ZAALREGLEMENT BSG ZAAL

Remark: this is only a translation of the zaalreglement, in case of discussion the Dutch version is binding!

Titel I: Definitions and general clauses

Article 1: Definitions

The definitions of this agreement are:

Feestzaal: The student party cave located on the VUB-Campus Etterbeek. (BSG-zaal)

Activity: Party, cantus or other events (whit permission)

Tenant: on of the hereby described organisations that rent the BSG-zaal for an activity:

* By the student counsel of the Vrije Universiteit Brussel (VUB) recognized (and functional recognized) student organisations
* Services of the VUB
* Connected associations of the Brussels Senior Convent
* Services of the Erasmus Hogeschool Brussel
* Alumni associations of the VUB
* By UVV recognized *latitudinarian* associations
* Services of the Universitair Hospital VUB

Owner: Brussels Studentengenootschap, Algemene Studentenvoorzieningen vzw (BSG-AS vzw)

Manager: Brussels Studentengenootschap Geen Taal, Geen Vrijheid (BSG-GTGV)

Collaborating association: groups of the organisations that organize activities together.

Inventory: Detailed list of all consumables and consumables as well as a summary of the defects in the relevant BSG-zaal

Consumables: are understood by consumables: all drinks.

Utilities: all goods listed on the inventory that do not fall under the category ‘drinks’.

Compensation: a monetary amount that is determined in an estimate, fixed amount or on specifications for compensation of suffered damages

Fines: a monetary that has to be paid when in violation of these regulations

Article 2: rental/exploitation

The BSG-zaal is rented by BSG-AS vzw (later on ‘owner’) and exploited by BSG-GTGV (afterwards ‘manager’).

In according to these regulations, the BSG-zaal can only be rented to rentees who agreed and signed the conditions of the zaalreglement (read and approved + signature + possible deposit, decided by the zaalbeheerder)

Article 3: ownership of infrastructure

The infrastructure in the BSG-zaal is owned by the owner.

Titel II: Distribution

Article 4: Organisation lotingconvent

The manager is bounded to organise a loting two times a year. The first loting will take place in the last week before the academic year. The second loting will be in the last week of winter vacation.

Only the student counsel and recognised organisations can patricipateat the lotingconvent. The functional recognised organisatons can ask data for the BSG zaal after this part of the lotingand this for the same period as the loting itself.

Article 5: Priority

The Moeial, Studentcircle Vrij Onderzoek, BSG-GTGV and his subconducts can out their choice for certain dates until the start of the loting. Those dates are reserved immediately. Also the manager and the tenant in the context of cooperation with certain organisations of the VUB can withhold some dates.

Article 6: Openingsactivities of the manager

In the first week of the academic year there are two dates for the manager to hold opening cantus and opening TD.

Article 7: The process of loting

The available data will be divided by the manager of the BSG-zaal on lotingconvent. The order of distributing data is as described in the regalement of loting.

Article 8: Publicity

The tenant who plans the activity, may only make publicity for the activities under his own name. Organisations working together have to give notice of this arrangement and make publicity under all their names.

The cooperation between organisations will be appreciated, but those have to be communicated on the loting. Also the evening of the event it should be clear there is an cooperation. If later on, one of the organisations want to work with an other organisation, this must be communicated at least one week in advance to the manager, more specifically the zaalbeheerder, who will check if there aren’t any mischiefs. The organisation, who loted the name on loting is the responsible at every given moment and will be responsible at the event.

The organisation is defined by, the making of begin- and end inventory, the responsibility for the security in the BSG-zaal, and the responsibility for the check-in (control of student cards and/or identity cards)

It is absolutely forbidden for the organisation to rent the BSG-zaal to someone else, partly or in total. When it seems that this rule is broken, the renter will receive a fine of €200, this amound can go up with other fines and/or damages. they also won’t be able to rent the BSG-zaal for the rest of the semester. An exception can be made after expressly permission of the Bureau. The original renter will be held responsible for the BSG-zaal.

Article 8bis: participation conditions lotingconvent

Every organisation who participates in the lotingconvent will be deemed to have accepted the regulations of the zaalreglement.

Title III: Use and security

Article 9: Accepted activities

the BSG-zaal can only be used for party’s and cantussen. Every other activity needs explicit permission of the Bureau, as written in the Huishoudelijk Reglement of BSG-AS vzw is mandatory. The tenant will always hold the right to cancel or forbide activities who can have a negative appearance.

Article 10: Security

Nor the tenant nor the manager is responsible for accidents and/or theft in and around the BSG-zaal during the rented period. In the BSG-zaal, the needed safety measures will be taken (incl. fire extinguishers). During activities, the renter will be responsible for the use of those?

Article 11: smoking ban

In the BSG Zaal it is strictly forbidden to smoke.

