



GENERAL TERMS OF USE FOR THE TIVOLI HALL FOR CONCERTS, CULTURAL, ENTERTAINMENT, OR OTHER TYPES OF EVENTS

I. INTRODUCTORY PROVISIONS

Article 1

- (1) These general terms and conditions for the use of Tivoli Hall for the organization of concerts, cultural, entertainment, or other types of events (hereinafter referred to as "General terms of use") set out the rules that govern the legal relationship regarding the rental of Tivoli Hall (hereinafter referred to as "Hall") for the organization of concerts, cultural, entertainment, or other types of events (hereinafter referred to as "Event") between the Public Institution ŠPORT LJUBLJANA (hereinafter referred to as "Institution") as the manager of the Hall and the User of the Hall.
- (2) The General terms of use are composed in accordance with the provisions of the Obligations Code, the Physical Assets of the State and Local Government Act and other relevant sectoral legislation related to the organization of events.
- (3) The General terms of use apply to every agreed use of the Hall for the organization of an Event.

II. ORDERING THE USE OF THE HALL

Article 2

- (1) Based on the User's inquiry regarding the availability of the Hall for the organization of an event, the Institution and the User will mutually agree on the date for the rental of the Hall, considering the Hall's availability when it is not used by another User and the User's technical requirements for the event.
- (2) After obtaining information about the available dates for the use of the Hall for the Event, the User orders the use of the Hall with an order form, which is sent to the Institution via email. The order form must include:
 - name and surname or company name,
 - address,
 - personal identification number or company registration number and tax number,
 - name of the space or Hall being ordered,
 - date of the Hall's use or event date,
 - the event to be organized during the Hall's use,
 - contact person for the order,
 - place and date of the order and the signature of the order form.
- (3) By placing an order for the use of the Hall, the User accepts these General terms of use, which are legally binding.
- (4) Information from catalogs, brochures, and similar, as well as oral or written statements by the Institution, are binding only if explicitly stated or if it is a written statement confirming the User's order for the use of the Hall. If the order confirmation differs from the order, such differences are considered accepted by the User unless the User immediately objects.
- (5) By concluding the legal transaction for the use of the Hall for the event, the User acquires the right to use the Hall for the event on the specified Event day (day of the Event) and the right to use the Hall for the necessary technical setup for the Event (*preparation day*), while the Institution acquires the right to payment for the use of the Hall on the day of the Event and the preparation day.



- (6) Each individual event held in the Hall (even if the same event is held in the Hall multiple times consecutively) constitutes a new event day and is charged in accordance with Article 9 of these General terms of use.
- (7) The use of the Hall for its technical setup (preparation day) is confirmed by prior agreement according to the Hall's availability.

III. OBLIGATIONS OF THE INSTITUTION

Article 3

- (1) In the context of renting the Hall for the organization of an event, the Institution shall:
 1. provide the User with two technical inspections (up to 2 hours);
 2. provide the User with the Hall with stands;
 3. provide the User with working lighting in the Hall;
 4. provide the User with an electrical connection for sound and lighting;
 5. provide the User with an on-call technical service,
 6. require proof that the User, as the organizer, has hired a contractor for event security with a sufficient number of trained responsible persons for extinguishing initial fires and evacuating the Hall (responsible persons for evacuation),
 7. allow the User to bring in trucks with trailers for unloading equipment, which will then be moved to the parking lot,
 8. perform complete cleaning of the event space and surroundings after the Event,
 9. allow the User to dismantle and remove equipment after the Event,
 10. provide a ticket booth for ticket sales on the Event day (ticket sales in the booth are conducted by the User or another authorized seller by the User),
 11. provide dressing rooms (with locking capability) for performers by agreement (the Institution is not responsible for the performers' dressing rooms),
 12. allow the sale of contingents by individual levels of the Hall or all levels up to the full capacity of the Hall. The capacity is defined in special conditions for the use of the Hall based on the technical setup and type of event. Contingents include invited guests with invitations and accreditations,
 13. organize catering in the Hall and on the external areas in front of the Hall unless otherwise agreed by the contracting parties. The operating time is two hours before the event starts and lasts until one hour after the Event ends.

IV. OBLIGATIONS OF THE USER

Article 4

- (1) All obligations of the User, defined by these General terms of use and any additional agreements between the Institution and the User, commence with the start of the Hall's use, i.e., from the moment the Hall is prepared for the Event and end upon leaving the Hall.
- (2) During the use of the Hall, the User shall use it with the care of a good manager, act in accordance with the provisions of these General terms of use, and comply with any additional specific agreements between the Institution and the User.
- (3) The User shall organize each event in the Hall in such a way that order is maintained, and the life and health of participants or other persons or property are not endangered, public traffic is not endangered, and the environment is not unduly burdened. The User shall meet all legal requirements and obtain all necessary permits from the competent authorities for the event.
- (4) The User shall personally organize events in the agreed terms of use of the Hall and will not sublease it without the explicit written consent of the Institution.



