

GENERAL TERMS AND CONDITIONS

The present conditions are concluded:

BETWEEN :

SRL MIX F&B, whose registered office is located at 1170 Brussels, Avenue Charle-Albert 6, box 1 (BCE: 0760.433.280);

Hereinafter referred to as "Mix" or "Mix F&B".

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

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 F&B

1. Scope of application

These general terms and conditions apply to the provision of spaces and catering services for the organisation of events by MIX F&B BV, hereinafter “Mix F&B”.

They apply insofar as they are not overridden by special conditions agreed in writing between Mix F&B and the Client, the latter being the person who requests and signs the offer for the organisation of an event by Mix F&B, hereinafter the “Offer”.

They also apply to all persons working for or on behalf of the Client (including suppliers, subcontractors, external service providers, etc.). The Client undertakes to communicate these General Terms and Conditions to them and to ensure their compliance.

Consequently, the Client may not under any circumstances invoke the application of its own general or special conditions.

Failure to apply a clause contained in these general terms and conditions shall not be interpreted as a waiver by Mix F&B to invoke it.

2. Offers

Offers communicated by Mix F&B to the Client have a limited validity period as stated on the Offer. Without written confirmation from the Client by the last day of the validity period stated on the Offer, the Offer shall be deemed cancelled and void.

The Offer is deemed accepted by the Client when it is returned signed for approval to Mix F&B at the email address stated on the Offer and the deposit has been paid.

Once the Offer is accepted, it is binding on both parties.

If, during the validity period of the Offer, Mix F&B receives a request from a third party for the same event space on the same date covered by the unaccepted Offer, Mix F&B shall notify the Client, who shall then have 48 hours to sign the Offer with priority. After this period, Mix F&B is free to contract with the interested third party.

3. Available spaces – Condition reports – Restoration – Intended use

Mix F&B can make three different spaces available to the Client: the Roméo, the Joule and/or the Timber.

These spaces may be fully or partially privatised on request and under certain conditions.

Access to these spaces is included in the Offer; the Client is therefore prohibited from charging participants for access on Mix premises.

The event spaces made available to the Client are those specified in the Offer, to the exclusion of any others.

In case of inclement weather, Mix F&B reserves the right to change the event location within the Mix facilities, at no extra cost to the Client.

The Client acknowledges having had the opportunity to visit the event spaces and that they and their equipment are in good condition. If the Client believes this is not the case, they must request a joint condition report to be recorded in writing.

Any request to change the layout of the furniture in the spaces must be made at the time of signing the Offer.

The spaces must be used responsibly and in good order.

The Client is responsible for any damage occurring during the event and agrees to bear all restoration costs. They also agree to fully indemnify Mix F&B in the event that any equipment is damaged or missing.

The Client is only permitted to use the spaces for the agreed purpose, within the agreed schedule, and in accordance with all terms of the Offer (including the number of participants). Failure to respect the schedule will result in a flat-rate hourly penalty of €2,500 excluding VAT, without prejudice to Mix F&B's right to claim higher damages if proven.

The Client must vacate terraces at closing time and by 23:00 at the latest.

Smoking is strictly prohibited in the provided spaces.

Any group wishing to install decorations, beach flags, roll-ups, or wishing to give a speech and/or projection must privatise the space.

Any set-up work by the Client for the event requires prior written authorisation from Mix F&B. Such work is at the Client's expense and must comply with applicable laws and regulations. Emergency and safety equipment, as well as exits, must remain unobstructed and visible at all times.

During the entire event, the Client must remain present in the provided spaces without interruption, avoid dangerous activities, and keep corridors and emergency exits accessible.

Advertising is strictly prohibited in all common areas of Mix, as well as around the building, car parks, and green spaces.

At the end of the rental period, the Client must remove all items used during the event and return the space to its original condition. Surrounding areas must also be cleared and cleaned.

4. Team Building

Mix F&B also organises team-building events.

The type of activities offered during these events is limited and adapted to the number of participants.

Throughout the event, the Client must comply with the following rules:

- Respect for schedules and access: the Client must respect the schedules set by Mix F&B and the access to which they are entitled. Any overrun will be charged to the Client.
- Theft, loss, damage and injury:
 - Participating in Mix activities or using its facilities involves inherent risks. The Client acknowledges and accepts full responsibility for these risks and waives any claim against Mix in the event of injury or accident.
 - In case of injury, Mix is authorised to request medical assistance on behalf of the Client, with all associated costs to be borne by the Client. Mix is not responsible for personal items lost, stolen, or damaged on its premises. Lost property will be kept at reception for 2 weeks.
- Dress code and conduct:
 - Smoking is strictly prohibited in all areas of Mix (including outdoor areas).
 - Sportswear appropriate to the team-building activity must be worn, whether it takes place in the members-only gym or in another space.
 - The Client must always use a towel on machines and clean machines after use.
 - Towels are mandatory in the sauna, salt room, and relaxation areas.
 - Shoes are prohibited in the Wellness area.
- Internal Rules

When the activity takes place in the members-only gym, the Client undertakes to comply with the following rules:

- Lockers are available only for the duration of the session, with a limit of 5 hours.
- Taking photos or videos of other people is prohibited.
- Towels and equipment may not leave the premises under penalty of prosecution.

