

# Regulation

# **Provision of Venues for Events**

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# **Preamble**

Parques de Sintra - Monte da Lua S.A., hereinafter referred to as Parques de Sintra, is an exclusively publicly funded company, established in 2000 following the classification by UNESCO of Cultural Landscape of Sintra as a World Heritage Site (1995). The aim of its creation was to bring together the institutions responsible for safeguarding and enhancing the Cultural Landscape of Sintra, and the Portuguese State entrusted the management of its main estates to the company, located in the Cultural Landscape of Sintra and Queluz, Cultural Landscape of Sintra: the Park and Palace of Pena, the Gardens and Palace of Monserrate, the Moorish Castle, the Capuchos Convent, the Garden and Chalet of the Countess of Edla and, since 2012, the National Palaces of Sintra and Queluz and the Portuguese School of Equestrian Art headquartered in the Gardens of the National Palace of Queluz and with regular presentations in the Henrique Calado Riding Ring, on Calçada da Ajuda (Belém).

The current shareholders of Parques de Sintra are the Portuguese State, through the General Directorate of Treasury and Finance (35 %); the Instituto da Conservação da Natureza e Florestas, I.P. (Institute of Nature Conservation and Forests) (35%), Turismo de Portugal, I.P. (the Portuguese Tourism Office) (15%) and Sintra Town Council (15%). Parques de Sintra does not use the state budget and its management model is based entirely on the capacity of the heritage to generate its own revenue. The restoration and maintenance of the heritage managed by the company, whether built or forested, is funded by its own income.

Parques de Sintra is responsible for managing these heritage assets, a task that encompasses restoration, regeneration, revitalisation, conservation, research, promotion and exploitation, opening them up to the public and enhancing their tourist value. As such, the company pays constant attention to the conservation and restoration needs of the parks and monuments under its management, in which priority interventions may be undertaken at any time.

Pursuing its mission of fostering public enjoyment of the heritage it manages, Parques de Sintra has selected a series of built and natural spaces that, due to their characteristics, provide a unique environment for holding events, allowing multiple needs to be met while always respecting and safeguarding the historical and cultural values of the sites allocated.

These regulations lay down the operational, technical and procedural conditions under which the provision of venues for events is permitted.

# Part I

# **General Provisions**

# Article 1

# Scope

- 1 These regulations apply to all situations involving the temporary provision of spaces managed by Parques de Sintra-Monte da Lua S.A., hereinafter referred to as "Parques de Sintra", as described in Article 4 of these regulations.
- 2 The events to be held may be of a private, cultural, social, academic, scientific, commercial, business, tourism or promotional nature, and are conditional upon and limited to compatibility with the principles and criteria for safeguarding the historical and cultural value of the site provided.

# Article 2

#### **Definitions**

- 1 The terms below have the following meanings:
  - a. Event: Any type of:
    - Show, congress, seminar, conference, convention, colloquium, fair, exhibition, meeting, festival, shoot (photography or video) for private or commercial purposes;
    - ii. Artistic, cultural, scientific, sporting, recreational, commercial or similar event;
    - iii. Private, civil, religious or symbolic ceremony (e.g. marriage, symbolic union, renewal of vows, anniversary or similar).
  - b. Promoter: Any individual or corporate entity that has rented space(s) managed by Parques de Sintra.
  - c. Event Manager: Individual external to Parques de Sintra who represents the promoter and is responsible for the organisation and safety of the whole event. This is the person who signs all the necessary documents to formalise the hire of venues.
  - d. Participant(s) in the event: Any person included in the event, as a participant or guest, or in a technical, artistic, operational or advisory capacity, or as part of an audience or other.

