

Venue hire contract City of Culture of Galicia

* The following form must be filled in correctly to formalise the booking of the space

DETAILS OF THE EVENT

Event name

Organiser

Event date(s)

Event time

SPACES FOR HIRE

LIBRARY:

 Xosé Neira Vilas Auditorium Room I Room II

CEM:

 Eisenman Room

CINC:

 Auditorium 1 Auditorium 2 Conference Hall

FONTÁN BUILDING:

 Auditorium Event Room Other: Indicate room no.

GAIÁS CENTRE MUSEUM:

 1st Floor Vestibule Ground floor Seminary Room

OTHER INDOOR SPACES:

 Other indoor allocations (**) Indicate the space Space for food / drink / other stalls

OUTDOOR SPACES / OTHERS:

 Outdoor enclosures and squares (*) Indicate the space Space for food / drink / other stalls

(*) Bookings of spaces in Forest of Galicia, Theatre Garden, Lake Park, leisure areas, public areas

(**) Allocations (exceptionally and under technical criteria: Hedjuk Towers, Service Gallery, etc.)

APPLICANT ENTITY. TAX INFORMATION

Name and surname(s) / Company name / Public Sector Body

Tax ID no. of the Entity

Applicant type*

Representative

National ID no.

Position

Address

City

Email

Phone

* **Type 1 Applicants:** entities from the private for-profit sector that organise activities not related to the Foundation's own purposes.

* **Type 2 Applicants:** public sector entities and official bodies not specified in types 3 and 4, as well as associations and non-profit associations and entities belonging to the incubator and shared working space of the City of Culture of Galicia.

* **Type 3 Applicants:** entities that, by virtue of agreements of a patrimonial or collaborative nature signed with the Foundation, have premises and facilities (not related to this procedure) at their disposal under the agreed financial terms and conditions.

* **Type 4 Applicants:** applicants that meet the following characteristics:

- Have signed financial collaboration or sponsorship agreements with the Foundation for the exercise of their own cultural activities.
- Belong to the organic structure of the Department of Culture, Education and University.
- Are part of the Gaiás Fund.

INFORMATION ON THE EVENT TO BE HELD

Brief summary of the event (description, target audience, objective or purpose of the event).

In , on of 20

Firma y sello

(entidad o persona solicitante)

FAVOURABLE EVALUATION

Signed:
Events Department
Fundación Cidade da Cultura de Galicia

AUTHORISED AND IN COMPLIANCE

Signed: Ana Isabel Vázquez Reboredo
Managing Director
Fundación Cidade da Cultura de Galicia

BASIC INFORMATION ON DATA PROTECTION

| | |
|----------------------------------|---|
| Data controller | Fundación Cidade da Cultura de Galicia. |
| Legal basis for treatment | Fulfilment of a mandate carried out in the exercise of powers derived from a competence legally attributed to the data controller, as well as fulfilment of legal duties imposed on the said controller (GDPR and Organic Law 3/2018, of 5 December, on personal data protection and guarantee of digital rights). Specifically, monitoring applications for hire of spaces and authorisations. Data processing for billing purposes (where applicable). Events calendar of the City of Culture (only event details, not personal). |
| Data recipients | Personnel of the Events Department and Personnel of the Financial Management Department. The data obtained in this form will not be transferred to third parties. |

Exercise of rights Interested parties may access, rectify and delete their data as well as exercise other rights through the electronic platform of the Regional Government of Galicia or in the places and registries established in the regulations governing the common administrative procedure.

Contact information for the Data Protection Officer and further information www.xunta.gal/proteccion-datos-persoais

Regulatory update In the event that there are different normative guidelines regarding personal data protection in this procedure, those found in the General Data Protection Regulation shall prevail in all cases.

GENERAL CONDITIONS GOVERNING THE HIRE OF FACILITIES AND SPACES

By signing this form, the APPLICANT PERSON/ENTITY expressly accepts the following clauses:

GENERAL CONDITIONS GOVERNING THE HIRE OF FACILITIES AND SPACES

These conditions are applicable in all cases in which entities or institutions not related to the City of Culture of Galicia Foundation request the use of space in buildings and facilities of the City of Culture of Galicia for short-term activities, such as holding conferences, courses, seminars, exams, meetings, exhibitions and cultural or social activities, provided that the above does not affect the normal course of activities of the City of Culture of Galicia Foundation.

Entities with "agreed" fees, as defined below, must submit this application, regardless of whether the conditions of use and the authorisation system are included in the signed agreement or contract.

