



General Terms and Conditions BCN

May 2023

Article 1: Applicability

1. These General Terms and Conditions apply to every quotation, offer, and/or Agreement (however named) between BCN B.V. and a Client. An Agreement comes into effect at the moment of signing a written Agreement by both parties and confirmation by BCN. If the Agreement is established through BCN's website, it is considered a valid Agreement only when BCN has confirmed its establishment in writing (including "digitally") to the Client.
2. Deviations from these General Terms and Conditions are only valid if expressly agreed upon in writing between BCN and the Client.

Article 2: Definitions

BCN: the private company with limited liability "BCN B.V."

Participant: the natural person who is part of a group of Clients.

Catering arrangement: the catering arrangement consisting of lunch or dinner that has been taken by the Client.

Quotation: a written offer from BCN for the provision of services as described in that offer. After written approval by the Client of BCN's quotation and confirmation by BCN, an Agreement is concluded.

Client: any party with whom BCN enters into an Agreement.

Option/Optional reservation: a (written) request from the Client for the rental of a room which, unless otherwise agreed, automatically expires in the absence of a timely conversion into a Reservation.

Agreement: the (written) agreement (however named) between BCN and the Client.

Force Majeure: any circumstance independent of the will of the parties that entirely or partially, permanently or temporarily prevents the performance of the Agreement. This includes, among other things, measures by government authorities (e.g., related to pandemics) or by a competent supervisor, serious disruptions in BCN's business such as strikes, fire and/or smoke formation, power outages, and excessive absenteeism (e.g., due to pandemics), as well as the impossibility of performing the Agreement due to the default of BCN's suppliers or persons or entities engaged by BCN to execute the Agreement.

Reservation: a room definitively booked based on an Agreement.

Reservation date: the booking date reserved by the Client at BCN.

Reservation value: the total expected turnover of the Reservation, including any VAT.

Article 3: General rights and obligations

1. BCN is entitled to terminate the Agreement at any time without notice if the Client and/or Participant violates the house and/or behavioral rules or otherwise behaves in a way that disrupts the order and peace in BCN's premises and/or its normal operation. In such cases, the Client and/or Participant must leave BCN's premises upon the first request. If the Client does not fully comply with all its obligations under the Agreement towards BCN in any other way, BCN is entitled to suspend the services. BCN will only exercise these powers if the nature and seriousness of the violations committed by the Client and/or Participant give BCN sufficient reason to do so in its reasonable judgment.



2. The Client and/or Participant is obliged to comply with BCN's house and behavioral rules and to follow the reasonable instructions of BCN (staff). Reasonable instructions may be given orally.
3. The Client and/or Participant is obliged to cooperate with reasonable requests from BCN in the context of its legal obligations regarding, among other things, safety, identification, food safety/hygiene, and noise reduction.

Article 4: Prices

1. BCN works with Room Prices and Package Prices. Room Prices are prices exclusive of catering/lunch and inclusive of gas, water, electricity, and VAT (where room rental is a VAT-exempted service). Package Prices are prices inclusive of catering/lunch, gas, water, electricity, and VAT (where room rental is a VAT-exempted service) calculated per person based on the number of Participants specified by the Client.
2. BCN allocates rooms based on the actual number of Participants present on the Reservation date.
3. The applicability of VAT depends on the relevant legal provisions. If changes in these legal provisions result in a different VAT rate/application, this will be implemented in the prices charged by BCN.
4. As part of its services, BCN offers parking facilities at its locations. This includes both self-managed parking and parking managed by third parties. Regarding third-party parking facilities, if these third parties increase their rates, BCN can pass on this price increase to the Client, even for arrangements that include parking costs, upon providing evidence by BCN of the relevant price increase by third parties.
5. Interim cost-increasing factors (including, but not limited to, purchase prices, exchange rates, wages, taxes, duties, charges, and freight) that occur after the conclusion of the Agreement may, in exceptional situations (to be determined by BCN), be passed on to the Client by BCN.

Article 5: Cancellation

1. In the event of cancellation of a group of up to 30 Participants by the Client before the Reservation date, BCN is entitled to charge a portion of the Reservation value to the Client according to the following scale:
 - a. In case of cancellation up to 2 weeks before the Reservation date, the Client can cancel free of charge.
 - b. In case of cancellation from 2 weeks to 1 week before the Reservation date, the Client is obliged to pay 50% of the Reservation value to BCN.
 - c. In case of cancellation from 1 week to 2 days before the Reservation date, the Client is obliged to pay 75% of the Reservation value to BCN.
 - d. In case of cancellation from 2 days before the Reservation date, the Client is obliged to pay 100% of the Reservation value to BCN.
2. The Client can cancel Participants from a group of up to 30 Participants free of charge up to 3 days before the Reservation date. BCN will not charge any fees for those Participants.
3. In case of cancellation of Participants from a group of up to 30 Participants from 3 days before the Reservation date, the Client is obliged to pay 100% of the Reservation value to BCN.
4. In the event of cancellation of a group of 30 Participants or more by the Client before the Reservation date, BCN is entitled to charge a portion of the Reservation value to the Client according to the following scale:



