

RULES FOR THE USE OF THE SPACES OF BARCELONA ACTIVA

1. Introduction

This document regulates the leasing of spaces and technical material whose titleholder is BARCELONA ACTIVA to institutions, entities, companies and professionals for holding events, especially about topics related directly or indirectly with the economic promotion of the city or for events of interest to the citizens in general.

The availability and timetables for the spaces is conditioned by their compatibility with the activities carried out by BARCELONA ACTIVA in the buildings in which they are located.

Any question not foreseen in this document will be resolved by the people responsible and/or the competent organs of BARCELONA ACTIVA.

BARCELONA ACTIVA has the full faculties for prohibiting in any moment, even in the case of a signed reservation, the holding of events or activities that go against the dignity of the people or fundamental rights, in accordance with the legislation in force.

The spaces available can be requested and reserved in accordance with this general regulatory framework and the specific provisions outlined as follows.

2. Procedure for the reservation and formalisation for the leasing of spaces.

The leasing of spaces has to be formalised by following the procedure established in this document. The applications of reservation can be carried out a maximum of six months prior to the start of the use of the space.

2.1. Normalised model of application

So as to obtain the authorisation for the use of any of the spaces of Barcelona Activa, the interested parties should present the application on the form which can be accessed in the website www.barcelonactiva.cat/lloguerespais.

The presentation of the application includes the unconditional acceptance of the Rules for the use of spaces. In the application it is necessary to include the time for the setting up and dismantling of the activity. In those cases considered to be opportune, Barcelona Activa may request from the organisers any documentation associated with the activity (programmes, scripts in the case of filming, etc.).

The application should be presented at least fifteen calendar days prior to the holding of the event or activity. Under no circumstances does the presentation of an application imply a pre-reservation of the space.

2.2. Authorisation of the leasing for the use of the space

Once the application has been received, Barcelona Activa will analyse it, and if it decides to proceed, will give its approval and notify the applicant of the authorisation for the use of the spaces as well as the prices and conditions of the reservation.

Barcelona Activa will be able to refuse to lease the use of the space if the activities are not compatible with the normal functioning of the facilities or do not comply with the requirements stated in the first clause of this document as well as for reasons of availability or of the management of its buildings.

The applicant will not be able to pass on the use of the spaces to third parties without the prior and express authorisation from Barcelona Activa in writing.

The applications for modifications or cancellations of the reservation should be made at least seven calendar days beforehand. If this period is not respected or the cancellation is not communicated, Barcelona Activa will, in concept of indemnisation for damage caused, be able to demand of the applicant the payment of 50%

of the amount corresponding to the price of the leasing, which could be taken from the amount already paid, or if it is the case, the deposit paid.

2.3. Payment and delivery of the insurance certificate.

The price for the leasing of the spaces and the additional services will be based on the rates approved annually by Barcelona Activa.

The applicant should pay this price within a maximum period of five calendar days, counting from the date of reception of the invoice, by bank transfer or by paying into the account designated by Barcelona Activa. Under no circumstances can the applicant pay directly to the staff of Barcelona Activa, the invoice always being compulsory.

The applicant will be charged for those additional expenses that could be caused as a result of any special need that the activity requires. If Barcelona Activa has to intervene directly in the request for these extraordinary services, the corresponding expenses will be directly invoiced to the company that has provided the services.

Furthermore, in a maximum period of seven calendar days counting from the receipt of the notification of acceptance of the reservation and, in any case, prior to the use of the spaces leased, the applicant should provide Barcelona Activa with the current insurance certificate for social responsibility. In any of the possible cases, the applicant entity will respond to all material, personal or moral damage derived from the holding of the event, of the work of setting up and taking down, and of any other act that is legally chargeable, Barcelona Activa being exonerated of all responsibility in this respect.

The reservation of the space remains without effect and the leasing of it is revoked if the full payment for the space has not been paid within the period established and if no certificate has been delivered of the corresponding current insurance.

Barcelona Activa reserves the right to annul, for justified causes or public interest, the leasing of the authorised spaces. In this case the amount paid will be returned to the applicant.

