

TERMS & CONDITIONS

FORMATION OF THE CONTRACT – ENFORCEABILITY

- The Holiday Inn Brussels Airport's offers shall be confirmed in writing. An order shall not be regarded to be final unless it has been accepted by the Holiday Inn Brussels Airport in writing.
- The Holiday Inn Brussels Airport's contracts are made only upon its standard –and specific- terms and conditions. Any conditions contrary thereto shall not be binding unless expressly accepted by the Holiday Inn Brussels Airport in writing.
- These terms and conditions apply to any booking order for Holiday Inn Brussels Airport by the client (rooms and conference/banqueting facilities). The applicability of any general or specific terms and conditions of the client is expressly excluded. By placing the order, the client waives any application of its own general or specific terms and conditions, even if these stipulate that they are exclusive in nature.
- Holiday Inn Brussels airport reserves the right to review the above-mentioned rates at any time during the Contract Term in case of unforeseen economic circumstances, or legal changes in VAT, taxes or service charges.

BOOKING CONDITIONS: ROOM BOOKINGS

- The final rooming list will be submitted to the hotel in writing at least 14 days prior to arrival. Further all rooming list reservations are guaranteed for no-show and late cancellation by the client.
- At all times, the client shall inform the hotel in writing of any changes regarding arrival details, departure dates, guest name changes. No verbal agreement shall be accepted.

BOOKING CONDITIONS: CONFERENCE/BANQUETING FACILITIES

- The Function Room includes the fixed systems in place. Any additional service, the provision of equipment not included in the standard Function Room equipment, or electrical systems in addition to the standard equipment will be subject to a separate price quote and will be invoiced as a supplement. Any equipment supplied by the client or one of their suppliers must be approved by the Holiday Inn Brussels Airport technical services on the basis of the specifications submitted by the Client no more than one month prior to the event.
- We shall provide you with facilities and related space and equipment as specified in the Contract Proposal. We reserve the right to change the booked facilities for the case of any change of the factual circumstances, provided that the hotel informs the client before such reassignment and does not impact the client's original requirements. This includes, but is not limited to a reduction or increase in the number of delegates attending the Event, a technical issue in the facilities or for health and safety reasons.
- Any change to the declared use of the function room will automatically result in a price adjustment.
- Time schedule - The organizer agrees to begin and end the event at the agreed and foreseen timetable. The hotel is entitled to charge any additional hours or expenses to the organizer, who accepts.
- Exact IT requirements (WIFI, VPN access, ...) have to be submitted for approval to the hotel latest 2 months prior the event in writing. Any equipment not included in the standard Function Room required for specific IT installation will be subject to a separate price quote and will be invoiced as a supplement.

Full details of decoration projects, displays or technical installations should be submitted to the hotel in writing for prior approval. The hotel declines all responsibility regarding any material brought into the hotel by the client. At the end of the event, the client undertakes to remove all installations at his own cost so that the premises are left in their original state. Any items left behind that need to be discarded by the hotel staff, involves a “garbage fee” applicable per kg.

- The hotel will be available to receive your conference materials as from two weeks prior to your conference upon prior written notice by the client. We accept a maximum of 1m³ and anything above this might be charged. To ensure a good handover of the boxes or materials, please clearly mention the following details: the name of the event and organizer, the name of the M&E manager of the hotel, the name and address of the hotel, the date of the event, the name of the meeting room and the number of boxes per sending. Packages without these details or sent earlier than the requested date might be refused. For delivery of valuable materials, the delivery date has to be agreed prior to sending. The client is responsible to arrange pick up or sending of materials after the event. The hotel is not responsible for any materials left on site after the event.

Your own or any third party's equipment is kept in our facilities at your sole risk. We shall not be liable for any loss, destruction or damage to such equipment, except in the case of gross negligence or intentional acts. Equipment brought along must comply with the fire protection regulations. We are entitled to demand an official certificate for this.

After your Event you must remove all equipment without undue delay. You are responsible for disposing of any packaging material or waste in compliance with the statutory provisions.

- No food or beverage of any kind shall be supplied by the Client himself without prior approval of the hotel. If approved by the hotel, an additional cover charge may be applied for the use of any such goods.

The hotel shall not be held responsible for any leftover food taken by the guests from the event held on its premises or from the hotel restaurant. While the hotel encourages sustainable practices and suggests guests to take leftovers home, it shall not assume any liability for, amongst others, the condition, quality, spoilage, or any adverse effects caused by, inter alia, the transportation, storage, heating or consumption of the leftover food once it has left the hotel's premises. Guests who choose to take leftovers home do so at their own risk and hereby indemnify and hold the hotel harmless from any claims, damages, liabilities, costs, or expenses arising thereof.

