

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF ROOMS AND SERVICES

By signing the Rental Contract, the Organizer expressly acknowledges and accepts the application of these general terms and conditions. In case of contradiction with the provisions of the Rental Contract, the latter shall prevail over the general terms and conditions.

PART 1 – PURPOSE AND GENERAL CONDITIONS

Article 1 – Purpose of the Rental

The event spaces operated by BC Management Services SRL (BCMS) are intended for the occasional organization of professional or private events. BCMS also offers ancillary services: cloakroom, security, cleaning, equipment rental, etc.

All agreed services are covered by a specific Rental Contract, concluded between BCMS and the client (hereinafter “the Organizer”). This Rental Contract, together with an offer description, details the reserved spaces, requested services, and the essential characteristics of the planned event, including set-up and dismantling schedules.

Article 2 – Permitted Activities

The Organizer undertakes not to conduct in the premises any activities other than those defined in the contract. Thus, the Organizer is forbidden to change the intended use of the rented property and acknowledges and accepts that BCMS gave its authorization for the activity specifically defined by BCMS within the contract.

The Organizer acknowledges and accepts that the use of the rented property formally excludes any accommodation or religious activities.

Assignment and subletting are prohibited.

PART 2 – DURATION, BOOKING, AND PRICING

Article 3 – Duration and Hours

In general, our rooms are available from Monday to Sunday, 8 a.m. to 10 p.m. Any specific availability period shall be stipulated in the Rental Contract and/or in the offer document which details all the elements of the Rental Contract. The Organizer must strictly comply with these hours. Exceeding the scheduled rental hours may generate a surcharge billed at the hourly rate appearing in our offer document, increased by an additional 50% of this hourly rate. Any started hour is considered fully due. This is without prejudice to any other right of BCMS, including the right to pursue compensation for actual loss.

At Lab62, for specific activities (cultural, artistic, relaxation, etc.) scheduled in rehearsal rooms, a 30-minute buffer is provided between slots to allow the transition between activities.

The Rental Contract is not subject to any renewal, extension, or prolongation without the express agreement of the parties.

Even in the event of late arrival and/or early departure, the total amount of the reservation will be due to BCMS.

Article 4 – Booking and Deposit

Offers and options granted are valid for a maximum period of 15 calendar days. If a third party wishes to confirm the same date during this validity period, the Organizer with first option is granted 24 hours to confirm the date.

A deposit of 60% of the estimated total for the provision of the event space (Hall rental in the offer document) will be invoiced to the Organizer upon receipt of confirmation. A booking is considered final only when two cumulative conditions are met: the signing of the Rental Contract and the payment of the deposit(s) within the prescribed deadline(s). The deposit must be transferred to the account BE82 0689 3581 1668 of BCMS SRL (SWIFT code GKCCBEBB), citing the invoice number, no later than the due date indicated on the invoice.

On the event day, the rented premises will only be made available to the Organizer if all outstanding invoices due to BCMS have been paid in full.

The Organizer cannot claim any compensation for damages resulting from event cancellation in this case. Deposits already received remain with BCMS as compensation. Proof of deposit payments will be provided by statements from BCMS's bank account.

Article 5 – Price and Revision

The rental price is determined in the Rental Contract and/or our related offer document. It includes ordinary charges, namely heating, water, electricity, washroom consumables, and basic internet.

Our offer document is drawn up on the basis of the rooms rented and ancillary services, some of which depend on the number of participants specified by the Organizer and known at contract signature. If the Organizer requests other services between contract signature and the event or if the number of participants significantly exceeds forecasts, additional supplements may be added to the initial quote and will be confirmed to the Organizer. If the number of participants does not reach the foreseen number, the total number announced will be invoiced regardless of actual attendance.

Any difference between the initial contract and the final amount for the rental and final services provided must be paid by the final due date stated on BCMS's final invoice after the event.

Specific internet and wifi configurations (streaming, private internet) will be added to the offer document.

All taxes and duties, whether direct or indirect, relating to the rented property and for the agreed rental duration, shall be borne by the Organizer.

