

PURCHASE ORDER AND INVOICE

PARAGRAPH 1 – CONFIRMATION OF ORDER

1.1. Only an order confirmation signed by **VAN DER VALK BEVEREN NV** (hereafter referred to as **Hotel Beveren**) commits Hotel Beveren. Performance thereof shall be in accordance with the general terms and conditions set out in the order form and/or the invoices and excluding the client's own terms and conditions, even if they have been subsequently communicated.

The agreement will only come into effect after written confirmation by Hotel Beveren. Commencement of performance shall count as confirmation unless this has been taken place under specified conditions. Orders taken by a representative or service personnel of Hotel Beveren are only valid after written confirmation by a person with authority to commit the company to such.

In absence thereof, Hotel Beveren will in no respect be committed to the client and/or its participants, and Hotel Beveren will have the right to consider the event as non-existent and to release all rooms and/or spaces earmarked by the client and/or make them available to third parties.

1.2. Any cancellation of the order must be made in writing or by email (sales@hotelbeveren.be). This is only valid subject to written acceptance by Hotel Beveren.

In the event of cancellation, the client shall be liable for a lump sum cancellation fee which, save where there is evidence of greater losses caused to Hotel Beveren, will be calculated as follows.

- From the signing of the contract up to 3 months before the event, 25% of the total amount or the advance payment will be charged.
- Between 3 months and 2 months before the event, 50% of the total amount will be charged.
- Between 2 months and 10 days before the event, 75% of the total amount will be charged.
- Within 9 days before the event, 100% of the total amount will be charged.

The client/organizer is responsible for the rooms specified by them; unused rooms must be cancelled in good time, in accordance with the cancellation conditions as set out above.

In the event of "no-show" (when the client does not turn up), the room will be charged to the organizer, and such charge may be deducted from a guarantee where given.

1.3. All reductions in the numbers of participants and/or rooms must be effected in writing or by email (sales@hotelbeveren.be).

- Up to 60 days before the event, free cancellation of 40% of the total number of guests. If more than 40%, then this part will be charged.
- Between 59 and 30 days before the event, free cancellation of 30% of the total number of guests. If more than 30%, then this part will be charged.
- Between 29 and 10 days before the event, free cancellation of 10% of the total number of guests. If more than 10%, then this part will be charged.
- Between 9 and 4 days before the event, free cancellation of 5% of the total number of guests. If more than 5%, then this part will be charged.
- Within 3 days before the event no free cancellation is possible and the numbers are final.

1.4. Unless otherwise expressly agreed, our quotations are only valid for 14 days.

1.5. Upon signature by the organizer/client and acceptance by Hotel Beveren, all obligations between the parties shall be governed solely by this agreement which will supersede all prior agreements between the parties.

Any amendments or additions to this contract can only be made in writing or by email (sales@hotelbeveren.be) and must be accepted by both parties. Verbal agreements are not valid and are considered non-binding.

The organizer/client warrants that it is fully aware of the above-mentioned conditions, which are an integral part of the contract, and agrees to comply with them.

PARAGRAPH 2 – DESCRIPTION OF THE GOODS/SERVICES TO BE SUPPLIED

2.1. The goods/services are supplied as stipulated in the order form or on the front of the invoice.

2.2. The client must submit a detailed list to Hotel Beveren no later than 14 days before the scheduled arrival date.

The detailed list will include: the occupancy (single or double) and the name/names of the participant(s) concerned.

- For events where the guest has to make a reservation themselves, a number of rooms will be placed on option, and any unreserved rooms will be released in the last 14 days before the event. Rooms can then only be booked subject to availability.
- If the client cancels the entire event, the client will also guarantee the rooms that were taken on option. In this case the cancellation conditions apply as set out above.
- The organizer is responsible for the rooms specified by it, unused rooms must be cancelled in good time and the cancellation conditions apply as set out above.

In the event of "no-show" (when the client does not turn up), the room will be charged to the organizer, and such charge may be deducted from a guarantee where given.

PARAGRAPH 3 – PRICE

3.1. The price is as stated on the invoice, unless Hotel Beveren considers it necessary to adapt it to the evolution of its fixed and/or variable costs as a result of changes in their structure (raw materials, wages, energy). Any price review will be made in accordance with the legally allowed standards.

In that event, the new price will apply as stated on the front of the invoice.

