



HOTEL BELVUE

GENERAL TERMS and CONDITIONS of SALES

1. HOTEL BELVUE - GENERAL TERMS & CONDITIONS of SALES

ARTICLE 1.1 – With the exception of special written provisions drawn up by an authorised person, the present terms and conditions of sales apply to all the services provided by Hotel Belvue and to all contracts which have been agreed or are to be executed. These terms and conditions apply to any guest staying or consuming at the Hotel Belvue in his proper name, the name of a company, a public institution or an association. They are also an integral part of any signed contract. They are, thus, deemed to have been sufficiently brought to the notice of clients, contracting parties and third parties. This contract is personal to the client with whom it is made, and is therefore not in any part or form transferable.

ARTICLE 1.2 – The rates which have been confirmed in offers remain valid for a period of 3 months. They are subject to change without notice in case of abnormal increase in expenses or related taxes. Beyond the deadline, they may be modified in line with economic conditions. The rates which apply are those in force on the day the service is provided.

ARTICLE 1.3 – The Hotel management shall not be held liable for any damage which may arise following an event which he is unable to foresee (force majeure), in spite of all the necessary precautions, in view of the circumstances and consequences. Nor shall he be held liable for damage caused by mistake, even partial mistake, by the client. Articles 1952 to 1954 quater of the Civil Code apply with regard to safe-keeping.

ARTICLE 1.4 – The client must behave in accordance with accepted standards and the Hotel's house rules in which he is staying. Any serious or repeated violation of the hotel's house rules entitles the Hotel Belvue to put an end at the contract without prior notification. The client and the contracting party are jointly and severally liable towards the Hotel Belvue for any damage caused to persons, hotel property, fittings and equipment and those areas to which the general public has access.

ARTICLE 1.5 – Clients agree to inform the hotel of any change in the use of the rented premises and not to invite any person whose behaviour, reputation or respectability may in any way prejudice the Hotel's property or moral reputation, with the latter reserving the right to intervene if necessary. In the event of non-compliance with this obligation, the Hotel shall be entitled to cancel the event without compensation.

ARTICLE 1.6 – In order to confirm a guest room, full prepayment or a security deposit and a valid government-issue photo ID will be required upon check-in. The security deposit will cover the total accommodation as well as any incidental charges that may be incurred during the stay. Major credit cards are acceptable to establish the deposit. Your credit card will be authorized immediately, and the amount will be blocked on your credit card. Alternatively the deposit can also be paid via a debit card or in cash. In case no incidental charges were incurred Hotel Belvue will release the remaining amount of the authorization if the deposit was paid via credit card. In case the security deposit was established with a debit card or cash Hotel Belvue will, if possible, refund in cash (in € currency).

BELVUE HOTEL on behalf of N.V. - HOTELLIGEN - S.A.

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ARTICLE 1.7 – The client shall only be sent invoices which exceed € 500,00.- and then only with written approval beforehand of the Hotel. Nonetheless Hotel Belvue reserves the right to demand prior payment of the bill or corresponding bills. All recapitulative bills or invoices are payable in cash without discount. Any amount not paid when due shall automatically entitle Hotel Belvue to charge interest in arrears of 1% per month, without formal notification until full and final payment thereof. In addition, from the time the first formal notification for late payment is sent out, a lump-sum amount equal to 15% of the bill or the invoice with a minimum of € 150,00.- may, as of right, be demanded. Any late payment of a single bill or invoice entitles the hotel Belvue to suspend all contractual agreements, all bookings, all services and all sales or delivery of whatsoever nature. The non-payment of a single invoice on its due date makes all other invoices immediately payable, even those not yet due.

Payment: all invoices shall be settled by the Client's customers upon departure, unless otherwise agreed in the attached contract. Each single Clients agrees that the liability for his bill is not waived and agrees to be held personally liable in the event that the indicated person, company, public institution or association fails to pay any part or the full amount of the due invoice.

ARTICLE 1.8 – In the event of force majeure or unforeseeable event beyond one's control, (such as and not limited to: acts of God, war, government authority, terrorism, disaster, strikes, civil disorder, curtailment of transportation or transportation facilities or any other emergency or event beyond control) the Hotel is discharged from its obligations, without this giving rights to compensation. However, the Hotel agrees to inform the other party via all possible means so to limit all possible damage.

ARTICLE 1.9 – All complaints must be made in writing by registered post within 7 calendar days after the event. Any complaint received after this period will not be taken into consideration. In the case of disputes or legal proceedings only the courts of Brussels shall have jurisdiction and the laws of Belgium shall be applied in all such disputes.

ARTICLE 1.10 – Hotel Belvue is a non smoking establishment. It is allowed to smoke outside in front of the building at 15 meters minimum from any entrance. Smoke on the balconies or terraces of the rooms is not allowed. A fine of € 150 will be charged in case of non compliance with the smoking policy.

ARTICLE 1.11 – The hotel declines all responsibility for:

- damage to cars and theft of objects left in the car,
- clothing or valuables forgotten or lost in the locker room,
- valuables not stored in the individual safe of the room.
- equipment left at the hotel in public places, corridors or in unattended rooms,
- the loss or disappearance of luggage and other objects deposited in the lobby, luggage room, ...

