

GENERAL SALES TERMS

L.T. Hospitality (voco™ Brussels City North, Fuga)

Article 1 – Definitions

1.1 Activity

Any activity taking place or being organized at Living Tomorrow Hospitality falls under the category of 'activity'. Any derivation of an overnight stay, breakfast, lunch, diner, tour, meeting, staff party, reception, fair, product launch, congress, will be considered an activity to which the following general sales terms shall be applicable.

The present terms shall constitute an integral part of the hotel contract. They can only be deviated from in writing.

1.2 The supplier

The supplier is the entity of L.T. Hospitality which provides services under one of its commercial names (voco™ Brussels City North, Fuga) within the scope of the activity that is reserved by the contracting party.

1.3 The Contracting parties

A person staying the night in a hotel is not necessarily a contracting party: a hotel contract or any other form of contract that is linked to an 'activity' may be concluded by a third party on his behalf.

In application of the present general sales terms the term "contractor" will be taken to mean the natural or legal person who concludes a contract for a hotel reservation and/or is the one liable to make payment therefor.

The term "contracting party" is understood to mean the natural person(s) who intend to spend the night at a hotel.

The services will be provided at the supplier's place of business, except if agreed otherwise in writing.

Article 2 – Conclusion of the contract

The contract between the supplier and the contracting party shall be concluded after confirmation by the contracting party of an 'activity' at the supplier's. The above confirmation may be realized by signing a quotation, or in writing by ordinary mail or e-mail.

There is no prescribed form of contract. The contract is concluded as from the explicit acceptance of the quotation/contract by the contracting party.

In case of a written contract the supplier is to mention the contracting party's dates of arrival and departure, as well as the agreed price, the description of the requested services and any advance payment, if applicable.

2.1 Organisational aspects

2.1.1 Hotel nights

If a specific number of hotel nights are booked by the contracting party the start date and end date are to be mentioned in the hotel contract. The contract is then terminated on the day mentioned in the hotel contract, not later than (11 am). If the contracting party on the agreed date of departure, has not left the room by (11 am) at the latest, an extra night will be charged.

If not a specific number of nights are booked, the hotel contract shall be understood to have been concluded for several consecutive days. In that case a cancellation, ending the following day at 11 am at the latest, has to be notified by one of the parties so as for the contract to be terminated. A cancellation from the part of the supplier to the contracting party shall be considered addressed to the contractor and shall be notified in accordance with the above provisions. The cancellation shall be confirmed in writing to the contractor.

The contract shall be considered as terminated on the day the contracting party leaves the room before (11 am).

Upon his arrival at the hotel the contracting party shall be required to present his identity card or passport in order to allow for the completion of the registration form which the contracting party is to sign.

2.1.2 Other 'activities'

The following data are to be communicated in writing by the contracting party to the supplier not later than Wednesday of the week preceding the start of the activity, by means of the specific documents to that effect, enclosed with every quotation.

- Number of participants
- Timing / schedule
- Room setup
- Catering
- Billing information

Non-compliance with this obligation may compromise the proper execution of the activity. When the data are not communicated in due time by the contracting party, the supplier shall do everything it can to organize the activity, but the supplier cannot be held responsible for any missing parts or faulty execution of the services that were agreed with respect to the activity.

2.2 Hotel nights booked on the phone

A booking on the phone that is accepted by the supplier shall only be valid up to 6 pm.

In case of delay the contracting party is to notify the supplier thereof and is to communicate his exact time of arrival.

2.3 Extra costs

2.3.1 Hotel nights

- Without prejudice to any other contract provisions the room is to be cleared by the contracting party checking out by 11 am at the latest. If the room has not been cleared by 11 am the hotel reserves the right to charge a supplement of 100% of the room rate.
- If a contracting party with a guaranteed booking does not show and has not notified the hotel thereof prior to 2 pm, the hotel shall be entitled to charge a compensation equal to the price of the first night booked.

2.3.2 Other activities

The duration specified in the contract is to be strictly observed. When this duration is exceeded a supplement of € 250 excluding VAT shall be charged per started hour.

Half a day:

- 08:00h – 12:30h

- 13:00h – 17:30h

Full day:

- 08:00h – 17:30h

2.4 Catering

The supplier exclusively works with its own catering services. This implies that the contracting party is not allowed to use his own catering services. Complementary catering services may be allowed after consultation with the supplier's services and only after the supplier's authorization in writing, taking into account an extra cost that the supplier shall charge in addition to the catering tariff.

