

## **HOTEL & EVENTS GENERAL TERMS AND CONDITIONS**

The present conditions are concluded:

BETWEEN :

- SRL MIX HOTEL, whose registered office is located at 1170 Brussels, Boulevard du Souverain 25, box 1 (BCE: 0769.967.687);

Hereinafter referred to as "Mix Hotel".

- SRL MIX EVENT, whose registered office is located at 1170 Brussels, Boulevard du Souverain 25, box 2 (BCE: 0769.967.489);

Hereinafter referred to as "Mix Event".

Hereinafter referred together as "Mix".

AND :

Any natural or legal person who, in a personal capacity and/or as a legal representative, after having consulted and approved Mix's general conditions, has decided to make reservations or purchases.

Hereinafter referred to as the "Client"

### **I. PROVISIONS APPLICABLE TO ALL TYPES OF RESERVATIONS OR PURCHASES AT MIX**

#### **1. Scope of application**

These terms and conditions are applicable to :

- the use of the website (<https://mix.brussels/>);
- reservations made with Mix Hotel;
- event bookings made with Mix Event.

With the exception of special written provisions drawn up by an authorized person, these general terms and conditions apply to all services provided by Mix and to all contracts concluded or to be executed.

These terms and conditions apply insofar as they are not expressly deviated from in an agreement between Mix and a Client.

These general conditions are available and accessible on the Mix website <https://mix.brussels/>. They are thus deemed to have been sufficiently brought to the attention of clients, contractors and third parties.

By browsing the website <https://mix.brussels/> and making purchases or reservations via this website, the Customer fully accepts these General Conditions.

Any deviation from these conditions shall only be valid if accepted in writing by Mix.

## **2. Transfer**

Reservations made by clients with Mix and all Mix products are not assignable or transferable without the prior written consent of Mix.

It may not be used for contests, giveaways, or any commercial purposes without prior written consent from Mix's general management.

Reserved rooms or spaces may not be sublet to third parties.

In the case of hotel reservations made on behalf of third parties, the person making the reservation must disclose the identity of the persons who will actually be staying there.

## **3. GDPR**

Mix complies with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data (General Data Protection Regulation or GDPR) as well as the law of 8 December 1992 on the protection of privacy with regard to the processing of personal data.

Accordingly, Mix undertakes to protect and ensure the confidentiality of all personal information collected via the website or communicated by the client during contacts by e-mail, during bookings, or by any other means.

All information on how your personal data is processed can be found on <https://mix.brussels/privacy-policy/>

## **4. Intellectual rights**

Without prior written authorisation from Mix's general management, the Client is prohibited from making any reference to or using for professional or commercial purposes the signs, acronyms, logos dependent on the names of Mix or the

company, as well as the photos taken on Mix's premises during the execution of the contract.

Any shooting organized for commercial purposes at Mix, whether inside the building or in its outdoor premises, requires prior authorization. Fees may apply.

## **5. Complaints**

The entire Mix team hopes that our services will give you complete satisfaction.

If you have a complaint, you can send an email to [claim@mix.brussels](mailto:claim@mix.brussels)

To be valid, any complaint must be received within 8 days of the invoice being sent or the end of the stay.

## **6. Animals**

Animals are strictly forbidden on the entire Mix site.

## **7. Nullity**

If any provision of these terms and conditions is invalid, illegal or without legal effect, the validity, legality and performance of any other provision hereof shall not be affected thereby. The Parties undertake to replace the invalid, illegal or ineffective provision with a valid, legal and effective provision containing, as far as possible, the rights and obligations contained in the provision to be replaced.

## **8. Additions and changes**

Any addition or modification to these conditions which extends or restricts the rights and obligations of either party shall only be valid if agreed between the parties in writing.

## **9. Applicable law - jurisdiction**

These general conditions are governed by Belgian law.

In the event of a discussion or dispute concerning the application or interpretation of these general conditions, both parties undertake to first seek an amicable solution before initiating any legal proceedings.