The Tenant has an exemplary function with regard to the visitors. In order to exercise this exemplary function, the working board members and DJs are expected to respect the smoking ban. In the event of non-compliance with this provision, 50 euros per violation will be charged. Proof of the violation is provided by photo material supplied by at least one member of BSG AS vzw or BSG gtgv.

Article 12: The control of identity

The renter needs to check the student card of every visitor. When they do not have their studentcard by hand, the information needs to be written down from their identity card. List of all people who entered with identity cards needs to be given to the zaalbeheerder or zaalverantwoordelijke after every activity. People who can’t be identified can be hold back from entering.

Article 13: announcements

The renter is obligated to state X very clearly: “Studentcard mandatory” on every notice of the activity in the following way: a border of 1/16th of the X of the affiche (A2, A3, A4). The renter is obligated to use the logo of JUPILER on every notice of the event. The way this is used has to be on the agreed terms of AB INBEV.

De Huurder is verplicht een duidelijke vermelding: studentenkaart verplicht te plaatsen op alle aankondigingen van de activiteit, en wel als volgt: een band van 1/16 van de grootte van de affiche (A2, A3, A4). De Huurder is verplicht op al de aankondigen gebruik te maken van het logo van JUPILER. De wijze waarop dit logo wordt gebruikt, dient vooraf te worden goedgekeurd door INBEV.

Article 14: Incidents

When an incident occurs in the BSG zaal, the lights has to be turned on immediately and the music has to be stopped. This also has to happen when there is control by police forces or at the request of the VUB security. In these cases the manager, in the first place the Zaalbeheerder, has to be contacted.

Article 15: Recognizability of the co-operators of the tenant

The tenant and his co-operators have to be recognizable during the activities.

Article 16: Responsibilities of the tenant.

When signing the rental agreement for a party, the Tenant will have to disclose the names of two responsible persons to the Operator. These responsible persons must be available to and known by the Operator and security throughout the rental period. They are also responsible for monitoring visitors. They will remain sober throughout the activity.

The Tenant is also responsible for compliance with the smoking ban specified in Article 11.

Article 17: The termination of activities

The activity must end at 5’o clock, the last visitors must have left the BSG room by 5.30 am. The BSG room must be closed to the public at 6 am.

Article 18: Violation of the rules and misconduct

The owner and the manager, in the first place the zaalbeheerder, reserve the right at all times to monitor compliance with the regulations of BSG-AS vzw and, if necessary, to take (immediate) sanctions in the event of non-compliance with the above. aforementioned regulations by the Tenant.

Violation of these regulations is considered non-compliance with the rental agreement and may lead to the immediate termination of the rental agreement by a member of the Bureau and/or compensation and/or denial by the Bureau from future use of the BSG-zaal.

Article 18bis: Misconduct

Misconduct in the use of the BSG room by the Tenant and/or by a visitor will be assessed on a case-by-case basis by the Bureau, as determined in the House Rules of BSG-AS vzw, those can lead to a ban on access to the zaal during a certain period.

Article 19: Set up of the alarminstalation

The Tenant is responsible for turning on the alarm after the activity. If theft is committed and the alarm was not activated at the time of the theft, the Tenant is responsible for the loss suffered.

Article 20: Cup use

Only the provided plastic or reusable cups should be used at parties.

When using the reusable cups on activities, the tenant is expected to rinse the cups before the used cups are stacked and deposited in the provided place, so that the used cups can be counted smoothly at the end of inventory. In the event of non-compliance with this provision, an additional sum of 25 euros will be charged.

Titel IV: Billing of consumption and invoicing

Article 21: layout inventory

Only after signing the rental agreement and the inventory by both the Tenant and the Manager will the keys of the BSG zaal be handed over to the Tenant by the Manager. The Tenant will make an inventory together with the Manager each time at the start and the end of the rental. These inventories are drawn up at a time as agreed with the Manager. In the absence of the Tenant, the Operator will only make an inventory. The Tenant then has no narrative against this inventory.

Article 21bis: Drawing up the inventory of successive activities

In the event of two successive activities, the closing and opening inventory of the previous Tenant and the new Tenant, respectively, will be done simultaneously.

Article 22: Rent

The BSG-zaal is rented for a duration of 24 hours at the following rates:

Cantus: €40

Thirt-party rate: €100

Party: €215

The price for a cantus includes the rent of the zaal, the rent of the benches and tables. If it is determined that the music system is used during the rental period for cantus, the rental price will automatically be increased to the rental rate of 'Party'.

