

## GENERAL TERMS AND CONDITIONS

The present conditions are concluded:

BETWEEN :

- 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"

- 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 F&B, whose registered office is located at 1170 Brussels, Charle-Albert avenue 6, (BCE: 0760.433.280) ;

Hereinafter referred to as "Mix F&B"

Hereinafter referred to 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 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 – Deposit – Balance Invoicing – Variable Fees**

The full amount (100%) including tax of the event stated in the signed Offer must be paid before the event, according to the terms outlined below.

An initial deposit of 60% including tax of the price stated in the Offer is invoiced upon receipt of the Offer accepted by the Client. This deposit is payable within 10 days of the invoice date. If payment is not made within this period, Mix Event may either consider itself no longer bound by the terms of the Offer or decide to demand performance of the contract.

A second invoice for 40% including tax of the price stated in the Offer is issued one month before the event and must be paid in full at least 10 business days before the event date. Failure to pay may result in Mix Event refusing access to the reserved event spaces.

After the event, an invoice for the balance of services related to the event is sent to the Client. This invoice is payable within 10 days.

Any invoice unpaid in whole or in part by its due date shall automatically incur interest of 1% per month on the unpaid amount without the need for formal notice. Additionally, in case of non-payment, the unpaid invoice will be increased by 15%, with a minimum of €125 as a flat-rate compensation.

If any amount remains owed to the Client, Mix Event will refund this amount to the bank account previously provided by the Client.

## **7. Room Cancellations**

### **a) Cancellation by the Client of rooms reserved as part of a residential event**

#### *a.1 Group reservation of 50 nights or fewer*

Up to one month before the event start date, the Client may cancel 50% of the nights reserved in the Offer without cancellation fees.

Up to ten days before the event start date, the Client may cancel 10% of the nights reserved in the Offer without cancellation fees.

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

Up to three months before the event start date, the Client may cancel 50% of the nights reserved in the Offer without cancellation fees.

Up to one month before the event start date, the Client may cancel 30% of the nights reserved in the Offer without cancellation fees.

Up to 10 days before the event start date, the Client may cancel 10% of the nights reserved in the Offer without cancellation fees.

## **8. Increase in the Number of Reserved Nights**

Before the reservation start date and subject to availability, the Client may increase the number of reserved nights.

Any increase must be subject to prior written agreement and may result in a revision of the rate applied for the additional nights.

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

Any request to modify the number of participants must be sent by email to [events@mix.brussels](mailto:events@mix.brussels).

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.

## **10. Modification of the Number of Participants by the Client Before the Event**

### **A. Reduction in the Number of Participants for a Non-Residential Event**

Up to three months before the event start date, the Client may modify the number of participants stated in the signed Offer without any fee.

Up to one month before the event start date, the Client may modify up to 50% of the number of participants stated in the signed Offer without any fee.

Between one month and 10 days before the event start date, the Client may cancel up to 10% of the number of participants stated in the signed Offer without cancellation fees. Any cancellation exceeding 10% of participants will be chargeable and invoiced to the Client.

Any modification to the number of participants less than 10 days before the event start date is chargeable.

### **B. Reduction in the Number of Participants for a Residential Event**

#### ***B.1 Reduction for Residential Events of 50 Nights or Fewer***

Up to one month before the event start date, the Client may cancel up to 50% of the number of participants stated in the signed Offer without cancellation fees. Any cancellation exceeding 50% will be chargeable.

Between one month and 10 days before the event start date, the Client may cancel up to 10% of the number of participants stated in the signed Offer without cancellation fees. Any cancellation exceeding 10% will be chargeable and invoiced.

Any modification less than 10 days before the event start date is chargeable and invoiced to the Client.

#### ***B.2 Reduction for Residential Events of more than 50 Nights***

Up to three months before the event start date, the Client may cancel up to 50% of the number of participants stated in the signed Offer without cancellation fees. Any cancellation exceeding 50% will be chargeable.

Between three months and one month before the event start date, the Client may cancel up to 30% of the number of participants stated in the signed Offer without cancellation fees. Any cancellation exceeding 30% will be chargeable.

Between one month and 10 days before the event start date, the Client may cancel up to 10% of the number of participants stated in the signed Offer without cancellation fees. Any cancellation exceeding 10% will be chargeable.

Any modification less than 10 days before the event start date is chargeable.

### **C. Consequences of Changes in the Number of Participants on the Event Venue**

In case of a reduction in the number of participants compared to the number initially stated in the Offer, Mix Event reserves the right to change the originally planned venue for the event without this giving rise to any compensation for the Client.

The Client is informed that any increase in the number of participants may lead to increased costs related to the organization of the event. In this regard, Mix Event reserves the right to change the originally planned venue, which may incur additional charges.

### **11. Event Cancellation by the Client**

Any cancellation request must be sent by email to [events@mix.brussels](mailto:events@mix.brussels).

If the event is canceled by the Client more than thirty days before the agreed date specified in the Offer, the Client owes a compensation equal to 60% VAT included of the Offer amount. In this case, if the deposit has already been paid, the Client forfeits the deposit to Mix Event as compensation. If the deposit has not yet been invoiced/paid at the time of cancellation, the Client must pay the indemnity within 10 days of the invoice date.

If the event is canceled by the Client less than thirty days before the date specified in the Offer, the Client owes compensation equal to 100% VAT included of the Offer amount. If this full amount has not yet been invoiced/paid, the Client must pay the (remaining) indemnity within 10 days of the invoice date.

The Client irrevocably and definitively waives the right to dispute the flat-rate compensation as agreed.

### **12. 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.

### **13. 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.

#### **14. 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.

#### **15. Administrative authorisations**

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

## **16. 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.

## **17. 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.

## **18. 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.

## **19. 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.

### **III. 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 identity document must be presented, as well as a credit card in the guest's name and valid.

If the reservation has been paid with a credit card, that same credit card must be presented.

If the name on the identity document does not match the name of the holder of the credit card used for the reservation payment:

- the guest is required to present another valid credit or debit card in his/her own name;
- the reservation amount will be refunded to the card originally used for the booking;
- the reservation amount will be charged to the new card presented by the guest and the transaction will be validated with a PIN code.

In the case of a reservation made by a company on behalf of a third party, a secure payment link will be sent in advance by email to the company for settlement. The guest must still present a valid credit card in his/her own name for the deposit and for the payment of any incidental charges.

### ***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 1 month 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.booking@mix.brussels](mailto:group.booking@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.

#### **A. 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.

## **B. 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. Increase of the Number of room nights reserved**

Before the start date of the reservation and subject to availability, the Client may increase the number of reserved nights.

Any increase must be approved in writing in advance and may result in a revision of the rate applied to the additional nights.

#### **5. 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.

#### **6. 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.

## **7. 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.

## **8. 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.).

## **9. 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.

## **10. 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.

## **11. Non-smoking hotel**

Mix Hotel is a non-smoking establishment. In case of non-compliance, a flat fee of €200.00 will be charged to the card provided at check-in.

It is strictly prohibited to bring, possess or use nitrous oxide canisters (N<sub>2</sub>O), or any device associated with their consumption, on the premises.

Any breach of this prohibition may result in immediate expulsion, without reimbursement of the reservation, as well as charges for any damage caused.

The establishment reserves the right to report any observed use to the relevant authorities.

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

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

## **13. Tourist tax**

A tourist tax of 4.24 euros is applicable per night.

## **14. 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.

# **IV. 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](mailto: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](mailto: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.