The courts of Brussels, French-speaking section, shall have jurisdiction over any disputes relating to these conditions, unless otherwise provided by mandatory legal provisions.

## **II. GENERAL CONDITIONS OF MIX HOTEL**

### **1. Booking Conditions**

#### ***A. Non-refundable rates***

To guarantee the booking, full payment must be made at the time of booking.

Payment can be made using one of the available payment methods. The total amount of the booking will be charged immediately upon booking confirmation.

In the event of cancellation or no-show, the total amount of the booking will remain due. No deferral, refund, or change is possible.

#### ***B. Flexible rates***

To guarantee the booking, a valid credit card must be provided at the time of booking.

Payment must be made at the end of the free cancellation period mentioned in the rate.

##### **B.1 Payment by credit card**

The credit card provided at the time of booking will be charged at the end of the free cancellation period mentioned in the rate.

If the card is declined or the payment fails, Mix Hotel reserves the right to cancel the booking or offer an alternative payment method.

In the event of late cancellation or no-show, the total amount of the booking will be due and charged to the credit card provided. No deferral, refund, or change is possible.

##### **B.2 Payment by another payment method**

Payment can be made using one of the available payment methods: Bancontact, iDeal, bank transfer. In this case, the total amount of the booking will be charged immediately upon booking confirmation but remains cancellable and refundable until the end of the free cancellation period mentioned in the rate.

If payment is not received within the allotted time, Mix Hotel reserves the right to cancel the booking or offer an alternative payment method.

In the event of late cancellation or no-show, the total amount of the booking will remain due. No deferral, refund, or change is possible.

## **2. Hotel Check-in**

### ***A. Presentation at check-in***

At check-in, a valid ID must be presented along with a credit card in the guest's name and in good standing.

If the booking was paid by credit card, this credit card must be presented.

If the name on the ID does not match the name of the credit cardholder used for the booking payment, written authorization must be provided via the authorization form.

### ***B. Deposit and damages***

A security deposit of at least €200.00 is strictly required upon arrival.

This amount will be pre-authorized on the credit or debit card presented at check-in. Without a validated security deposit, access to the room may be denied. The pre-authorization will be released within a maximum of 7 days after departure, subject to a satisfactory inspection of the room.

## **3. Group bookings**

Reservations of 8 or more rooms (for private or business trips) are considered group reservations.

Special rates and conditions apply. Please contact us at [group.hotel@mix.brussels](mailto:group.hotel@mix.brussels) to submit your request.

### ***A. Group Offer***

The offer communicated by Mix Hotel to the Client in the context of a reservation of more than 8 rooms, hereinafter the "Group Offer", has a limited validity period. After the period specified in the Offer, the Offer becomes void.

The group offer is considered accepted by the Client when it is returned signed for approval to Mix Hotel at the email address mentioned in the group offer and the deposit is paid.

Once the group offer is accepted, it binds both parties.

If, during the validity period of the group offer, Mix Hotel receives a room reservation request from a third party and there are no other rooms available on the same date

other than those covered by the unaccepted group offer, Mix Hotel will inform the Client, who will then have 24 hours to sign the offer with priority. After this period, Mix Hotel is free to contract with the interested third party.

## ***B. Billing and Advance Payment***

### ***B.1 Reservation of less than 50 room nights***

Upon signing the offer, a first deposit of 50% of the VAT-inclusive price indicated in the Offer is billed to the client. This deposit must be paid within 4 working days following the email sending of the deposit invoice. In case of non-payment within this period, Mix Hotel may either consider that it is no longer bound by the terms of the Offer or decide to demand the execution of the concluded contract.

One month before the start of the stay, a second deposit of 40% of the VAT-inclusive price mentioned in the Offer is billed and must be paid in full within 4 working days following the email sending of the deposit invoice. Failing this, Mix Hotel reserves the right to cancel the reservation.