The fees and general conditions included in the application form for the corresponding year will apply. The corresponding VAT will be applied to the established fees.

There are four types of fees depending on the characteristics of the applicant person/entity:

Tariff 1: "General"

Applicable to private for-profit sector entities

Tariff 2: "Reduced"

Applicable to those public sector entities and private public corporations (Professional Associations, Chamber of Commerce, Guilds) that are not included in Rates 3 and 4, as well as other associations and non-profit organisations and those authorised by the Fundación Cidade da Cultura to use spaces in the Entrepreneurship Centre.

Tariff 3: "Agreed"

Applicable to those entities that, by virtue of agreements of a patrimonial nature or of collaboration facilities (outside this procedure) under the agreed economic terms and conditions.

Tariff 4: "Exempt"

Applicable to applicants with the following characteristics:

- 1) Have signed, in the year of application, financial collaboration or sponsorship agreements with the Foundation for the exercise of cultural activities of the Foundation
- 2) Belong to the organisational structure of the Regional Ministry of Culture.
- 3) Entities belonging to the Gaiás Fund for Galician Enterprise.

At present, the prices and services included in the different types of fees are found in Annex I, without prejudice to updates in amounts, where applicable, at the beginning of each fiscal year.

The signature of this application implies acceptance of the fees and the rest of the general and specific conditions of use established by the Foundation.

SPECIFIC CONDITIONS OF USE

Under no circumstances may the use of the facilities or spaces covered by this application on the part of APPLICANT PERSON/ENTITY alter the normal functioning of the services and activities of the City of Culture.

Applications must be sent fully completed and signed, with all attached documentation (according to the applicant type), to the following addresses:

eventos.cdc@xunta.gal

Any amendments to the documentation or the application due to unavailability of spaces on the indicated dates must be made within two working days from when the email indicated in the application is sent. If this is not done, it will be understood that the applicant withdraws their request, and the file will be archived.

In the event that several applications coincide in time or date,

the order of entry of the application will be taken into account, and preference will be given to applicants under the type 4 fee structure.

In view of the documentation and availability of the space, the Foundation's managing director will make the decision to authorise the space requested. This authorisation will be formalised upon signature of the same application. The authorisation (and, where applicable, the rejection) will be sent by email to the applicant at least two working days (ten working days for applicants under the type 1 fee structure) prior to the date of the event or activity.

If the Foundation's authorisation includes any type of observation or condition beyond those indicated in this application, the applicant will have to give their express consent, also by email, prior to using the space provided.

The authorisation will be transferred directly to the Events Department in order to handle any technical and organisational issues of the requested space.

Under no circumstance may an event be held without the form having been signed by the APPLICANT PERSON/ENTITY and the FOUNDATION.

INVOICING AND CANCELLATION POLICY

Applicants under the type 1 fee structure.

Provided that prior authorisation has been given by the Foundation's management body for the hire of the requested spaces or facilities, the applicant must leave a deposit equivalent to 25% of the corresponding fee. This amount must be paid by bank transfer to account number ES10 2080 0388 2930 4000 0198. In the event that such payment is not made (by means of the corresponding slip), the booking made by the applicant will be understood to be cancelled. This deposit will not be refunded if, for reasons attributable to the Assignee, the event is cancelled within seven working days prior to the date of the activity or event.

Once the authorised event has been held, the Foundation will issue a single invoice for the total amount of the event or activity, however only the remaining amount corresponding to 75% of the fee will be subject to payment. This amount must be paid into the aforementioned account within thirty days following receipt of the invoice.

Applicants under the type 2 or 3 fee structure.

No prior deposit is required. Once the authorised event has been held, the Foundation will issue a single invoice for the total amount of the event or activity.

This amount must be paid into account number **ES10 2080 0388 2930 4000 0198** within thirty days of receipt of the invoice. Notwithstanding the above, if, for reasons attributable to the Assignee, the event is cancelled within seven working days prior to the scheduled date of the event, the invoice shall also be issued for the total amount of the event.

In the event of courses or activities spanning several days:

Bookings are available from September to July. In these cases, in order to make the booking official, a down payment of 50% of the total amount of the course is required.

This deposit will not be refunded if the event is cancelled within 10 days prior to the date of the first activity or event. Once all sessions of the authorised event have been held, the Foundation will issue a single invoice for the total amount of the event, however only the remaining amount corresponding to 50% of the fee will be subject to payment.

