

General terms and conditions Studio Tarmac

Article 1: Reservation and use of space Tarmac

Article 1.1: Validity

- These general terms and conditions are valid for the academic year 2020-2021.
- The general terms and conditions and usage fees can be revised at any time.

Article 1.2: Definitions

In these general terms and conditions the following terms are used:

- Tarmac: the multifunctional space on the ground floor of the GATE15 site.
- The user: a person, organisation or association using the Tarmac space.
- A-IVA Antwerpen Studentenstad: the operator of Tarmac.

Article 1.3: Object of the General Terms and Conditions

- This document defines the conditions for using the infrastructure of the Tarmac room, Kleine Kauwenberg 15, 2000 Antwerp.
- These general conditions combine the agreements mentioned in the regulations for fees and the practical framework of A-IVA Antwerpen Studentenstad, as well as other regulations concerning the use of space.
- A-IVA Antwerpen Studentenstad authorises the use of room Tarmac.
- The general conditions are an integral part of the permission.
- When using the room the user approves the agreements and the general conditions.
- Subletting and transfer of the right of use to others is not allowed.
- A-IVA Antwerpen Studentenstad reserves the right to refuse activities.

Article 1.4: Nature of the activities

As room rental in GATE15 is not possible during this corona period, STAN temporarily sets up space Tarmac as Studio Tarmac. Studio Tarmac will be used as a technically equipped and acoustically closed studio for

- recordings;
- podcasts;
- live broadcasts;

In addition, the space cannot be used for the following activities or purposes:

- Activities that cause nuisance to the other users or the surroundings of A-IVA Antwerpen Studentenstad.
- Cantuses.
- Religious services.

- Activities of political parties, candidates or third parties who want to make propaganda for political parties or candidates during the period of impasse (40 days) for the local, provincial and parliamentary elections.
- Events with a discriminatory character or where certain beliefs and messages are proclaimed that are contrary to the general interest.
- Any activity contrary to public order, security and morality.

Article 1.5: Use of the Tarmac space

- During a corona pandemic, different conditions apply with regard to the maximum number of people allowed. STAN refers to the sector protocols and the federal and local corona measures.
- The maximum number of people allowed in the room is 4.
- When exceeding the maximum number of persons allowed in the room, A-IVA Antwerpen Studentenstad has the right to stop the activity. The user has no right to compensation.
- The use of the material is free of charge. The list of available material can be consulted on our website: <https://www.stanstan.be/zaal-huren/>.

Article 1.6: Users

(Retribution regulations 17/12/2019, article 3)

- Students studying at an Antwerp university or college and Antwerp student organisations are the priority target group for the use of Tarmac.
- PhD students do not fall under the category of 'student' for the purpose of rental.
- The user must be at least 18 years old.

Article 1.7: Payment

(Retribution regulations 17/12/2019, article 4)

A-IVA Antwerpen Studentenstad applies different fees:

- All rates can be found in the fee regulations.
- There is a minimum use of 3 hours.
- For Studio Tarmac there is a maximum use of 2 half-days per week unless agreed otherwise.
- During the corona pandemic different measures apply to the availability of room Tarmac. STAN refers to the applicable sector protocols and the federal and local corona measures. The room is available every day, including weekends, between 9 am and 11 pm.
- The rates apply for 1 hour's use. Take into account the build-up and breakdown (make sure you reserve the time for build-up and breakdown).
- The reserved hours will be charged even if the event is ended early.

- The use of Studio Tarmac falls within the scope of the objectives of the Meet & Greet space. Consequently, the rates for Studio Tarmac are those valid for Meet&Greet:

Space Meet&Greet	Evening + weekend	Wed + Fri 9 am to 5 pm	Mon + Wed evening
Students	20,00 euros per hour	Free of charge	Free of charge
Non-students	50,00 euros per hour	50,00 euros per hour	50,00 euros per hour

The amounts stated are exclusive of VAT. VAT is due on the fee, unless the user indicates at the time of reservation that a legal ground for exemption applies to him/her. These exceptions are:

- I. The user is a natural person not acting in a professional capacity;
- II. user is a non-profit making organization;
- III. user uses the room(s) for VAT-exempt activities.

The user is responsible for the accuracy of the information provided in this regard.

Article 1.8: Drinks and catering

(Practical agreement framework 14/05/2020, article 4.1.)

- During the corona pandemic, other measures apply with regard to drinking and catering facilities. STAN refers to the applicable sector protocols and the federal and local corona measures.
- It is not possible to purchase drinks.
- Catering is not possible.
- It is not allowed to provide and consume own drinks and food.

Article 2: General

Article 2.1: Application procedure

- In order to guarantee proper processing, the space must be reserved at least 2 weeks in advance. If the request period is shorter, the user must first contact A-IVA Antwerpen Studentenstad.
- In case of approval or refusal the user will be informed by mail.
- After the activity, a digital invoice will be sent to the user (*Antwerp fee regulations 17/12/2019, article 6*).
- Activities can be cancelled free of charge up to 2 weeks before the scheduled date of the event. If the cancellation is made after this period, the user must pay the fee in full (*Antwerp fee regulations 17/12/2019, article 5*).
- A-IVA Antwerpen Studentenstad reserves the right to withdraw a granted permit in case of force majeure, in the framework of the general interest of the city administration or in case of danger for the safety and/or public order without entitling the user to claim any compensation.
- A-IVA Antwerpen Studentenstad is not responsible and cannot be held liable for any damages suffered as a result of a refusal or withdrawal of permission to use (*Antwerp fee regulations 17/12/2019, article 5*).