Ten days before the start of the stay, the balance of 10% of the VAT-inclusive price mentioned in the Offer is billed and must be paid in full within 4 working days following the email sending of the deposit invoice. Failing this, Mix Hotel reserves the right to cancel the reservation.

Any invoice not paid in whole or in part by its due date will automatically and without notice incur an interest of 1% per month on the unpaid amount. In addition, in the event of non-payment, the unpaid invoice will be increased by 15% with a minimum of €125.00 as a flat-rate compensation.

### ***B.2 Reservation of more than 50 room nights***

Upon signing the offer, a first deposit of 50% of the VAT-inclusive price indicated in the Offer is billed to the client. This deposit must be paid within 4 working days following the email sending of the deposit invoice. In case of non-payment within this period, Mix Hotel may either consider that it is no longer bound by the terms of the Offer or decide to demand the execution of the concluded contract.

Three months before the start of the stay, a second deposit of 20% of the VAT-inclusive price mentioned in the Offer is billed and must be paid in full within 4 working days following the email sending of the deposit invoice. Failing this, Mix Hotel reserves the right to cancel the reservation without the client being able to claim any compensation.

One month before the start of the stay, a third deposit of 20% of the VAT-inclusive price mentioned in the Offer is billed and must be paid in full within 4 working days following the email sending of the deposit invoice. Failing this, Mix Hotel reserves the right to cancel the reservation without the client being able to claim any compensation.

Ten days before the start of the stay, the balance of 10% of the VAT-inclusive price mentioned in the Offer is billed and must be paid in full within 4 working days following the email sending of the deposit invoice. Failing this, Mix Hotel reserves the right to cancel the reservation without the client being able to claim any compensation.

Any invoice not paid in whole or in part by its due date will automatically and without notice incur an interest of 1% per month on the unpaid amount. In addition, in the event of non-payment, the unpaid invoice will be increased by 15% with a minimum of €125.00 as a flat-rate compensation.

### ***C. Cancellation of the Reservation by the Client***

#### *C.1 Group reservation of less than 50 room nights*

Up to one month before the start of the stay, the Client may cancel 50% of the number of room nights reserved without cancellation fees.

Up to ten days before the start of the stay, the Client may cancel 10% of the remaining number of room nights reserved without cancellation fees.

#### *C.2 Group reservation of more than 50 room nights*

Up to three months before the start of the stay, the Client may cancel 50% of the number of room nights reserved without cancellation fees.



Up to six weeks before the start of the stay, the Client may cancel 30% of the remaining number of room nights reserved without cancellation fees.

Up to three weeks before the start of the stay, the Client may cancel 15% of the remaining number of room nights reserved without cancellation fees.

Between the 21st day and the 3rd day preceding the start of the stay, the Client may cancel 5% of the remaining number of room nights reserved without cancellation fees.

#### **4. Responsibility**

Mix Hotel declines all responsibility for damage to cars and bicycles parked in the car park and for theft of objects left in cars or on bicycles. Mix Hotel also declines all responsibility for the theft, loss or disappearance of objects left in the room or at the reception or of goods left in the Mix areas accessible to the public.

The guest is liable to Mix Hotel for damage to persons, hotel property, facilities, equipment and Mix premises.

#### **5. Possible damage**

A minimum deposit of €200.00 is required upon arrival. This amount will be pre-authorized on the credit card presented at check-in and canceled upon departure, subject to a satisfactory room inspection.

In the event of damage during your stay, a lump sum of up to EUR 1000.00 will be charged to the credit card to compensate for the damage caused.

This lump sum does not amount to a waiver by Mix of its right to claim a higher amount for the damage suffered.

#### **6. Force majeure**

In the event of force majeure or an unforeseeable event beyond its control (such as, but not limited to: acts of God, war, governmental authority, terrorism, disaster, strikes, civil unrest, reduction in transport or transport facilities or any other emergency or case of force majeure) Mix Hotel is released from its obligations, without this giving rise to compensation. However, Mix Hotel undertakes to inform the Client by all possible means in order to limit any possible damage.

