



General Terms and Conditions

1. Definitions

"We," "us," and "our" refer to Downtown Europe SRL or the "Vendor", a professional congress organizer and event organizer company.

"Client" refers to the party engaging our services for congress or event planning.

"Event" refers to the congress, conference, seminar, trade show, or any other gathering organized by us on behalf of the client.

2. Services

2.1. We agree to provide professional congress and event organization services to the client as outlined in the agreement between the parties.

2.2. The client acknowledges that the specifics of the event, including its date, location, and scope, will be agreed upon in writing before commencement of services.

3. Invoicing

2.1. Without prejudice to previous invoicing and the collection of amounts, the Vendor will establish a total invoice based on the contracts, addenda and any additional purchase orders within 10 days of the end of the event. No objections or disputes on the services provided and invoiced by the Vendor will be considered after a period of 15 days from the mailing date to the Client of the total invoice.

Any objection by the Client must be sent to the Vendor by registered letter with acknowledgement of receipt during this period.

2.2. Unless otherwise specifically stipulated, all the Vendor's invoices must be payable in upon receipt, with no discounts. Invoices are payable in euros, to the Vendor's bank account. All expenses related to any method of payment are to be paid exclusively by the Client.

2.3. Any delay in payment at an invoice deadline will result, ipso jure and with no need for prior notification, in the application of a late interest charge of 1% per month commenced until full payment, as well as the payment of a lump sum compensation equal to 10% of the invoice concerned (with a minimum of €500 per event).



4. Insurance

4.1. We shall maintain comprehensive general liability insurance, including coverage for property damage, bodily injury, and professional errors and omissions, with minimum coverage limits as required by applicable laws.

4.2. The client is responsible for securing event cancellation insurance, as well as any other insurance specific to the event, and shall provide us with proof of such insurance.

5. Cancellation and Refunds

5.1. Cancellation policies, including penalties and refund procedures, shall be set forth in the agreement between the parties.

5.2. We reserve the right to cancel the event due to reasons beyond our control, such as acts of God, natural disasters, or other force majeure events, and shall not be liable for any resulting losses incurred by the client.

6. Responsibilities

6.1. The client's responsibilities include providing accurate and timely information, approvals, and necessary documentation required for the successful planning and execution of the event.

6.2. We shall make reasonable efforts to meet the client's expectations and objectives as outlined in the agreement.

6.3. The client is responsible for ensuring the safety and security of event attendees, including compliance with all applicable laws, regulations, and permits.

7. Liability and Indemnification

7.1. We shall not be held liable for any loss, damage, or injury that may occur during the event unless caused by our gross negligence or willful misconduct.

7.2. The client shall indemnify and hold us harmless from any claims, damages, or liabilities arising out of or related to the event, including but not limited to claims by third parties.

8. Force Majeure

8.1. The Vendor may not be required to pay compensation in the case of force majeure or of an act of God as defined in Article 1148 of the Civil Code and as generally recognized by Belgian courts and tribunals.



8.2. In the event of administrative closing imposed by serious events and/or strongly recommended by an authority having security and administrative police powers, the Client will be refunded any deposits paid, except for any expenses incurred by the Vendor to prepare the event.

8.3. In the event of force majeure, including but not limited to natural disasters, acts of terrorism, labor strikes, government actions, or any events beyond the control of the Vendor that make it impossible to perform the contracted services, the Vendor shall not be held liable for any resulting losses incurred by the Client.

8.4. If force majeure occurs, the Vendor will make reasonable efforts to mitigate the impact on the event, and the parties shall work together in good faith to reschedule the event or explore alternative arrangements.

9. Confidentiality

9.1. Both parties agree to keep confidential any proprietary information shared during planning and executing the event.

10. Client Liability

10.1. The Client is solely liable for its event with respect to participants, exhibitors, service providers commissioned by it, visitors, guests, any third party, any authority as well as with respect to the Vendor; and it is responsible for ensuring the provisions stipulated by this contract are respected and for publishing them. Consequently, it must ensure that the purpose of its event complies with the legislation and regulations in force. It will personally ensure that it obtains the necessary permits to hold its event and primarily, without this list being exhaustive, the sale of alcoholic or non-alcoholic beverages, late opening of the event, and the playing of music, by making the necessary applications to SABAM, and the availability of the intellectual property rights, trade names, brands, etc., used as part of the event. It must prove that it has obtained these authorizations, in writing, to the Vendor one month prior to the opening of the event, at the latest. The Client retains sole penal and civil liability for the consequences of any missing authorizations, and it may not seek to claim the liability of the Vendor for any reason. It agrees on the other hand, to release and hold harmless the Vendor from all damaging consequences which could result for it, from the non-respect of the above-mentioned provisions.

11. Vendor Liability

11.1. The Vendor guarantees the conformity of its premises, installation, and its provision of additional services in accordance with the contract(s). The Client will check this conformity prior to use. No claim may be made once the equipment has been used or the services performed.

11.2. The premises will be provided to the Client in perfect working condition and with a perfect appearance. Any deterioration observed following the event will be invoiced to the Client. A joint inventory of fixtures before and after the event may be held, at the Vendor's request.



11.3. Except in the case of fraud or gross negligence, the Vendor's liability is expressly limited, regardless of the intervening fact causing this liability, to a ceiling equal to ten (10) times the total amount of the amounts invoiced by the Vendor to the Client as part of the event concerned. The Client acknowledges that this is an essential condition, without which the Vendor would not enter into the contract.

12. Applicable Law and Court Having Jurisdiction

12.1. For any objection arising regarding this contract, its interpretation, or subsequent related issues, the courts and tribunals of the arrondissement of BRUSSELS will have exclusive jurisdiction. This express attribution of jurisdiction also applies in the event of multiple defendants and for all applications, even interlocutory applications, third party notices, or the introduction of third parties.

12.2. The contracts signed between the Vendor and the Client are subject to Belgian law. Either the English, French and/or Flemish version of the contractual documents will indifferently prevail.

By engaging our services, the Client acknowledges that they have read, understood, and agree to these General Terms and Conditions.