- a. In case of cancellation up to 90 days before the Reservation date, the Client is obliged to pay 10% of the Reservation value to BCN.
 - b. In case of cancellation between 89 days and 60 days before the Reservation date, the Client is obliged to pay 15% of the Reservation value to BCN.
 - c. In case of cancellation between 59 days and 30 days before the Reservation date, the Client is obliged to pay 35% of the Reservation value to BCN.
 - d. In case of cancellation between 29 and 14 days before the Reservation date, the Client is obliged to pay 60% of the Reservation value to BCN.
 - e. In case of cancellation between 13 days and 7 days before the Reservation date, the Client is obliged to pay 85% of the Reservation value to BCN.
 - f. In case of cancellation from 7 days before the Reservation date, the Client is obliged to pay 100% of the Reservation value to BCN.
5. The Client can cancel Participants from a group of 30 Participants or more free of charge up to 14 days before the Reservation date. BCN will not charge any fees for those Participants.
- a. In case of cancellation of Participants from a group of 30 Participants or more, between 14 and 7 days before the Reservation date, the Client is obliged to pay 25% of the Catering arrangement of the canceled Participants to BCN.
 - b. In case of cancellation of Participants from a group of 30 Participants or more, between 6 and 3 days before the Reservation date, the Client is obliged to pay 50% of the Catering arrangement of the canceled Participants to BCN.
 - c. In case of cancellation of Participants from a group of 30 Participants or more, from 3 days before the Reservation date, the Client is obliged to pay 75% of the Catering arrangement of the canceled Participants to BCN.
6. If (the group of) a Client does not arrive within half an hour after the agreed time, the Client is deemed to have canceled, and the Client is obliged to pay the full Reservation value to BCN.

Article 6: Payment

1. Invoices from BCN must be paid by the Client within 14 working days after the invoice date. If the amount due is not credited to BCN's account within 14 working days, BCN has the right to charge statutory commercial interest and extrajudicial collection costs.
2. Unless otherwise agreed in writing, the Client must have paid the full Reservation value before the Reservation date, failing which the Client may be denied access to BCN's locations.
3. All costs are invoiced directly to the Client unless otherwise agreed with the Client. If certain costs are to be passed on to individual Participants, BCN will charge administration costs of €15.00 per separate invoice.

Article 7: Options and changes

1. The Client can take an Option, without obligation, for a group of up to 30 Participants up to 2 weeks before the Reservation date. If the Option is not converted into a Reservation in writing by the Client at least 2 weeks before the Reservation date, the Option automatically expires, and no appeal can be made to BCN. For a group of 30 Participants or more, the Client can also take an Option without obligation; however, the Option is not valid for more than 30 days from the moment BCN provides a Quotation (with mention of the Option) to the Client. A longer period may be agreed in writing between the parties. This period will then be included in the Quotation. If the Option is not converted into a Reservation within this 30-day period (or longer if agreed in writing), the Option automatically expires, and no appeal can be made to BCN. If BCN receives another request during an ongoing Option, BCN will contact the



Client, and the Client has 24 hours to convert the Option into a Reservation, failing which the Option expires irrevocably.

2. BCN is entitled to change the booked room(s) depending on the size of the group and the nature of the Reservation.
3. If (as part of a Reservation) hotel rooms are reserved by the Client, the Client must provide details of the Participants who will use the hotel rooms no later than 2 weeks before the Reservation date.

Article 8: Liability

1. The Client is liable for all damage caused by itself or by a Participant to the premises and/or property and/or materials of BCN. The Client is also liable for all damage to BCN caused by a attributable failure to fulfill the Agreement.
2. BCN's liability is in all cases limited to compensation for direct damage (liability for indirect damage, including consequential damage, delay damage, loss of profit, and/or lost revenue, is therefore excluded). Furthermore, it must be noted that the amount of the compensation obligation is limited to the total amount paid by the Client to BCN during the calendar year in which the damaging event occurred. BCN's compensation obligation shall in no event exceed the amount actually paid by BCN's insurer.
3. BCN is in no way liable for damage arising from improper use of the rooms or the equipment provided therein.
4. Any claims by the Client expire after one year from the moment they arise.

Article 9: Force Majeure

1. None of the Parties will be liable if there is a failure due to Force Majeure. In the event of Force Majeure, parties are entitled to suspend their obligations under the Agreement, with the party in Force Majeure immediately notifying the other party of the Force Majeure situation. In the event that the situation causing Force Majeure lasts longer than 3 (three) months, either party is entitled to unilaterally terminate the Agreement in whole or in part by means of a written notification to the other party, without the Parties being obliged to pay any compensation to each other.

Article 10: Personal Data

1. BCN processes personal data provided by the Client in accordance with the GDPR, as further elaborated in BCN's Privacy Policy. The Client guarantees that the data subjects, whose personal data is provided, have been informed about the processing of their data by BCN.

Article 11: Contact

1. For specific requests (not covered by already concluded Agreements), BCN will provide a quote as soon as possible. The relevant contact details for BCN Reservations are (by phone) +31 (0)30 2 567 391 and (by email) reserveringen@bcn.nl. If the requester already has an Agreement with BCN, they can contact the respective BCN account manager.

Article 12: Final Provisions

1. Dutch law exclusively applies to these General Terms and Conditions and the Agreement. All disputes related to or arising from these General Terms and Conditions and the Agreement will be exclusively submitted to the competent court of the District Court of Central Netherlands.



2. The (whole or partial) invalidity or unenforceability of one or more provisions of the General Terms and Conditions does not affect the validity or enforceability of the remaining provisions. If a provision is found to be invalid or unenforceable, BCN and the Client will replace the invalid or unenforceable part with a provision that is valid and enforceable and whose legal effects, considering the content and purpose of the relevant provision, correspond as much as possible to those of the invalid or unenforceable part of this provision.
3. BCN is entitled to unilaterally amend these General Terms and Conditions. In such a case, BCN will inform the Client in a timely manner about the changes. There will be at least one month between this notification and the entry into force of the amended terms.