#### **7. Packages**

The packages are sold as a whole. It is not possible to be reimbursed for unused services. (For example, if the Client does not use the wellness facilities or does not take the breakfast included in the price, etc.).

## **8. Billing**

The billing address and the identity of the recipient of the invoice can be entered at check-in. Otherwise, the invoice will be sent to the person who made the reservation. For any changes to the invoice after check-out, a handling fee of €50.00 will be charged to the guest.

## **9. Interest on arrears**

In the event of late payment of an invoice, interest on arrears of 1% per month shall be due by operation of law and without notice of default until full and final payment of the amount due.

In addition, as soon as the first notice of default is sent, a lump sum equal to 15% of the total amount due, with a minimum of € 125.00, may be claimed.

Any delay in payment of a single invoice or of a single invoice authorises Mix to suspend all its services, whatever their nature.

## **10. Non-smoking hotel**

Mix Hotel is a non-smoking establishment. In the event of non-compliance, a fixed amount of € 150.00 will be charged to the card provided at check in.

## **11. Access to Gym & Wellness**

Access to Gym & Wellness is included in the room rate.

## **12. Tourist tax**

A tourist tax of 4.24 euros is applicable per night.

## **13. Etiquette**

All Clients must respect Mix Hotel's etiquette and behave in accordance with the standards in force within the hotel. Any serious or repeated breach by the Client entitles Mix Hotel to terminate the contract without prior notice.

The Client undertakes not to invite any person whose behaviour, reputation or respectability could in any way damage Mix's property or moral reputation. Mix

reserves the right to intervene if necessary and, in the event of non-compliance, will be entitled to cancel the event without compensation.

It is forbidden to consume one's own drinks or food in the common areas of the Mix.

### **III. GENERAL CONDITIONS OF MIX EVENT**

#### **1. Scope of application**

These general conditions apply to the provision of event spaces by ROYALE WORK SRL, hereinafter "Mix Event", insofar as they are not derogated from by special conditions agreed in writing between Mix Event and the Client, the latter being understood to be the person who requests and signs the offer for the provision of event spaces by Mix Event, hereinafter the "Offer".

They are also applicable to all persons working or intervening for them or for the Client (in particular suppliers, subcontractors, external service providers, etc.). The Client undertakes to communicate these General Conditions to them and to ensure that they are respected.

Consequently, the Client may in no case invoke the application of its own general or special conditions.

The absence of implementation of a clause established in the present general conditions cannot be interpreted as a waiver by Mix Event to take advantage of it.

#### **2. Offers**

Offers communicated by Mix Event to the Client have a limited period of validity. Without written confirmation from the Client at the latest on the last day of the validity period indicated on the Offer, the Offer is considered canceled and null and void.

The Offer is considered to be accepted by the Client when it is returned signed for approval to Mix Event, to the e-mail address mentioned on the Offer and the deposit is paid.

Once accepted, the Offer is binding on both parties.

In the event that, during the validity period of the Offer, Mix Event receives a request from a third party to make available, on the same date, the same event space as that which is the subject of the Offer not yet accepted, Mix Event shall inform the Client, who shall then have a period of 48 hours to sign the Offer as a matter of priority. After this period, Mix Event is free to contract with the interested third party.

### **3. State of the premises - restoration - destination of the premises**

The event spaces made available to the Client are those referred to in the Offer, to the exclusion of any other. The Client acknowledges that he has had the opportunity to visit them and that they and their equipment are in good condition. If the Client considers that this is not the case, it must invite Mix Event to a joint inspection of the premises, which shall be recorded in writing.

The Client is responsible for any damage occurring during the event. The Client undertakes to bear all costs of restoring the spaces made available. The Client also agrees to fully compensate Mix Event in the event that all or part of the equipment is damaged or disappears.

