

---

## Terms and Conditions of Facility Rentals and Box Office for External Hirers

---

These terms and conditions govern the rental of facilities at the Philharmonie and the ticketing service entrusted by external organisers to the Établissement public Salle de Concerts Grande-Duchesse Joséphine-Charlotte (hereinafter the "Public Establishment").

### Article 1. Applicability of the terms and conditions

The provision of facilities, services, and installations at the Philharmonie is exclusively governed by the rental agreement signed by the Public Establishment and the hirer, these terms, and conditions and by the purchase orders signed by the hirer and annexed to the final invoice issued by the Public Establishment.

Upon signing the rental agreement, the Public Establishment asks the hirer to read and initial a copy of the terms and conditions of facility rentals and box office for external hirers, and to return them to the Public Establishment. By initialling these terms and conditions, the hirer unconditionally acknowledges the validity and applicability hereof.

### Article 2. Facilities, services, and installations provided

The details and terms and conditions of the facility rentals, services and installations, and the corresponding costs are provided in the applicable terms and price sheets in force. These sheets may be consulted on the Public Establishment's website ([www.philharmonie.lu](http://www.philharmonie.lu)) and may be given to the hirer on request. They shall also be appended to the rental agreement.

The Public Establishment reserves the right to use for internal purposes the number of seats indicated on the terms and price sheets appended to the rental agreement.

If necessary and at the hirer's request, a facility plan can be provided by the Public Establishment and annexed to the rental agreement.

The Public Establishment may propose, where necessary, the use of the services of third parties for the supply of certain services provided to the hirer.

### Article 3. Rental of facilities for catering purposes

If the rented space were to be used for catering purposes, the hirer shall be free to choose the caterer, but must obtain the approval of the Public Establishment. In certain special cases, the choice of caterer may be imposed on the hirer by the Public Establishment.

The choice of the caterer must be determined before the rental agreement is issued by the Public Establishment in order to include it therein together with the adequate provisions concerning the facilities.

The Public Establishment shall draw up an agreement with the caterer based on the terms and conditions governing the organisation of the catering service within the Philharmonie. The hirer shall be sole responsible for the quality of the catering service and the choice of caterer. In the event

of a problem with the quality of the caterer's service, the hirer is sole responsible and cannot make appeal against the Public Establishment.

### Article 4. Reason for the rental

The facilities, services and installations are provided exclusively for the event organised by the hirer as described in the rental agreement signed by the parties. Any change to the reason for the rental must be stipulated by a written amendment to the rental agreement.

### Article 5. Hirer's liability

If an event takes place at the Philharmonie, but is organized by a third party, the Public Establishment is not responsible for the event itself (modification of the schedule, interruption, change of program or distribution).

The hirer shall be exclusively liable for his event and for any damage caused to the Public Establishment as a result of any act whatsoever (fault, breach, negligence or imprudence) committed by it or by its staff, managers, representatives (intentional, tacit or apparent) and staff employed by the hirer.

The hirer shall contract an appropriate third-party liability insurance for its event, covering any injuries to the public and to the persons employed by the hirer, as well as property damage and rental damage, including any deterioration or missing items caused by it or by a third party in connection with its event organised at the Philharmonie. The Public Establishment reserves the right to ask the hirer to submit an insurance certificate.

### Article 6. Liability of the Public Establishment

The Public Establishment shall only be liable to the hirer if it fails to fulfil any of its obligations, amendments thereto, and purchase orders arising from the rental agreement and these terms and conditions.

The Public Establishment is invested with the rights of house manager at the Philharmonie. It may delegate such rights to third parties, particularly to security services (visitor support team, fire brigade, ambulance attendants, caretakers, etc.). The orders and instructions of the Public Establishment must be respected by everyone.

The Public Establishment disclaims all liability for theft and/or damage to objects in the storerooms or in other premises at the Philharmonie.

### Article 7. Assignment and multiple hirers

The hirer may only assign the rights arising under the rental agreement to a third party with the prior written agreement of the Public Establishment. In the event of an assignment, the hirer shall remain jointly and severally liable with the third party.

In the event of multiple hirers, they shall be jointly and severally liable to the Public Establishment. Any undertakings made by one hirer shall bind all the hirers jointly and severally with regard to the Public Establishment.

