

**Article 0: General**

These General Conditions shall apply to all orders made with LAMOT™. By placing an order, the customer shall be deemed to have accepted these General Conditions. Modifications to the General Conditions always require a written confirmation by LAMOT™ before they hold any legal value. The General Conditions precede the customer's conditions in importance in any case.

**Article 1: Definition event**

By event we include any or all activities or organisations which may be: a meeting, seminar, congress, colloquium, personnel party, reception, meeting, exhibition, walking dinner, new product launch and any derivative thereof.

**Article 2: Validity**

Price offers made by LAMOT™ are under every circumstance not binding, agreements at the expense of LAMOT™ cannot be deducted from them, unless otherwise specified in writing. An order made by the customer is binding to the customer, but will only be binding to LAMOT™ when the order is agreed upon in writing by LAMOT™. Any modifications in an order are at the expense of the customer. LAMOT™ cannot be held accountable for material errors in its price offers.

**Article 3: Agreement**

LAMOT™ agrees to strive as much as possible towards the effectuation of all orders . Not under any circumstance can this agreement be seen as a Agreement on Result.

**Article 4: Unexpected circumstances**

LAMOT™ cannot be held liable for a non compliance or a faulty compliance of its agreements in case of force majeure in the most ample sense of its meaning, nor for a faulty compliance of any subcontractors whatsoever, such as Grand Café Lamot amongst others. A non complete list of examples may include: strikes, government regulations, subcontractor or staff illness or accidents, and in general all unforeseen circumstances.

Whenever a contract is prevented from being carried out due to force majeure, the advance deposit or deposits stays indefinitely with LAMOT™ as compensation for any delivered preparations and administrative costs. LAMOT™ is entitled to change the room or location which was agreed with the customer in the written agreement for another one which has the same facilities during unexpected

circumstances, quod illustrandum: in case a seminar, congress or other meeting room etcetera will not be ready for use in timely manner.

**Article 5: Advance deposits**

LAMOT™ is entitled to the following advance deposits, which must be paid for by the client:

An advance payment of 20% of the total estimated cost when this agreement is signed.

An advance payment of 60% of the total estimated cost 30 days before the day of the event. The remaining total amount within 14 days after the date of the invoice (see article 21).

**Article 6: Failure of compliance**

In case of failure of contractual compliance from the contractor, LAMOT™ is entitled to either cancel the current agreement and keep the advanced deposits indefinitely and claim a not negotiable forfeit of 50% of the gross value of the agreement or LAMOT™ can also request the further execution of the ongoing agreement.

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**LAMOT**

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#### **Article 7: Complaints**

Complaints with respect to building materials/services and prices will be accepted only when upon delivery of the infra mentioned a document is formulated in writing and is handed over.

#### **Article 8: Catering**

LAMOT™ has an exclusive agreement with Grand Café Lamot, therefore customers are not allowed to choose any other catering service. An exception is allowed facultative for exclusive events in which the whole LAMOT™ complex is rented. The special conditions that apply for these exclusive events are always set up in a separate agreement, in which a buying out sum will be set, which is paid when the agreement is signed.

#### **Article 9: Number of persons present**

In case of reservation of any event, the customer agrees to transmit the exact number of persons present to LAMOT™ at least seven business days before the start of such event. This number will under no circumstance be lowered later on. In case there are fewer guests then the number reported before, the reserved total for the number of persons present will be invoiced. In case there are more guests then the number reported before, LAMOT™ will invoice the extra number of persons present as well.

#### **Article 10: Stain**

Under no circumstance the aim of the event such as was agreed with LAMOT™ can be changed unilaterally by the customer. The customer agrees to protect the image of LAMOT™ from any possible stain, such as in non limitative enumeration: noise nuisance, vandalism, quarrels etcetera. The customer agrees to pay LAMOT™ a full indemnification in case any stain blemishes the image of LAMOT™.

#### **Article 11: Evening receptions**

During evening receptions, LAMOT™ closes its event rooms and halls at 4h00 at the latest. For all events, a detailed schedule of any planned activities is supposed to be presented, upon which LAMOT™ can give its permission in writing before any or all event can take place. In this respect, LAMOT™ reserves the right to annul any activity without this giving a customer the right to claim compensation.

#### **Article 12: Safety**

For any event within the compounds of LAMOT™ the credo is safety first. Before an event can start, a thorough instruction on safety is given to the organising person or the person in charge. For any event it is thus that adaptations can occur if safety requires so. Furthermore, every participant is expected to respect the necessary vigilance, and to take safety into consideration and to follow the safety instructions. When an organising person lets any event commence, it is thereby understood that at that moment, he has been instructed thoroughly in this respect.

#### **Article 13: Insurance**

Customers are supposed to be insured in a sufficient manner against all risks coming forth from an event in order to whenever any damage occurs LAMOT™ having to pay compensation.

#### **Article 14: Certificates and permits**

Customers compromise themselves to obtain all necessary regulatory and administrative requirements in order to let any planned event take place, example given SABAM, taxes etc... Any and all consequences of not having the right certificates, (work) permits etcetera is entirely under the responsibility of the customer. Costs necessary to fulfil the above mentioned requirements are entirely at the expense of the customer.

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**Article 15: Decoration**

In case any decorations are planned, LAMOT™ requires a detailed planning which demonstrates what materials will be used and in what way these materials will be installed. Upon conclusion of the event, any and all decoration needs to be removed and the room or hall needs to be left in the same condition as it was in before the commencement of the event. The customer is liable for any and all damages LAMOT™ may suffer during this process. It is not allowed to attach materials to walls, ceilings or floors where any damage can occur to the LAMOT™ installations (e.g. to drill or nail holes...)