The Client is only authorized to use the event spaces made available to it for the purpose agreed in the Offer, within the set timeframe and, more generally, in accordance with all the terms of the Offer (in particular with regard to the number of participants). If the timetable is not respected, Mix Event will charge the Client a fixed hourly fee of €2,500.00 exclusive of VAT, without prejudice to Mix Event's right to claim higher damages if it demonstrates the extent of the damage.

The occupation is carried out in a responsible manner.

Smoking is strictly prohibited in the areas provided.

The Client who wishes to carry out fitting out work due to the event organized must obtain prior written authorisation from Mix Event. All fitting-out work is carried out at the Client's expense, in compliance with the applicable legal or regulatory measures. All safety equipment and emergency exits must be kept free, accessible and visible at all times.

They may not under any circumstances cause any damage to the spaces made available, nor to the common areas and external surroundings.

During the entire duration of the event, the Client undertakes to remain present in the spaces made available without interruption. He shall refrain from and prohibit any dangerous activity and shall preserve the possibilities of access and circulation in the access corridors and emergency exits.

Unless otherwise agreed, the Client is forbidden to bring any type of decoration into the spaces made available that would distort the spaces. If the

If the Client wishes to put up special signage during the event, he must obtain Mix Event's prior written agreement.

Advertising is absolutely forbidden in all the common areas of the Mix, as well as in the surroundings of the building, car parks, green areas, etc.

At the end of the hire period, the Client undertakes to remove all the items used during the event and to return the areas used to their original state.

The surroundings must also be cleaned and cleared of all materials.

#### **4. Fee-based services provided by specialist partners**

Mix Event has concluded service contracts with various players specializing in the following services:

- Supply of food and drink, catering
- audiovisual technology services
- cleaning services
- waste separation and disposal services
- hostess services
- security guard services

The Client undertakes to respect the agreements concluded between Mix Event and these specialist partners.

For other services usually required for the organization of an event, Mix Event is at the Client's disposal to help him in his research.

#### **5. Audiovisual techniques**

Audiovisual techniques and, in general, everything related to sound and image production are entrusted to AUVICOM. Its intervention is part of the Offer, depending on the setup chosen by the Client.

Should the client have any requests outside of the proposed setups, he/she shall contact AUVICOM, which shall send him/her a separate offer for this purpose. AUVICOM shall issue an invoice for this additional service.

The Client undertakes to adjust the sound system and technology so as not to disturb the other occupants of the building or local residents in general. In any event, the maximum sound level must comply with the applicable legal and administrative regulations.

In the event of failure to do so, Mix Event reserves the right to take all necessary measures during the event (including the reduction of the sound system, the immediate cessation of the event, etc.) and to claim damages from the Client for the damage suffered.

The Client also undertakes to pay any royalties, taxes, etc. due in respect of intellectual property rights for any audio-visual material broadcast during the event.

## **6. Invoicing - Advance payment - Balance invoicing - Variable charges**

The amount due for the use of the space and related services must be paid in accordance with the terms and conditions set out below.

A deposit of 60% of the price inclusive of VAT mentioned in the Offer is invoiced upon receipt of the Offer accepted by the Client. This deposit is payable within 7 working days of the deposit invoice being sent by e-mail. If payment is not made within this period, Mix Event may either consider that it is no longer bound by the terms of the Offer or decide to demand the performance of the contract entered into.

The balance of 40% of the price inclusive of VAT mentioned on the Offer is invoiced one month before the event and must be paid in full at least 10 working days before the date of the event. Failing this, Mix Event reserves the right not to grant access to the reserved event spaces.

If variable costs are included in the Offer, these are invoiced to the Client within 15 days of the event. This invoice is payable within 30 days.

Any invoice that remains unpaid in whole or in part on its due date shall automatically and without notice of default generate interest of 1% per month on the unpaid amount. In addition, in the event of non-payment, the unpaid invoice will be increased by 15% with a minimum of €125.00 as fixed compensation.