Due to exceptional and unforeseeable economic circumstances, BCMS reserves the right to increase its prices up to three months before the date of the reserved event. Clear and precise communication will be provided by BCMS to the Organizer by email with acknowledgment of receipt for this purpose.

Economic circumstances likely to trigger a price revision by BCMS include, without limitation:

- a significant increase in energy prices,
- an extreme and unforeseeable rise in the cost of raw materials or materials,
- a significant shortage of resources essential to the service.

BCMS price changes are limited to a maximum of 50% of the agreed price in the Rental Contract, 50% being fixed and non-revisable. This change will take effect on the date indicated in the communication, will not be retroactive, and will only apply to services not yet performed as of that date.

In such circumstances, and in the absence of agreement on the new prices applied by BCMS, the Organizer will have the option to cancel the event free of charge, provided they notify their intention within fifteen (15) calendar days following receipt of the communication email. The Organizer will then be refunded 60% of the deposit paid.

Article 6 – Invoicing

The invoice will be sent to the Organizer, who is responsible for its payment within the prescribed period. Invoices are payable upon receipt, net and without discount, to the account mentioned in Article 4 above.

Any dispute regarding an invoice must be sent to BCMS by registered mail within eight days of the invoice being sent.

In case of non-payment in whole or in part within 15 days following the issue of the invoice, the amount due will be increased by a fixed penalty of 10% of the invoice (minimum €500) in case of default. In addition, interest on arrears will be charged at the rate determined by the law of August 2, 2002 to combat late payment in commercial transactions.

PART 3 – INSTALLATIONS, EQUIPMENT AND TECHNICAL

Article 7 – Technical Installations

Rooms are equipped with basic lighting, heating, ventilation, and audiovisual technical equipment as agreed with the BCMS contact in the last quote accepted by the Organizer via email.

The Organizer must immediately report any damage caused to the premises, installations, or equipment provided. Any repairs to the premises, technical installations, or equipment made available or any necessary restoration will be carried out by BCMS at the Organizer's expense (restoration or replacement value). BCMS's technical installations may only be used and handled by or under the control of BCMS staff.

Article 8 – Additional Equipment

Additional technical equipment may be rented either from suppliers approved by BCMS (see the website), or from a supplier chosen by the Organizer. In this second case: (i) if this supplier uses all or part of the equipment available in the room, the Organizer shall pay a connection fee (see Offer Document) and the presence of an audiovisual technician from BCMS who will ensure optimal connection to installations and their reset at the end of the event; (ii) if they install their own equipment, a BCMS audiovisual technician will remove and then reinstall the material. A 10-hour technician package is provided for this in the offer document.

Article 9 – Capacity and Organization

All event organization and room layout details must be approved by BCMS at least 15 days before the event; this approval cannot be deemed as any acceptance or acknowledgment of responsibility by BCMS.

This approval specifically covers, but is not limited to:

- capacities of rooms (see below),
- all pyrotechnics (BCMS prohibits all flames),
- ceiling suspensions and suspension points,
- sets, curtains, and decoration elements,
- building configuration,
- seat and stage layout in rooms,
- catering and back-office locations,
- required electricity capacity,
- lighting or heating equipment,
- the use of gas bottles in kitchens.

All decorations, curtains, woodwork, or other elements used during the event must be fireproofed. Any resulting damages will be invoiced to the Organizer.

The use of confetti, glitter, etc. is prohibited in venues managed by BCMS. Failure to comply with this rule will result in a flat fee of €750 being deducted from the security deposit.

In the environmental permits granted by the municipality of Etterbeek, the maximum room capacities are as follows:

Albert Hall Brussels		Lab62	
Roseland	362 people	Ground floor	100 people
Albert	760 people	1st floor	60 people (*)
Chaplin	240 people	2 nd floor	30 people
More Details www.albert-hall.com		More details www.alb62.org (*)only if 2nd floor unoccupied	

BCMS may revise the capacity of the rented rooms depending on the layout planned by the Organizer. The capacity will be communicated to the Organizer based on the planned layout, which the Organizer must comply with. Otherwise, the Organizer will be held responsible and may be required to pay an additional invoice.

During the event, if the maximum capacity is reached, BCMS security staff may refuse entry to new arrivals.

