) Indicate the additional services which are to be provided by the Fundação das Descobertas or contracted by the latter in the context of the event programme;

j) Should it be a question of exhibitions or similar events, present an exhibition programme, the brochures it intends make available to the public and the Conditions of Participation and/or Exhibition Regulations to be distributed by the exhibitors and enclose a term of guarantee in which it makes itself responsible for the adhesion of the exhibitors to the said regulations.

k) Should the signing of contracts with third parties be anticipated with a view to the assembly, organisation, participation or monitoring of events, whatever their nature, to enclose copies of the said contract drafts.

l) Provide any other information which are relevant for the Fundação to properly understand the event in such a way that the latter may essentially make judgement on the viability of holding the said event and provide the conditions to which the holding of the event shall be subject.

15.3 The users undertake to provide the Fundação with copies of the contracts which may be signed referred to in subparagraph j) of the preassigning number.

16. Preparation of the spaces. Setting up and dismantling of events

16.1 The setting-up and dismantling of exhibitions and of any other events shall be effected by the user and at the latter's expense though always under the monitoring and supervision of the Fundação.

16.2 The user undertakes to respect the guidelines which he has been given by the Fundação staff as regards the setting up and dismantling of those structures required for the holding of events.

16.3 Unless the prior agreement of the Fundação in writing is obtained no alteration in structure or decoration shall be made in the assigned areas and the user may not, without prior consent, affix, nail or stick anything on the walls, pavements, pillars, ceiling etc., nor may he cut or drill the said objects.

16.4 Any work which has to be carried out in the assigned areas for the supplying of electricity, water, gas, compressed air or something similar shall be effected by the Fundação or by companies contracted by the latter, though always at the expense of the user.

16.5 Once the event referred to in the contract assigning space for events is over, the user shall return the assigned area to the Fundação in the same state as he found it when it was assigned.

16.6 Should the space ceded not be returned in the state in which it had been found, the Fundação shall have any works carried out which prove necessary and shall return to the user any expenditure or costs incurred by such works.

16.7 The Fundação shall be entitled to order the stoppage of any setting-up or dismantling works for the events whenever they have not been executed in accordance with the applicable legal, regulatory and contractual provisions, or whenever the orders and instructions which the Fundação has issued in the course of its supervisory duties have failed to be respected.

16.8 The setting-up and dismantling of the events shall be effected within the deadlines and working hours determined by the Fundação or agreed with the users.

17. Use of technical equipment

17.1 The technical equipment present in the assigned areas may only be used by the user if this is expressly foreseen by the contract signed with the Fundação.

17.2 Unless the contrary should result from the contracts signed with the Fundação the users may only use their own technical equipment or the technical equipment of third parties should such equipment not be present in the assigned areas or should the Fundação not possess the said equipment.

17.3 The Fundação reserves the right to require the existing technical equipment in the assigned areas or supplied by the Fundação to be operated by Fundação staff, the users having to bear the corresponding expenses.

18. Payments

- 18.1 The prices owed by the users for the temporary assigning of areas, for the use of equipment and for the services supplied by the Fundação shall be established by contract in accordance with the table in force at the time when the contracts are signed.
- 18.2 Any payments owed to the Fundação shall be made by cheque in the latter's respective offices or by means of a deposit to be made in the Fundação's bank account.
- 18.3 Should someone who has signed a contract for the temporary assigning of space for the holding of an event decide not to hold the planned event or be unable to hold it for part or all of the agreed period for any reason not attributable to the Fundação, the latter shall not be obliged to refund any amounts it may have received, the aforementioned person being obliged to make those payments agreed and the expenses incurred by the Fundação, unless the latter should decide to the contrary.
- 18.4 Should the assigned area not be available for part or all of the agreed period for any reason not attributable to the Fundação and namely, due to the fact the Centro Cultural de Belém has been so requested by the State, the Fundação shall be in no way liable, only being obliged to refund those amounts it may have received which relate to the period of time in which the assigned area could not be used.
- 18.5 Any additional costs relating to the strengthening of security or hygiene measures determined by the holding of events shall be incumbent upon the organisers of the said events.
- 18.6 Those payments owed for the use of the spaces of the Centro Cultural de Belém shall be made within thirty days of the date on which the invoices are sent by the Fundação, unless a different agreement should be made. Any delay in payments shall involve the payment of interest.
- 18.7 Should the payments not be made on the agreed dates the Fundação may dissolve the contract unilaterally assigning space on a temporary basis and retain, as compensation, all the amounts received without prejudice of the right to request compensation for the surplus damage.

19. Fundação's obligations

The Fundação shall only undertake to provide those services and goods or that equipment specifically foreseen by the contracts which they sign with the users of the Centro Cultural de Belém.

20. Users' obligations

- 20.1 In addition to the other obligations which result from the present Regulations or from the contracts which they sign with the Fundação, the users who organise events in the Centro Cultural de Belém shall undertake to:
- a) Comply with and enforce all laws and regulations, including municipal ones, which are applicable to the holding of the event which they are organising and obtain all authorisations and licences necessary for this purpose.
 - b) Maintain the area assigned for the holding of events duly clean during the period of assignment;
 - c) Not store, use or allow anyone else to use within the assigned areas highly flammable or explosive substances, gases, hazardous substances or materials

(including pesticides and insecticides), odorous or radioactive substances, unless they have previously obtained the consent of the Fundação;

d) Accept the norms of the present Regulations as well as the instructions and directives issued by the Fundação with regard to the safety, hygiene and comfort of the Centro Cultural de Belém;

e) Not use the space ceded for any purpose other than that which has been established in the contract signed with the Fundação, unless there should be an agreement to the contrary by the Fundação itself;

f) Respect the rights of third parties, namely as regards copyright and trademark laws and obtain all licences which prove necessary in this respect;

g) Bear the payment of all licences, charges and taxes on the holding of events as

well as any intellectual property rights;

h) Not exceed the capacity and seating of the spaces leased;

i) Not exceed the electrical load capacity agreed between the parties or foreseen for the assigned space.

20.2. The Fundação may require its users, prior to the holding of events, to prove that they have made the payment of the amounts referred to in subparagraph g) of the preassigning number.

21. Publicising and signposting of events

21.1 The putting up of advertising relating to events both inside and outside the Centro Cultural de Belém and also the signposting of the same for the general public, shall depend on the prior agreement of the Fundação.

21.2 Should the user wish to advertise for the events on the radio, television or written press or by means of any other means or support he shall submit the wording of the messages to be publicised to the approval of the Fundação up to thirty days prior to the commencement of the event.

22. Fundação's Responsibility

22.1 The Fundação may not be held responsible for any damage which the completion, execution or violation of a contract assigning space on a temporary basis may cause third parties.

22.2 Should the Fundação have to compensate third parties for the damage referred to in the preassigning number it shall be entitled to be refunded this money by the user to whom such damages are attributable.

Lisbon, 3 August 2000