RIGHT OF ADMISSION

The APPLICANT PERSON/ENTITY shall exercise the right of admission to the hired facilities and spaces. Should a person not be admitted in a duly justified manner, the APPLICANT PERSON/ENTITY may count

on the collaboration of the security personnel of the FOUNDATION to ensure that the non-admitted person leaves the facilities. The APPLICANT PERSON/ENTITY is responsible for the treatment given to the public by the personnel in their charge.

CLEANING

The Foundation has a cleaning service for the entire premises of the City of Culture of Galicia. Notwithstanding the above, once the event has been dismantled, the APPLICANT PERSON/ENTITY shall ensure that the space and facilities are left in the same condition as when they were hired.

The APPLICANT PERSON/ENTITY shall remove all materials and elements used. Any elements that remain uncollected will be eliminated by the cleaning service, whereby the Assignee has a maximum of one day after the event to give prior notice and collect said items. If such collection does not take place, the Assignee will be billed for this service in a separate item as per the going rate.

If the APPLICANT PERSON/ENTITY requires an extraordinary service or additional cleaning, they must communicate this circumstance to the Foundation 48 hours in advance, indicating the number of hours of additional service it needs; this forecast must be previously authorised by the Foundation in order to maintain service quality and not undermine the usual daily service contracted by the Foundation. Extraordinary services will be billed to the APPLICANT by the contractor.

MAINTENANCE

When using the hired facilities and spaces, the APPLICANT PERSON/ENTITY will be responsible for safeguarding and maintaining the areas affected by the venue hire, thus committing to keep them in perfect condition at all times.

If at the end of the period of use of the hired facilities and spaces, any facility or space has been soiled, the APPLICANT PERSON/ENTITY undertakes to restore them to their original state at its own expense.

- In the event that special lighting equipment is needed, the APPLICANT PERSON/ENTITY will be responsible for bringing the necessary portable equipment. Any special installations (panels, signs, etc.) will be at the APPLICANT'S expense. The human resources necessary for such activities must be provided by the APPLICANT PERSON/ENTITY.

- Once the event has ended, the entire installation must be dismantled, leaving the spaces in the same condition in which they were before the event.

- APPLICANTS shall comply with all rules established by the FOUNDATION for security and, where applicable, maintenance. Failure to comply will result in the cancellation of the event.

- The APPLICANT PERSON/ENTITY shall provide all extraordinary surveillance and security measures necessary to prepare for and hold the activities.

Where applicable, media outlets attending the act or event may record the necessary images for dissemination, subject to the conditions indicated by the FOUNDATION.

RESPONSIBILITIES

The FOUNDATION will not be liable in the event of theft, robbery, loss or damage of any material owned by the APPLICANT which is located within the spaces subject to the venue hire agreement, no matter the cause, from the moment the corresponding authorisation enters into force. The APPLICANT is responsible for the supervision and security of the furniture and equipment they own.

The FOUNDATION will not be responsible for receiving items from couriers. If it is necessary to send material through a courier company, a person responsible for organising the event will be in charge of any collections, returns or shipments.

Likewise, the FOUNDATION will be exonerated from any liability that may result from excess occupancy of the hired space, which may in no way exceed the regulations in force.

Elsewhere, all personnel hired by the assignee entity will depend exclusively on the APPLICANT PERSON/ENTITY, who shall have all rights and duties inherent to its condition as an employer. As such, the Foundation will remain completely unattached to the aforementioned labour relations.

The APPLICANT PERSON/ENTITY will be solely responsible for any damages, both physical and material, which may be caused to occupants and third parties, and that are a direct or indirect consequence of the activities carried out by them or their dependants and of the services provided. As such, the FOUNDATION will remain exempt from any liability.

Failure to comply with these obligations on the part of the APPLICANT PERSON/ENTITY, or any breach of the provisions in force on safety and health by the technical personnel appointed by the assignee entity, will not imply any liability for the Foundation.

PRICE

When hiring the facilities, spaces and services described in this application, the APPLICANT PERSON/ENTITY shall submit payment to the FOUNDATION for the amount shown in Annex I. Prices approved for the current year are also published on the website www.cidadedacultura.gal.

