

GENERAL TERMS



info@silobrussels.be - www.silobrussels.be - Meudon street 54 - 1120 Brussels

FABRICE

+32 478 51 10 73

RAF

+32 477 60 40 06

SERGE

+32 475 25 45 02

GENERAL TERMS AND CONDITIONS

AREA OF APPLICATION

These general terms and conditions supplement the contract (hereinafter, the Agreement) between SILO BRUSSELS sprl (hereinafter, SILO) and the customer (hereinafter, the Customer) for all services rendered or products provided by SILO, excluding particular conditions specific to the Customer. No derogation from these general terms and conditions will be permitted without the prior written consent of SILO. Failure to implement a clause set out in these general terms and conditions shall not be construed as SILO's waiver of reliance on it.

By signing the order form, the Customer acknowledges having read and accepted each clause of these general terms and conditions.

TERMS OF USE

The Customer alone assumes full responsibility for the event organized (hereinafter, the Event), fully discharging SILO. SILO is only liable for its own gross negligence, fraud or wilful misconduct. In no event shall SILO be liable for indirect damages such as loss of income, damage to image, damage to third parties, etc.

The Customer:

THE CUSTOMER:

- Is solely responsible for obtaining any authorizations necessary for the holding of the Event, without recourse against SILO in case of refusal;
- Acknowledges having received the locations provided (hereinafter, the Premises) in perfect condition, with the latter to report any possible problem or malfunction in writing and without delay (before the beginning of the Event, in any case);
- Undertakes to take care of the Premises with due diligence, including by only using removable and detachable decorations;
- Is obliged to bring any consumables that may be needed during the realization of the Event;
- In the Premises, is prohibited from (and undertakes to prohibit) (i) the use of gas, (ii) attaching or placing notices or objects of any kind on the floor, walls, doors, draperies and other fixtures, (iii) any use of flammable material (streamers, garlands, candles, etc.), and (iv) any use of cigarettes or illegal substances;

- Undertakes to obtain SILO's prior written consent for the installation of equipment or temporary constructions (tents, stands, etc.) in the Premises or on their surrounding area, and, if requested by SILO, undertakes to use a specialized risk prevention service;
- Is required to ensure that anyone that accesses the Premises avoids any carelessness that could affect personal safety or that of others or that could damage the Premises;
- Is solely responsible for any damage caused by additional equipment or the use of inappropriate consumables;
- Undertakes to respect (i) the neighbourhood, in terms of cleanliness and noise pollution and (ii) any applicable regulations in connection with the organization of all or part of the Event;
- Is solely responsible for the caterer, the service providers and their possible subcontractors in the context of the Event, for whom it guarantees (i) their compliance with these general terms and conditions in relation to the Premises, and (ii) compliance with any regulations applicable to them in the context of the organization of all or part of the Event;
- Is required to use a security service for any event of more than 200 people or that would extend beyond 10:00 p.m.;
- Undertakes to pay any fees due to SABAM, and to take exclusive responsibility for any taxes or duties arising from the Event;
- Acknowledges that SILO cannot be held responsible for damage, theft or loss of property belonging to the Customer or to third parties;
- Undertakes to leave the Premises entirely free and clear at the end of the Event (e.g. removal of material brought, debris and waste, boxes, cartons, rubbish bins, packaging and other waste, etc.);
- Acknowledges having been notified that SILO's offer includes the normal cleaning cost for the Premises, and agrees that if additional cleaning is required after the Event (such as special scrubbing or treatment of surfaces), this will be done by SILO and the cost price may be invoiced by SILO.



SILO :

- Undertakes to equip the various Premises with measuring devices as well as signage and equipment pursuant to any applicable regulations regarding the organization of events;
- Undertakes to provide the electricity required for normal operation of the Premises as well as the heating of the Premises, with the Customer to take the necessary measures if its needs exceed normal requirements, in agreement with SILO;
- Undertakes to notify the Customer without delay in case of force majeure in the event that SILO becomes unable to meet all or part of its obligations; in this case, the Customer accepts that SILO's liability is limited to reimbursing the deposit paid by the Customer (50%), to the exclusion of any other damage;
- Denies any liability in case of accident caused by the Customer or by third parties;
- Reserves the right to terminate the Agreement immediately and without compensation (i) in the event of any breach by the Client of the obligations set out in the Agreement, and/or (ii) if the Event constitutes or threatens to constitute harm to public order, morality or security (e.g. if the maximum capacity authorized for the Premises is exceeded)

INSURANCES

The Customer undertakes to take out all the types of insurance necessary or useful for the Event and to subscribe to third-party liability organizer insurance at the very least. The equipment provided by the Customer is not covered by SILO's insurance (theft, damage, etc.). The Customer is not required to subscribe to fire insurance, since SILO is validly insured and the policy contracted provides for a waiver of recourse to the Customer in the event of a claim.

PAYMENT TERMS

A deposit invoice of 50% of the total amount of the offer shall be issued upon signature of the Agreement.

A second invoice of 50% of the amount of the offer shall be issued two months before the event.

A final invoice shall be issued at the end of the Event. It shall cover variable additional costs (heating, electricity, staffing, etc.).

The invoices are payable 30 days from the invoice date, at the registered office of SILO or the financial institution mentioned on the invoice.

Pursuant to Article 1139 of the Civil Code, receipt of the invoice legally constitutes formal notice to the debtor by the mere expiry of the term, without separate documentation being required. Any invoice remaining unpaid at the end of its term shall automatically incur interest at a rate of 1% per month until the date of payment, in addition to an agreed penalty clause of 15%, with a €250 minimum. In the event of an unpaid invoice, in whole or in part, SILO reserves the right not to give access to the Premises within the framework of the Event, without prejudice to SILO's right to consider that the Customer alone has wilfully elected to have the Agreement terminated.

TERMINATION CONDITIONS

In case of the Customer's termination of the Agreement more than ninety calendar days before the Event, the Customer undertakes to compensate SILO with a fixed amount of 50% of the agreement price, in addition to reimbursing SILO for all costs incurred up to the date of cancellation.

In case of termination of the Agreement by the Customer between sixty and ninety calendar days before the Event, the Customer undertakes to compensate SILO with a fixed amount of 75% of the agreement price, in addition to reimbursing SILO for all costs incurred up to the date of cancellation.

In the event of termination of the Agreement by the Customer less than sixty calendar days before the Event, the Customer undertakes to compensate SILO by paying the full price of the agreement concluded.

MISCELLANEOUS PROVISIONS

The Customer's claims relating to products provided and/or services rendered by SILO are only admissible if communicated by registered letter within five calendar days following the Event.

The possible invalidity of a clause in these General Terms and Conditions does not affect the validity of the other provisions. In such a case, the aforesaid provision(s) shall be deemed not written, with the parties negotiating a replacement thereof, in good faith, of a lawful clause that produces legal and economic effects as closely as possible to the invalid clause.

In case of a dispute relating to the interpretation or implementation of the Agreement, the French-speaking Enterprise Court of Brussels shall have sole jurisdiction, with Belgian law applying to the exclusion of any other law.