

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" or "Mix Hotel".

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 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 Potential Damages*

A minimum security deposit of €200.00 is required upon arrival.

This amount is pre-authorized on the credit card presented at check-in. Absent a validated security deposit, access to the room may be refused.

The pre-authorization will be released upon departure, subject to a satisfactory room inspection.

If damage is identified during the stay, a flat amount of up to €1,000.00 will be charged to cover repair costs, without prejudice to Mix's right to claim a higher amount corresponding to the actual damage incurred. The guest expressly authorizes the establishment to charge this flat amount to their card, including beyond the amount initially pre-authorized, where the extent of the damage justifies it.

It is important to distinguish between the release of the pre-authorization (carried out by the establishment) and the actual availability of funds on the guest's account or card. Once the release has been carried out by the establishment, the time required for funds to become available again depends exclusively on the guest's bank or card

issuer. This timeframe is therefore no longer the hotel's responsibility. It is generally very short but may vary between banks and take up to 28 days in rare cases.

As this is not a debit, no refund or positive transaction will necessarily appear on the guest's account. The establishment cannot expedite bank processing times once the pre-authorization has been released.

If the guest does not have a valid credit card, the deposit may be requested in cash or via a debit card. In that case, the terms for reimbursement of the full amount may differ and will depend on the payment method used.

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 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. 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. 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 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 (N₂O), 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.

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.