3.2. The price includes VAT.

3.3. The price is exclusive of any costs of delivery, transport or insurance. Further, accommodation taxes etc. are never included unless otherwise stated.

PARAGRAPH 4 - MISCELLANEOUS

4.1. Increase in the number of participants for events and services

- If the client notifies Hotel Beveren of an increase in the number of participants less than 5 days before the date scheduled, the Hotel will make every reasonable effort to provide its services for this increased number, however Hotel Beveren cannot be held liable for the consequences if it does not, or not entirely succeed.
- The exact number of participants must always be confirmed at least 3 working days before the event, subject to the application of para. 1.3. of these terms and conditions.

4.2 Audio-visual and EDP equipment

- If Hotel Beveren makes available to the client audio-visual or EDP equipment, the client is responsible for it for the entire duration of the event. In the absence of any comments made immediately after such equipment is made available, the client shall be deemed to have received this equipment in good working order and condition.
- If the client uses its own equipment and/or equipment which it has obtained from third parties, the client (with the express exclusion of Hotel Beveren) will be responsible for it for the entire duration of the event, and if necessary, for measures to avoid damage, theft, etc.
- The client must remove all materials and equipment from the hotel by the end of the event at the latest. Hotel Beveren cannot be held liable for material/equipment that has not been removed in time or left behind.

4.3 Reserved conference rooms

- Hotel Beveren always has the right to arrange for the activities to be provided in a different room/rooms if the number of people changes or if a room becomes available which is more appropriate. You will be informed beforehand.

4.4 Check-in/Check-out of rooms

- Check-in will be possible from 15:00 hours on the arrival date. If the client/participant arrives before this time, Hotel Beveren will make best endeavours, but without obligation, to make the room available, but without any requirement to do so.
- The official check-out time is 11:00 hours. In the event of late check-out, an additional cost price will be payable. Moreover, the possibility of renewal will always depend on the availability of the room and cannot in any way be guaranteed.
- With regard to the requirement for identification, it is necessary for each guest to present a valid passport or identity card upon arrival.

4.5 Early departure

- If the client decides to terminate the event prematurely, and, or if the client/participant decides to leave the meeting rooms and or the hotel before the expiry of the booked departure date, Hotel Beveren is entitled to charge in full for the remaining scheduled/booked days and/or nights, including the reserved facilities/extras, at the contractually agreed rate.

4.6 Timetable

- The client expressly agrees to start and end its event within the contractually scheduled timings. Hotel Beveren is entitled to charge any additional hours or other expenses resulting from the non-observance of this timetable to the client, who accepts this.

4.7 Choice of Menu

- The final choice of menu and the programme must be communicated to Hotel Beveren at least 10 days before the event. If the choice of the menu has not been confirmed to the Hotel by the client within this timeframe, Hotel Beveren is entitled to make the choice of menus itself in order to ensure optimal preparation for the event.
- If the client should make changes in its choice of menu less than 7 days before the event, Hotel Beveren (if it is able to deliver the modified menu) may charge the client for additional costs resulting from this late choice.

4.8 Additional Requests

- In order to allow Hotel Beveren to provide maximum service, all additional requests should be notified beforehand on this document and signed by the client.
- Only those specific requests, for which Hotel Beveren gives its explicit agreement in writing, will become part of this agreement and constitute obligations of Hotel Beveren.

PARAGRAPH 5 – CONTROL AND LIABILITIES

5.1. Our company is only liable in the event of wilful or gross negligence.

5.2. The client undertakes to take out an insurance policy with an authorized insurance company, to cover its liability as organizer for the scheduled period.

In addition, the client must see to it that its participants are obliged to behave properly, in accordance with the house rules and that the property of the hotel is handled in a responsible manner.

In the event of damage, nuisance or theft, Hotel Beveren can charge the organizer damages.

The client/its participants are hereby prohibited from using the areas at their disposal for meetings for any form of extremism, any activities contrary to human rights or anything which directly or indirectly could have a negative impact on normal hotel activities and the values of Hotel Beveren, or which could disturb the other hotel guests.

The client shall, in the event of damage/nuisance, compensate for this damage, even if it is caused by the participants of the client.

In any event, Hotel Beveren may never, in any way, be held liable in the event of theft, loss or damage to goods kept by the client or its participants in the hotel, nor for bodily damage caused to the Client and/or its guests.