If specific dietary requirements or allergies are to be considered, these are to be communicated to the supplier at least 5 working days prior to the start of the activity. In case of special allergen requirements and/or if the adjustment of the dishes involves an extra cost, this will be charged to the contracting party.

2.5 Validity of the quotation

Any order placed by the Contracting Party shall be binding for the Contracting Party, but shall be binding for the supplier only after order confirmation in writing by both the contracting party and the supplier.

No contract shall be cancelled prior to full execution thereof except if otherwise agreed by both parties.

The supplier is entitled to determine (establish) the terms of notice and compensations in case of breach of contract that will be fixed between the parties upon conclusion of the contract.

Article 3 – Execution of the contract

3.1 Best efforts obligation

The supplier undertakes to make every effort to execute any contract with the contracting party to the best of its abilities. In no case whatsoever the contract may be considered as a result commitment from the part of the supplier.

The supplier is free to adapt the room to the number of participants and the desired setup without affecting the activity. That is in order to guarantee flexibility according to the number of participants.

If the number of participants is significantly higher than mentioned in the signed contract up to exceeding the maximum room capacity, the supplier shall use its best endeavours to find a solution on the spot. If this turns out to be impossible, the supplier cannot be held responsible and the contracted terms shall remain applicable, even in case of cancellation by the contracting party.

3.2 Unforeseen circumstances

The supplier shall not be liable for the faulty performance or non-performance of its commitments as a result of force of majeure in the broadest sense of the word, nor as a result of the faulty performance of any subcontractors, as the case may be. On a non-exhaustive basis can be mentioned: strikes, government measures, sickness or accident of personnel or subcontractors, whether or not forced shutdown due to a health crisis (Corona), ...

3.3 Complaints

Complaints regarding the provided services shall not be accepted when not received in writing by the

supplier within seven days of completion of the service concerned.

Where possible the contracting party shall be required to report the complaint during his stay (= prior to departure), so as to offer the supplier the opportunity to immediately solve the problem. Complaints regarding the provided services shall not be accepted when not received in writing by the supplier within 7 days of departure of the contracting party.

3.4 Damage – warranty clause

In no case whatsoever the purpose of the activity, as agreed with the supplier, may be changed unilaterally by the contracting party.

Supplier's responsibility and custody of property by the hotel

The supplier shall not be responsible for damage arising from an event beyond his control, in spite of taking the requisite preventive measures, considering the circumstances and the consequences (force majeure).

Neither shall the supplier be responsible for damage arising from the contracting party's fault, even if only partially.

The Civil Code (Act of 4 July 1972, Belgian Official Gazette of 19 August 1972) governs the custody of property by the hotel, the respective articles of which are reproduced below:

Article 1952: The supplier, as a custodian, is responsible for damage, destruction or theft of items that are brought along by a contracting party staying at the hotel.

The custody of these items must be considered as custody of necessity.

Items brought into the hotel shall be defined as follows:

- a) Those which are located in the hotel during the time that the contracting party has lodging there.
- b) Those which the supplier or a person providing services for him outside the hotel takes under his supervision during the time that the contracting party has lodging there.
- c) Those which the supplier or a person providing services for him inside or outside the hotel takes under his supervision during a reasonable period before or after the time that the contracting party has lodging there.

The liability referred to in this Article is limited to 100 times the lodging expenses a day of the accommodation per case.

As the case may be, the King may determine the data for fixing the above price.

The Royal Decree of 24 June 1973 (Belgian Official Gazette of 14 August 1973) stipulates that the daily price for room rental (as referred to in Article 1952, subparagraph 3) comprises the amount of the overnight rate, as published by the supplier, plus a percentage (which may be specified, if any) for the offered services.

Article 1953: The supplier's liability shall be unlimited:

- a) When the items have been given in custody into the hands of the supplier or persons providing his services for him.
- b) When he has refused to take items which he is obliged to take into custody for safekeeping.
- c) When any damage, destruction or theft of the items referred to in Article 1952 is arising from the fault of himself or of persons providing their services to him.

The supplier is obliged to take into custody any securities, funds or valuable items.

He may refuse the custody thereof only if they are hazardous or if they have an inordinate market value or cause inconvenience, considering the size of the hotel and the circumstances.

He may request that the object entrusted to him be stored in a closed or sealed package.

Article 1954: The supplier shall not be liable insofar as the damage, destruction or theft is due to:

- a) The contracting party or his companion, employee or visitor.
- b) Force majeure.
- c) Armed robbery.
- d) The nature or default of the item.