PART 4 – LOGISTICS CONDITIONS

Article 10 – Loading/Unloading

The Organizer, its subcontractors, and suppliers may access the rented premises only during hours set out in the Rental Contract. Loading and unloading are not allowed between 10 p.m. and 7 a.m. Equipment left behind must be stored in the office before departure and collected between 7:00 and 9:00 the following morning. Unless otherwise agreed in writing, anything left in the premises by Organizer, suppliers, or subcontractors will be considered abandoned and removed at the Organizer's expense, who retains sole responsibility.

Article 11 – Catering and Waste

The Organizer is responsible for hiring staff and, if applicable, a caterer. The Organizer must choose from approved providers listed on the venue's website or pay a corkage fee for an outside caterer. BCMS is not a party to contracts between the Organizer and their chosen provider and bears no responsibility.

Cooking is strictly prohibited except in kitchens. Inside event rooms, only bain-marie heating is permitted.

All waste must be removed by the Organizer or their subcontractors; unremoved waste will be charged at €5 per bag.

The kitchen must be left clean or BCMS will bill the Organizer a €450 cleaning fee.

PART 5 – STANDARDS AND SAFETY

Article 12 – Sound System and Acoustic Standards

The Organizer must operate sound and technical equipment so as not to disturb neighbors.

Technical equipment must comply with regulations. Subwoofers and frequencies below 100 Hz are not allowed. Speakers must be hung or isolated from the floor.

The Organizer undertakes to comply with the provisions of the royal and regional decrees relating to the establishment of acoustic standards for the transmission of amplified sound in public and private establishments. In any event, the maximum sound level for amplified music generated at any location within the building where people may generally be present must comply with the provisions of Arrêté of the Government of the Brussels-Capital Region of 26 January 2017 establishing the conditions for the broadcasting of amplified sound in establishments open to the public establishing acoustic standards for music in public and private establishments. The Organizer is solely responsible for ensuring compliance with these standards.

For specific rooms:

- In the whole **Albert Hall Brussels** (except for Roseland) and **Lab62**, only category 1 sound levels <85dB(A) are allowed.
- In **Roseland**, category 2 <95dB(A) is allowed; levels must be displayed and recorded after midnight, and retained by BCMS for 30 days.
- For the other rooms, specific provisions may be included directly in the Rental Contract.

In the event of non-compliance with the conditions described above or with any new legislation in force regarding sound systems, BCMS, as the operator of the venue, reserves the right to take any necessary measures during the event (including limiting the sound system or even immediately stopping the event) and further reserves the right to seek compensation for any damage suffered.

In addition, the Organizer is also required to comply with the legislation in force for its employees, in particular the Royal Decree of 16 January 2006 concerning the protection of the health and safety of workers against risks related to noise in the workplace.

Article 13 – Hygiene and Safety

The Organizer, its suppliers, and subcontractors must comply with all applicable safety, police, fire, and health regulations. These include, without limitation:

- Keeping entrances, exits, and fire escapes open/clear at all times;
- Fire-fighting equipment must stay visible and accessible;
- The Organizer acknowledges having taken note of the location and instructions for use of the first aid equipment (fire extinguishers, defibrillators, etc.) provided, as well as the

location of all emergency exits (stairwells, exit doors) and the procedures for evacuating the building and alerting the fire department in case of emergency.

- Smoking, blocking exits, exceeding occupancy limits, seating in stairs, blocking emergency signage, disabling emergency lighting, or exceeding authorized sound levels are all prohibited.

BCMS may take any necessary actions in case of infraction or disturbance.

BCMS has authority over all security decisions.

PART 6 – INSURANCE AND LIABILITY

Article 14 – BCMS Liability

BCMS accepts no responsibility for any consequences, direct or indirect, of unforeseen events or force majeure that prevent or hinder execution of the Rental Contract.

BCMS is never responsible for the care, loss, or damage to materials or instruments belonging to or rented by the Organizer.

Article 15 – Organizer Liability

The Organizer undertakes to occupy the premises with due care and diligence in accordance with the legislation in force and undertakes to manage the event in an orderly manner and under his responsibility.