The price for a third-party rate includes the rental of the hall, the lighting and music installation and the copyright organisations. The third-party rate is for activities that by their nature are not a party, but that do require light and/or sound installation, such as Poppoll, beerpong, Vlaamse liedjesCT, …

The third-party rate must be requested at least 14 days before the intended day of use of the zaal. You can request this by mentioning it at the loting convention or by contacting the Zaalbeheerder trough the following address zaalbeheerderbsg@gmail.com. After the application, the Bureau of BSG AS vzw takes a reasoned decision. No appeal is possible against the decision of the Bureau of BSG AS

The price for a party includes the rent of the zaal, the light and music installation and the copyright organisations. If the tenant brings extras to this installation, he must inform the Manager, in particular the Zaalbeheerder, at least 5 working days in advance.

For certain equipment, a security deposid may be required.

It is not permitted to use an installation other than the one already present without the prior written consent of the Manager.

A DJ is neither provided nor included.

Article 23: Consumables

During activities in the BSG zaal, only consumables supplied by the Owner may be sold. If it turns out that the tenant uses his own barrels, this will be fined with a sum of € 500 plus the lost income.

Alcoholic consumables, where no comparable products are available, may be purchased by the Tenant with the prior written consent of the Manager, in particular the zaalbeheerder. This request must be submitted to the Zaalbeheerder at least 14 days in advance. A levy of 10% on the purchase price will be invoiced by the Owner on these goods.

If the use of external drinks is not requested, a levy of 10% on the purchase price will still be invoiced. For a second violation, an additional fine of €50 will be imposed.

The invoices for these goods must be presented to the Manager, in particular the Zaalbeheerder, at the latest 1 week after the activity. If this is not done within the week, €50 will automatically be charged instead of 10% on the purchase price.

Article 24: Consumption

Opened barrels, bottles and cans are considered consumed.

Article 25: Payment and default of invoices

All invoices are payable by bank transfer 30 days after receipt of the invoice.

Therefore, unless expressly agreed otherwise, it is stated that:

In the event of non-payment of the entire invoice or part thereof on the due date, the amount owed will be increased by operation of law if the Tenant fails to pay at least eight days after sending a notice of default by e-mail with a fixed compensation equal to 15%. of the amount still owed on the notice of default, without, however, that this compensation should be less than €25.00. This clause does not affect the immediate claimability of the debt.

Article 26: Maximum prices for entrance and drinks

1) Party’s:

a) Entrance:

Board members in possession of a membership card of the BSG AS, and BSG gtgv: Free

President and Vice-President of the Recognized Associations and Associations designated by the Manager: Free

Members of Tenant(s): € 2,00

Others: € 2,50

After requesting it by the Zaalbeheerder, it may be possible to ask for a higher entrance fee.

With an approved application, the additional costs for the SABAM contribution, as a result of the increase in the entrance price, will be borne by the Tenant.

If an increased entrance is not applied for but nevertheless implemented, the Tenant will not be able to participate in the next loting for the dates of the BSG-zaal. In the event of a second

offence, a final fine of €200 will be confirmed.

b) Drinks:

The drinks are paid for with drinking tickets. The value of 1 drinking ticket is a maximum of € 1.33. For special beers (> Alc. 6%) special vouchers may be sold with a maximum value of € 2.00.

* the maximum price for cocktails is set at 3 drinking ticket
* the maximum price for alcohol pops is fixed on 2 drinking tickets
* the maximum price for all other drinks is fixed on 1 drinking ticket
* the maximum price for special beers (> Alc. 6%) is fixed on 1 special drinking ticket

Deviations from the previous prices with regard to entrance and drink consumption are only exceptionally allowed for special occasions and this only after written reasoned request to the manager, in particular the Zaalbeheerder, at least 14 days before the activity.

The Tenant is obliged to also offer non-alcoholic drinks during his activity.

The Tenant is also obliged to provide free tap water during his activity.

c) hearing protection

The tenant is obliged to provide free hearing protection for all those present during a party.

2) Cantussen:

a) Entrance:

Board members in possession of a membership card of the Owner and the Manager: Free contribution

President and Vice-President of the Recognized Associations and Associations designated by the Operator: Free contribution

Everyone else pays a contribution of a maximum of € 15.00

The Tenant is free to let certain people pay less

b) Mandatory use of reusable cups for cantuses.

Failure to respect this provision will automatically cancel the next activity.

3) Third-party rate

When applying for the Third-Party Rate, the Tenant must enclose a proposed entrance price and drink price. This must be requested from the Zaalbeheerder at least 14 days before the activity. Based on these parameters, the Bureau of BSG AS vzw will carry out a simulation of the SABAM costs. Afterwards, the Office takes a reasoned decision. No further appeal is possible against this decision.