Article 1954bis: The contracting party's rights shall extinguish if he does not notify the damage incurred immediately after establishment thereof, except if the damage was caused by the fault of the supplier or the persons providing their services to him.

Article 1954ter: Any statement or provision excluding or limiting the supplier's liability for loss or damage, shall be invalid.

Article 1954quater: The Articles 1952, 1953 and 1954bis do not apply to vehicles or to items which are part of their freight and left on site, nor to living animals.

The contracting party and the supplier are jointly and severally liable towards the supplier for any damage caused to persons, the building, the furniture or the equipment of the hotel and the places that are accessible to the public.

The contracting party is to behave in accordance with the customs and the regulations of the hotel where he is staying and these regulations shall be available for inspection by the contracting party.

Any serious or repeated breach of these regulations shall entitle the supplier to the immediate termination of the contract without prior notice.

3.5 Insurance

3.5.1 All risks

The contracting party shall take out sufficient insurance against any risks that may be arising from the activity, so as, in case of damages, to allow integral indemnification of the supplier and third parties.

3.5.2 Security and fire protection.

Every contracting party, visitor and all participants of an activity are deemed to take the necessary vigilance and safety precautions. He or she shall make sure the exits are not blocked by any obstruction. The contracting party shall take out the necessary insurance covering the displayed products, third-party liability, all risks of fire and damage. The contracting party shall undertake to cover these risks by means of an "all risks" policy with an insurance company of his or her choice. As a result of his/her booking the contracting party or his/her employee(s) shall waive any recourse against the supplier.

3.5.3 Liability

In case of extraordinary use of the supplier's facilities, floors, walls, ceilings, tables, ... the supplier's employees are to be notified thereof in advance and authorization in writing must have been given by the supplier.

Any damages to the building, material or interior due to improper use or theft/damage of properties of third parties during the activity will always be charged to the contracting party.

The contracting party undertakes to be responsible for the goods and materials belonging to him or to third parties contracted or invited by the contracting party, or working for the contracting party in view

of the smooth operation of the activity, and that are placed in the supplier's rooms.

The contracting party also undertakes to be liable for any theft, damage, fire, accidents that may be caused by these goods, materials or persons, to full release of the supplier.

3.6 Certificates and permits

The contracting party undertakes to have complied with all the necessary regulatory and administrative requirements so as to allow for the scheduled activities to take place, such as for example: environmental permit, royalties (for music, film, ...), taxes, ... Any consequence of the non-performance of delayed performance of these permits, applications, certificates, ... shall fall under the full responsibility of the contracting party.

3.7 Intellectual property rights

Any use of the supplier's names, photographs belonging to the supplier, the supplier's logo, is to be applied for in writing with the supplier, in advance. If during an activity audio, video and/or photographic recordings are made, the supplier is to be notified thereof and must have given its authorization in writing, in default whereof use shall not be allowed to the contracting party.

3.8 Transfer of goods

The use of flowers, robots, setting, material, furniture, interior, screens, stages, and other materials belonging to the supplier, shall in no case whatsoever imply the transfer of property. When such goods are taken away by the contracting party, or upon disappearance of such goods during an activity, the supplier will charge the goods concerned to the contracting party.

3.9 Pets

If the contracting party wishes to bring along a pet, before bringing in the pet he is to verify whether the hotel regulations allow it.

3.10 The contracting party's behaviour

The contracting party is to behave in accordance with the customs and the regulations postulated by the supplier and these regulations shall be available for inspection by the contracting party.

Any serious or repeated breach of these regulations shall entitle the supplier to the immediate termination of the contract without prior notice.

Article 4 – Payment and billing

4.1 Payment terms

4.1.1 Hotel nights

The supplier is entitled to request a full or partial advance payment.

If the supplier receives a sum of money in advance from the contracting party, it will be regarded as a prepayment of the contractual price unless otherwise contractually agreed. Prepayments are never refundable, unless they fall within the agreed cancellation time.

The hotel bills are payable upon presentation.

If the hotel bill is partially contested, the non-contested part is to be paid as well.

Unless otherwise stipulated, the supplier is not in any way obliged to accept cheques, dividends, credit cards or other means of postponed payment and payment must be made in the currency of the

country where the hotel is located.

The contracting party is responsible for payment of all the services rendered by the supplier, as well as the services determined at the conclusion of the contract, except otherwise specified in writing, where these costs shall be borne by the supplier.