The following are included in the fee for hiring a space:

- standard post-event clean-up service to leave the premises in the initial state.
- immediate infrastructure maintenance service from 07:00 to 21:00 on business days, and the emergency service outside these hours.
- standard building surveillance service

DUTIES OF THE APPLICANT PERSON/ENTITY

By virtue of these clauses, the APPLICANT PERSON/ENTITY undertakes to:

a) Faithfully comply with the indications and instructions given by the FOUNDATION and its personnel in order to achieve improved operations and perfect harmony.

b) The APPLICANT PERSON/ENTITY is expressly prohibited from installing any sign or advertisement, of any kind whatsoever, on the premises without the authorisation of the FOUNDATION.

c) Self-supporting graphics may not act on the architecture of the building.

d) Respect exits, exit signs, hallways and entries.

e) In the case of spaces such as the first floor of the Gaiás Centre Museum, in addition to the aforementioned form, the APPLICANT PERSON/ENTITY will need the following documents:

– DETAILED PROJECT OF ACTIVITIES. The project must include a summary of the schedule of activities for the event dates and indicate:

I. Detailed summary of the purpose of each event

II. Location of each activity

III. Expected attendance per activity (max. 800 people)

IV. Needs for each activity: furniture, equipment or structures to be installed; electrical appliances and machinery to be used; technological devices; electrical and technological connections; energy consumption foreseen for each activity; cleaning, maintenance and safety plan for spaces; etc.

V. Detailed plan with location of furniture, equipment or structures to be installed for each activity.

– RISK ASSESSMENT If the planned assembly affects the use of the building by modifying evacuation routes or space capacity, the APPLICANT PERSON/ENTITY shall prepare and submit an Event Self-Protection Plan for subsequent approval by the director of the Unique Self-Protection Plan of the City of Culture of Galicia. This plan must:

- Detail occupied spaces or locations.
 - Detail maximum capacity and capacity control system.
 - Detail equipment, furniture or structures to be installed, stating the type, materials, measurements, fittings, etc.
 - Detail energy sources needed to execute the activity.
 - Detail human resources dedicated to the activity.
- g) Use the hired spaces according to the highest standards of quality and reputation, consistent with holding public events.
- h) Ensure good order within the spaces and facilities.
- i) Adopt the necessary measures to ensure proper hygiene inside the spaces and facilities provided and the healthiness of food and beverages, whenever they are made available to users or attendees of the event by the APPLICANT PERSON/ENTITY, to prevent any disease or poisoning, for which the FOUNDATION would not be liable in any way.
- j) Demonstrate and justify, whenever requested by the FOUNDATION, compliance with all duties referred to in the previous paragraph, safety and hygiene at work, technical and sanitary regulations, where applicable, food handling, etc.
- k) Comply with all health and social security regulations affecting personnel, as well as be in compliance with all labour and tax duties.
- l) Not breach any prohibitions on contracting, as indicated in the Public Procurement Act (LCSP - Ley de Contratación Pública) and, especially, be in compliance with national, regional and local tax and social security obligations imposed by the provisions in force.
- m) Have all national, regional and local administrative licenses that cover all activities the APPLICANT carries out. The APPLICANT PERSON/ENTITY must faithfully comply with the current regulations on occupational risk prevention and any other sectoral regulations on safety and must pay any and all taxes levied on its activity.
- n) The APPLICANT PERSON/ENTITY must allow personnel assigned by the FOUNDATION and workers or industrialists sent by the FOUNDATION to access the space within normal operating hours, so that they can perform, inspect and verify any kind of work or repair affecting the hired space.
- o) Ensure that the purpose of the event is in no case to promote prohibited apologies or illegal gatherings.

EVENT ACCESS SECURITY AND CONTROL

The FOUNDATION has a security service for the entire premises of the City of Culture of Galicia. Nevertheless, access control to the spaces covered by this application, as well as security once inside, will depend on the APPLICANT PERSON/ENTITY. To this end, the latter shall avail of the personnel it deems appropriate and shall establish the schedules according to the needs of the event. Access control personnel must wear a visible and permanent badge that identifies them and certifies them as such. Said badge must also be approved by the FOUNDATION.

If the APPLICANT PERSON/ENTITY requires an extraordinary service or additional security, they must communicate this circumstance to the Foundation 48 hours in advance, indicating the number of hours of additional service it needs; this forecast must be previously authorised by the Foundation in order to maintain service quality and not undermine the usual daily service contracted by the Foundation. Extraordinary services will be billed to the APPLICANT by the contractor.

DISSEMINATION OF IMAGES FROM THE EVENT

The reproduction, dissemination and communication of images, sounds, or documents from the event held by the APPLICANT, insofar as they include references or images, external or internal, of the facilities, spaces or areas belonging to the FOUNDATION, in any printed, audio-visual or Internet media, or on any physical or virtual medium, must be expressly authorised by the FOUNDATION upon submission of the application for hire of the space by the APPLICANT.

