

## GENERAL TERMS AND CONDITIONS

Article 1: The user must be able to present this contract to any appointee of the **PIANOFABRIEK** who requests it. All participants must register at the reception desk prior to the start of the activity. If the activity is spread over several days, they still need to register each day.

Article 2: All agreements sent by the **PIANOFABRIEK** to the user by mail prior to the activity/room use shall be considered an addendum to the user agreement and an integral part thereof.

Article 3: The **PIANOFABRIEK**, through the concierge or his representative, has access to all premises occupied by the user at any time.

Article 4: The **PIANOFABRIEK** is open Monday to Saturday from 8am to 11.00pm. Outside these opening hours, users and visitors are not allowed in the centre. Users should therefore provide enough time to finish their activity so that everyone can effectively leave the centre by 11.00pm. On Sundays, the centre is closed and the **PIANOFABRIEK** is not accessible, including for clean-up or preparations for activities.

Article 5: The **PIANOFABRIEK** has the right at any time to refuse access to the centre, remove participants from the activity or suspend the activity if it poses a danger, causes a nuisance and/or damages the infrastructure.

Article 6: The user is jointly and severally responsible for what happens in and around the premises used during the leased period.

Article 7: The **PIANOFABRIEK** is responsible for the insurance and licensing associated with the operation of the building.

Article 8: The **PIANOFABRIEK** declares that it has insurance regarding objective liability for fire and explosion.

Article 9: The user must fully comply with applicable standards for safety within the building. These standards are based on the General Rules on Labour Protection (ARAB), in the guidelines of the Brussels Fire Brigade and in the conditions of the Operating License.

The user will pay close attention to ensuring:

- All emergency exits remain clearly visible, clear for passage and accessible at all times and throughout the rental period and upon leaving the premises.
- All emergency exit lighting remains visible at all times. If the user notices that the emergency lighting is not working, he shall immediately report it to the authorised **PIANOFABRIEK** personnel.
- No risky actions, that could cause physical accidents or damage to the rooms or the entire building, shall take place. Therefore, it is forbidden to light fires in the building (including outdoor areas), bring or carry weapons. If this item is violated, **PIANOFABRIEK** will immediately notify the police department and file a formal complaint.

Article 10: The **PIANOFABRIEK** cannot be held responsible for accidents that occur while using the rented premises. The user must take out insurance for himself, the members of his association and visitors as regards civil liability, physical accidents and damage to third parties.

Article 11: The user must comply with all legal provisions arising from legislation, police regulations, etc. In this regard, we would like to emphasise that the legislation prohibits the use of or incitement to consume alcoholic beverages by persons under the age of 16.

Article 12: The **PIANOFABRIEK** is bound by the generally applicable standards for the dissemination of amplified sound in accordance with the Brussels Capital Government Decree of 26/01/2017 (Belgian Official Gazette



**PIANOFABRIEK vzw**

Rue du Fort 35, B-1060 Saint-Gilles - [zalen@PIANOFABRIEK.be](mailto:zalen@PIANOFABRIEK.be) - +32 (0)2 541 01 70

IBAN: BE17 4389 2325 6121 (KBC - BIC: KREDBEBB)

VAT: BE 449.928.758

21/02/2017 & Belgian Official Gazette 19/12/2017). Within this framework, the user agrees not to disseminate amplified sound exceeding the levels of 95 dB(A) and 110 dB(C) (calculated on the duration of 15 minutes)

Article 13: The user/organiser is obliged to pay all possible taxes, duties, copyrights, etc. (such as Sabam/Unisono and fair fees) resulting from the activities that take place in the premises or their immediate surroundings.

Article 14: Smoking indoors is also strictly prohibited. This applies to all rented rooms, the hallways, reception area, café and other areas located within the **PIANOFABRIEK** building. The only outdoor areas where smoking is allowed are the patio next to the café and the outdoor courtyard adjacent to Zabriskie Hall.

Article 15: Use of tape, stickers, drawing pins, tacks, nails and staples is prohibited. For the attachment of materials, you must use adhesive gum or fastening eyes attached to the ceiling. No holes should be made in the wall or ceiling.