It is brought to the attention of the Organizer that the premises made available to the Organizer are exceptional and form part of the remarkable heritage of Belgium.

If the security of the premises, of its installations, of the public, of the staff, or of its reputation is endangered, BCMS reserves the right to refuse or to stop the event at any time.

All works aimed at embellishing, improving, or transforming the rented property, may only be executed by the Organizer, or under his responsibility, with the prior written authorization of BCMS (which may refuse it, without having to justify itself) and, where applicable, of the relevant authorities.

The Organizer is therefore responsible for the proper execution of his event and for any damage caused during the event. The Organizer is responsible for the behavior of the guests, for the damages they cause, and for the companies, equipment, or products introduced at the initiative of the Organizer. The Organizer is responsible for any damage, both in the premises of BCMS and outside thereof, caused directly or indirectly by himself, the participants, the companies engaged by him, or by anything that belongs or is linked to him. The recovery or repair costs will be fully invoiced.

The Organizer is obliged to assume, against payment, the security services, sanitary management, and cleaning of the rooms organized by BCMS for his event.

Article 16 – Insurances Held by the Organizer

The Organizer undertakes to insure and to maintain insured, for the entire duration of the Rental Agreement, through a company of acknowledged solvency, his own property, the staff he employs, as well as any fitting-out or installation that he carries out, notably against fire, explosions, water damage, and natural disasters.

The Organizer also undertakes to take out liability insurance covering the activity he practices, as well as any possible damage to the Rented Property and to the equipment made available. The policies must, moreover, cover claims by neighbors and third parties.

The Organizer must justify, at the first request of BCMS, the subscription of the said policies and the payment of the premiums related thereto. If the first request of BCMS is not satisfied, the latter reserves the right to terminate the Rental Agreement, as provided for in Article 20.2 “Termination by BCMS.”

Article 17 – Insurances Held by BCMS

In addition to the insurance that it is required to take out, where applicable, under the relevant regulations, BCMS insures the Rented Property as well as all fittings and installations of a real-estate nature with which the Rented Property is equipped at the effective date of the Rental Contrat, notably against the risks of fire, explosions, water damage, and natural disasters.

BCMS gives no guarantee whatsoever to the Organizer and assumes no liability towards the Organizer in relation to the Rented Property, except as is expressly provided for in the Rental Agreement and in the rental conditions.

PART 7 – CONTRACTUAL ASPECTS

Article 18 – Security Deposit

The Organizer undertakes to pay a deposit no later than 10 days before the date of the event into the bank account BE82 0689 3581 1668, Swift code GKCCBEBB. In the absence of any deterioration or damage whatsoever, as described in Articles 4, 5, 11, and 12 of these general conditions, BCMS shall refund the deposit in full within 15 working days following the event. The deposit for an event at the Albert Hall Brussels amounts to €2000, and for an event at the Lab62 it amounts to €1000.

Before the start of the Organizer’s installation, an inventory shall be drawn up by BCMS and signed for approval by the Organizer. The Organizer is therefore required to attend or to be represented at this inventory. If the Organizer does not attend or is not represented at the check-in inventory on the date notified by BCMS, this check-in inventory shall be carried out by the representative of BCMS and shall be deemed contradictory and enforceable against the Organizer. An exit inventory shall be carried out no later than 48 hours after the departure of the Organizer under the same conditions. The Organizer is required to attend or to be represented at this inventory. Should the Organizer fail to be present or represented on the date fixed by BCMS for the check-out inventory, this inventory shall be carried out by the representative of BCMS and shall be deemed contradictory and enforceable against the Organizer.

Any damage, rental-related, direct or indirect, or deterioration noted in the check-out inventory shall be deducted from the deposit or invoiced, as described above, for the part exceeding the amount of the deposit, including the cost of the check-out inventory, and this without the Organizer being able to raise any objection.

In addition to the foregoing, BCMS reserves the right to charge the cleaning costs of the Rented Property if, in BCMS's opinion, it is not left in a proper condition and sufficiently clean by the Organizer at the end of the rental period (as agreed in advance in the Rental Contract).