The FOUNDATION may use images from the event. As part

of the event, the APPLICANT PERSON/ENTITY gives their consent to the City of Culture of Galicia Foundation to freely capture, publish and disseminate photographic and audio-visual or analogous reproductions related to the event on the website(s), social networks, or similar, of the City of Culture of Galicia Foundation for any specific or generic promotional campaign to be executed by the Foundation.

This authorisation is understood to be granted for the use of photographs, images and voice recordings, or part thereof, which generally reflect the activities related to the event itself, within the scope and for the purposes of communicating and disseminating all programmes of the City of Culture of Galicia Foundation, as well as any other project aimed at promoting the activities of the City of Culture of Galicia Foundation in internal or external media, provided it has a social and non-commercial nature, and so that they can be exploited in all media currently known and any that may come about in the future.

This authorisation, made under the terms set forth in this agreement, is understood to be made free of charge.

This authorisation is understood to be granted with a broad territorial and temporal scope, so that the Foundation may use these images, or part thereof, in all countries of the world without geographical limitation of any kind.

HIRE AND SUBLEASE

Under no circumstance is the APPLICANT PERSON/ENTITY allowed to hire or sublease the spaces or facilities covered by this agreement..

ANEXO I: TARIFAS Y SERVICIOS

| BUILDING | Capacity | SPACE | GENERAL | REDUCED | AGREED | EXEMPT |
|---------------------------------------|----------------------------|------------------------------------|---------------|---------------|------------------------------|--------|
| CEM | 80 | Eisenman Hall | 800,00 € | 400,00 € | In accordance with agreement | 0,00 € |
| LIBRARY AND ARCHIVE OF GALICIA | 121 | Xosé Neira Vilas Auditorium | 726,00 € | 363,00 € | | |
| | 24 | Room I | 240,00 € | 120,00 € | | |
| | 24 | Room II | 240,00 € | 120,00 € | | |
| | 30 | Off Space | 300,00 € | 150,00 € | | |
| | GAIÁS CENTRE MUSEUM | 800 | Floor -1 | 4.800,00 € | | |
| 300 | | Tirantes Hall | 1.800,00 € | 900,00 € | | |
| CINC | 177 | Auditorium 1 | 885,00 € | 442,50 € | | |
| | 106 | Auditorium 2 | 530,00 € | 265,00 € | | |
| | 250 | Convention hall | 1.250,00 € | 625,00 € | | |
| FONTÁN BUILDING | 700 | Whole auditorium | 2.100,00 € | 1.050,00 € | | |
| | 80 | Events Room | 800,00 € | 400,00 € | | |
| | 10 | Room 1 | 100,00 € | 50,00 € | | |
| | 12 | Room 2 | 120,00 € | 60,00 € | | |
| | 6 | Room 3 | 60,00 € | 30,00 € | | |
| | 10 | Room 5 | 100,00 € | 50,00 € | | |
| | 20 | Room 6 | 200,00 € | 100,00 € | | |
| | 25 | Room 7 | 250,00 € | 125,00 € | | |
| | 20 | Room 8 | 200,00 € | 100,00 € | | |
| | 50 | Room 9 | 400,00 € | 200,00 € | | |
| OUTDOOR SPACES | | Squares and outdoor enclosures (*) | 500,00 €/day | 200,00 €/day | | |
| | | Stands | 30,00 €/day | 20,00 €/day | | |
| INTERIOR SPACES | | Other indoor facilities (**) | 600,00 €/day | 300,00 €/day | | |
| | | Stands | 50,00 €/day | 30,00 €/day | | |
| | | Covered parking | 30,00 €/month | Not available | | |

(*) Reservation of spaces in Galician Forest, Theatre Garden, Lake Park, leisure arenas, public use areas

(**) Allocations (on an exceptional basis and under technical criteria: Hedjuk Towers, Service Gallery...)

SERVICES INCLUDED IN THE TARIFF:

- Parking area
- Security Service (except for extraordinary services or reinforcements)
- Cleaning service (except for extraordinary services or reinforcements)
- Space for technical secretariat
- Room technician (depending on staff availability)
- Includes assembly and disassembly days
- Private guided tours possible
- Wi-Fi

SERVICES NOT INCLUDED:

- Catering service, additional security and additional cleaning.
- Additional cleaning and additional security means the following:
 - Indoor security not on site or controlling access, in person, from the usual timetable.
 - Indoor cleaning in the rented premises that requires longer cleaning hours than those established by the Foundation.