
General conditions for the provision of rooms and services by Albert Hall Brussels.

By signing the hire contract, the Organiser expressly declares that he accepts the application of these general conditions. In the event of any contradiction with the clauses of the contract, the latter shall take precedence over the general conditions.

Article 1: Room hire and related services.

The rooms of the Albert Hall Brussels are marketed by BC Management Services SRL (hereinafter referred to as BCMS), for the occasional organisation of professional or private events (conferences, seminars, training courses, cocktail parties, etc.). In addition to room hire, BCMS also offers various services such as cloakroom services, security services, cleaning services, as well as the hire of equipment related to the event being organised, such as audio-visual equipment, the hire of tables and chairs, etc. A contract details and specifies the hire and services requested by the hirer of the rooms for the event concerned (hereinafter referred to as the Organiser). It also describes the planned event and its schedule (including set-up and dismantling).

PS: Due to economic conditions, BCMS reserves the right to increase its prices up to three months before the date of the booked event. Clear and precise communication will be provided to the Organiser, who will have the option of cancelling the event at no cost.

Article 2: Purpose

The Organiser undertakes not to carry out any activities in the spaces other than those covered by the purpose defined in the contract. Sub-letting is prohibited.

Article 3: Opening hours of the hall and services.

The times at which the room and services are available are indicated in the contract. The Organiser is asked to adhere scrupulously to these times. If this is not the case, BCMS may charge an additional fee at the hourly rate of the members of staff present, which is specified in our general price list that will have been sent to the Organiser.

Article 4: Facilities and technical equipment

The rooms are made available with basic lighting, heating, ventilation and room and technical equipment as defined with the BCMS contact person in the last offer accepted by return e-mail by the Organiser.

The Organiser will immediately report any damage to the premises, installations or equipment made available. Any repair of damage to the premises, technical installations or equipment made available or any restoration required will be carried out by BCMS, at the Organiser's expense (refurbishment or replacement value). BCMS technical installations may only be used and handled by or under the supervision of BCMS personnel.

Article 5: Hire and connection of additional technical equipment

Additional technical equipment may only be hired from BCMS approved suppliers (the list is available from the contact person). The Organiser wishing to hire additional technical equipment or services must contact one of the BCMS approved suppliers directly, as shown on the official list, and conclude a separate contract with the latter. The BCMS remains a third party and is therefore completely independent of this contract and can in no way be held responsible in the event of default by the supplier. The BCMS has the right to refuse to connect external equipment to its infrastructure if it finds that certain equipment is manifestly unsuitable and may cause damage. The Organiser who, in this case, has clearly ordered an unsuitable installation or an inadequate service, will remain liable to pay the agreed sum(s) in full (rental price of the equipment in question and related services). The Organiser is liable for any damage caused by the connection of technical sound, light or projection equipment belonging to a third party to the BCMS installation.

Article 6: Validation of the room capacity and organisation of the event.

All arrangements for the organisation of the event and the layout of the rooms must be approved by BCMS at least 15 days before the event, without this approval engaging the responsibility of BCMS in any way whatsoever.

This approval concerns in particular and in a non-limitative way :

- room capacity (see below);
- any pyrotechnic effects (any flame is prohibited by BCMS);
- hanging elements from ceilings and hanging points ;
- decor, drapery and decorative elements ;
- the configuration of the premises ;
- chair or podium arrangements in the rooms ;
- the location of caterers and their back offices;

- electricity consumption ;
- lighting or heating equipment ;
- the use of gas cylinders in the kitchen

All decorations, drapery, woodwork or other elements of decor or equipment used during the event must be fireproof. The Organiser will be billed for any damage resulting from these arrangements. The use of confetti, glitter, etc. is prohibited in the rooms managed by the BCMS. If this rule is not respected, a lump sum of €750 will be deducted from the guarantee.

In the environmental permit PE435PLP, granted on 31/01/2017 by the municipality of Etterbeek, the maximum gauges of our rooms are:

- Roseland room : 362 seats
- Albert room: 760 seats
- Chaplin room: 240 seats

BCMS may review the capacity of the rented premises in the light of the room layouts planned by the Event Organiser. The capacity (maximum capacity of the rented premises) is communicated to the Organiser on the basis of the configuration envisaged by the Organiser, who is required to respect it. If this is not the case, the Organiser will be held liable and may be required to pay an additional invoice. During the event, if the capacity is reached, the BCMS security service may refuse access to new arrivals.