It is also foreseen the possibility of demanding, as well as the payment of the corresponding price, the payment of a deposit in cash that guarantees the payments of the services and of possible damages.

3. Services included and not included in the fee

3.1. Services included

The fee provides the right to:

- the use of the space and the technical equipment and support for this during the holding of the event.
- the maximum energy consumption allowed of the permanent installations of the space.
- the acclimatisation of the space – heating or air conditioning, in those spaces with are provided with suitable equipment. The open air spaces are exempt from this condition.
- a representative from Barcelona Activa who will make sure that the installations offer the service contracted, as well as ensuring the smooth running of the event.

3.2. Services not included in the fee for obligatory contracting

The following services are not included in the fee but are those that the applicant is obliged to contract from Barcelona Activa:

- The technical services of the room throughout the holding of the event.
- The cleaning services on finalisation for the “Hall of the MediaTIC” building.

These services should be contracted and paid prior to the start of the use of the space.

4. Setting up and dismantling

The setting up of the event will be carried out in accordance with the application approved by Barcelona Activa and should closely follow the instructions, of everything that is not foreseen, that will be given during the preparation of the event by the technicians of this leasing entity.

Once the holding of the event is finished, the applicant is committed to, and responsible for, the removal of any element that forms part of the set up, an obligation that the person in charge of the applicant will guarantee with his or her presence.

5. Capacity of the spaces

The applicant is committed to respecting the maximum capacity permitted of the spaces and will be responsible for the compliance of this limit. The maximum capacity permitted is defined by the number of seats in each space.

6. People in charge

The applicant should name a person in charge that will act on his/her behalf in terms of the coordination and organisation and will act as interlocutor with the person responsible from Barcelona Activa, during the setting up, the dismantling and the holding of the event, and will be responsible for all the aspects of the organisation of the activity. The person responsible for the applicant will be responsible for receiving the public, the control of the capacity of the space, and the maintenance of the order and control during the holding of the event.

If the presence of authorities is foreseen during the event, this will immediately be communicated to Barcelona Activa.

The person responsible from Barcelona Activa will be the interlocutor with the applicant for all those aspects related to the event, and will ensure the fulfilment of the conditions established for the use of the spaces.

7. Compliance with the rules of security and prevention of labour risks

The applicant will be responsible for the fact that all the work carried out by the organisation, the setting up and dismantling of the programmed event, complies with the rules in force with regard to the Security and Prevention of Labour Risks as well as of the rules applicable to the specific conditions of the materials used and to that which is applied during the holding of the event.

The applicant agrees to act in conformity with the rules in force in questions of security and hygiene, and especially regarding the maximum capacity of the rooms, emergency exits and measure against fire, assuming full responsibility for the results caused by the non-fulfilment of these rules.

In all cases, the applicant will at all times follow the instructions that the staff of Barcelona Activa could give in this respect, with regard to security.

The applicant is committed to ensuring the fulfilment of the rules of security by the attendees of the event, as the control of access of the attendees is the applicant's responsibility.

8. Graphic image of Barcelona Activa in the public communications of the celebrations of the event

The use of the graphic image of Barcelona Activa and its logos in publicity material, or similar material, must be submitted for prior authorisation in writing from Barcelona Activa.

9. Authorisations and licenses

If the activities require a municipal license or other permits, the applicant agrees to obtaining these prior to the start of the use of the space. In any case, the total indemnity of Barcelona Activa is established.

10. Publicity and signposting

The collocation of commercial material on the outside or inside of the leased spaces will not be permitted, unless it has the express authorisation of Barcelona Activa.

The signposting of the event should be approved beforehand by the person responsible from Barcelona Activa, and any modification should be communicated beforehand and authorised by the same. The cost of the signposting will be covered by the applicant.

11. Use of the spaces

11.1. Timetables and fees

The use of the installations includes the acceptance of the fees that are listed in the annex, as well as the rest of the conditions established by Barcelona Activa, according to the following criteria for timetabling:

- The timetable for the leasing of spaces is from Monday to Friday, from 8.30am to 8.00pm.
- The use for half a day corresponds to 5 hours uninterrupted (morning or afternoon). If this limit is surpassed, Barcelona Activa will demand the payment of the price corresponding to the higher rate.
- The use for a full day will be limited by the fixed limit of the timetable, established as 8.00pm.

