

FORMATION OF THE CONTRACT – ENFORCEABILITY

1. The Crowne Plaza Antwerpen offers shall be confirmed by it in writing.

An order shall not be regarded to be final unless it has been accepted by the Crowne Plaza Antwerpen in writing.

2. The Crowne Plaza Antwerpen contracts are made only upon its standard -and specific- terms and conditions.

Any conditions contrary thereto shall not be binding unless expressly accepted by the Crowne Plaza Antwerpen in writing.

BOOKING CONDITIONS

1. Crowne Plaza Antwerpen reserves the right to reassign the meeting space at any time, provided that Crowne Plaza Antwerpen informs the client before such reassignment and does not impact the client's original requirements.

2. The use of the Function Rooms is strictly limited to that which has been agreed as per the contract.

3. Any change to the declared use will automatically result in a price adjustment.

4. If the Client occupies the Function Room outside of the stipulated period, he must pay an additional amount, which will be in proportion to the basic price and the additional period of occupation. The possibility to use the Function Room outside the contracted period is subject to availability and might be refused by the hotel.

5. The Function Room includes the fixed systems in place. Any additional service, the provision of equipment not included in the standard Function Room equipment, or electrical systems in addition to the standard equipment will be subject to a separate price quote and will be invoiced as a supplement. Any equipment supplied by the client or one of their suppliers must be approved by the Crowne Plaza Antwerpen technical services on the basis of the specifications submitted by the Client no more than one month prior to the event.

6. Exact IT requirements (WIFI, VPN access, ...) have to be submitted for approval to the hotel latest 2 months prior the event in writing. Any equipment not included in the standard Function Room required for specific IT installation will be subject to a separate price quote and will be invoiced as a supplement.

7. Full details of decorations project, displays or technical installations should be submitted to the hotel in writing for prior approval. The hotel declines all responsibility regarding any material brought into the hotel by the client. At the end of the event, the client undertakes to remove all installations at his own cost so that the premises are left in their original state.

8. It is forbidden to attach posters to the wall, floors or ceilings by means of sticking, stapling or attaching in any other way. The costs of repairing any damage that may result from failing to respect these rules will be paid by the client

9. The full costs of repairing or replacing the hotels property will be charged to the client, whether this damage was caused directly by the client or by one of its Subcontractors or its attendees.

10. The hotel will be available to receive your conference materials as from one week prior to your conference upon prior written notice by the client. To insure a good handover of the boxes or materials, please clearly mention the following details: the name of the event and organizer, the name of the M&E Operations Coordinator of the hotel, the name and address of the hotel, the date of the event, the name of the meeting room and the number of boxes per sending. Packages without these details or sent earlier than the requested date might be refused. For delivery of valuable materials, the delivery date has to be agreed prior to sending. The client is responsible to arrange pick up or sending of materials after the event. The hotel is not responsible for any materials left on site after the event.

11. The client may not bring any food or drink into the hotel for use during the event, unless agreed in writing in advance with the hotel.

12. The Client is bound to be in order with SABAM. Contact number: +32 2 286 82 11. This number needs to be contacted when any kind of music is used in any of the locations of the Crowne Plaza Antwerpen. All related fees are to be paid by the client. The hotel will forward all legal procedure costs to the client if the SABAM is not paid.

13. At any time the noise level on the premises shall not disturb either the hotel clientele, or the immediate neighbourhood. Crowne Plaza Antwerpen reserves the right to limit such noise level in case of any excess.

14. In order to ensure that proper arrangements are made for any event of a sensitive nature or high monetary value, the Crowne Plaza Antwerpen reserves the right to require the signatory to provide a professional security service throughout the event at a cost to the client.

15. The client shall be informed and it is his responsibility to inform the attendees that it is not permitted to leave personal effects or belongings unattended, neither in the lobby, in the restaurant, in the corridors or the meetings rooms. The hotel cannot accept responsibility for theft or disappearance of personal effects or belongings, occurring under these circumstances in these places and all public areas in general

16. Valuables left inside the hotel rooms should be stored in the safe of the guest room or at reception. For lack for the client of observing that obligation, the Crowne Plaza Antwerpen shall accept no responsibility for loss or theft of valuables.

17. It is the responsibility of the client to ask the hotel to lock the meeting rooms. The hotel cannot accept any responsibility for meeting materials left unattended in the hotel.

18. The client shall compensate the Crowne Plaza Antwerpen and the Crowne Plaza Antwerpen shall compensate the client against any claims, suits, damages, liabilities, judgments, costs and expenses, whether based upon contract, or otherwise, arising out of breach by the client, or any attendees of any material term of this agreement, any willful or negligent act or omission by the client or the hotel, any attendees or its personnel, agents or subcontractors. The client has the responsibility to make sure his subcontractors respect the local Labour Code and legislation.

19. The Crowne Plaza Antwerpen will not be liable for failing to its obligations due to unforeseen events ('Force Majeure') beyond its control such as and not limited to: Acts of god, war, government authority, terrorism, disaster, strikes, civil disorder, curtailment of transportation or transportation facilities or any other emergency or event beyond control.

20. Nothing, in this contract shall be deemed to give either party any right to use, the names, logos, trademarks, copyrights or other industrial or intellectual property rights belonging to the other party or its affiliates without prior consent of the other party. As a result, the client agrees to use the exact logo, design, and wording of Crowne Plaza intellectual property in accordance with Crowne Plaza's Guidelines.