Article 19 – Cancellation, Postponement, Force Majeure

In the event of total or partial cancellation of the Rental Contract by the Organizer, the flat-rate amount of the cancellation fees is calculated from the date of receipt of the cancellation email or letter before the date of the event, as a percentage (%) of the total amount of the Rental Contract or of the partial cancellation: more than 141 days (25% of the amount), 140–91 days (50% of the amount), 90–31 days (75% of the amount), 30–0 days (100% of the amount). In any case, all amounts already paid or due as of the date of cancellation shall remain acquired by BCMS, and the amounts remaining to be paid shall be payable to BCMS within 10 days of the cancellation, without prejudice to BCMS's right to claim additional damages and interest. All commitments, costs, or expenses incurred by BCMS on behalf of the Organizer shall always remain at the Organizer's expense.

The postponement of the rental of a hall is only possible if BCMS has expressly consented to it in writing beforehand or in the event of force majeure.

BCMS shall be released from its obligations towards the Organizer and cannot be held liable for compensation in the event of force majeure such as a fire, a natural disaster, a storm, an explosion, an earthquake, an act or regulation of a public authority or a court ruling, a strike, a lockout, terrorist attacks or the consequences of attacks, an illness (epidemic, pandemic such as the Coronavirus), a lockdown, or any other form of social disorder; in the event of absence of electrical power or other essential services, failure of technical means or any similar or other cause beyond the reasonable control of BCMS. The Organizer shall not be entitled to claim damages on any grounds whatsoever.

In the event of cancellation of the Rental Contract due to force majeure or postponement requested by the Organizer, the parties shall be entitled to decide on the postponement of the event (revision of the Rental Contract), which must be executed within one year following the initial occurrence of the event. All amounts already paid or due as of the date of occurrence of the force majeure or the postponement shall remain acquired by BCMS. A credit note in this amount, valid for one year, shall be issued to the Organizer.

In all cases, the parties undertake to find an amicable solution in order to execute the Rental Contract to the maximum extent possible.

Article 20 – Termination

20.1 Termination by the Organizer

By way of exception to Article 19, concerning cultural, artistic, or relaxation activities taking place at Lab62 or at the Albert Hall in the rehearsal spaces, the termination of the Rental Contract by the Organizer must be notified by email sent to the email address info@albert-hall.com, before the beginning of the scheduled rental period. If the aforementioned notification is sent more than 7 working days before the start of the rental period provided for in the Rental Contract, the rental price shall not be due by the Organizer.

If the notification is sent less than 7 working days before the start of the rental period provided for in the Rental Contract, the Organizer shall remain obliged to pay the full rental price, the Parties agreeing on the fact that a period of less than 7 working days does not reasonably allow BCMS to find another tenant for the period concerned. Furthermore, in such case, BCMS may also claim additional damages if its loss exceeds the agreed rental price, for example due to services or steps undertaken in connection with the rental by the Organizer or at the Organizer's request.

20.2 Termination by BCMS

BCMS may terminate the Rental Contract immediately and automatically at any time, without prior notice or judicial intervention, in the event that the Organizer does not comply with the terms of these general conditions or in the case of a serious breach by the Organizer, of which the following are some examples, without this list being exhaustive: unilateral change by the Organizer of the purpose of the event, of the program, or of the speakers; failure by the Organizer to make payments within the allotted time limits; non-compliance by the Organizer with safety rules, sound regulations, or administrative obligations; declaration of bankruptcy or any similar situation of the Organizer; the existence of concrete indications of risks to security or public order; etc.

In the event of termination of the Rental Contract for serious breach by the Organizer, the Organizer shall remain obliged to pay the total price of this Contract. In any case, all sums already paid or due as of the date of cancellation shall remain the property of BCMS, and the remaining sums shall be payable to BCMS within 10 days of termination, without prejudice to BCMS's right to claim additional damages and interest. All commitments, costs, or expenses incurred by BCMS on behalf of the Organizer shall always remain at the Organizer's expense.