## **Article 8. Final booking of facilities**

For the booking of a facility at the Philharmonie to become final, the hirer must return the rental agreement signed, the terms and conditions initialled, produce any first-demand bank guarantee demanded by the Public Establishment and pay a deposit on the amount due to the Public Establishment within fifteen (15) calendar days of receiving the rental agreement and its appendices from the Public Establishment.

Failure to comply with any of these conditions will result in the hirer losing all rights relating to the booking of the event date and the Public Establishment shall be released from all obligations generally arising or which may arise under the facility rental agreement, under these terms and conditions and those relating to the box office. It shall then be entitled to cancel the hirer's booking and to freely use the abovementioned facilities and installations throughout the time defined by the rental agreement.

The amount due by the hirer is defined in the rental agreement. If the agreement does not detail the prices of the different facilities, the terms and price sheets valid on the signature date of the rental agreement shall apply.

The deposit requested corresponds to 50% of the amount due at the time of the booking and must be paid by transfer to the Public Establishment's bank account referenced in the rental agreement. The Public Establishment shall send the hirer an invoice for the deposit. The hirer's payment of the deposit must include the reference of the deposit invoice. The Public Establishment also reserves the right to charge in advance for any third-party service necessary for the smooth organisation of the event.

The Public Establishment may ask the hirer to submit an irrevocable first-demand bank guarantee issued by a Bank accredited in Luxembourg. This guarantee is designed to cover any compensation that may be due by the hirer, but without limiting the total compensation possibly due in the event of damage for which it is directly or indirectly liable.

Where applicable, the bank guarantee and the relevant terms and conditions shall be defined in the rental agreement.

At the end of the agreement, the Public Establishment shall issue a final invoice listing all amounts due, and deducting the deposit or deposits paid by the hirer.

## **Article 9. Organisation of events**

The hirer, whether it is sole or joint, shall be the exclusive organiser of the event with all ensuing rights and obligations.

In this regard, the hirer shall particularly assume all risks whatsoever which result or may result from the organisation, preparation and staging of the event.

The Public Establishment shall provide the hirer with the mandatory number of visitor support staff meeting the specific requirements of the Philharmonie facilities and the type of event. The corresponding costs, i.e., the number of people, the duration and the hourly cost of the staff are indicated on the terms and price sheets appended to the rental agreement (cf. Article 2).

Additional services depending on the organisation of the event, such as services relating to VIPs, the press, the stage, the tiers, etc. may be provided separately at the hirer's expense by the Public Establishment according to its possibilities and according to the hirer's needs after prior written agreement of the Public Establishment. These services must be specially stipulated in the rental agreement or on additional purchase orders.

The hirer is only authorised to involve support staff on its own initiative with the Public Establishment's prior, written agreement. In this respect, the precise duties of this staff shall be defined in advance between the parties. Moreso, it is expressly agreed and accepted that the decisions made by the visitor support and security staff of the Philharmonie must be strictly respected by the hirer.

The Public Establishment shall appoint a project manager whose decisions must be strictly respected by the hirer.

For each event, the hirer must appoint and communicate to the Public Establishment the full name and title of a manager authorised to make decisions relating to the organisation and running of the event and empowered to legally represent the hirer. This manager must be reachable at all times throughout the rental and be present during the event. The data provided to the Public Establishment by the hirer will only be used for the purposes of the event and will be erased within one month of the end of the event. For more information about the data processing, please consult the "Data protection" fact sheet available on our internet site.

The attendance by members of the Grand – Ducal Family at the hirer's event requires a prior formal consultation and visit of the premises between the organiser and the Public Establishment.

## **Article 10. Information about the organisation of events**

The hirer shall submit in writing to the Public Establishment:

- at least 2 months before the start of the event, a detailed and finalised technical data sheet for any amplified or technically complex event.
- at least 10 days before the start of the event, a detailed plan of the organisation of the event in question and, where applicable, a stage plot.
- the day before the event, any change to the first plan submitted. If several changes must still be made, the Public Establishment will attempt to make them to the extent possible.

## **Article 11. Commercial use of facilities and distribution of merchandise**

The hirer must seek and have received the prior written agreement of the Public Establishment to organise any distribution, whether free of charge or against payment, of food, beverages, and merchandise, including discs, books, and gadgets, in the facilities provided to the hirer at the Philharmonie. In case of distribution against payment, the Public Establishment reserves the right to receive a commission of 12.5% on the amount including VAT of the proceeds generated by commercial activities

within this framework. VAT shall be applied to the commission at the rate in force.