2. PARTICULAR TERMS & CONDITIONS for MEETINGS, EVENTS and GROUPS

ARTICLE 2.1. – CONFIRMATION & PAYMENTS

A reservation is only regarded as final after receipt of the signed contract "FOR APPROVAL" and receipt of the 50% (fifty percent) of the total estimated costs as an advance payment or deposit. Reservations for which the advance payment is not paid within the stipulated period will be cancelled. An additional payment of 50% (fifty five per cent) will be demanded 30 days before the arrival date of the group.

The hotel keeps the right to request 100% deposit before arrival in specific situations



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ARTICLE 2.2 – ROOM BOOKINGS

2.2.1 Rooming List. The final rooming list will be submitted to the Hotel in writing at least 21 days prior to the arrival. A detailed list of names, arrival and departure dates and times must be clearly indicated. Further all rooming list reservations are guaranteed for no show and late cancellation by the Client.

2.2.2 Individual Call-In. In case a Client's customer is responsible for its individual room reservation, all unused room allotment will be released 30 days prior to arrival. However, the Client may keep the unused allotment if he guarantees the payment for any unconsumed room nights.

2.2.3. Modifications. At all times, the client shall inform the Hotel in writing of any changes regarding arrival details, e.g. arrival and departure dates, guest name changes. No verbal agreement shall be accepted.

2.2.4. No shows & Unexpected departures. The Client shall be liable for any unoccupied room at the agreed contract rate.

2.2.5. Time of check-in and check-out. Check-in time is from 15:00 and check-out time will be no later than 11:00.

ARTICLE 2.3 – NUMBER of PERSONS TO BE INVOICED

The Client must inform the Hotel in writing of the exact number of participants. The modifications may be made as from signature of the contract up to at a max of 5 workdays prior to the date of event and in any event shall not exceed more than in total 10% of the initial number of participants. In case the number of participants or bedrooms increases, the invoice will be made in accordance to the latest confirmed number of participants or bedrooms. All confirmed other revenue will be charged in full. For bedrooms we allow a 5% deviation on the latest confirmed number of bedrooms per night, if and only if, possible.

Residential Meetings: The accommodation contract and the banquet contract are indissociable. Any change reducing the banquetting revenue contracted by more than 10% will ipso facto entail the invalidation of the agreed bedroom rates and the application of international corporate rates. Hotel Belvue guarantees from its side the provision of 10% more covers than reported in the final number of guests for a group of up to 60 persons and 5% extra for a group of 80 persons. These "extra" places will of course be charged to the client and consequently the actual number of guests present will be invoiced.

Meeting Room Rental: The room rental which is included in the packages refers to a minimum guaranteed number of participants which is appropriate to the assigned room. In case the guaranteed number of delegates will not be reached, the hotel reserves the right to either charge an additional room rental fee or to change the conference room according to the actual number of participants (subject to availability).

ARTICLE 2.4 – FULL CANCELLATION of the EVENT and/or BEDROOMS

2.4.1 – Cancellation fees will be sustained according to the following and are not cumulative:

- More than 90 days prior to arrival : no charges.
- Between 89 days and 45 days prior to arrival : the customer will be charged 25 % of the total amount stipulated in the event or group contract.
- Between 44 days and 30 days prior to arrival : the customer will be charged 50 % of the total amount stipulated in the event or group contract.
- Less than 30 days prior to arrival : the customer will be charged 75 % of the total amount stipulated in the event contract.
- Less than 7 days prior to arrival : the customer will be charged 100 % of the total amount stipulated in the event contract.
- For cancellations outside these notice periods, or in excess of these limitations, 100% of the contracted amount will be invoiced.



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For any booking during congress periods and for citywide events the Hotel reserves the right to adapt its deposit and cancellation terms & conditions

2.4.2 – Room block based on individual call in

The hotel will provide the client with a web link for online bookings at the preferential contracted rate

Each individual guest will be responsible to reserve and guarantee its own bedroom and will be liable in case of cancellations, no show or early departure.

Any cancellation that is not communicated in written within 5 working days before the arrival date will not be taken into account and 100% of the stay will be charged. We will charge 100% of the stay for any no show.

The unused allotment will be released by the hotel as follows:

- 50% release of non-reserved bedrooms 2 months prior to event,
- 100% release of non-reserved bedrooms 1 month prior to the event. (Unless otherwise agreed earlier in the contract)

The rooms and conference contract is indivisible. A full cancellation of the rooms part will result in a full cancellation of the conference part unless otherwise agreed.

ARTICLE 2.5 – EXTRA COSTS

2.5.1 In cases where an event lasts longer or a group stays longer than the agreed time period, Hotel Belvue reserves the right to invoice for the extra costs.

2.5.2 All meals, beverages, or other services not included in the booking agreement will be charged by the Hotel to the client unless the Hotel is informed in writing that these charges must be borne individually. However where no information is provided regarding these arrangements, all price differences will be charged to the one who signed the agreement.

