

# Terms & Conditions Low Cost Meeting

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## Article 1 Services

- 1.1 By sending the electronic order form, an agreement is created between the sender hereinafter referred to as "customer" and BCD TRAVEL BELGIUM NV trading from its Groups division, based in the registered office: Posthoflei 3, 2600 Berchem, Belgium.
- 1.2 The customer appoints BCD TRAVEL Groups Department as exclusive agent for booking and billing of the Meeting package: "Small Meetings" (the "Meeting Package"). This appointment is expressly accepted by BCD TRAVEL Groups Department.
- 1.3 The venue descriptions on the website specifically define what services are included in the Meeting Package provided by the supplier. These descriptions are an integral part of the Agreement.
- 1.4 BCD TRAVEL Groups Department hereby confirms to make the reservation as stated on the order form completed by the customer and according to the conditions stated on the website. The customer agrees to accept this booking at the price and conditions as stated in the venue descriptions on the website.

## Article 2 Obligations by BCD TRAVEL

- 2.1 BCD TRAVEL hereby confirms to execute the booking as stated on the completed order form by the customer that forms an integral part of this agreement, and under the conditions stated on the website.
- 2.2 If the chosen venue no longer has availability for the Meeting Package described on the website, BCD TRAVEL Groups Department will propose an alternative in Meeting Package in an alternative venue. In this case, the customer may or may not agree with the proposal and conditions for this alternative offer. If no agreement by the client, the agreement is automatically terminated.
- 2.3 Any changes brought to the programme and/or to the number of participants after signature of this contract, should be notified in written (by fax or by e-mail) by BCD TRAVEL to the client.

## Article 3 Obligations for the customer

- 3.1 The customer agrees to accept this booking at the price and conditions as stated in the venue descriptions on the website. All additional services not included in the description on the website fall outside the terms of this agreement.
- 3.2 Any changes brought to the programme and/or to the number of participants after signature of this contract, should be notified in written (by fax or by e-mail) by the client to BCD TRAVEL.

## Article 4 Fees and expenses

- 4.1 The Meeting packages are offered at the rates listed on the web site. Additional costs that may result from changes or cancellation are described in Article 6.

## Article 5 Cancellation

- 5.1 Cancellation by the client must be notified to BCD TRAVEL Groups Department in writing and be dated. A verbal cancellation is not accepted.
- 5.2 In the event of full cancellation of a Meeting Package, the following conditions apply:
  - a. In case of cancellation more than one (1) month before the date of the Meeting Package, a fixed cancellation fee of 50,- Euro is charged.
  - b. In case of cancellation between one (1) month and one (1) week prior to the date of the Meeting Package, 20% of the total cost of the Meeting Package will be charged.

- c. In case of cancellation between one (1) week and 48 hours prior the date of the Meeting Package, 30% of the total cost of the Meeting Package will be charged.
- d. In case of cancellation between 48 hours and 24 hours before the date of the Meeting Package, 85% of the total cost of the Meeting Package will be charged.
- e. In case of cancellation from 24 hours prior and / or no show on the date of the Meeting Package, 100% of the total cost of the Meeting Package will be charged.

**5.3** In the event of partial cancellation of a Meeting Package , the following conditions apply:

- a. In case of reduction of the number of participants and/or dates more than one (1) month before the date of the Meeting Package, there is no cancellation charge.
- b. In case of reduction of the number of participants and/or dates between one (1) month and one (1) week prior to the date of the Meeting Package, 35% of the total cost of the Meeting Package will be charged.
- c. In case of reduction of the number of participants and/or dates from one (1) week and 24 hours before the date of the Meeting Package, 60% of the total cost of the Meeting Package will be charged.
- d. In case of reduction of the number of participants and/or dates some 24 hours before arrival 100% of the total cost of the Meeting Package will be charged.
- e. If a change in the number of participants for a Meeting Package falls below the minimum number of 5 participants, the reservation will be charged for at least 5 participants in addition to the conditions described above in paragraph b, c and d with regards to the reduction of the number of participants and/or dates.

## **Article 6 Payments**

**6.1** Upon receipt of the order form send to BCD TRAVEL Groups Department by the customer, BCD TRAVEL Groups Department will send a written confirmation to the customer by e-mail, along with an invoice for 100% of the estimated total amount of the reservation.

**6.2** The file is only considered confirmed once BCD TRAVEL Groups Department received a signed copy of the order form.

**6.3** A first invoice for 100% of the estimated total amount of the booking is created upon receiving the signed order form. If the start date of the Meeting Package is more than 10 days after receiving the signed order form, the invoice will be payable within 7 days. If the start date of the Meeting Package is less than 10 days after receiving the signed order form, the invoice will need to be paid within 24 hours after the invoice is issued.

**6.4** Additional costs incurred by the customer on site are in addition to the Meeting Package published on the website and need to be settled upon departure at the venue.

**6.5** BCD TRAVEL only accepts payment by credit card.

**6.6** Failure to meet the payment terms under the terms of 6.3 does not dissolve the agreement and does not constitute automatic cancellation of services. BCD TRAVEL Groups Department does reserves the right to unilaterally cancel the services in the event of a late payment.

## **Article 7 Insurance**

**7.1** BCD TRAVEL Groups Department has NO cancellation insurance for the participants.

**7.2** BCD TRAVEL Groups Department has no travel insurance for participants.

## **Article 8 Limitation of Liability**

**8.1** Under no circumstances will BCD TRAVEL Groups Department be liable to the customer or the venue for any indirect, direct, special, punitive, incidental, consequential damages of any character that arise from booking a Meeting Package by BCD TRAVEL Groups Department in name of the customer.

**8.2** BCD TRAVEL Groups Department is not liable in the event that the venue suffers any damage resulting from any acts or omissions from a third party.

**8.3** BCD TRAVEL Groups Department acts as intermediary between its customers and its suppliers. Therefore BCD TRAVEL Groups Department cannot be held liable for any direct or indirect damage to the customer caused by delays, accidents or other force majeure beyond the control of BCD TRAVEL Groups Department. Furthermore, the general terms and condition of BCD TRAVEL apply to all services mentioned in this agreement. A copy of these general terms and conditions is available on request.

### **Article 9 Applicable law and disputes**

**9.1** The contract is governed by and shall be construed in accordance with the Belgian law, excluding the provisions of the United Nations Convention on contracts for the international sales of goods (CISG).

**9.2** In the event of a dispute over a party's obligations under this agreement, the parties agree to resolve the dispute by mutual agreement of appointed representatives, or by arbitration pursuant to the arbitration clause contained in the agreement if such dispute cannot be resolved by mutual agreement.

**9.3** Entire or partly application of the Client's purchase- or other conditions is explicitly denied.

**9.4** The Customer waives the opportunity to cancel his/her purchase by electronic means.

### **Article 10 Notice**

**10.1** Any notice or other communication relating to the Agreement should be directed in writing to the address of the other party as specified in the Agreement.

### **Article 11 Duration of the contract**

**11.1** The contract is created when the BCD TRAVEL Groups Department receives the signed order form from the customer via electronic means.

**11.2** The contract ends once the reserved services were provided by the venue and the customer has settled all the bills.

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