- (5) The User shall submit a final report to the Institution on the number of visitors to the event, including the number of invited guests with invitations and accreditations.

Article 5

- (1) For each individual event organized by the User in the Hall, the User has the following obligations:
1. organize the event flawlessly,
 2. appoint an event manager who must be at least 18 years old and have the appropriate psychophysical abilities to perform the duties of a manager, and inform the manager accordingly,
 3. register the event at least 5 days before the event day with the competent authority in accordance with the Public Gatherings Act or request a permit for the event at least 10 days before the event day and inform the Institution,
 4. notify the local community in writing about the event,
 5. conduct the event in accordance with the permit and deliver one copy of the decision or permit to the Institution at least 24 hours before taking over the Hall,
 6. organize and pay for the preparation and sale of tickets,
 7. ensure the Institution has constant access to electronic ticket sales by the authorized seller(s) and inform the Institution of the expected number of visitors,
 8. print the Šport Ljubljana logo and the LPP logo on the tickets with a notice of free bus transportation (3 hours before and 3 hours after the event according to the valid timetable),
 9. familiarize themselves with the fire regulations and comply with the valid provisions at the venue where the event is organized. The fire regulations are published on www.sport-ljubljana.si,
 10. ensure a sufficient number of trained responsible persons for extinguishing initial fires and evacuating the venue where the event is organized,
 11. ensure fire watch in accordance with the Fire Protection Act and the decree of the City of Ljubljana, which stipulates that firefighting services in the municipality are performed by those firefighters and firefighting units that provide public firefighting services in accordance with the law in the municipality,
 12. ensure a rescue service equipped and trained in accordance with the legislation,
 13. ensure all measures to maintain order at the event and hire an appropriate number of stewards or, when required by law, a security service that meets the conditions for performing security activities in accordance with the regulations governing private security, with an appropriate number of stewards or security guards,
 14. cooperate with the police at the event and comply with any proposed measures by the police to ensure order at the event,
 15. submit a final report to the Institution on the number of visitors to the event, including the number of invited guests with invitations and accreditations,
 16. coordinate the traffic regime with the Institution and the City of Ljubljana, and the parking conditions for event visitors at the Tivoli parking lots with the parking lot manager or the current owner of the surfaces,
 17. at the request of the Institution:
 - a) Submit an event security plan,
 - b) Submit a signed statement on the fulfillment of obligations from points 9 to 13 of this Article of the General terms of use,
 - c) Submit a list of all potential subcontractors,
 - d) Ensure the presence of a security service from the start of the event space preparation until the representatives of the User as the organizer and their subcontractors leave the event space;
 18. organize and be responsible for the assembly of the scene and other equipment and the work of persons in accordance with occupational safety regulations,
 19. ensure the placement of equipment so that evacuation routes are clear and fire extinguishers and hydrants are easily accessible,
 20. act in accordance with the Copyright and Related Rights Act (ZASP) or in accordance with the rules of organizations SAZAS, IPF, and ZAMP and bear all costs arising from this,
 21. obtain the Institution's consent for all additional activities during the event, such as the sale of props, distribution of promotional material, food products, CDs, etc.,
 22. ensure the Institution has uninterrupted access with invitations or accreditations and entry with the Šport Ljubljana card (11 persons) and provide VIP seats for these persons to watch the event,



23. in case of event cancellation, timely notify the Institution and inform the public through the media and public announcements.

- (2) If the User, in organizing an individual event:
 - violates points 2, 3, 5, 8, 9, 10, 11, 12, 13, 17, 18, or 19 of the previous Paragraph of this Article or
 - violates the provision of Article 8 of these General terms of use, or
 - fails to obtain a permit for the event from the competent authority or if the permit is revoked, the Institution may withdraw from the legal transaction of renting the Hall without a notice period with a unilateral written statement sent to the User, which can also be sent via email, and prohibit the User from using the Hall for the event to which the violation relates, thereby canceling the Event. In this case, the User has no claim against the Institution, nor is the User entitled to a reduction in the total rental fee and other services agreed upon between the Institution and the User. In such a case, it is also considered that the reason for the withdrawal from the legal transaction of using the Hall or the cancellation of the event originates from the User's sphere.
- (3) If an individual obligation of the User regarding the organization of the event is not defined in these General terms of use, but it is shown that the User must fulfill it based on valid legislation, the User is obliged to fulfill it. Otherwise, the Institution has the right to act as specified in the second Paragraph of this Article of the General terms of use.
- (4) By ordering the use of the Hall, the User confirms that they are familiar with all valid regulations related to the organization of the event and with the obligations and provisions of valid legislation, including the Consumer Protection Act and the Public Use of the Slovene Language Act for the organization and advertising of the event, and the obligations related to the safety of visitors at the Event.