Article 2.2: Security

- In case of physical or verbal aggression from users or visitors towards an employee of A-IVA Antwerpen Studentenstad or towards visitors amongst themselves, the employee of A-IVA Antwerpen Studentenstad has the right to stop the activity. The right to compensation for the user lapses.
- The sector protocols and the applicable federal and local coronation measures have to be followed at all times. When the measures are not followed, the STAN staff has the right to stop the activity. The right to compensation for the user lapses.
- The user is at all times responsible for all forms of damage, loss and/or theft of materials. In case of any form of damage/theft of materials of A-IVA Antwerpen Studentenstad or the building the user will have to pay for the damage according to the new price or offer, requested by A-IVA Antwerpen Studentenstad (*Antwerp fee regulations 17/12/2019, article 5*).
- Own material cannot be brought along unless there is a written approval of A-IVA Antwerpen Studentenstad. This includes decoration and such. This needs to be requested at least 1 week in advance.
- When hanging up posters, flags,... the user makes sure that there is no damage to the building or interior. Approval also has to be given by A-IVA Antwerpen Studentenstad. Costs resulting from damage will always be compensated by the user.
- An adult must always be present who is responsible during the event.

Article 2.3: Prohibition

- There is a total ban on smoking in the buildings on the GATE15 site.
- Smoking is allowed on the square in front of bar TAKEOFF.
- The organiser is not permitted to sell, serve or offer alcoholic beverages (beer, wine, etc.) to young people under 16 years of age.
- Spirits with an alcohol content of minimum 15% are not allowed.
- Challenges leading to drunkenness or excessive alcohol consumption are not allowed.
- Any form of drugs is strictly forbidden. The user must ensure that no visitor uses drugs during the activity.
- Open fire or the use of flammable substances is forbidden at all times.

Violation of the above rules will always lead to the termination of the event.

Article 2.4: Nuisance

- The user shall always ensure that the local residents are not disturbed by the activity, including during the build-up and breakdown of the activity.
- In the event of noise nuisance, the music and sound system will be made quieter or switched off completely. The activity of the user may not obstruct the normal course of other activities in the building. Access for users of other rooms on the GATE15 site must also be safeguarded at all times (*Practical agreement framework 14/05/2020, article 4*).

Article 2.5: Access

- The user shall use the room only for the purpose for which the request was made. Other rooms are not accessed. This is the responsibility of the user (*Practical agreement framework 14/05/2020, article 4.2.*).
- A-IVA Antwerpen Studentenstad and its delegates (attendants) have the right and the opportunity to supervise the use of the premises at any time (*Antwerp fee regulations 17/12/2019*).
- A-IVA Antwerpen Studentenstad and its delegates (attendants) have the right to stop the activity in case of violation of the agreement framework and the right to stop the activity (*Antwerp fee regulations 17/12/2019*).
- Animals are not allowed with the exception of assistance dogs (*Practical agreement framework 14/05/2020, article 4.2.*).

Article 2.6: Use

- At the start of the activity A-IVA Antwerpen Studentenstad and the user make a short description of the place. The same happens after the end of the activity (*Antwerp fee regulations 17/12/2019*).
- The room is left clean after use in accordance with the set-up plan. All used materials and contact surfaces are disinfected according to STAN guidelines and the applicable corona measures. If this is not the case, a fixed cost of €50 may be charged (*Antwerp fee regulations 17/12/2019, article 5*).
- For the provision of personnel, an hourly rate can be charged in accordance with the established hourly rates to be charged to third parties as most recently approved by the City Council (*Antwerp fee regulations 17/12/2019, article 5*).
- When borrowing technical equipment, the applicant declares himself capable of operating it himself. Or he will appoint someone who is competent to do so.
- In the event of damage to a room, equipment or furniture or if these are not left as stipulated in the agreement framework, the costs of repair or cleaning shall be charged in full to the applicant for the room (*Antwerp fee regulations 17/12/2019, article 5*).
- In case of damage or theft the user shall immediately inform A-IVA Antwerpen Studentenstad.
- An employee of A-IVA Antwerpen Studentenstad is always present. This employee does not take part in the construction or dismantling works or help in the hall.
- Emergency and fire signs as well as fire extinguishers must remain visible and accessible at all times (*Practical agreement framework 14/05/2020, article 4.2.*).
- All (emergency) exits shall be kept clear at all times (*Practical agreement framework 14/05/2020, article 4.2.*).
- A-IVA Antwerpen Studentenstad is not responsible for possible accidents, nor for theft, loss or damage to the belongings of users and visitors of the premises.
- The insurance of A-IVA Antwerpen Studentenstad is not applicable for users of the room, the user has to provide this himself.

- The user is responsible for copyrights, equitable fees, taxes and other legal obligations (*Antwerp fee regulations 17/12/2019, article 5*).
www.sabam.be
www.ikgebruikmuziek.be

Article 2.7: Discontinuance and Disputes

(Antwerp fee regulations 17/12/2019, article 5)

- Violations of the general terms and conditions by the user may lead to discontinuation of the activity. This can be done by employees of A-IVA Antwerpen Studentenstad or the police. All costs related to this will be charged to the user.
- When the event is stopped by A-IVA Antwerpen Studentenstad or the police, the user will be charged for the space and the consumed drinks.
- Possible fines are always for the user and cannot be recovered from A-IVA Antwerpen Studentenstad.
- Cases which are not covered by the general conditions will be settled by A-IVA Antwerpen Studentenstad. In case of dispute the courts of Antwerp are competent.

You can consult the full fee regulations and framework of agreements via the following links:

Antwerp fee regulations internal independent agency "Antwerpen Studentenstad"

Practical agreement framework for renting spaces "Meet & Greet" and "Tarmac"