# Annexes to the Regulations

- 2 The following annexes form an integral part of these regulations:
  - a. ANNEX I **Venue Price List and Capacities**, details of venue rental prices, in seated and standing mode, and the respective capacities.
  - b. ANNEX II **Timetables**, information on the time slots for holding an exclusive event for the entire day or only after the monument has closed.
  - c. ANNEX III Civil Liability Agreement, which must be signed by the event manager together with the Declaration of Acceptance, thereby assuming responsibility for all damages or losses that are caused, directly or indirectly, by the use of the space allocated.
  - d. ANNEX IV Declaration of Acceptance, document detailing the conditions for providing a certain venue, namely financial conditions and timetable, as well as the acceptance of these regulations. This declaration must be signed by the event manager once Parques de Sintra and the promoter have finalised the details for providing the venue, enabling the venue to be formally reserved.

# Article 4

# **Functional organisation of venues**

- 1- Parques de Sintra is on hand to provide the following venues for events:
  - a. Park and National Palace of Pena: the Stag Room, the Stag Terrace, the Room of Arches, the Terrace of the Palace's Kitchen, the Garden at the Calet of the Countess of Edla, the Stables Auditorium, the Palace Auditorium;
  - b. Moorish Castle: the Wall and Arms Square, the Guardhouse;
  - c. **National Palace of Sintra:** the Swan Room, the Manueline Room, the Central Patio, the Lion's House, the Lion's Patio, the Gardens;
  - d. **Park and Palace of Monserrate:** the Music Room, the Palace's Square, the Palace's Balcony, the Romantic Ruin (chapel ruin), the Hall of Columns, the Auditorium;
  - e. **National Palace and Gardens of Queluz**: the Throne Room, the Music Room, the Ambassadors Room, the Robillion Staircase, Terraces and Gardens, the Event Room, the Auditorium;
  - f. The Portuguese School of Equestrian Art: the Nora Patio, the Henrique Calado Riding Ring;
- 2- Other venues managed by Parques de Sintra may be considered on a case-by-case basis upon request.

# Support service areas

- 1 At some of the venues mentioned in the previous Article, Parques de Sintra has event support areas, where it will be possible to use and/or install purely electrical equipment, with single and three-phase outlets.
- 2 Parques de Sintra may provide these spaces to the promoter, depending on the respective requirements and capabilities, subject to a technical visit and appropriate written permission from Promotion and Visitor Support Management - Events, hereinafter referred to as PVSM-Events
- 3 Use of these spaces is restricted to the teams involved in the event (e.g. catering team).

# Article 6

# Parques de Sintra Responsibilities

- 1- All venue requests must first be assessed from a legal and safety perspective, also taking into account compatibility with the historical prestige, identity and heritage of the venues to be hired.
- 2- The Parques de Sintra Management is responsible for authorising the use of other spaces not envisaged in Article 4 of these regulations, based on a substantiated proposal from PVSM-Events.

# Article 7

# **Parques de Sintra Liability**

- 1 Parques de Sintra cannot be held responsible for any damage that the temporary provision of space may cause to third parties.
- 2 Parques de Sintra cannot be held responsible for any personal and/or material accidents that may occur as part of the organisation and staging of events in the venues provided.

# Part II

# **Use and Temporary Provision of Venues**

# **Article 8**

# Main principles

- 1- All activities and events must respect the historical and cultural prestige of the venue provided.
- 2- No requests of a party political, trade union or election campaign nature will be permitted.

- 3- Requests that undermine the dignity of monuments, parks and gardens or that disrupt the access and movement of visitors, as well as other activities planned or already under way, will also be rejected.
- 4- Parques de Sintra pays constant attention to the conservation and restoration needs of the parks and monuments under its management, in which priority interventions may be undertaken at any time.
- 5- The National Palace of Sintra and the National Palace and Gardens of Queluz may be requested for state functions at any time. In such circumstances, events scheduled for coinciding dates may have to be cancelled.

# **Venue Requests**

- 1 Requests must be submitted at least thirty days before the intended date.
- 2 Venue requests must be made in writing to PVSM-Events, via the electronic contact eventos@parquesdesintra.pt, and should specify:
  - a. The activities to be held, presented in detail (e.g. wedding, corporate event, conference, filming, etc.);
  - b. The areas to be provided;
  - c. The preferred date and time of the event;
  - d. The equipment to be used, where applicable;
  - e. The number of people participating in / attending the event;
  - f. The promoter, the event manager, and the single point of contact with Parques de Sintra;
  - g. The entities involved, namely from the hotel and/or catering, tourist entertainment and film and photography sectors, as well as the expected number of staff, when applicable; and
  - h. The organisational plan for the event, including catering, handling of goods, assembly/disassembly of structures, among others, when applicable.
- 3 PVSM-Events may request clarifications or additional documents whenever deemed necessary for assessing the request.