Article 6

- (1) After the use of the Hall, the User is obliged to return it to the possession of the Institution. The Institution and the User will jointly inspect the condition of the Hall upon return and, in case of damage, will document it in a report. The report will document any damage or other deterioration of the Hall and equipment in the Hall.

Article 7

- (1) The User is responsible for any damage caused during or in connection with their activities by their employees or contractual subcontractors. The User is obliged to provide a list of subcontractors and suppliers who must have the necessary registration and other documentation required by law and other regulations (e.g., technical setup of the Hall, production and sound, assembly and disassembly of equipment, catering, security or stewarding service, rescue and fire or firefighting service, sale of promotional items, etc.). The Institution will add the submitted list of all contractors to the consent for the use of the event space, which the User needs to obtain a permit for the event from the Administrative Unit Ljubljana.

V. USER LIABILITY INSURANCE

Article 8

- (1) The User is recommended to annually insure at the insurance company the general liability for damages caused to the Institution or third parties due to the organization of the Event, with an insurance sum of at least 500.000,00 EUR per individual insurance case (1 - time annual aggregate). The insurance should therefore cover:
 - bodily injury, illness, or death of a person (personal injury);
 - destruction, damage, or disappearance of property (damage to third-party property);The User's participation (deductible) amounts to 10% of the compensation, but at least 250,00 EUR.



- (2) The User is also recommended to conclude property insurance for damage caused to the subject of use due to malicious and wanton acts by anyone, in the amount of 50.000,00 EUR. The User's participation (deductible) amounts to 10% of the calculated insurance amount, but not more than 200,00 EUR.
- (3) The User is obliged to pay the full amount of the damage caused to the manager or third parties if the insurance sum is not high enough to cover the incurred damages.
- (4) If the User executes the contract with subcontractors, all insurances under this article must also cover them, or they must provide proof of insurance, which must be at least equal to the insurance required for the User under this article.
- (5) In the event that the User or his subcontractors conclude insurance according to the Paragraphs 1., 2., or 4. of this Article, the User is obliged to submit a copy of their insurance documentation to the manager by the date of signing of this contract.
- (6) The User is recommended to also take out appropriate accident insurance for persons and insurance for mechanical damage to the subject of use or rental, including damage to the subject of use or rental due to malicious or wanton acts by anyone.

VI. PAYMENT OF RENTAL FEE FOR THE USE OF THE HALL

Article 9

- (1) The rental fee for the use of the Hall for the organization of an individual event (*for each event day*) is charged to the User in accordance with the current price list of the Institution.
- (2) The rental fee for the Hall for the technical setup of the Hall for the event (*for each preparation day*) is charged to the User in accordance with the current price list.
- (3) The User pays the rental fee based on the issued invoice from the Institution, in the manner specified in the following Article of these General terms of use.

Article 10

- (1) The User is obliged to pay the reservation fee of 1.500,00 EUR (excluding VAT) immediately as a non-refundable advance, which is included in the rental fee that the User is obliged to pay for the use of the Hall for the organization of an individual event, and the remaining part of the rental fee no later than the takeover of the Hall for use.
- (2) If an assignment contract is concluded, it must be signed by all contracting parties at least three (3) days before the start of the Hall's preparation for the event.
- (3) The payment of the rental fee in full is an essential component of the legal transaction for the rental of the Hall, which means that if the User does not pay the agreed amount within the agreed period, the contract is terminated without the need for either party to withdraw from the legal transaction. In the case of a terminated contract, the Institution does not allow the User to use the Hall or event space, and any liability of the Institution for damages is excluded.
- (4) The User has no right to a refund of the paid reservation fee for the use of the Hall for the organization of an individual event, even in the case of event cancellation, regardless of the reason for the cancellation and regardless of which party canceled the event. If the reservation fee for the use of the Hall for the organization of an individual event is not paid, it is considered that the User did not order the use of the Hall and that the legal transaction for the rental of the Hall was not concluded.