Article 7: Booking and deposit.

All bookings are considered firm and definitive once two cumulative conditions have been met: signature of the contract and payment of the deposit or deposits set within the prescribed period(s). Advance payments must be transferred to BCMS SRL bank account number BE82 0689 3581 1668, quoting the contract number, by the date stated on the invoice at the latest.

Consequently, any booking for which the deposit or deposits requested have not been received by the contractually agreed deadline(s) will be considered null and void and BCMS reserves the right to refuse access to the Organiser and to terminate the rental contract. The Organiser will then not be entitled to any compensation for any loss suffered as a result of the cancellation of its event. Any deposits already received will remain the property of BCMS by way of compensation. Proof of payment of deposits will be provided by statements from the aforementioned BCMS bank account.

An initial deposit of 60% of the cost of the room reservation will be invoiced on confirmation of the rental contract. A second invoice of the balance of the estimated budget, must be paid 15 days before the event.

Our contract is fixed taking into account the rooms hired and the related services, some of which depend on the number of participants indicated by the Organiser and known at the time the contract is signed. If, between the time of entering into the contract and the event, the Organiser requests other services or if the number of participants significantly exceeds the forecast, certain supplements may be added to the initial estimate, and will be confirmed to the Organiser. If the number of participants does not reach the forecast, the full number announced will be invoiced, regardless of the actual number of participants. The balance between the initial rental contract and the final amount of the rentals and services finally provided must be transferred on the final date mentioned on the final invoice sent by BCMS after the event.

Article 8: Billing

The invoice is sent to the Organiser, who is responsible for paying it within the stipulated period. Invoices are payable in cash. Any dispute relating to an invoice must be sent to BCMS by registered post within eight days.

In the event of non-payment within 15 days of the invoice being sent, the amount due will be increased by a fixed penalty of 10% of the amount of the invoice concerned (with a minimum of €500) in the event of a formal notice being sent. In addition, the said invoice will be increased by default interest at the rate stipulated by the law of 2 August 2002 concerning the fight against late payment in commercial transactions.

Article 9: Loading and unloading times.

The Organiser, its subcontractors and suppliers may only access the rented premises at the times specified in the lease contract. No loading or unloading is permitted between 10:00 pm and 7:00 am. Any equipment remaining on the premises must be stored in the office before the rooms are vacated and must be removed the day after the event between 07:00 and 09:00. Unless otherwise agreed in writing by the Lessor, anything left on the premises by the Organiser, its suppliers or sub-contractors will be considered to have been abandoned and removed at the Organiser's expense, and the Organiser will remain solely responsible.

Article 10: Kitchen

It is strictly forbidden to cook outside the kitchens. Only reheating on a bain-marie is permitted indoors.

Waste, rubbish and rubbish bins must be removed by the Organiser, its subcontractors or suppliers. Any waste not removed will be invoiced to the hirer at the rate of five euros per bag.

The caterer will be required to return the kitchen in the same condition as it was when he left, failing which the BCMS will charge him a cleaning fee of €450.

Article 11: Acoustic standards and sound, lighting and video equipment

The technical equipment (sound, lighting, video) must comply with all existing standards and regulations and be used accordingly. The use of subwoofers and frequencies below 100 Hz is prohibited. Loudspeakers must be suspended or isolated from the floor.

The Organiser undertakes to comply with the provisions of the royal and regional decrees relating to the setting of acoustic standards for the broadcasting of amplified sound in public and private establishments. The Organiser is solely responsible for compliance with these standards.

Throughout the **Albert Hall Brussels**, with the exception of the Roseland room, only category 1 sound levels <85dB are permitted.

In the **Roseland Room**, the authorised noise level is category 2 < 95dB(A). It must be displayed by BCMS continuously and legibly throughout the event and must be recorded from midnight onwards. This recording will be kept by BCMS for 30 days following the event.