2.5.3 Hotel Belvue reserves the right to adjust prices in the line with economic indicators, changed VAT rates or excise rates and variations in all tax rates and percentages without previously notifying the client.

ARTICLE 2.6 – LIABILITY

2.6.1 The event must be run in an orderly and civilised manner. The groups as well must behave orderly and in civilised manner. The client will accordingly be held responsible for all damage or inconvenience caused directly or indirectly by the event/the group, either in the hall where the event takes place or at any other location in the Hotel.

2.6.2 Hotel Belvue cannot be held liable for the non-occurrence or only partial occurrence of an event due to “force majeure” or the actions of third parties (strike, fire, robberies, etc.)

2.6.3 Hotel Belvue reserves the right without prior notification or reimbursement for damages, to cancel any contract which violates the usual standards of morality or proper conduct, the public order and/or the normal use of the space made available to the client.

2.6.4 The client undertakes to arrange the necessary insurance cover in connection with his reservation and/or event and present a certificate of insurance prior to the event.

2.6.5 It is the responsibility of the client to ask the hotel to lock the meeting rooms. Hotel Belvue cannot accept any responsibility for meeting materials or any other items left unattended in the Hotel. Furthermore, the Hotel shall not be held responsible for the theft or damage to any personal belongings.



2.6.6 Damages : the Client is responsible for any damage caused to the function premises, other Hotel premises or Hotel material caused by the customers, guests or participants.

2.6.7 Safety : the Client shall attend the evacuation of their participants on the Hotel premises. All toxic and hazardous products as well as flammable materials are prohibited on the Hotel premises. The use of candles is prohibited as well. The Client needs to make sure that all emergency exits of the rented rooms are free of obstacles and this for at least 1.5 m in front of the door and over the whole width of the door.

2.6.8 The company and its agents can not be held liable for any theft of property belonging to the clientele or damage caused to it.

2.6.9 For any event of more than 100 persons and for the purpose of good organization, the Hotel reserves the right to require from the signatory the presence of a professional security service operating throughout the event.

ARTICLE 2.7 – ORGANISATION

2.7.1 No food or beverage shall be supplied by the Client himself without prior approval from the Hotel. Should the client nevertheless bring such drinks into the hotel, the Hotel is entitled to charge the client corkage fees. If approved by the Hotel, an additional cover charge may be applied for the use of F&B items. However, Hotel Belvue cannot be held responsible for the quality of any food or beverage supplied by the Client and brought into the Hotel's premises.

2.7.2 All decorations, technical installations and/or adaptations of halls and/or other public spaces may only be undertaken subject to prior written permission from the Hotel management. It is strictly forbidden to glue, staple or otherwise put posters on walls, floors or ceilings. Repair of damage caused by non-compliance with these rules will be the responsibility of the Customer.

2.7.3 Music and entertainment can be provided by the Hotel. However, the Hotel shall not be held responsible for any artist failing to comply with their contract, i.e., failing to perform, being replaced, or being it any other causes beyond its control. The client shall always have the option of submitting his musical accompaniment to the hotel management.

All fees, copyrights or other rights whatsoever shall be payable directly by the Client. Any stamp, SABAM fees or other expenses related to such a service shall be settled by the Client.

2.7.4 Timing : the Client shall comply with the scheduled timing of the function. He shall compensate the Hotel at a service charge in Euro for any overtime, loss or unforeseen expenses resulting from the non compliance with this clause.

2.7.5 Miscellaneous : every extra facility/demand requested by the Client not mentioned in the contract, will be charged on an additional invoice. At the end of each event the client must ensure that all his equipment (his own property or hired equipment) is removed from the Hotel premises. Where this does not occur, the Hotel will invoice the client with the costs of such removal.

2.7.6 It is forbidden to make itinerant sales in the Hotel, except those that are specifically authorized by law.

2.7.7 For dancing parties, dinners, banquets, etc. after 00:00 in the morning, the hours of service of the staff, not included in the framework of the package, will be invoiced at € 40.00.- per hour and per waiter. In case of noise nuisance preventing the good rest of our customers or neighbors, the Hotel will demand the immediate stop of any music or other manifestation at the origin of these nuisances. The customer must comply immediately with this request without being able to ask for compensation of any order or form whatsoever.

2.7.8 The hotel can not guarantee the absence of a competing company for the duration of the event.



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ARTICLE 2.8 – VAT exemption

For those Clients eligible for VAT exemption, a Purchase Order must be completed and sent to the Hotel prior to the event as specified in the Belgian Code “Exoneration of the VAT, Article 42, §3.3 of the circular code n° 2/1978”.

ARTICLE 2.9 – ADVERTISING

Use of the Hotel logo, the Hotel name, or any other form of publicity or reference to the name “Hotel Belvue” is forbidden without prior permission from the hotel management.

ARTICLE 2.10 – DISPUTE

Any litigation concerning our invoices remains under the full and exclusive competence of the Brussels Court and the Judge for commercial and legal matters of the first district of Brussels. Any dispute should be notified by registered letter not later than 72 hours after the event has taken place.