4.1.2 Other activities

- Quotations and contracts are drawn up with the indicative numbers communicated by the contracting party. The final number of participants is to be reported by the contracting party not later than Wednesday of the week preceding the start of the activity. When drawing up the bill both the number of persons communicated not later than Wednesday of the week preceding the start of the activity and the actual number of participants will be taken into account, where the highest number will be billed.
- The contracting party undertakes to communicate the correct company data when signing and accepting the quotation and/or contract. The correct data are understood to mean:
 - Company name,
 - address,
 - VAT number,
 - PO number, if any.

The supplier shall provide a form to the contracting party to communicate these data with every quotation, update thereof and/or contract. Any negligence or failure to communicate these data will result in an administrative cost of € 125 excluding VAT for each adaptation.

- If the invoice is drawn up in the name of a third party upon request of the contracting party, the latter together with the third party shall be jointly and severally liable for the execution of the contract in accordance with the present sales terms, including payment of the invoice.
- The payment period for each invoice is a maximum of 14 calendar days after invoice date and only on the basis of an approved credit application.
- In case of late payment interests and a penalty clause shall automatically apply in accordance with the Act of 2 August 2002 on combatting late payment in commercial transactions.
- In case of late payment all outstanding invoices shall become immediately due and payable and the supplier shall be entitled to cancel any existing reservations.
- Upon confirmation of the activity an advance invoice will be drawn up of 50% of the total amount, which is to be paid not later than 90 days prior to the start of the activity/arrival. A confirmation shall be considered as definitive only when the advance payment of 50% will have been received by the supplier.

4.2 Complaints regarding the billing

Complaints regarding the billing are to be submitted in writing, sent to the supplier's registered office not later than within 7 working days of the date of invoice.

4.3 Payability of the invoices

In case of (risk of) credit weakness (bankruptcy, application based on the Belgian Business Act, liquidation, debt settlement, ...) all not yet expired invoices shall become immediately due and payable.

Article 5 – GDPR

The supplier undertakes to process the collected contracting party's personal data in accordance with the General Data Protection Regulation 2016/679 which is applicable as from 25 May 2018 and its national implementing legislation, the Act of 30 July 2018 on the protection of natural persons with

regard to the processing of personal data (Data Protection Act).

The contracting party acknowledges that the supplier is entitled and able to process the personal data entrusted to the latter, taking into account the above Legislation.

Article 6 – Termination of the contract

6.1 Cancellation policy hotel nights

- (partial) cancellation of a booking is possible up to 24 hours prior to the day of arrival, without compensation for stays of a maximum of 7 nights. For long stays other conditions are applicable.
- In case of (partial) cancellation of a booking less than 24 hours prior to the day of arrival, the cancelling party is to pay a compensation to the other party equalling the price of the first night.
- In case of a no show on the agreed date of arrival the customer shall have to pay a fixed compensation equal to the price of the first night.
- This is only applicable to stays of a maximum of 7 nights. For long stays other conditions are applicable.
- The above conditions are only applicable to tariff plans with flexible cancellation terms. In case of non-cancellation tariff plans the entire amount shall always be charged.

- If the supplier is unable to execute the contract it is obliged to offer the contracting party another accommodation of equal or higher quality or category.
Any price difference arising therefrom shall be borne by the supplier.

6.2 Cancellation policy other activities

Cancellations are to be communicated to the supplier in writing, by e-mail. Cancellations by phone shall be considered as non-valid. All cancellations are subject to the following conditions:

- In case of cancellation more than 90 working days prior to the reserved date no costs shall be charged;
- In case of cancellation less than 90 working days and more than 60 working days prior to the reserved date, a compensation of 30% of the total amount shall be charged;
- In case of cancellation between 60 working days and 30 working days prior to the reserved date the cancellation costs shall be 75% of the total amount;
- In case of cancellation not later than 30 working days prior to the reserved date, the cancellation costs shall be 100% of the amount mentioned in the quotation.

6.3 Dissolution of the contract in case of bankruptcy

The supplier reserves the right to – without any compensation being due – consider the contract as dissolved, ipso jure and without prior notice, in case of bankruptcy, application based on the Belgian Business Act, apparent insolvency as well as in case of any change in the contracting party's legal or financial situation.

Article 7 – Applicable law and competent court

The Belgian laws are applicable and the competent courts are the Dutch-speaking courts of Brussels.

Article 8 – Entry into force of sales terms

These general sales terms shall be applicable as from 31/08/2023 and shall replace any previous sales terms.