**Article 16: Blueprint**

For any and all event which will be organised at LAMOT™, a detailed blueprint needs to be sent in order to make it possible for LAMOT™ to lend its approval concerning safety precautions. Upon conclusion of the event, all stands and decoration items need to be removed from the LAMOT™ site and all rooms or halls need to be left in the same way as they have been found in. Damages to the LAMOT™ installation will be invoiced to the customer. Any business activity or sell to an external audience is strictly forbidden within the LAMOT™ installations. Asking an entrance fee for a planned event is required to have been reported to LAMOT™ at the time of when the reservation is made. The customer bears all responsibility of any inflicted damages to or theft of properties from third parties during the event.

**Article 17: Copyright**

For all use of the brand name LAMOT™, picture materials which is property of LAMOT™, for logos or for its trademark, a written approval must first be granted by LAMOT™. In case audiovisual materials will be recorded during the event, LAMOT™ needs to be informed of this.

**Article 18: Transfer of goods**

Transfer of empty bottles and crates, cutlery, flowers, decorum and other materials does not imply a transfer of proprietorship of above mentioned goods. Goods that are taken along by the customer, guests of the customer or third parties will be invoiced as well.

**Article 19: Responsibility of the customer**

The customer commits himself to be responsible with any or all goods, art materials and materials that belong to him or that belong to the persons that are contracted by the customer, are invited as a guest or work for him and that are placed in meeting rooms or halls at LAMOT™. The customer is obliged to give to LAMOT™ a detailed list of all goods, art materials, materials and persons and this minimum 7 days before the reserved date. LAMOT™ keeps the right to refuse entrance to any objects or persons.

**Article 20: Invoicing**

Any and all invoices from LAMOT™ are to be paid in cash upon reception thereof unless otherwise specified in an agreement in writing by LAMOT™. Whenever an invoice is not paid for within the given term, an interest by right will be charged from the date of maturity onward and this without prior proof of default and which amounts to 2% of the total invoice sum for every month that has begun. Furthermore, a compensation without prior proof of default will be claimed which amounts to 20% of the total invoice sum with a minimum of € 125,00. Expenses of unpaid for B/E or checks, as well as other cashing costs are not included in these forfeit compensation and will be invoiced to the customer separately. Unless specified in another way, all prices are VAT 21% exclusive, services included. Both the total VAT inclusive and exclusive are mentioned on the invoice.

**Article 21: Complaints concerning invoicing**

Complaints concerning invoicing must reach the siege of LAMOT™ within five business days after the date of invoice and this must be done by registered mail.

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**Article 22: Rescission of the agreement in case of bankruptcy**

LAMOT™ keeps the right to dissolve the agreement, without any financial compensation and by law and without prior proof of default, in case of bankruptcy, apparent insolvency, as well as any other modification in the judicial or financial state of the customer.

**Article 23: Call in invoice**

In case of loss of solvability (e.g. bankruptcy, demand for a judicial agreement, settlement of the payment, settlement of the debt etcetera or the possibility of any of these) all invoices which are not yet paid for can be called in.

**Article 24: Payments**

Payments carried out by the customer are subtracted from invoices that are standing out. The customer commits to delivering a certainty at the first request of LAMOT™ - for as long as one or more invoices are still open - for the payment of before mentioned invoices and this in a way as LAMOT™ sees fit.

**Article 25: Cancellation**

In case of cancellation of any order by the customer, the customer commits to paying the following forfeits and non negotiable compensations to LAMOT™:

cancellation of the reserved date up to 30 days before the event: 50% of the total estimated amount mentioned in the written agreement.

cancellation of the reserved date in between 30 and 15 days before the event: 65% of the total estimated amount mentioned in the written agreement.

cancellation of the reserved date in between 15 and 7 days before the event: 80% of the total estimated amount mentioned in the written agreement.

cancellation of the reserved date in between 7 and 2 days before the event: 100 % of the total estimated amount mentioned in the written agreement.

cancellation of the reserved date on the day of or the day right before the event: the total estimated amount mentioned in the written agreement.

The point of time for a cancellation will be the day on which notice by registered mail concerning the cancellation reaches the siege of LAMOT™.

**Article 26: Law**

The Belgian law shall apply to all agreements

Any dispute, be it about the validity, explanation or execution of the agreement or about the invoice, can only be judged at the official court houses of the jurisdiction Mechelen. If the amount in the main sum of the agreement about which a dispute exists is not over € 1.860,00 the court of “Vredegerecht kanton Mechelen” is the rightfully authorised court house. This authorisation clause is valid whether or not the customer is a natural or a legal person and whether or not the customer acquires or utilizes the products or services for personal or for professional ends.

**Article 27: Nullity**

Nullity of one of the clauses of this agreement shall under no circumstance invoke a nullity of the agreement as a whole. The invalid clauses will be interpreted and implemented by both parties in such a way which is deemed to express best the intention of aforesaid clauses.

**Article 28: Separately answerable**

Customer(s) is/are separately answerable, one by deficiency of the other for the agreements coming forth from this agreement, even if the customer(s) will for future reference convert all business activities into a legal person.

**Article 29: Smoking in the LAMOT™ buildings**

It is entirely forbidden to smoke in the LAMOT™ buildings.

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