## **7. Cancellation of hotel rooms**

### ***A. Cancellation by the Client of room nights reserved in the context of an event***

#### ***1. Group reservation of less than 50 room nights***

Up to one month before the start of the stay, the Client may cancel 50% of the number of room nights reserved without cancellation fees.

Up to ten days before the start of the stay, the Client may cancel 10% of the remaining number of room nights reserved without cancellation fees.

#### ***2. Group reservation of more than 50 room nights***

Up to three months before the start of the stay, the Client may cancel 50% of the number of room nights reserved without cancellation fees.

Up to six weeks before the start of the stay, the Client may cancel 30% of the remaining number of room nights reserved without cancellation fees.

Up to three weeks before the start of the stay, the Client may cancel 15% of the remaining number of room nights reserved without cancellation fees.

Between the 21st day and the 3rd day preceding the start of the stay, the Client may cancel 5% of the remaining number of room nights reserved without cancellation fees.

## **8. Changing the date of the event**

If the Client wishes to change the date of the Event, and provided that the new date is within three months (before or after) of the date chosen under the terms of the initial Offer, he must send his request in writing to Mix Event.

This modification is made without compensation provided that Mix Event has been able to make the event space available to another client on the date initially agreed and within the limits of Mix Event's availability.

Failing this, the Customer shall be liable for a fixed fee equivalent to 30% of the total amount of the Offer including VAT if the requested change is made more than 6 (six) months before the date on which the service is to be made available.

If the decision to modify the offer is made between the 120th day and the 3rd month before the date on which the offer is to be made available, the Client shall be liable to pay a flat-rate compensation of 60% VAT of the amount of the offer. In this case, the Client shall forfeit the deposit to Mix Event as compensation if the deposit has already been paid. If the deposit has not yet been invoiced/paid at the time of cancellation of the event, the Client shall pay the compensation within 10 working days of the request.

If the Client changes the date of the event less than thirty days before the date specified in the Offer, the Client shall be liable to pay compensation equal to 100% inclusive of VAT of the amount of the Offer. If this amount has not already been invoiced/paid in full, the Client shall pay (the balance of) the compensation within 10 working days of being requested to do so.

## **9. Change in the number of participants by the client before the event**

Up to fifteen (15) days before the start date of the booking, the Client may change the number of participants by decreasing the number of participants by a maximum of 5% or by increasing the number of participants by a maximum of 5%. Mix Event reserves the right to accept increases in participants beyond 5% if technically possible.

The Customer shall send his request for modification by email to [events@mix.brussels](mailto:events@mix.brussels).

### **10. Cancellation of the event by the Client**

If the Client cancels the event more than thirty days before the agreed date set out in the Offer, the Client is liable to pay an indemnity corresponding to 60% VAT included of the amount of the Offer. In this case, the Client forfeits the deposit to Mix Event as compensation if the deposit has already been paid. If the deposit has not yet been invoiced/paid at the time of the cancellation of the event, the Client shall pay the compensation within 10 working days of the request made to him.

If the Client cancels the Event less than thirty days before the date specified in the Offer, the Client shall be liable to pay compensation equal to 100% of the amount of the Offer, inclusive of VAT. If this amount has not already been invoiced/paid in full, the Client shall pay (the balance of) the compensation within 10 working days of being requested to do so.

The Client irrevocably and definitively waives the right to contest the lump sum assessment of the compensation thus agreed.

### **11. Cancellation of the event by Mix Event**

Mix Event shall have the right to cancel the event at any time if it is contrary to Mix's values and good morals. In this case, Mix Event will be entitled to retain the sums paid by the Client as compensation.

### **12. Liability and insurance**

The Client is responsible for all damage caused to the spaces made available and to the building. The Client is also responsible for damage caused to third parties by its staff, suppliers, subcontractors or any person brought into the building by the Client. The Client is also responsible for all damage to vehicles, infrastructure and people in the vicinity of the event space or in and around the car park provided.