#### **Decision**

- 1 PVSM-Events will be responsible for deciding on and authorising the provision of venues, as well as the conditions to be applied, based on these regulations and with prior approval from the Parques de Sintra Management.
- 2 Whenever it sees fit, the Parques de Sintra Management may request any type of negotiation procedure for allocating venues.
- 3 If the venue is granted, the final decision will lay down the applicable conditions in accordance with these regulations.
- 4 Parques de Sintra reserves the right to reject any external company contracted by the promoter in relation to staging events at the venues it manages.
- 5 The promoter, the event manager, and the single point of contact with Parques de Sintra must sign the liability agreement (Annex III) in order to confirm the acceptance of and compliance with the applicable safety regulations.
- 6 Once the event manager has signed the Declaration of Acceptance (Annex IV), PVSM-Events is responsible for ensuring compliance.

#### Article 11

# Compensation

- 1 Financial compensation for providing venues will be determined based on the figures set out in Annex I to these regulations and the opinion of PVSM-Events, excluding additional services, which will be quoted on a case-by-case basis and form part of the final financial proposal.
- 2 VAT at the legal rate in force will be added to the amounts set out in Annex I and other financial compensation.
- 3 If spaces are provided that are not covered by Annex I to these regulations, the financial compensation sum will be decided by Parques de Sintra, based on a proposal from PVSM-Events.
- 4 The venue provision agreement requires signature of the Civil Liability Agreement (Annex III) and the Declaration of Acceptance (Annex IV), which implies the acceptance of these regulations.
- 5 The Parques de Sintra Management may stipulate different amounts to those in Annex I, according to the special circumstances of each event.

#### Article 12

#### **Promoter responsibilities**

1- The promoter's, and specifically the event manager's, responsibilities will include the following:

- a. The presence of the event manager throughout the event, or a representative provided that written notice is given to Parques de Sintra at least 24 hours in advance;
- b. Compliance with the rules of conduct contained in these regulations or others communicated in writing;
- c. Compliance with all laws and regulations, including municipal ones, that apply to the event organised, as well as obtaining all necessary permits and licenses for this purpose;
- d. Respecting all third-party rights, in particular copyright and industrial property rights, obtaining all the licenses required for the event;
- e. Compliance with hygiene and food safety standards, in the event that catering is handled by a company external to Parques de Sintra;
- f. Adaptation of the venue and compliance with the regulations on additional catering services, use of sound, lighting, decoration and entertainment;
- g. Sending all information relating to the event participants, such as: the name of the event manager, identification of suppliers (catering, decoration teams, among others), names of employees of the companies providing services for the event, work schedules, namely timetables for loading and unloading materials; and
- h. Payment of all licenses, fees and taxes related to the event.

#### Insurance

- 1- The civil liability agreement (Annex III) for losses and damages, for an amount to be determined by Parques de Sintra, must be accepted and signed, the entity hiring the venue thereby assuming liability for all damages or losses caused on the site as a result of the hire.
- 2- Parques de Sintra must always be reimbursed by the promoter for damages caused during the event, either by the external teams hired by the promoter or by the event participants.
- 3- Corporate entities promoting events must possess civil liability insurance, which must cover any pecuniary and non-pecuniary damages that occur in any part of the premises.
- 4- Additional conditions may also be laid down, including obtaining specific insurance for an amount set by the Parques de Sintra Management following a proposal by PVSM-Events.
- 5- If insurance is required, a certified copy of the respective policy must be submitted 7 days before the event begins.