Article 11



- (1) The Institution reserves the right, in the case of force majeure or if it is necessary due to the organization of another event that the Institution is obliged to ensure or for which it cannot provide another suitable space managed by the Institution (events of national importance or major international sports events), to change or cancel the User's reservation for the Event without any liability for damages to the User or any third party. If the Institution cancels the User's reservation for the use of the Hall for the organization of the event for the reason specified in this Paragraph, the Institution is obliged to return the entire already paid amount of the rental fee for the use of the Hall for the organization of the canceled event (including the reservation fee), without late payment interest.
- (2) In the event the reserved right, as written in the beforementioned Paragraph, is executed, the Institute shall note the User of this at least three (3) months before the reserved date of the Event.

VII. INSTITUTION'S LIABILITY FOR DAMAGES

Article 12

- (1) Claims for damages due to breaches of contractual obligations from the legal transaction for the rental of the Hall against the Institution are limited to gross negligence and malicious conduct. The burden of proof lies with the User.
- (2) Claims for damages against the Institution are limited to reasonably foreseeable ordinary damages, up to the amount of the agreed rental fee for the use of the Hall. All other claims for damages are excluded, especially any claims for indirect damages.
- (3) The User must check the suitability of the Hall for the intended use, i.e., for the event to be organized in the Hall. The Institution is not responsible for insufficient inspection.
- (4) The User is the organizer of the Event for which the Institution rents the Hall. Therefore, the Institution's liability for damages that occur to the User or third parties during the time the User has the Hall in use and that result in:
 - bodily injury, illness, or death of a person (personal injury);
 - destruction, damage, or disappearance of property (damage to third-party property);
 - injury, illness, or death of persons involved in the organization of the Event or damage to their propertyis excluded.

VIII. WITHDRAWAL

Article 13

- (1) The Institute may withdraw from the legal transaction of renting the Hall to the User under the conditions specified in these General terms of use.
- (2) The Institute may also withdraw from the legal transaction of renting the Hall if it determines that the use of the Hall or the event would damage the reputation of the Institute as the Hall manager or the City Municipality of Ljubljana as the Hall owner. In such cases, the Institute may withdraw from the legal transaction without notice by sending a unilateral statement to the User by registered mail or email. In such a case, any liability of the Institute for damages due to the withdrawal from the legal transaction is excluded, but the Institute is obliged to return to the User the already paid amount of the rental fee for the use of the Hall for the canceled event, reduced by the paid amount of the reservation fee for the Hall use and reduced by the amount of costs incurred in connection with the preparation of the Hall for the event. The Institute returns the specified amount of the rental fee to the User without statutory default interest. In such a case, the Institute also has the right to claim compensation from the User if the Institute has suffered damage due to the User's actions (e.g., loss of the Hall rental slot to another provider, etc.).



- (3) The Institute has the right to withdraw from the legal transaction of renting the Hall if the User violates the provisions of these General terms of use and does not cease the violations despite the Institute's explicit warning to stop the violations. In such a case, the Institute may also withdraw from the legal transaction of renting the Hall without notice by sending a unilateral statement to the User by registered mail or email. As specified in the previous paragraph of this article of the General terms of use, the Institute is obliged to return to the User the already paid amount of the rental fee for the use of the Hall for the canceled event, reduced by the paid amount of the reservation fee for the Hall use and reduced by the amount of costs incurred in connection with the preparation of the Hall for the event. The Institute returns the specified amount of the rental fee to the User without statutory default interest. In such a case, the Institute also has the right to claim compensation if it has suffered damage due to the User's actions, which led to the Institute's withdrawal from the contract.

IX. FINAL PROVISIONS

Article 14

- (1) For all matters not regulated by the General terms of use and not agreed upon by the Institute and the User, the provisions of the Obligations Code and other applicable legislation in the field of Hall rental and organization of public events shall apply.
- (2) If one or more provisions of these General terms of use are wholly or partially invalid, this does not affect the validity of the other conditions. In this case, the invalid provision is replaced by a provision that is closest to the economic purpose of the invalid provision. In case of ambiguity of individual provisions, they are interpreted as closest to the economic purpose of the ambiguous provision.
- (3) All disputes arising from the occasional use of the Hall that the parties cannot resolve amicably will be resolved by the competent court in Ljubljana. This court is also competent to assess these General terms of use.
- (4) In the event that the General conditions of use are translated into a language other than Slovenian, in case of doubt the Slovenian version shall be used as the original document.
- (5) These General terms of use come into effect on 8. 7. 2024 and are published on the Institute's website www.sport-ljubljana.si.

The Manager:
JAVNI ZAVOD ŠPORT LJUBLJANA