The Public Establishment is entitled to distribute and sell products at any time within the Philharmonie.

#### **Article 12. Audio-visual rights and copyright**

Each sound and/or image recording of an artistic event at the Philharmonie, made by the hirer or on its behalf, must be specially authorised by the Public Establishment by written agreement. The Public Establishment may also demand an additional payment to be defined in the rental agreement between the parties. In the absence of a prior agreement, no distribution of the recordings may be made by or on behalf of the hirer.

The hirer, as the organiser of an event that will generate copyrights, is required to declare its event at its own expense to the SACEM and to provide documentation thereof to the Public Establishment on request. It is also required to clarify any other rights that may be generated by the event such as, for example, the rights of photographers in respect to the performers' image rights and privacy.

#### **Article 13. Advertising**

The hirer is solely responsible for the realization of the event's advertising. Prior to publishing any advertising relative to the event, the hirer must submit a preview to the Public Establishment, which must give its consent. Any advertising that the Public Establishment considers detrimental to the image of the Philharmonie may be prohibited.

The hirer is also obliged to properly communicate his capacity as organiser on all documents likely to be used before and / or during the event (letters, advertising, entrance tickets, etc.) and clearly indicate that his own general conditions are applicable for all matters relating to the event.

#### **Article 14. Box office**

If the event requires the sale of tickets, the hirer is solely responsible for this sale. He is free to organise it through a third-party sales channel or to entrust it in whole or in part (min. 35% of the actual room quota) to the Box Office of the Public Establishment unless the latter imposes otherwise.

#### **Article 15. Preparation and ticket sale**

If the ticket sale is entrusted to the Public Establishment, the ticket sale price, and the distribution of the categories of tickets shall be defined by the hirer and notified to the Public Establishment as soon as possible, based on documents provided by the Event Manager.

The ticket sales service provided by the Public Establishment's Box Office is invoiced according to the terms and conditions mentioned on the terms and price sheets appended to the rental agreement (cf. Article 2).

The start of ticket sales for the event will be defined by mutual agreement between the Public Establishment and the hirer, taking into account the availabilities of the Public Establishment's Box Office. It may only begin after the hirer has signed this agreement and paid the necessary deposit to confirm the rental.

The ticket sale price indicated by the hirer must correspond to the final price announced to the public and must include all costs, including selling costs and commission.

A report on the progress of the sale may be provided to the hirer on predefined dates. The frequency of these reports may not exceed one report/week.

Ticket editing will be developed with the Public Establishment's project manager. The organiser shall have three lines, one of which must absolutely include the statement "Organised by + organiser's name and company name". A preview of the ticket will be submitted by the Public Establishment to the hirer for correction/confirmation before the sale begins.

The organiser must also announce the number of seats to be reserved for its guests, and the sponsor(s) who will attend the event.

If the tickets are sold by a third-party sales channel, this/these ticket(s) must be provided to the Public Establishment before launching the sale.

#### **Article 16. Close/Finalisation of the sale and account**

The final receipts from the sale of tickets by the Public Establishment's Box Office are credited to the hirer's final account, after deduction of the selling commission and any other costs. The Public Establishment shall not make any advance payment on the sale proceeds to the hirer.

#### **Article 17. Admission tickets and evening box office**

Only concertgoers who are in possession of tickets shall have access to the Philharmonie. Tickets only guarantee free movement to and within the facilities made available to the hirer and intended for the public.

If the ticket sale is entrusted to the Public Establishment's Box Office, the management of the evening box office shall be invoiced according to the terms and conditions mentioned on the terms and price sheets appended to the rental agreement (cf. Article 2).

#### **Article 18. Other special authorisations**

The Public Establishment ensures that the facilities and installations made available to the hirer are suitable for use and for the organisation of the activities proposed by the hirer.

The hirer shall be responsible for obtaining any special authorisation at its expense (supervision of work, fire brigade, police, etc.).

#### **Article 19. Use of technical installations**

In some special cases, equipment and technical installations of the facilities may be provided to the hirer and handled by the latter under the authority and according to the instructions of the Public Establishment's technical manager which the hirer undertakes to scrupulously respect.