# **Payments and Cancellations**

- 1- After signing the Civil Liability Agreement (Annex III) and the Declaration of Acceptance (Annex IV), as per Article 11(4) of these Regulations, the promoter will pay 25% of the financial compensation established within 5 working days of the invoice being submitted.
- 2- The remaining 75 % of the financial compensation laid down in the Declaration of Acceptance (Annex IV) must be paid no later than 20 working days before the day of the event.
- 3- Payments will be made by bank transfer, the related expenses being the responsibility of the promoter, and proof of payment must be submitted by email to <a href="mailto:eventos@parquesdesintra.pt">eventos@parquesdesintra.pt</a>.
- 4- Cancelling the venue hire will lead to the amount paid to confirm the space upon signature of the contract being retained, as per point 1 of this Article.
- 5- If Parques de Sintra cancels the venue hire, all sums already received will be reimbursed.
- 6- The National Palace of Sintra and the National Palace and Gardens of Queluz may be requested for state functions at any time. In such circumstances, events scheduled for coinciding dates may have to be postponed or cancelled. Parques de Sintra assumes no liability in this event, merely undertaking to return all sums already received.

# **Article 15**

# **Force Majeure**

- 1 In the event of force majeure, i.e. any unforeseeable and exceptional situation or event, independent of the will of the parties, and which does not result from the fault or negligence of either of them, neither party will incur liability if it is prevented from fulfilling its obligations. By way of example:
  - Red alerts for adverse weather conditions issued by the competent authorities (Civil Protection or Portuguese Sea and Atmosphere Institute [IPMA]), which prevent access to the monument;
  - b) Pandemics.
- 2 The occurrence of force majeure situations that prevent the event from taking place must be immediately communicated to the other party.
- 3 The following, in particular, do not constitute force majeure:
  - a) Strikes or labour disputes limited to the parties involved in the hire;
  - b) Government, administrative, or judicial decisions of a punitive or other nature resulting from the promoter's failure to comply with its duties or obligations;
  - c) Demonstrations due to non-compliance with laws and regulations; fires or floods originating from the promoter's installations whose cause, propagation or

- proportions are due to its fault or negligence or a failure to comply with safety regulations;
- d) Breakdowns in the promoter's computer or mechanical systems that are not due to sabotage;

# Technical visit to the venues provided

- 1 It is recommended that the promoter and suppliers of complementary services hired by them for the event conduct a technical visit to the venue a minimum of 30 days before the event commences.
- 2 The technical visit mentioned above is mandatory if the promoter has not held any event at the intended venue in the 12 months prior to the event date.
- 3 Following the visit, any amendment or addition of information in the venue hire request, regarding the use of support service areas and equipment in particular, should be made as far in advance as possible of the event, while the related plan should be sent 5 working days in advance.

#### Article 17

# **Hours of Use**

- 1- The timetable for using the venues will adhere to that agreed between Parques de Sintra and the Promoter, and failure to do so will result in an additional fee for each extra hour of use up to a maximum limit of 2 additional hours, as established in Annex I.
- 2- Exclusive provision of the venue begins after the monuments are closed to the public, with the exception of some spaces not included in the visitor routes, as per Annex II.
- 3- The entry and departure times of employees of external companies hired by the promoter should be established in due time with PVSM-Events.
- 4- Set-up may take place in rooms on the museum route from 17:00, provided this does not hinder visitor movement.

#### Article 18

# Technical staff attached to Parques de Sintra

- 1- Any use or allocation of spaces requires the presence of Parques de Sintra employees, the number of people required being established by the company according to the type of event, the spaces to be used and the number of participants.
- 2- For each event, a Parques de Sintra employee will be designated as the single point of contact with the promoter or their representative.

3- The designated employee will be responsible for ensuring compliance with all Parques de Sintra rules and policies during the event, and may request partial or total suspension in the event of non-compliance.

