Explore.Brussels ASBL Terms and Conditions of Sale for guided tours and events for groups

General Clauses

- 1. Except where expressly agreed otherwise by both parties, only the terms and conditions listed on this quotation, order form, delivery note or invoice shall apply.
- 2. All orders shall be invoiced at the price mentioned. Invoices are payable within fifteen (15) calendar days of the invoice date, unless specified otherwise on the invoice.
- 3. Any claim concerning the services provided must be delivered to the seller in writing (email or post) within eight (8) days of the provision of the service. Any claim that does not conform to this condition shall be deemed null and void.
- 4. If an invoice remains unpaid without justification after its due date, an additional penalty payment of fifteen per cent (15%) of the invoice value, with a minimum of one hundred euros (€100) excluding VAT, will become payable to Explore.Brussels ASBL to cover damages and interest, without prior notice being given.
- 5. Non-payment of an invoice by its due date renders all the sums due payable immediately, regardless of any previously agreed payment arrangements.
- 6. These Terms and Conditions are subject to Belgian law and any subsequent litigation shall be under the exclusive competence of the courts of Brussels. ExploreBrussels may at any time renounce this legal competence clause and, should it prefer, choose another competent jurisdiction by virtue of common law.
- 7. Explore.Brussels and its partners have taken out all necessary insurance to cover the activities they offer. However, they cannot be held liable for accidents or other damages that may arise during their provision of services that are due to negligence, ignoring of advice or inadequate conduct by their clients. Should clients decided not to follow the advice of the guide or supervisor, then the guide or supervisor retains the right to interrupt or stop the activity without any right for the clients to claim compensation or damages.
- 8. Reservations for groups are deemed to be reservations for tailor-made services. Given the exceptional nature of these services, no changes requested by the client can be guaranteed and the seller reserves the right to change the price if required.
- 9. The reservation of services is definitively confirmed when Explore.Brussels has received the signed order form and payment of the deposit mentioned on the invoice. Order forms and invoices will normally be sent by email, unless the client specifically requests otherwise.
- 10. Given the exceptional nature of the services provided, Explore.Brussels will make every effort to respect what has been agreed, but cannot guarantee that subsequent changes to the timing and/or guided tours or other services will not be made. No damages may be claimed by the client if the programme does not correspond exactly to what was agreed, but the seller will make every effort to ensure that the programme is reasonably equivalent In addition, Explore.Brussels cannot guarantee to provide the programme should the client arrive after the agreed start time.
- 11. The overall invoice shall be sent to the client before the provision of services and the full amount must be received in the bank account of Explore.Brussels at the latest seven (7) working days before the provision of services.
- 12. Should the client wish to cancel the provision of services, it must inform Explore.Brussels as soon as possible by email (<u>info@explore.brussels</u>). To cover its costs and unless specified otherwise, , Explore.Brussels shall invoice the following cancellations fees:
 - For cancellations received thirty (30) or more calendar days before the agreed date of provision of services: one hundred euros (€100) excluding VAT for administrative costs, plus thirty per cent (30%) of the invoice total including VAT.
 - For cancellations received between the twenty-ninth (29th) and fifteenth (15th) calendar day before the agreed date of provision of services: one hundred euros (€100) excluding VAT for administrative costs, plus fifty per cent (50%) of the invoice total including VAT.
 - For cancellations received seven (7) calendar days or less before the agreed date of provision of services: one hundred per cent (100%) of the invoice amount, including VAT.
 - In cases where a client has reserved the provision of several services, these cancellation conditions shall apply to the first day of the provision of services.
- 13. Given the exceptional and temporary nature of the guided tours and events organised by Explore.Brussels and given that Explore.Brussels is not the owner of the buildings, Explore.Brussels undertakes to organise what was contractually agreed as far as is reasonably

possible, but cannot be refusal of access to the majeure.	held liable in case e building, or the o	s of cancellation becancellation of the	by the owner of the guided tour or even	building, or of a ent due to force