In the event of non-compliance with the terms and conditions described above or with any new legislation in force relating to amplified sound, the BCMS reserves the right, in its capacity as operator of the establishment, to take all necessary measures during the event (including the reduction of the sound system or even the immediate cessation of the event) and reserves the right to claim damages for the loss suffered.

Article 12: Responsibility of the Organiser

The premises made available to the Organiser are exceptional and form part of Belgium's remarkable heritage. The Organiser undertakes to occupy the premises as a "good father of the family" in accordance with the laws in force and undertakes to ensure that the event takes place in an orderly fashion and under his responsibility. If there is a risk of endangering the safety of the building, its installations, the public, the staff or its reputation, BCMS reserves the right to refuse the event at any time or to stop it taking place.

The Organiser is therefore responsible for the smooth running of his event and for any damage occurring during it. The Organiser is responsible for the behaviour of guests, for any damage they may cause, and for any companies, equipment or products introduced at the Organiser's initiative. The Organiser is responsible for all damage caused, both on and off the BCMS premises, directly or indirectly by himself, the participants, the companies he has called upon or by anything belonging to or connected with him. The costs of repair or restoration will be invoiced in full. The Organiser is obliged to take on, in return for payment, the security service, the lady of the course and the cleaning service organised by BCMS for his event. The Organiser will take out, at its exclusive expense, the insurance policy(ies) it deems necessary for this purpose. BCMS reserves the right to request a copy.

Article 13: Authorisations and taxes

If authorisations are required for the event, the Organiser is solely responsible for obtaining them within the required time limits from all the competent authorities, in particular from the Etterbeek municipality or the Montgomery police zone. The Organiser must be able to produce these authorisations at the request of BCMS.

The Organiser is responsible for declarations, obtaining authorisations and paying taxes relating to the planned activity, particularly in the case of shows or musical evenings (Sabam, etc.). BCMS shall not be held responsible for any failure to do so or for the consequences thereof.

Article 14: Health and safety standards

The Organiser and its suppliers and subcontractors shall comply with all existing and applicable rules relating to safety, police, fire risks and public health. In this respect, and without this list being exhaustive :

- Entrance doors, exits and emergency exits must remain open and unobstructed throughout the event.
- All fire-fighting equipment will remain visible and easily accessible.
- The Organiser acknowledges that he is aware 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 brigade in the event of a disaster.
- It is forbidden to smoke throughout the Albert Hall Brussels, to block or obstruct the emergency exits, to exceed the tolerated gauges, to place members of the public on the staircases, to obstruct the safety signs, to switch off or obscure the emergency lighting systems, to exceed the tolerated noise level thresholds.

BCMS reserves the right to take all necessary measures in the event of any breach or disturbance of the peace.

Article 15: Guarantee

The Organiser undertakes to pay a guarantee of €2,000 no later than 10 days before the date of the event. In the absence of any deterioration or damage whatsoever, as described in articles 4, 5, 11 and 12 of these general conditions, the complex will return the guarantee in full within 15 working days of the event. Before the start of the Organiser's installation, an inventory of fixtures will be drawn up by BCMS and signed for approval by the Organiser. Any damage or deterioration will be deducted from the guarantee or invoiced, as described above, for the part exceeding the amount of the guarantee.

Article 16: Cancellation, postponement and force majeure

Any cancellation by the Organiser must be notified in writing. In the event of cancellation less than three months before the planned date, the deposit will be retained as a flat-rate cancellation fee. In the event of cancellation more than three months before the scheduled date, one third of the deposit will be refunded to the Organiser.

Postponement of the hire of the room is only possible if BCMS has explicitly agreed to this in writing beforehand or in the event of force majeure. In the latter case, the amount already received by BCMS will remain in its position. A voucher equivalent to this amount, valid for one year, will be issued to the Organiser.

Article 17: Exclusive right of BCMS to the final decision.

As the person responsible for the building, BCMS always has the exclusive right to make the final decision on the safety measures to be implemented and how they are to be carried out.

Article 18: Territorial jurisdiction and applicable law.

Any dispute between BCMS and the Organiser is subject to the jurisdiction of the courts of the district of Brussels. Belgian law is applicable.