PARAGRAPH 6 – SERVICE DELIVERY

6.1. Any complaints about services or performance provided must be notified to us by registered letter within five days of the service delivery, failing which any rights in that regard will expire. Signatures on performance sheets are irrefutable proof that the performance indicated on them was effective and correctly delivered.

PARAGRAPH 7 – PAYMENT

7.1. The price is payable forthwith and in cash up to the legal maximum of €3,000.

7.2. The amount of the invoice must be paid without deduction. Commissions and bank charges are borne by the client.

7.3. In the case of non-payment or late payment, the price shall be increased by law and without the requirement for any notice of default, with a flat-rate compensation of 10%, with a minimum of EUR 50.00, which corresponds to the loss that Hotel Beveren will undergo as a result and together with the administrative costs incurred in this respect, excluding court costs and the costs and fees of legal advisers appointed by Hotel Beveren.

Moreover, as a matter of law and without the requirement for any notice of default, delayed payment interest of 2.25% for individuals and 8.8% per annum for B2B is payable.

Late payment interest is charged per every month commenced.

This provision shall continue to apply even if Hotel Beveren allows instalments or payment facilities.

7.4. Any non-payment of an invoice on the due date or any default, shall result in the invoices, which were at that time already drawn up and passed to the client, becoming immediately payable, even if they have not fallen due and any payment facility or discount for cash payment for the future will automatically expire.

7.5. Similarly, in the event of total or partial late payment, the flat-rate compensation and interest as stated under 7.3 shall be payable.

7.6. The drawing and/or acceptance of bills of exchange or other negotiable documents does not constitute a debt renewal and constitutes no derogation from the conditions of sale.

7.7. Without prejudice to what is stipulated in para. 6.1, in the event of dispute, the invoice must be challenged with reasoned grounds, by registered letter within 5 days of receipt, failing which, any rights in that regard will lapse.

7.8. Hotel Beveren reserves the right at all times to request one or more staggered advance payments, the size of which will be fixed by Hotel Beveren and payable by the client within 14 days after confirmation of the event and the signing of the contract, unless otherwise agreed.

7.8. In the absence of punctual payment of such advance(s), Hotel Beveren has the right to cancel the event itself at the cost of the client. In that event, a cancellation fee will be charged to the client in accordance with para. 1.2.

7.9. The billing address as stated in the contract is binding for the invoice. Any changes to the billing address must be notified to Hotel Beveren promptly and of its own volition by the client. The client will not be able to rely on the non-receipt of an invoice in order to avoid costs of recovery, including court costs if it has not communicated the change of address.

7.10. If the client has organised an activity in Hotel Beveren and has sought the facilities of Hotel Beveren for such purpose, (including, for example, the making available of hotel rooms) and Hotel Beveren has at the request of the client, invoiced these facilities/hotel rooms and extras individually to one or more participants (designated by the client), the client nevertheless remains, together with the participants involved, jointly and severally liable to pay Hotel Beveren all sums owed by the participants concerned, including principal, interest and costs.

PARAGRAPH 8 – SUSPENSION AND RESCISSION

8.1. In the event of non-payment by the due date, default, for whatever reason, or in the case of non-compliance with even one contractual obligation, we reserve the right to:

either - unilaterally suspend the performance of all pending/confirmed orders/reservations, and this after prior notice of default, to which no or no constructive follow-up was provided within the eight days, and without the contracting party being able to claim compensation, but without prejudice to our right to claim compensation,

or - unilaterally rescind the agreement, without prior judicial authorisation and after

prior notice of default to which no or no constructive follow-up was provided within the eight days, without prejudice to our right to claim compensation. In that case the client will be liable to pay Hotel Beveren compensation equating to 50% of the amounts which would have been owed by the client if the agreement had not been rescinded.

8.2. If Hotel Beveren finds that it cannot deliver the rooms/meeting rooms/facilities as reserved by the client and which were accepted by Hotel Beveren for the scheduled times, the Hotel must make the client aware of this situation as soon as possible. In that event, Hotel Beveren will only be obliged to provide to the client rooms and facilities of a similar type and quality, and this in the nearest equivalent hotel, whereby Hotel Beveren will only be obliged to compensate the client for any price difference, with explicit exclusion of any other compensation or cost of any kind.