4) All-in TD’s

All-in TD’s are only allowed if the following cumulative conditions are met:

1. There is free entry for every visitor
2. The price for the drink bracelet is requested at least 14 days in advance from the Zaalbeheerder
3. Access to the Zaal cannot be refused to persons who do not wish to consume

Article 27: Annulation of the reservation

The cancellation of the BSG Zaal must be made at the latest 7 days before the intended day of use of the Zaal. This will be announced by the Operator. If the room is not canceled in time, the rent and the minimum consumption, as determined in Article 28, will be charged as compensation.

Article 28: Minimum consumption

There is a minimum consumption of 50l pils.

Titel V: Compensation & Fines ♥

Article 29: Damage to infrastructure

All damage caused to the infrastructure of the BSG zaal must be paid by the Tenant by way of compensation. This compensation will be invoiced to the Tenant, whether or not on the invoice for the activity in question.

Article 30 : Cleaning

The Tenant is expected to clean the room himself and this already before the keys are handed over when making the final inventory. The cleaning equipment is made available by the Owner. If the Tenant fails to clean it, the following sanctions will be imposed:

* Fine of €500
* Canceling of upcoming activities within the current semester
* Exclusion from the next draw
* The Manager, in particular the Zaalbeheerder, will in this case contact the Tenant in advance before proceeding with the cleaning itself.

When only partially or poorly cleaned or cleaned, the following cleaning fees will be charged:

* Pipes not cleaned at first check: €50.00/pipe
* Entrance hall and cloakroom: € 50.00
* Floor of the hall: € 100.00
* Direct outdoor environment: € 100

Immediate outdoor environment is understood to mean:

* The back is understood to mean the space at the back of Building F and up to and including the rotule of Buildings D-E up to the street side.
* The front is understood to mean all space between the campfire (next to the VUB restaurant) and the BSG Zaal.
* Glass door back not cleaned: €75.00
* Glass broken from the back of the door: €150.00 + additional repair costs
* Graffiti in the zaal: € 150.00 + the additional cleaning costs
* Bar: € 50.00
* DJ room: € 50.00
* Walls, windows and doors: € 50.00
* Sanitary areas: € 100.00
* Clogged toilet, urinal or sink: €25/infringement
* Barrel room: € 50.00
* Barrels not separated (full and empty) € 75.00
* Empty barrels hidden between full ones (per barrel): €150.00
* Not properly cleaned benches and tables: € 50.00
* Broken table: €50
* Broken bank: €20
* Completely or partially broken table or bench hidden between other tables and benches: €200
* Remains of decoration, material and poster: € 50.00
* Waste not included: € 150.00
* Traces of faeces, vomit and/or urine: € 200.00
* Drain grate not emptied: €100

This list is not exhaustive and may be supplemented with additional sanctions as stipulated in Title III, Article 18.

Article 30: Other fines

* Not showing up in time (10 min) for inventory: €15.00
* per extra 10 min lateness: €25.00
* Alarm system not switched on: €150.00
* Doors not locked: €150.00
* Doors not locked and alarm system not armed: €400.00

Any non-compliance with use and safety leads to fines estimated fairly by the board of directors of BSG-AS vzw.

Article 32: Abuse of sound system

Only an average of 95 dBA may be played in the BSG Zaal per quarter hour. If the organization commits a first violation here, it will receive a warning from the Owner, Manager or security service of the VUB.

If a second violation is found for the same activity, the TD is stopped. The Tenant switches on the light and the music is stopped.

In the event of actual damage to the music system, the costs for repair will be recovered from the tenant.

Article 32bis: Abuse of the sound registration

In *c*ase of sabotage or circumvention of the sound registr*a*tion, the costs for *r*epair will be recovered from the tenant. A room ban can also be imposed up t*o* 13 weeks of classes.

Title VI: Final Provisions

Article 33: Co*m*plains

In the event of a dispute regarding certain sanctions, compensation, invoicing, etc., a written c*o*mplaint can be submitted to the Bu*r*eau via [zaalbeheerbsg@gmail.com](mailto:zaalbeheerbsg@gmail.com) , as stipulat*e*d in the House Rules of BSG-AS vzw. This Bureau will d*e*al with the complaint within a reasonab*l*e time after receipt.

A complaint submitted about incorrect or incorrect billing does not mean postponement of payment, a credit note will be drawn up depending on the deci*s*ion.

Article 34: Commercial lease legislation

The rental of the BSG zaal is not subject to commercial rental legislation.

Article 35: Disputes

In the event of a dispute for whatever reason, the only court recognized and accepted on both sides is that of the judicial district of Brussels. In a dispute for which the Justice of the Peace is competent, reference is made to the Justice of the Peace of Auderghem. The contract is governed by Belgian law.

Article 36: Changes in the zaalreglement

Only the raad van bestuur of BSG-AS can change the zaalreglement

Goedgekeurd op de raad van bestuur van 5 mei 2021.