#### **Article 20. Accessibility of facilities**

The staff of the Public Establishment always has access to the facilities and installations made available.

The Public Establishment is entitled at any time to make any repairs, renovations, transformations, reinstallations or changes to the facilities and installations. The hirer is therefore required to keep the facilities and installations accessible at all times and shall not hinder the work.

#### **Article 21. Safety**

The signs indicating, among others the safety rules to be applied by the hirer and any other person who is inside the building are displayed in the Philharmonie and form an integral part of these terms and conditions. The hirer must ensure they are complied with by all participants in the event, by visitors, by its own staff and by all the contractors hired by it for the event. The hirer shall be under the obligation to take all useful and necessary precautions in order to comply with applicable regulatory safety provisions, particularly all recommendations of the Inspection du Travail et des Mines, both as regards its own staff and any third parties it hires.

The hirer shall be responsible for the strict application of the safety rules for the facilities and installations made available.

Should an event require the installation of any special objects or equipment, the hirer shall appoint an approved inspection body to check that the objects are correctly assembled or fixed, and correctly dismantled or removed. The hirer shall ask the approved inspection body to provide the Public Establishment with an inspection report, and a copy of its operating authorisation.

If the hirer assembles or dismantles such installations at a time when an event is open to the public, the hirer must take all measures to avoid disturbing or hindering the order, security, and safety of the public (noise, draughts, evacuation of the public, etc.).

The Public Establishment shall be entitled to prohibit the hirer from carrying out assembly and dismantling work if it considers that it creates any danger or inconvenience for the visitors of the Philharmonie.

Emergency equipment and escape routes must remain visible and accessible at all times. The hirer shall ensure that use of such emergency equipment and escape routes is not hindered at any time during the rental agreement by activities connected to its event.

The hirer is not authorised to hang any item whatsoever from the vent pipes, smoke extraction pipes and, in general, from any existing pipes.

It is strictly forbidden to store any flammable and/or hazardous substances in the facilities made available.

The hirer must immediately report any incident or operating defect of any installation whatsoever to the Public Establishment.

No intervention of any nature whatsoever on the fixed technical installations (water, electricity, low current, telephone, video, sound equipment, etc.) is authorised.

Any fixing duly authorised by the Public Establishment must be planned so as not to drill any holes in the existing infrastructure.

No installation must hinder the proper and regulatory closing of any doors, particularly the fire doors.

Smoking is strictly forbidden throughout the Philharmonie, and the hirer is personally liable for ensuring this ban is strictly applied. It must particularly ensure that all participants in its event, visitors, its own staff, and any contractors hired for the event comply with this ban.

The Public Establishment may at any time denounce any breaches of the safety rules, but the Public Establishment shall be under no obligation to carry out inspections.

#### **Article 22. Modification and transformation of the facilities and installations**

The hirer is required to use the facilities and installations provided to it with all due care and to return them to the Public Establishment at the end of the agreement in pristine condition.

However, modifications may be made to the premises subject to the express agreement of the Public Establishment. They shall be defined in full in a written document signed by the parties and appended to the rental agreement of which it shall be an integral part. Any modifications made by the hirer without the prior written agreement of the Public Establishment shall be immediately removed by the latter at the hirer's expense.

If, during the rental period, any authorised modifications cause damage to the facilities or installations made available to the hirer, as a result of their installation, or any unforeseeable effects for the Public Establishment, the latter may directly have the premises restored to pristine condition and/or have the necessary repairs carried out at the hirer's expense.

#### **Article 23. End of the event**

Upon the expiration of the agreed term of the rental, the hirer must completely vacate the facilities. Any defect, damage or deterioration of the facilities and installations made available that is detected by the Public Establishment and caused by the hirer as result of its use, shall be repaired by competent tradesmen who shall be chosen exclusively by the Public Establishment and at the hirer's expense. No repair in kind by the hirer is possible.

At the latest by the end of the rental period, the hirer shall remove all the objects it has had installed. If it fails to do so, any object left will be removed and stored at the hirer's expense for a period of 10 days. Thereafter, the Public Establishment is expressly authorised to dispose of the objects in any way whatsoever, particularly to take them to a public tip, at the hirer's expense.