PART 8 – DATA, IMAGE RIGHTS, PUBLICITY, AND JURISDICTION

Article 21 – Image Rights

By renting the rooms, the Organizer expressly consents to being photographed, filmed, or otherwise visually recorded by or for BCMS. The Organizer must ensure all participants (and guardians for minors) sign the relevant image rights authorization. Recordings may be used for promotional, advertising, or informational purposes on any medium (press, posters, leaflets, digital, etc.), in any format (TV, website, social media, etc.), unless prior written objection is made. Organizers or guests may exercise their right to object or withdraw in writing, and BCMS will remove or anonymize content where possible.

Article 21.1 – For promotional purposes

These media may be used for promotional, advertising, or informational purposes on any medium (press, poster, leaflet, digital, analog, etc., without limitation of quantity) and for any type of distribution (television, website, social networks, etc.), unless prior written opposition has been expressed.

The Organizer or its Guests may, at any time, exercise their right of opposition or withdrawal by notifying the event manager in writing. In such case, BCMS undertakes to remove or anonymize the media concerned to the extent possible.

Article 21.2 – For security purposes – video surveillance

For security reasons, the premises are partially equipped with a video surveillance system. The cameras are installed in a visible manner in the common areas (entrances, corridors, exterior surroundings) and do not film under any circumstances private spaces such as toilets or changing rooms.

Recordings are kept for a maximum period of 30 days, except in the event of an incident requiring longer retention (theft, damage, etc.).

Access to the recorded images is strictly limited to the venue manager or, where applicable, to the competent authorities.

In accordance with the legislation in force (GDPR and the Camera Act of 21 March 2007), persons present may exercise their right of access and/or deletion and/or objection in relation to the images concerning them, by making a written and duly justified request to the following address: info@albert-hall.com.

By signing the Rental Contract, the tenant acknowledges having been informed of the existence of this system and accepts its conditions.

Article 22 – Personal Data Protection (GDPR)

Personal data of the Organizer may be collected and processed, such as name, address, contacts, ID and billing data, exclusively for:

- administrative and contract management;
- billing/accounting;
- regulatory and tax compliance;
- premises security (including CCTV).

Data is kept for as long as necessary for these purposes or as required by law.

In accordance with the General Data Protection Regulation (EU 2016/679), the Organizer shall at all times have the following rights:

- the right of access to their personal data;
- the right to rectification or erasure;
- the right to restriction of or objection to processing;
- the right to data portability.

Any request relating to the exercise of these rights may be submitted in writing to info@albert-hall.com.

The Organizer acknowledges having been informed of these rights and consents to this data processing within the framework of the contractual relationship.

Article 23 – Publicity

The Organizer wishing to advertise the activity held in the rooms as per the Rental Contract must prevent any confusion with BCMS-organized activities.

The Organizer must always specify that the activity is “at the premises of Albert Hall Brussels or LAB 62” and not “at Albert Hall or LAB 62”.

The Organizer must never mention BCMS’s contact details in their ads or communications.

Article 24 – Amendments

Any amendment to these terms must be made in writing and with both parties’ agreement.

Article 25 – Electronic Signature

The BCMS General Terms and Conditions and the Rental Contract (including its annexes) may be executed by means of an electronic signature (within the meaning of Article 3(10) of Regulation (EU) No. 910/2014), and neither party may claim that the General Terms and Conditions and the Rental Contract (including its annexes), or any part thereof, are invalid or unenforceable solely on the ground that (i) they have been executed by means of an electronic signature, or that (ii) such electronic signature does not meet the requirements of an advanced electronic signature (within the meaning of Article 3(11) of Regulation (EU) No. 910/2014) or a qualified electronic signature (within the meaning of Article 3(12) of Regulation (EU) No. 910/2014).

Article 26 – Jurisdiction

Any protest is inadmissible unless sent by registered mail within 8 days of the invoice. All disputes between BCMS and the Organizer are subject to the courts of the French-speaking district of Brussels. Belgian law applies.

Article 27 – Permits and Taxes

If permits are required, the Organizer is solely responsible for obtaining them in due time from all competent authorities, particularly the Commune of Etterbeek or Montgomery Police. The Organizer must present them at BCMS’s request.

The Organizer alone is responsible for complying with copyright and intellectual property rules, including declarations and payments to relevant bodies, such as SABAM (www.sabam.be) or UNISONO (www.unisono.be).

BCMS is not responsible for failures to comply or any consequences thereof.