11.2. Maintenance of the installations

The applicant has the responsibility for maintaining the installations in the same state as they were found, prior to being used. The applicant will assume the cost of any damage caused to the space of the material that has been leased or that exists in the space.

At the end of the activity, the spaces should be left free, and should be in the same condition as when they were handed over.

The applicant will cover the cost of the elimination of waste and any element that forms part of the setting up or dismantling.

The damage or faults caused to the installations should be repaired at the cost of the applicant.

11.3. Use of the leased space

Only the space and equipment leased will be available to the applicant, and at the times pre-established, and in this sense, other spaces and/or equipment will not be able to be used, nor will there be access to these without the authorisation of Barcelona Activa. For reasons of security, the access of people, or the organisers of the event is totally prohibited outside those areas which have been expressly destined as such. Barcelona Activa will not be responsible for any damage caused that the non-fulfilment of this rule may cause, and in any case these damages will be assumed by the applicant.

All the areas of Barcelona Activa are smoke free areas. It is therefore prohibited to smoke in any part of the facility, common zones or toilets.

The timetable established must be respected, as well as the indications from the caretakers, or those responsible for the management of the equipment, especially with reference to security.

11.4. Activities to be carried out

Only the authorised activities can be carried out, in accordance with the application, no other activity can be carried out without the express authorisation of Barcelona Activa.

11.5. Elements of security and prevention

During the holding of the activity in the spaces leased, under no circumstances should the emergency exits, emergency signposting, fire extinguishers or alarms, be blocked, suffer from difficult access, obstructed or covered in any way, or any other elements of security or prevention.

The electric installations should not be modified in any way, without the express and prior authorisation in writing from Barcelona Activa.

11.6. Ornamentation

The collocation of any element of ornamentation should be duly applied for beforehand, from the person responsible from Barcelona Activa, and this should be authorised beforehand.

11.7. Prohibitions

In the spaces it is not permitted:

- To store objects or material susceptible to producing any form of combustion or explosion.
- The access of animals except in specific situations in which prior authorisation has been given.
- To enter or leave the spaces with food or drink.
- To pin, hang or stick material in any the spaces of Barcelona Activa without express and prior authorisation.
- To carry out any work or installation in the leased spaces, of temporary use, or to make any changes to the structures of the installations.

11.8. Abandoned material

Any material which is not taken away on the completion of the dismantling, shall be considered to be abandoned. The applicant should cover the cost that the removal of this material from the rooms should occur.

12. Responsibility

Barcelona Activa is free of all responsibility for the loss of material, disappearance or robberies that may take place in the spaces of the activity.

Barcelona Activa remains at the margin of and totally exonerated from all responsibility in terms of the contents or manifestations that could result from the holding of the event, being able, if it is considered necessary, to demand of the user that they publicly state the non-involvement of Barcelona Activa in this respect.

Barcelona, July 2011

Annex

RENTAL RATES FOR THE SPACES 2011 (1)

		Rate (2)
Auditorium of Headquarters	½ day	€955
	1 day	€1,275
Auditorium of technology Park Barcelona Nord (3)	½ day	€766
	1 day	€1,008
Conference hall of MediaTIC (3)	½ day	€900
	1 day	€1,200
Common spaces conference hall of MediaTIC (3)	½ day	€800
	1 day	€1,000
Hall of MediaTIC	1 day	€2,500

(1) Current rates until 31/12/2011. The prices established do not include VAT, which will always be charged to the user.

(2) Discounted rates will be applied in the following cases:

- The City Council of Barcelona and municipal companies.
- Companies installed in the business incubator or business centres of Barcelona Activa, or those which were installed less than a year.
- Habitual clients who have rented the space 4 times or more.
- The entities and companies that belong to the Board of Directors and/or promoters of the programmes of Barcelona Activa.

(3) The construction or improvement of these spaces has been funded by the European Regional Development Funds (ERDF). The price of rental has been calculated to cover the running costs.