STUDIO ANTOGNAZZI PIETRASANTA

General Terms and Conditions for the Use of a Workspace or for Conducting a Workshop at Studio Antognazzi

1. Definitions

- **Workspace:** the rental of a workspace by a sculptor.
- **User:** the sculptor renting a workspace.
- **Workshop instructor:** the person renting the separate and lockable space in order to conduct workshops.
- **Studio:** the term "studio" in these conditions refers to Studio Antognazzi.
- **Manager:** the term "manager" refers to Mr. Jeen Bosma.

2. Procedure and Payment

- **Workspace procedure:** the reservation becomes final upon receipt of the registration form and the advance payment for the first week.
- **Workspace payment term:** the user shall pay the remaining amount for the use of the workspace at the commencement of such use, unless otherwise agreed with the studio manager.
- **Workshop procedure:** the reservation of the required workshop space becomes final upon receipt of the registration form and the advance payment of 50% of the total rental amount.
- **Workshop space payment term:** the remaining rental amount shall be paid to the studio upon commencement of the workshop. The manager may agree on different payment arrangements with the user, for example if a workspace is rented for a longer period.
- **Confirmation:** confirmation of the final reservation and receipt of the above-mentioned advance payments will be sent to the parties by email. The email will also include the general terms and conditions, studio rules and indemnity declaration.

3. Cancellation

Should you unfortunately be unable to attend, the following rules shall apply:

- Up to 30 days before commencement: cancellation free of charge (minus €100 administration and preparation costs).
- From 29 days before commencement (weekends included), the full amount is non-refundable, as all costs will then have been incurred.

4. Illness and Force Majeure

- **Illness:** in the event of illness of the user or workshop instructor, the advance payment shall in principle not be refunded.
- **Force majeure:** in exceptional cases of force majeure (for example family circumstances), the studio may decide to issue a voucher for a future period. This shall be at the discretion of the studio manager.

5. Cancellation by the Studio (Force Majeure)

- In the event of cancellation by the studio, the advance payment already made shall be refunded in full within 7 days.
- Any travel or accommodation expenses incurred by the user or workshop instructor shall not be reimbursed by the studio.

6. Safety and Liability

- **Studio rules:** the user shall receive an overview of the rules applicable to working in the studio. These rules constitute a strong recommendation for every user (including anyone attending a workshop) and are intended to promote everyone's safety. Use of the studio is entirely at the user's own risk.
- **Indemnity declaration:** the user (including the workshop instructor) shall therefore sign an indemnity declaration.
- **Workshop participant:** the agreements between the workshop instructor and the participant fall outside the liability of the studio.
- **Liability:** use of the workspace or workshop space within the studio is entirely at the user's own risk. The studio shall not be liable for personal injury or damage to/loss of personal property, unless such damage is the result of intent or gross negligence on the part of the studio manager.
- **Insurance:** users are advised to have their own personal accident insurance and/or third-party liability insurance.

7. Use of Materials and Equipment

- Unless otherwise stated, the cost of the stone to be worked is not included in the rental fee.
- Use of the overhead crane may only take place in the presence of, or by, the manager. Only the manager may designate a person who is authorised to operate the crane. Violation of this rule or of any agreement regarding the use of the crane may result in denial of access to the studio. This also applies to workshop participants.

8. Applicable Law

Dutch law shall apply to these terms and conditions.

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