8.3. If Hotel Beveren satisfies the requirements of the preceding paragraph, the client shall be obliged to indemnify Hotel Beveren for any claim which may be made by the participants of the client for the account of Hotel Beveren, as a result of the intended rooms/meeting rooms/facilities not being made available by them.

PARAGRAPH 9 – FIRE PREVENTION AND SAFETY PROCEDURES

9.1. Emergency exits must always remain free of obstructions and indications of their location must be left visible to anyone attending the function. Where explicitly stated, fire and emergency doors must be kept closed. Nothing may be attached to the panic closures, nor can items be placed behind the doors beforehand.

9.2. Stairways serving as an escape route must be kept free from obstructions.

9.3. It is prohibited to bring inflammable, explosive (e.g. fireworks) or hazardous liquids or products into the hotel, and to make adjustments to existing installations, materials, furniture or equipment thereof without prior written permission from the hotel management. If such adjustments appear to be necessary, then this must be requested in writing to the hotel management and at least 30 days before the function.

9.4. Curtains, wall coverings and any other decorative material suspended or fastened to or against walls and ceilings must be made from at least fire retardant or fireproof material. If these materials are hung in doorways or corridors, they must be separated in the middle and so positioned that they can easily be pulled aside.

9.5. Electrical circuits shall not be overloaded.

9.6. Firefighting equipment must not be misused.

9.6. The smoking ban must always be respected.

9.7. If the organizer hires external security personnel for the function, the hired security company and personnel must be licensed by the Ministry of the Interior in order to comply with the law relating to security and surveillance companies and internal surveillance services of 10 April 1999, in the field of training. The number and name of surveillance personnel and whether or not they are armed, must be communicated in advance in writing

to the hotel management.

PARAGRAPH 10 – GUARANTEES

If the trust of Hotel Beveren in the creditworthiness of the client is shaken by late payment or default, by acts of judicial execution against the client and/or other demonstrable events which bring into question, and/or make it impossible to trust in the proper execution of the commitments made by the client, Hotel Beveren reserves the right to demand suitable guarantees from the client. If the client refuses to accept this, Hotel Beveren reserves the right to cancel the entire order or any part of it, regardless of the timing. When applicable, cancellation fees will be payable by way of a damages payment as referred to in para. 1.2, even where payment of any instalment has already been partially made.

It is expressly agreed between the parties that all the goods of the client, which are found in the hotel or in the parking areas, can be retained by Hotel Beveren as guarantee for the payment of the sums due.

PARAGRAPH 11 – FORCE MAJEURE

In any case of force majeure or unforeseeable circumstances, Hotel Beveren is released as a matter of law from any obligation whatsoever, without the other contracting party being entitled to claim compensation.

If Hotel Beveren is dependent on others for the fulfilment of its obligations, such as deliveries by a third party, these provisions are also applicable in the case of force majeure or unforeseeable circumstances with this third party when the performance of our obligations would be delayed or hindered as a result.

The following situations, inter alia, are considered to be force majeure (non-exhaustive): accidents, material breakage, exceptional weather conditions, fire, strikes, lockout, theft and exceptional traffic delays, terrorism.

PARAGRAPH 12 – NULLITY

The nullity of one or more clauses of the agreement does not entail the nullity of the remainder of the agreement.

The parties undertake to replace the invalid clause(s) with a legally valid clause, or clauses, which will correspond to the original intention of the parties and the spirit of the agreement or will be as close as possible to it.

PARAGRAPH 13 – DISPUTE RESOLUTION: APPLICABLE LAW AND COMPETENT COURT

13.1. In the event of dispute, only the Magistrates Court of the district Beveren-Waas, or the Courts of First Instance of East-Flanders, section Dendermonde or the Business Court of Ghent, section Dendermonde shall have exclusive jurisdiction, unless mandatory consumer protection rules grant jurisdiction to another court. However, Hotel Beveren can only be sued in one of the aforementioned courts.

13.2. All costs relating to recovery by judicial means, including fees of legal counsel, shall be

borne by the client.

13.3. Belgian law shall always exclusively apply.

PARAGRAPH 14 – PRIVACY

14.1. We refer you to our Privacy statement on our website
<https://www.hotelbeveren.be/privacy>.

14.2 When making a reservation in one of our restaurants or conference rooms or for one of our events, you consent that recorded images made by us may also be used by us after the event for our commercial purposes.