- At all times, respect for others and the tranquillity of the venue must be maintained.

5. Brunch & Workout

Mix F&B offers a “Brunch & Workout” package on Sundays.

The brunch and [Gym & Wellness](#) facilities are accessible during opening hours and in accordance with applicable commercial terms.

Access to the Gym & Wellness is reserved for persons over 18 years of age.

6. Paid Services Entrusted to Specialised Partners

Mix F&B has entered into service agreements with various partners specialising in the following:

- audiovisual technical services
- cleaning services
- sorting and waste removal services
- hostess services
- security guard services

The Client undertakes to comply with the agreements concluded between Mix F&B and these specialised partners.

For other services normally required for organising an event, Mix F&B is available to assist the Client in their search.

Any external service provider that the Client wishes to engage for the event must be approved in advance by Mix F&B.

7. Respect for the Venue

Mix is a public space with a hotel. The Client must respect other hotel guests and maintain the tranquillity of the venue from 22:00 onwards.

8. Invoicing – Deposit – Balance Payment – Variable Charges

The amount due for the provision of spaces and related catering services must be paid according to the terms below:

Upon signing the Offer, the Client shall pay a deposit of 50% of the VAT-inclusive price stated in the Offer within 7 working days to the Mix F&B account mentioned in the Offer.

If payment is not made within this period, Mix F&B may either consider itself no longer bound by the terms of the Offer or require performance of the contract.

If payment is not made, Mix F&B also reserves the right to deny access to the reserved event spaces.

At the end of the event, the invoice for all services relating to the event will be sent to the Client, showing the deposit already paid. This invoice is payable within 15 days.

Any invoice remaining unpaid in whole or in part on its due date will automatically, and without formal notice, accrue interest at 1% per month on the unpaid amount. In addition, in the absence of payment, the unpaid invoice will be increased by 15%, with a minimum of €125, as a flat-rate indemnity.

If an amount is owed to the Client, Mix F&B will reimburse it to the bank account previously provided by the Client.

9. Cancellation of the Event by the Client

Any cancellation request must be sent by email to food@mix.brussels.

If the event is cancelled by the Client more than three months before the agreed date set in the Offer, the event is cancelled free of charge and Mix F&B will refund the deposit already paid by the Client.

If the event is cancelled by the Client between the third month and the month preceding the agreed date set in the Offer, the Client owes a fee equal to 50% incl. VAT of the Offer amount. In this case, the Client forfeits the deposit to Mix F&B as compensation if it has already been paid. If the deposit has not yet been paid at the time of cancellation, the Client shall pay the fee within 10 working days of the request.

If the event is cancelled by the Client less than thirty days before the agreed date set in the Offer, the Client owes a fee equal to 100% incl. VAT of the Offer amount. If this amount has not already been paid in full, the Client shall pay (the balance of) the fee within 10 working days of the request.

The Client irrevocably waives any right to contest the agreed lump-sum indemnity.

If incidents occur during the event (including, but not limited to: noise nuisance, guest complaints, fines for night-time noise, early closure resulting in loss of revenue, or exceptional logistical costs) and cause additional costs for Mix F&B, such costs will be fully charged to the Client.

10. Cancellation of the Event by Mix F&B

Mix F&B has the right to cancel the event at any time if it is contrary to Mix's values or to good morals. In this case, Mix F&B is entitled to retain sums paid by the Client as compensation.

11. Changes in the Number of Participants

Any request to change the number of participants must be sent by email to food@mix.brussels.

Reduction in the number of participants

Up to the month preceding the start of the event, the Client may modify the number of participants in the signed Offer free of charge.

Between the month preceding the start of the event and 10 days before the start, the Client may cancel up to 10% of the number of participants in the signed Offer without cancellation fees. Any cancellation of more than 10% will be charged to the Client.

Any modification less than 10 days before the start is subject to charges.

In case of a reduction in the number of participants, Mix F&B reserves the right to change the initial venue without any compensation to the Client.

Any request to change furniture layout must be made at the time of signing the Offer.

In the event of a change in the number of participants, Mix F&B reserves the right to freely reorganize the furniture layout, taking into account technical, aesthetic, and operational constraints. This new arrangement shall not give rise to any claims from the client.