21. The Crowne Plaza Antwerpen reserves the right without prior notification or reimbursement for damages, to cancel any contract which violates the usual standards of morality or proper conduct, the public order and/or the normal use of the space made available to the client.

22. In order to ensure that the event runs smoothly the Client shall inform the Crowne Plaza Antwerpen in writing of the exact number of people attending the event, no later than 2 weeks before it begins. In case of increase in numbers, the client is limited to the maximum capacities provided by the hotel.

23. The main meeting room setup cannot exceed the confirmed number of persons for the catering requirements by more than 10%.

24. The Crowne Plaza Antwerpen does not guarantee the absence of competitors of the client during the event.

25. Deposit payment conditions (hotel accommodation, meeting rooms, food and beverage, audiovisual equipment) unless otherwise agreed:

A deposit corresponding to 30% of the total contracted amount is due upon signature of the contract to guarantee the space.

30% (cumulative 60%) of the total estimated value shall be paid 60 days in advance of the event.

25% (cumulative 85%) of the total estimated value shall be paid 30 days in advance of the event.

The balance should be settled upon departure or within 14 days after receipt of our invoice, corresponding to the agreement between both parties.

The Crowne Plaza Antwerpen reserves the right to resell the reserved rooms and meeting space in the case that deposits are not paid in due time.

In case of increase to the contracted value, the Crowne Plaza Antwerpen will request additional deposit payments in line with the payment scheme above.

CANCELLATION CONDITIONS

1. PARTIAL CANCELLATION OF HOTEL BEDROOMS

1.1 Room block based on rooming list

1.1.1 From the signature of the contract and up until 31 days before the date of arrival, maximum 20% of the contracted room block on each respective day can be cancelled without cost.

1.1.2 Between 30 days and until 7 days before the date of arrival, an additional 5% of the remaining room block on each respective day can be cancelled without cost

1.1.3 Seven (7) days before arrival, any further cancellation will be charged in full.

1.1.4 Cancellations which exceed the percentages lay down in points 1.1.1 to 1.1.3 will be invoiced in full.

1.1.5 Cancellations, reductions, no shows and early departures will be charged in full based on the contracted room block on each respective day.

1.1.6 The rooms and conference contract is indivisible. A full cancellation of the rooms part will result in a full cancellation of the conference part unless otherwise agreed

1.1.7 The rooming list is due to the hotel 14 days before arrival

1.2 Room block based on individual call in

1.2.1 The hotel will provide the client with the information for bookings at the preferential contracted rate.

1.2.2 Each individual guest will be responsible to reserve and guarantee its own bedroom, and will be liable in case of cancellation, no show or early departure.

1.2.3 The unused allotment will be released by the hotel as follows: 50% release of non-reserved bedrooms 2 months prior to the event, 100% release of non-reserved bedrooms 1 month prior to the event. (Unless otherwise agreed)

1.2.4 The individual cancellation deadline is 72 hours prior to arrival. Cancellations and no shows within 72 hours from arrival will be charged in full.

1.2.5 The rooms and conference contract is indivisible. A full cancellation of the rooms part will result in a full cancellation of the conference part unless otherwise agreed

2. PARTIAL CANCELLATION OF CONTRACTED CONFERENCE & BANQUETING REQUIREMENTS

2.1 From the signature of the contract and up to 30 days before the date of the event, a maximum of 20% of the contracted value can be cancelled without cost.

2.2 Between 30 and 14 days before the date of the event, a maximum of 10% of the contracted value can be cancelled without cost.

2.3 As from 14 days before the date of the event any further cancellation will be charged in full.

2.4 The above cancellation allowances are not cumulative.

2.5 The rooms and conference contract is indivisible. A full cancellation of the conference part will result in a full cancellation of the rooms block unless otherwise agreed.

3. FULL CANCELLATION OF THE EVENT

3.1 From the signature of the contract and up to 120 days before the date of the event, the contract can be cancelled without cancellation fee.

3.2 Between 120 days and until 90 days before the date of the event, the Crowne Plaza Antwerp will invoice 40% of the total contracted value.

3.3 Between 90 days and until 60 days before the date of the event, the Crowne Plaza Antwerp will invoice 60% of the total contracted value.

3.4 Between 59 days and until 31 days before the date of the event, the Crowne Plaza Antwerp will invoice 80% of the total contracted value.

3.5 Between 30 days and until 14 days before the date of the event, the Crowne Plaza Antwerp will invoice 95% of the total contracted value.

3.6 As from 14 days before the date of the event, the Crowne Plaza Antwerp will invoice 100% of the total contracted value.

4. All notices of cancellation must be received in writing from the client and will take effect from the date of receipt by the hotel. The written confirmation of the cancellation must clearly mention what accommodation and conference & banqueting requirements should be cancelled.

GENERAL CONDITIONS

1. All invoices shall be paid within 14 days from the date of invoice.

2. As to their admissibility, all queries concerning the invoices have to be made in writing within 10 days from the date of invoice. After that or if not written they will not be admitted and no further amendments will be made.

3. If the invoice has not been paid in due time, an interest of 1% per month will be rightfully and automatically due, without prior notice.

Non-payment of any invoice at maturity shall automatically and without notification cause the full amount outstanding to become due.

4. In case of default of the client to pay the overdue invoice, the Crowne Plaza Antwerp shall increase by 10% the due amount, notwithstanding its right to immediately cancel any reservation without costs nor indemnity and terminate the contract with immediate effect as from the notice, sent by registered mail, of its decision to cancel it, without there being any need to send a formal notification prior to such notice.

5. This contract is governed by and is to be construed in accordance with Belgian law.