

# GENERAL TERMS AND CONDITIONS

## RENTAL OF PREMISES

***The present licence is issued on a temporary and revocable basis. It is granted to the beneficiary on a strictly personal basis and is non-transferable.***

### **Article 1: General terms and conditions of use of the monument**

**1.1** - The beneficiary is permitted to use only the premises indicated in the present licence and according to the terms and conditions thereof.

No changes as to the premises may be made by the beneficiary without the prior written agreement of the person in charge of the monument.

**1.2** - The beneficiary shall comply with the rules and regulations currently in force at the monument, in addition to the requirements indicated by the manager or supervising officer at the monument, in particular the technical terms and conditions appended to the present licence.

**1.3** - The beneficiary shall comply with the obligations provided for by the laws and regulations of employment, working conditions and manpower. The beneficiary must, in good time, obtain the necessary permits from the relevant authorities. And the beneficiary declares on honour that the rental is carried out with regularly employed manpower in accordance with the provisions of employment law. The beneficiary guarantees the *Centre des Monuments Nationaux* against any possible legal proceedings to this end.

**1.4** - For the rental of premises for cultural, artistic, or entertainment purposes, the beneficiary declares that he has obtained the necessary copyright and related rights for the performance of the event. The beneficiary guarantees the *Centre des Monuments Nationaux* against any possible legal proceedings to this end.

**1.5** - If the beneficiary fails to comply with these legal and regulatory provisions, the present licence may be cancelled and no claims for compensation be entered into. This does not affect the licensor's rights to request compensation or take action against the beneficiary.

### **Article 2: Payment of the fee**

A minimum payment equal to 20% of the total amount of the fee due is to be paid by the beneficiary when signing the licence.

The balance of the fee is due thirty (30) days prior to the date of the start of the use of the premises and, in all cases, must be paid prior to gaining access to the premises.

### **Article 3: Deposit**

A deposit equal to the amount of the fee may be requested to ensure that the beneficiary complies strictly with the terms and conditions, particularly the clause to return the premises in the same condition in which they are made available.

If the beneficiary fails to comply with the provisions of the terms and conditions, the *Centre des monuments nationaux* is within its rights to retain part or all of the deposit.

### **Article 4: Change of date**

If it is not possible to organize the event on the date stipulated in the licence - either for reasons of the beneficiary or for reasons of the *Centre des Monuments Nationaux* - both parties shall attempt to reach an agreement for an alternative date.

### **Article 5: Cancellation by the beneficiary**

If the beneficiary cancels the request that led to the issuance of the licence, he must inform the *Centre des Monuments Nationaux* by registered letter with acknowledgement of receipt.

If the cancellation occurs more than thirty (30) days prior to the date of the start of the use of the premises, the *Centre des Monuments Nationaux* shall retain an amount equal to 20% of the total amount of the fee.

Except for cases of *force majeure*, if the cancellation occurs less than thirty (30) days prior to the date of the start of the use of the premises, the *Centre des Monuments Nationaux* shall retain the full amount of the fee paid by the beneficiary.

### **Article 6: Cancellation by the Centre des monuments nationaux**

Any cancellation by the *Centre des Monuments Nationaux* shall lead to the full repayment to the beneficiary of all sums paid.

Furthermore, except in cases of *force majeure*, the beneficiary may claim compensation for any prejudice suffered subject to submitting a written request within one (1) month from the date of the cancellation.

### **Article 7: Security and surveillance**

The beneficiary shall have sufficient numbers of employees to ensure the safe and correct use of the premises.

Furthermore, the manager of the monument may require the presence of one or more of the monument's surveillance officers. In all cases where the provision of surveillance officers is not included in the fee, the *Centre des Monuments Nationaux* shall be reimbursed by the beneficiary for the overtime worked by its officers in accordance with the terms of decree No. 2010-147 of 15 February 2010 setting out the principles of remuneration for the personnel of the Ministry of Culture and Communication and its public establishments taking part in the organization of events for third parties.

### **Article 8: Insurance**

**8.1** - The *Centre des Monuments Nationaux* has subscribed, on behalf of the State, a multi-risk insurance policy covering its professional civil liability and any damage to its property caused during the temporary use of premises, paid or free-of-charge, in the historical monuments and sites that it manages.

**8.2** - The beneficiary shall subscribe insurance coverage for his civil and, where applicable, professional liability, and undertakes to send to the *Centre des Monuments Nationaux*, at the earliest possible opportunity prior to the use of the premises, proof of the insurance cover and payment of premiums.

**8.3** - The following are not covered by the insurance policy: property entrusted to the beneficiary including photographic, cinematographic and video equipment, items of decoration, accessories, personal property, cash, cheques, jewellery, precious stones and pearls.

### **Article 9: Disputes**

Any dispute involving the interpretation or execution of the present licence shall be submitted to the jurisdiction of the administrative court to which the monument is subject.