The Client undertakes to take out the following insurance policies:

- Insurance for damage that may be caused to the buildings, installations and equipment made available to the Client. For all damage, deterioration and



loss, the Client must take out "Event Organisation Liability" insurance with an insured limit of at least €2,000,000 per claim.

- Insurance for damage that may be caused to third parties. It is the Client's responsibility to take out insurance on behalf of himself and his employees to cover their civil liability for any physical or material damage that he may cause to third parties, including participants in their event.
- Insurance for damage to materials and instruments belonging to the Client.

The Client shall provide proof of such insurance upon request by Mix Event.

Failing this, Mix Event is entitled to refuse to hold the event without having to compensate the Client in any way or take out insurance on behalf of the Organiser, who is responsible for reimbursing the Organiser for any premiums incurred.

Mix Event has taken out an insurance policy covering its own civil liability, for any physical or material damage that may be caused by its employees to third parties. The Client waives any recourse against Mix Event for any risks that are not covered by Mix Event's objective liability insurance.

Under no circumstances is Mix Event responsible for the surveillance, damage, theft or loss of the equipment and/or instruments hired by the Client, belonging to him or to any person in the premises made available, including the car park.

### **13. Social legislation**

The Client is solely responsible, to Mix Event's full discharge, for compliance with all the provisions of the social legislation that applies to its staff, suppliers or subcontractors. Mix Event shall in no way be liable for any work-related accident suffered by the Client's staff or its subcontractors and suppliers.

Mix Event reserves the right to claim compensation from the Client to cover the damage resulting from the failure to comply with social legislation and the damage to the image of Mix Event and its sister companies.

### **14. Administrative authorisations**

Where applicable, the Client guarantees that it is in possession of the administrative authorisations required to hold its event.

### **15. Right of access**

Mix Event reserves the right to enter the areas made available to the Client during the event to verify the correct application of these conditions.

On the occasion of its visit, it reserves the right to take photographs of the event and reserves the right, unless expressly requested in writing by the Client no later than the day before the event, to reproduce, communicate, transfer or exploit these photographs in any way whatsoever.

## **16. Force Majeure**

Mix Event shall be released from its obligations towards the Client and shall not be liable for any compensation in the event that the event cannot occur due to force majeure such as fire, natural disaster, storm, explosion, earthquake, act or regulation of public authority or court decision, strike, lock-out, terrorist attacks or consequences of attacks, disease (epidemic, pandemic such as Coronavirus), lock-down, or any other form of social unrest; in case of lack of electricity or other essential services, failure of technical means or any other or similar cause beyond the reasonable control of Mix Event.

In the event of cancellation of the event due to temporary force majeure, the parties are entitled to request a one-off postponement of the event (subject to revision of the contract, if necessary, including its financial terms) which must take place within one year of the date of the occurrence of the force majeure. All sums already paid or due on the date of the occurrence of the force majeure will be retained by Mix Event.

In the event of cancellation of the Contract due to force majeure, Mix Event will refund all sums paid by the Client, less all costs already incurred by Mix Event.

## **17. Transfer**

The rights and obligations binding the Parties under these terms and conditions may not be transferred, except with the express agreement of the other Party. Sub-letting is not permitted.

The agreement shall not automatically terminate in the event of the dissolution of a Party as a result of a merger, a merger-like transaction or any other restructuring transaction referred to in the Companies and Associations Code and may be validly transferred on such occasion.

## **18. Miscellaneous provisions**

The General Conditions and the signature of the Offer constitute the entire agreement between the Parties and supersede any previous document, letter of intent, agreement, contract or proposal for a contract, written or oral exchange, between the Parties.

The nullity of one or more clauses or part of clauses included in the General Conditions does not affect the validity of the General Conditions as a whole. If

necessary, the Parties shall endeavor to replace the invalid clause or part of a clause with a clause of an equivalent nature.