#### Article 19

#### **Rules of Conduct**

- 1- All those involved in the event must respect the dignity of the monument as well as the presence of other visitors.
- 2- All participants responsible for the preparation and logistical conditions of the event must ensure the protection of the venues, with materials being transported with the utmost care and appropriate preventive measures, ensuring minimum contact with the built and natural heritage.
- 3- No venue items should be disturbed or moved.
- 4- The verification of any conduct that, individually or collectively, is likely to affect or disrupt the normal functioning of services and access to the venues, disregard visitors, or entail using the venues for practices that are illegal or other than those requested and granted, will give Parques de Sintra the right to revoke its permission to use the venue and, if necessary, suspend the event planned or under way.
- 5- If the rules of conduct are infringed, endangering the safety of persons or property, those involved will be invited to leave the venue.
- 6- In addition, the following restrictions and prohibitions are included in the rules of conduct when providing venues:
  - a. It is forbidden to affix, abut or attach any type of object to the built and natural heritage;
  - b. It is forbidden to remove any existing equipment from the venues;
  - c. All equipment and lights must be turned on and off by the Parques de Sintra representative at the site;
  - d. The use of Parques de Sintra equipment (crockery, cutlery, consumables) is not permitted without express permission from the Parques de Sintra representative at the site;
  - e. It is forbidden to consume any Parques de Sintra food and beverages found at the venue, with the exception of catering services hired from Parques de Sintra;
  - f. The consumption of alcoholic beverages by internal or external staff is not permitted during the provision of service (e.g. catering service contracted by the promoter);
  - g. It is forbidden to dance and smoke in rooms on the museum route;

- h. It is forbidden to circulate with food or drinks in rooms within the museum route, excluding the specific room granted and defined for this purpose;
- Animals may not enter any of the parks and monuments managed by Parques de Sintra, with the exception of guide dogs and assistance animals, upon presentation of evidence to that effect;
- Adults are responsible for accompanying and supervising minors in their care throughout the event in order to prevent both personal injury and damage to property;
- k. It is forbidden to feed the animals in the care of Parques de Sintra;
- I. The assembly of structures is not permitted, with the exception of decorative structures, provided these do not detract from the visitor experience, with express written permission from Parques de Sintra being necessary for this purpose.

# **Safety and Hygiene Regulations**

- 1- The promoter agrees not to exceed the venue capacity in order to ensure the safety of persons and property.
- 2- Parques de Sintra may request the presence of firefighters and/or police if it deems it necessary.
- 3- The promoter should ensure that no safety objects such as fire extinguishers, fire blankets, insect killers, security barriers or security tapes are removed or moved.
- 4- It is forbidden to disconnect alarms regardless of the situation.
- 5- After the event, the venue will be handed over to Parques de Sintra in its original condition. It is the promoter's responsibility to collect all materials, as well as to remove waste and clean the support rooms.
- 6- In addition, the following restrictions and prohibitions are included in the safety and hygiene regulations when providing venues:
  - a. The use of candles, paraffin or any object that jeopardises the safety of the monument is prohibited.
  - b. The use of any flammable substance is prohibited;
  - c. The release of balloons, confetti and fireworks, as well as rice or petals, is prohibited;
  - d. Smoking is only allowed in the places identified for this purpose with ashtrays;
  - e. Waste may be placed in the appropriate containers only.

# **Logistics and Assembly**

- 1- The promoter must send the event plan 5 working days in advance, with detailed schedules, as well as external suppliers' names, contact information, and vehicle license plate numbers.
- 2- The promoter is fully responsible for assembly and disassembly in the venues provided.
- 3- The promoter will provide the necessary resources for moving goods, under the supervision of Parques de Sintra employees, it being forbidden to use any means that, due to their nature, may constitute a threat to the built or natural heritage;
- 4- The promoter and all agents hired by it agree to follow the guidance of the teams working for Parques de Sintra.
- 5- All furniture, such as tables, chairs and sideboards, must have their feet properly protected to prevent them damaging the venue flooring, and they must not be placed against the walls.
- 6- Materials to be used for the event should be delivered as follows:
  - a. All suppliers, if they are able to do so, should deliver and collect materials after the monuments are closed to the public, and this may be done on the eve of the event or the day before the monument opens.
  - b. However, the specific timetables for setting up and disassembling events will be stipulated in due course by PVSM-Events and must be strictly adhered to.
- 7- After the event, materials must be disassembled and removed as quickly as possible and no later than 2 hours after the end of the event, it not being possible to leave materials and/or vehicles at the venues managed by Parques de Sintra after this period.
- 8- If there is a delay of more than 30 minutes past the time previously stipulated in writing, the delivery of materials may not be permitted due to its impact on other scheduled activities. Thus, failure to adhere to the schedule without prior notice may prevent materials from being unloaded, which may compromise the event.