Increase in the number of participants

Mix F&B reserves the right to accept or refuse requests to increase participants depending on technical, logistical, and capacity constraints.

The Client is informed that any increase in the number of participants may result in additional costs related to the organization of the event. In the event of an increase in the number of participants compared to the number initially specified in the Offer,

Mix F&B reserves the right, for logistical reasons, to change the originally planned venue for the event, which may incur additional charges.

Any request to modify the furniture layout must be made at the time of signing the Offer.

In the event of a variation in the number of participants, Mix F&B reserves the right to freely reorganize the furniture arrangement, taking into account technical, aesthetic, and operational constraints. This new arrangement shall not give rise to any claims from the client.

Any increase in the number of participants not communicated in advance will be recorded and invoiced at the end of the event.

Furthermore, the Client shall not be entitled to make any claims regarding any possible impact on the quality or smoothness of the service if this increase in the number of participants has not been notified and accepted in advance by Mix F&B.

12. Change of Event Date

If the Client wishes to change the date, and the new date is within three months (before or after) of the original date in the Offer, the request must be made in writing to Mix F&B.

The change is free if Mix F&B can reassign the original date to another similar event and subject to availability.

Otherwise, the Client owes 30% incl. VAT of the total Offer if the change is made more than six months before the start date.

If the decision to modify is made between the 120th day and the 3rd month prior to the start date of the provision, the Client shall owe a flat-rate indemnity of 60% VAT included of the Offer amount. In this case, if the deposit has already been paid, the Client forfeits the deposit to Mix F&B as compensation. If the deposit has not yet been invoiced/paid at the time of event cancellation, the Client shall pay the indemnity within 10 business days of the request.

In the event of a date change requested by the Client less than thirty days before the date specified in the Offer, the Client shall owe an indemnity equal to 100% VAT included of the Offer amount. If this full amount has not yet been invoiced/paid, the Client shall pay (the balance of) the indemnity within 10 business days of the request.

13. Liability and Insurance

The Client is responsible for all damage to the provided spaces and the building, as well as for damage to third parties caused by their staff, suppliers, subcontractors, or any person introduced by the Client.

The Client is also responsible for damage to vehicles, infrastructure, and persons in and around the event space or parking.

Proof of insurance must be provided on request.

If not provided, Mix F&B may refuse the event without compensation or take out insurance at the Organiser's expense.

Mix F&B has liability insurance for bodily or material damage caused by its staff to third parties. The Client waives any recourse against Mix F&B for risks not covered by this insurance.

Mix F&B is not responsible for supervision, damage, theft, or loss of equipment belonging to or rented by the Client or third parties, including parking areas.

14. Administrative Authorisations

If applicable, the Client guarantees that they possess all necessary administrative authorisations for their event.

15. Right of Access

Mix F&B reserves the right to enter the provided spaces during the event to verify compliance with these conditions.

During such visits, Mix F&B may take photos of the event and, unless expressly requested in writing by the Client no later than the day before the event, may reproduce, distribute, transfer, or use these photos in any way.

Any use of Mix F&B's or Mix's image, logo, name, or other visual or distinctive element for external, commercial, or promotional purposes (including social media, communications, or public publications) requires prior written authorisation.

Any publication referring to an event at or by Mix F&B (including social media posts) requires prior written approval and must clearly mention the name Mix F&B.

16. Force Majeure

Mix F&B is released from its obligations towards the Client and cannot be held liable if the event cannot take place due to force majeure, such as fire, natural disaster, storm, explosion, earthquake, act or regulation of public authority, court decision, strike, lockout, terrorist acts or their consequences, illness (epidemic, pandemic such as Coronavirus), lockdown, or any other form of social unrest; in the event of power outage or other essential service failure, technical failure, or any other cause beyond the reasonable control of Mix F&B.

If cancelled due to temporary force majeure, the parties may request a one-time postponement (possibly with contractual and financial adjustments) within one year of the force majeure event. All amounts already paid or due remain with Mix F&B.

If cancelled due to definitive force majeure, Mix F&B will refund all amounts paid by the Client, minus all costs already incurred.

17. Transfer

The rights and obligations of the Parties under these conditions may not be assigned without the express agreement of the other Party. Subletting is prohibited.

The agreement will not automatically terminate in the event of dissolution following a merger, equivalent operation, or other restructuring under the Companies and Associations Code, and may be transferred in such cases.

18. Miscellaneous Provisions

These General Terms and Conditions and the signed Offer constitute the entire agreement between the Parties and supersede any prior document, letter of intent, agreement, contract, or proposal, whether written or oral, between the Parties.

The invalidity of one or more clauses or parts thereof shall not affect the validity of the General Terms and Conditions as a whole. The Parties shall replace any invalid clause with one of equivalent nature.