- The Client is bound to be in order with SABAM. Contact number: +32 2 286 82 11. This number needs to be contacted when any kind of music is used in any of the locations of the Holiday Inn Brussels Airport. All related fees are to be paid by the client. The hotel will forward all legal procedure costs to the client if the SABAM is not paid.
- The client shall be informed and it is his responsibility to inform the attendees that it is not permitted to leave personal effects or belongings unattended, neither in the lobby, in the restaurant, in the corridors or the meetings rooms. The hotel cannot accept responsibility for theft or disappearance of personal effects or belongings, occurring under these circumstances in these places and all public areas in general.
- In order to ensure that the event runs smoothly the Client shall inform the Holiday Inn Brussels Airport in writing of the exact number of people attending the event, no later than 5 working days before it begins. In case of increase in numbers, the client is limited to the maximum capacities provided by the hotel.
- The Holiday Inn Brussels Airport does not guarantee the absence of competitors of the client during the event.

CANCELLATION CONDITIONS

1. *For room bookings:*

Cancellations are based on contracted rooms, per night.

- Upon contract signature, 90% of the original contracted rooms, per night, can be cancelled free of charge. All other cancellations will be fully (100%) charged.
- Between 89 and 60 days before arrival: 60% of the original contracted rooms, per night, can be cancelled free of charge. All other cancellations will be fully (100%) charged.
- Between 59 and 30 days before arrival: 40% of the original contracted rooms, per night, can be cancelled free of charge. All other cancellations will be fully (100%) charged.
- Between 29 and 15 days before arrival: 20% of the original contracted rooms, per night, can be cancelled free of charge. All other cancellations will be fully (100%) charged.
- Between 14 and 8 days before arrival: 10% of the original contracted rooms, per night can be cancelled free of charge. All other cancellations will be fully (100%) charged.
- Less than 7 days before arrival: all cancellations will be fully (100%) charged.

The above-mentioned reductions cannot be cumulated with any of the preceding or following reductions applied.

Should additional bedrooms be requested, conditions will automatically be applied based on the latest increased amount confirmed by the client.

Room block based on **individual call in** (only possible for maximum 50 rooms per night, on maximum 4 consecutive days)

- The hotel will provide the client with a booking link for individual reservations at the preferential contracted rate.
- Each individual guest is responsible to reserve and guarantee its own bedroom and will be liable in case of individual cancellation, no show or early departure.
 - **The individual cancellation deadline is 7 days prior to arrival.**
 - Cancellations & no shows within 7 days will be charged in full.
- The unused allotment will be released by the hotel as follows:
 - 50% release on non-reserved rooms 6 weeks prior to arrival date.
 - 100% release on non-reserved rooms 1 month prior to arrival date.
 - Less than 1 month before arrival, no rooms can be booked through the booking link anymore.
- **A cancellation fee will still be charged to the event organizer in case of:**
 - **If 1 month before arrival, more than 50% of the original contracted rooms per night are not picked up or cancelled, a cancellation fee of 60% of the non-booked rooms will be charged.**
 - **Therefore, we urge the importance to only contract a realistic number of rooms.**

2. For Conference and Banqueting:

Cancellations are based on contracted revenue.

- Upon contract signature, 90% of the original contracted revenue can be cancelled free of charge. All other cancellations will be fully (100%) charged.
- Between 89 and 60 days before arrival: 50% of the original contracted revenue can be cancelled free of charge. All other cancellations will be fully (100%) charged.
- Between 59 and 30 days before arrival: 35% of the original contracted revenue can be cancelled free of charge. All other cancellations will be fully (100%) charged.
- Between 29 and 15 days before arrival: 25% of the original contracted revenue can be cancelled free of charge. All other cancellations will be fully (100%) charged.
- Between 14 and 8 days before arrival: 10% of the original contracted revenue can be cancelled free of charge. All other cancellations will be fully (100%) charged.
- Less than 7 days before arrival: 5% of the original contracted revenue can be cancelled free of charge. All other cancellations will be fully (100%) charged.

The above-mentioned reductions cannot be cumulated with any of the preceding or following reductions applied.

Should revenue increase as a result of adjustments made by the client, conditions will automatically be applied based on the increased event value.

***Adjusting/postponing event date upon contract signature, will not result in waiving the above described cancellation fee.**

The accommodation contract and the banquet contract are indissociable. Any change reducing the banqueting revenue contracted by more than 20% will ipso facto entail the invalidation of the agreed bedroom rates and the application of international corporate rates.

GENERAL CONDITIONS

- All invoices shall be paid within 15 business days from the date of invoice.
- As to their admissibility, all queries concerning the invoices have to be made in writing within 10 days from the date of invoice. After that or if not written they will not be admitted and no further amendments will be made.
- If the invoice has not been paid in due time, an interest of 1% per month will be rightfully and automatically due, without prior notice.
- Non-payment of any invoice at maturity shall automatically and without notification cause the full amount outstanding to become due.
- In case of default of the client to pay the overdue invoice, the Holiday Inn Brussels Airport shall increase by 10% the due amount, notwithstanding its right to immediately cancel any reservation without costs nor indemnity and terminate the contract with immediate effect as from the notice, sent by registered mail, of its decision to cancel it, without there being any need to send a formal notification prior to such notice.
- This contract is governed by and is to be construed in accordance with Belgian law. The parties irrevocable agree that the Commercial Court of Brussels shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement.

Signature: _____