#### **Article 24. Termination of the rental agreement and postponement**

The Public Establishment may terminate the rental agreement at any time and without notice if:

- the contractually required payments and guarantees are not made and justified by the hirer within the stipulated times.
- the hirer fails to comply with any contractual obligation or any provision of these terms and conditions.

- the hirer fails to observe the safety rules or fails to comply with any administrative obligation or any statutory or regulatory provision applicable to the organisation of the event planned by it.
- the hirer is declared bankrupt.
- there are concrete indications of risks of compromising security or public order.

If the Public Establishment were to terminate the agreement without notice for any of the above-mentioned reasons, the hirer's obligation to pay the amount due shall not be extinguished.

Furthermore, the hirer may not, under any circumstances, seek damages from the Public Establishment.

#### **Article 25. Cancellation by the hirer**

If the event is cancelled by the hirer, the latter must immediately inform the Public Establishment thereof.

With regard to the rental agreement, the hirer must pay the following indemnities to the Public Establishment:

- before the 61st day prior to the event, 25% of the amount defined in the rental agreement (without VAT), plus any incidental expenses already incurred, increased by the VAT at the rate in force.
- between 60 and 31 days prior to the event, 50% of the amount defined in the rental agreement (without VAT), plus any incidental expenses already incurred, increased by the VAT at the rate in force.
- between 30 and 11 days prior to the event, or from the first day of ticket sale by the Box Office, 75% of the amount defined in the rental agreement (without VAT), plus any incidental expenses already incurred, increased by the VAT at the rate in force.
- between 10 days prior to the event and the day of the event, 100% of the amount defined in the rental agreement (without VAT), plus any incidental expenses already incurred, increased by the VAT at the rate in force.

In the case of re-cancellation of a postponed event, the hirer must pay indemnities of 100% of the amount defined in the rental agreement (without VAT), plus the incidental costs that have already incurred by the Public Establishment, plus the applicable VAT, regardless of the period within which the hirer informed the Public Establishment of this re-cancellation.

The hirer shall always be responsible for any commitments, costs or expenses made by the Public Establishment on behalf of the hirer under the conditions specified above.

If the ticket sale is organized by the Public Establishment, the hirer must send the Public Establishment an official text in French, English and German to be sent to clients to inform them of the cancellation or postponement of the event and the possibilities of refund/exchange of tickets.

The sales commission of 10% excluding VAT on tickets sold until the definitive cancellation of the event remains due to the Public Establishment.

The Public Establishment's Box Office will inform the customer and refund the tickets sold.

In return for this reimbursement of tickets sold to customers, the Public Establishment charges an administrative fee of €5.00 excluding VAT per reimbursed ticket.

In case of a third-party sales channel, the latter informs the customers and proceeds to refund the tickets / compensation of the customers. The public institution is not involved in this process.

Both parties can jointly check whether the event can be postponed to a later date.

#### **Article 26. Cancellations due to Force Majeure**

In the case of the cancellation of an event due to force majeure (unforeseen, insurmountable event beyond the control of both parties), the parties undertake to inform each other as soon as possible and may jointly discuss the possibility of postponing the event to a later date.

If it is possible to postpone the event to a later date, however, the hirer has no right to any compensation whatsoever from the Public Establishment.

If postponement is not possible, there is no longer any obligation of the hirer to pay the amount due and the public institution will reimburse the hirer for the deposit already received.

In all cases (postponement/cancellation of the event), the hirer undertakes to refund the ticket to the customer. If the ticket sale is done via the Public Establishment, the hirer must provide it with an official text in French, English and German that can be sent to the clients to inform them of the cancellation or postponement of the event and the possibilities of refund/exchange of tickets. The Box Office of the Public Establishment will inform the customer and refund the tickets sold if necessary.

If the ticket office is not provided by the Public Establishment's Box Office, the hirer agrees to contact his third-party sales channel and refund the tickets.

#### **Article 27. Database, CCTV**

The hirer authorises the Public Establishment to record and process personal data concerning the hirer and the event it organises in accordance with legal provisions on personal data processing.

#### **Article 28. Governing law and jurisdiction**

Any dispute that cannot be resolved amicably shall be settled according to the laws of Luxembourg before the competent courts of the Grand Duchy of Luxembourg, having exclusive jurisdiction.

Luxembourg, le 6 June 2023