Article 16: All beverages, snacks and meals must be purchased through the **PIANOFABRIEK's** own hospitality and catering services. Exceptionally, you may deviate from this rule with prior written consent and the payment of a 60 euro fee. External catering is allowed provided proper arrangements are made in advance.

Article 17: A full description of the furniture and technical equipment in the rental rooms can be found at the following link: <https://www.pianofabriek.be/en/zalen>. Standard equipment is included in the rental price of the rooms. If the user wishes to use additional equipment (i.e. not included in the standard equipment), the **PIANOFABRIEK** will charge extra for this. The availability of the additional material can only be guaranteed if it is mentioned below or if a formal agreement has been confirmed by mail by the competent service of the **PIANOFABRIEK**. The user is responsible for the equipment during the rental period; in case of loss or damage, he will be charged additional fees for compensation.

Article 18: The **PIANOFABRIEK** is not insured for accidents and thefts during activities. We expect users to purchase insurance for the risks associated with their activity.

Article 19: The user may use the name "**PIANOFABRIEK**" only as an address. Under no circumstances may the logo be used. The **PIANOFABRIEK** only includes activities that take place in the context of a rental in its general communications if there has been prior consultation.

Article 20: If the activity cannot take place due to force majeure (fire, strike, etc.), the parties shall notify each other as soon as possible. The contract is then interrupted for that day without either party being able to assert a right to compensation. In case of mutual judicial rupture of the contract by one of the parties, a right to compensation will be due; the minimum amount of which will be equal to the above, agreed contribution to fixed costs, to be increased by any production, administrative or judicial costs. If the rental covers multiple days, this article only covers the day to which the force majeure applies.

Article 21: Cancellation terms

The user may cancel the current contract according to the following conditions:

- Cancellations can only be communicated in writing and only to the following email address: [zalen@Pianofabriek.be](mailto:zalen@Pianofabriek.be)
- Cancellations are free within 7 working days with written notice before the start of the rental period.
- **Up to 5 business days** (the deadline to communicate this is the 6<sup>th</sup> business day before the start of the activity), the user will have to pay **25% of the total amount** as compensation to the **PIANOFABRIEK**.
- **Up to 3 business days** (the deadline to communicate this is the 4<sup>th</sup> business day before the start of the activity), the user will have to pay **50% of the total amount** as compensation to the **PIANOFABRIEK**.



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- **From 24h** before the activity, **100% of the total amount** must be paid to the PIANOFABRIEK as compensation.
- By **total amount**, we mean the amount for **room rental** as well as the total amount for **catering** ordered, the amount of which is mentioned in the above paragraph.

*Article 22:* The **PIANOFABRIEK** reserves the right to request an advance payment from the user of the full amount stated in the user agreement. This request will be communicated to the user by mail to the mail address provided in the user agreement.

*Article 23:* In the event that a deposit is requested from the user, the reservation and use of the rooms will be guaranteed only upon receipt of the requested amount as stated on the rental agreement by the **PIANOFABRIEK**.

*Article 24:* Payment must be made without suspension or set-off within 30 calendar days of the invoice date by transferring the requested amount to the IBAN number BE17 4389 2325 6121 (BIC: KREDBEBB) in the name of the **PIANOFABRIEK vzw**

*Article 25:* After the expiration of the payment term, the user shall be in default by operation of law, without formal notice being required. The user then owes interest of 2% per month on the total amount of the invoice with a minimum of 62 euros and interest of 12% per year from the due date of the invoice

*Article 26:* In case a liquidation, bankruptcy or (provisional) debt rescheduling arrangement is declared in respect of the user, or if a substantial part of the assets is seized, as well as in case of force majeure, all obligations of the user under any agreement shall become immediately due and payable. The **PIANOFABRIEK** is then authorised to suspend the concluded contract with the user and immediately proceed to dissolve that contract.

*Article 27:* The Court of Brussels shall have sole jurisdiction over all disputes arising between the user and the **PIANOFABRIEK**. However, the **PIANOFABRIEK** remains responsible for filing the dispute with the competent court in the user's place of residence.

*Article 28:* In addition to being a centre for socio-cultural activities, GC Pianofabriek is also a recognized social integration enterprise. In the hospitality, administration, reception, and technical departments, many people are in training. We ask that you take into account that some people are in a learning process and are learning the job as they go.



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