#### Article 22

# **Vehicle Use and Parking**

- 1- Vehicle use in the Park and National Palace of Pena and Park and Palace of Monserrate is subject to the following restrictions:
  - a. The only vehicle allowed in the Park of Pena or Monserrate Garden during public opening times is that transporting food. It must be a light vehicle and drive with its hazard lights on at a speed not exceeding 20km/h.
- 2- Vehicle use in the National Palace of Sintra is subject to the following restrictions:

- a. Materials can only be transported to the Painters' House (pantry situated at the rear) in a light goods vehicle that is able to pass through the 2 metre wide access tunnel.
- 3- Parques de Sintra has no private parking.

# **Event Advertising and Signage**

Prior permission must be obtained from the Parques de Sintra Management before using any type of advertising media.

# Article 24

# **Image Capture**

- 1- General environment images are only permitted for private use or specific use by the promoter to promote the event. It is forbidden to use images for other purposes, namely commercial or advertising.
- 2- Excluded from the point above are events whose main purpose is to capture images (e.g. commercial footage such as advertisements or film footage) and which have express permission from Parques de Sintra.

# Part III

# **Complementary Services for the Provision of Venues**

# Article 25

# **Parques de Sintra Catering Services**

- 1- Parques de Sintra can provide the promoter with catering services for the event, namely:
  - a. Coffee breaks;
  - b. Brunch;
  - c. Sit-down, cocktail-style or buffet lunches and dinners;
  - d. Cocktail Party;
  - e. Official Toast (Port and Colares Wine);
  - f. Cocktail;
  - g. Welcome Drink;
  - h. Coffee Station.
- 2- External catering services during the monuments' opening hours require express permission from Parques de Sintra.
- 3- The price for this service is additional to the venue price, depending on the number of people to be served and the choice of menus.

# Article 26

# **Parques de Sintra Transport Services**

- 1- Parques de Sintra can provide the promoter with transport services within the venues it manages, namely:
  - a. Transfer
- 2- The price for this service is additional to the venue price.

# Article 27

# **Hiring Other Services**

- 1- Using its own resources, Parques de Sintra offers services that complement the staging of the event, including:
  - a. Exclusive contextualised visits to the venues, before or after the events;
  - b. Educational play activities to entertain children during the events;

- c. Presentations by the Portuguese School of Equestrian Art, at the Henrique Calado Riding Ring and the National Palace of Queluz gardens and riding ring.
  - i. Presentations in other spaces are subject to a technical visit in order to make an assessment and verify the logistics involved.
- 2- Parques de Sintra has a list of partners it can recommend in the following areas:
  - a. Period entertainment service (e.g. 18th Century Master of Ceremonies; dances inside the Palace; performances in the gardens);
  - b. Musical acts with period repertoire (e.g. harp, violin or piano concertos);
  - c. Restaurant and Catering;
  - d. Decoration;
  - e. Event Planner;
  - f. Wedding Planner;
  - g. Transport;
  - h. Image capture for various purposes, namely: Promotion of the destination/heritage; Dissemination of documentary, historiographic, educational content; Artistic production/fiction; Commercial/advertising.
- 3- The price of these services is additional to the venue price.

# **Final and Transitional Provisions**

- 1- These regulations will enter into force on their approval date and repeal any previous and conflicting provisions or stipulations.
- 2- Any omissions or queries arising from the interpretation and implementation of these regulations, as well as any extraordinary situation not provided for in them, will be assessed and decided upon by Parques de Sintra.