## Director's Directive No. 3/2023

of 6 January 2023,

laying down the

## Operating Rules of Špilberk Castle

For short-term use of the premises for cultural and social events at the National Cultural Heritage Site Špilberk Castle

- 1. The premises of Špilberk Castle designated for short-term use for cultural and social events (hereinafter referred to as "events") are part of the National Cultural Heritage site and are subject to a special regime. The nature of such events and the manner of use of the relevant premises must not conflict with the historical, cultural and societal significance of the heritage site and the interests of its protection. The Lessee is obliged to get acquainted with the regime of use before taking over a part of the property for use, to observe this special regime, to respect it and to comply with the instructions of the authorized employees of the Lessor and security personnel during the preparation, course and termination of the event. To this end, the Lessor shall appoint a responsible employee to carry out the Lessor's operational and technical functions.
- 2. The use of the premises for an event takes place on the basis of the relevant Contract (hereinafter referred to as the Contract), which defines the specific premises, the purpose of the use, the time of the event from the beginning of its preparation (delivery of material, etc.) until the end of the event, including the returning of the premises used to their original condition; the price for the use; the term and method of payment and other conditions of the event. The handover and acceptance of the premises of use to the Lessee and after the end of the event back to the Lessor shall be recorded in a document confirmed by the Lessor and the Lessee.
- 3. The Lessee is obliged to use the premises and facilities only for the agreed purpose of use and to the extent agreed in the respective Contract. Without undue delay, the Lessee shall notify the Lessor of damage to the property, defects, malfunctions and all other facts and events that the Lessee, as the property manager, should be aware of.
- 4. The Lessor or a person authorised by them is entitled to enter the space subject to use. The Lessor has the right to immediately terminate the use of the subject parts of the property and thus the event if serious damage to the health of the participants or destruction and damage to property occurs during the event, even in connection with local negative weather developments that make the standard course of the event impossible (storms, strong wind, etc.). This right is also granted to the Lessor in the event of a demonstrable threat of such a danger.
- 5. If required by the nature and scope of the event, the Lessee is obliged to provide their own event staff, which is capable of organizing proper operation and peaceful course, health emergency patrol and fire protection patrol. The Lessor shall inform the organiser in advance of the basic information that the organiser should know. The organising staff will also carry out its activities at the entrance to the parts of the premises used and in the associated areas (cloakroom, car park, etc.). They must ensure that the Lessor's staff and the participants of the event do not enter areas that are not included in the hired premises.
- 6. Any modifications or changes in the used premises and other used items may be made by the tenant exclusively and only based on written consent of the Lessor. In the event that such changes or modifications are permitted, the Lessee shall be obliged to restore the premises to their original condition after the end of the event, unless the Lessor stipulates otherwise.
- 7. The Lessee is obliged to refrain from any actions that would or could interfere with the Lessor's activities beyond what is permissible, in particular, the Lessee is obliged to ensure that the preparation and conduct of the event does not interfere with the Lessor's tourist schedule, unless otherwise agreed.
- 8. If required by the nature of the event, the tenant must allow for the normal movement of visitors to Špilberk, as well as for the passage of service vehicles of the Lessor or emergency



vehicles of the IRS - Ambulance, Fire Brigade, Police, etc. A free corridor must be provided.

- 9. The Lessee is obliged to maintain cleanliness and order in the places they use at their own expense, both during and after the event, unless otherwise agreed. The Renter is also obliged to do this outside the object of use if the event is soiled or damaged by the participants. The Lessee undertakes to hand over the object of use to the Lessor after the event in the condition in which it was taken over. Should this not be the case, the Lessor shall be entitled to charge the Lessee for the costs incurred in restoring the premises used to their original condition.
  - 10. The Lessee is liable for any damage, destruction or theft of items in the hired premises.
- 11. The Lessee is responsible for work safety, compliance with fire, safety, evacuation and hygiene regulations and environmental regulations, such as waste disposal, etc., and the Lessor's operating regulations in the premises used. If there is a breach of the legal regulations, the obligations contained in the Lessor's Operating Regulations or the relevant Contract and if damage is caused to the Lessor or a penalty is imposed in connection therewith, the Lessee shall be obliged to pay the Lessor the full amount of such damage or penalty.
- 12. The Lessee is obliged to ensure that all correct legal obligations related to the preparation, organization and conduct of the event are met, such as reporting to the Bmo Centre or the City of Brno, Authors Union for Rights to Musical Works (OSA), DILIA theatrical, literary, audiovisual agency, etc.
- 13. Fireworks can only be held if the organiser is the Lessor, the City of Brno or a municipal organisation (e.g. theatres). The organiser is obliged to comply with the applicable laws and regulations that deal with night time and to ensure that the night time is regulated by a generally binding ordinance of the City of Brno on the days in question. The Lessee shall ensure the supervision of the Fire Brigade and, if necessary, the Brno Police Department in the vicinity of the Špilberk Castle premises or otherwise ensure the security of the building and its surroundings. Fireworks are not permitted at private events.
- 14. Vehicle entry to the Špilberk Castle is only possible on the basis of an issued vehicle entry permit. Delivery and preparation of events is possible outside the opening hours of the Brno Museum, i.e. 18:00-9:00.
- 15. The Lessee is entitled to park only in designated areas, i.e. the north terrace or the gun bastion, and only on the basis of issued permits.
- 16. If the use includes electricity, the Lessor shall appoint a responsible member of staff to supervise the connection to the electricity network and the elimination of any faults in the electricity supply. Any tampering with the Lessor's electrical equipment is prohibited.

The Operating Rules for Non-residential Premises in the National Cultural Heritage Špilberk Castle for Short-Term Use for Cultural and Social Events of 17 July 2018 are hereby repealed.

In Brno, 6 January 2023

Mgr. Zbyněk Šolc Director

