



Fournisseur Breveté de la Cour de Belgique
Gebrevetteerd Hofleverancier van België



HOTEL • MEETINGS • EVENTS

Conditions and Privacy Policy

This contract is personal to the client with whom it is made, and is therefore not in any part or form transferable.

Le Plaza Brussels

Boulevard Adolphe Max 118-126
1000 Brussels
VAT: BE 0425 555 727

reservations@leplaza.be

1. GENERAL TERMS & CONDITIONS

- 1.1 With the exception of special written provisions drawn up by an authorized person, the present terms and conditions of sales apply to all the services provided by Le Plaza Brussels and to all contracts which have been agreed or are to be executed. These terms and conditions are displayed in the premises. They are, thus, deemed to have been sufficiently brought to the notice of clients, contracting parties and third parties.
- 1.2 The hotel shall not be held liable for any damage which may arise following an event which he is unable to foresee (force majeure), despite all the necessary precautions, in view of the circumstances and consequences. Nor shall he be held liable for damage caused by mistake, even partial mistake, by the client.
- 1.3 The client must behave in accordance with accepted standards and the hotel's house rules. Any serious or repeated violation of the hotel's house rules entitles Le Plaza Brussels to put an end at the contract without prior notification. The client and the contracting party are jointly and severally liable towards Le Plaza for any damage caused to persons, hotel property, fittings and equipment and those areas to which the general public has access.
- 1.4 Clients agree to inform the hotel of any change in the use of the rented premises and not to invite any person whose behavior, reputation or respectability may in any way prejudice the hotel's property or moral reputation, with the latter reserving the right to intervene if necessary. In the event of non-compliance with this obligation, Le Plaza shall be entitled to cancel the event without compensation.
- 1.5 In order to confirm a guest room a security deposit of the room night + 50€ per night, and a valid government-issue photo ID will be needed upon check-in. The security deposit will cover the total accommodation as well as any incidental charges (such as telephone and bar costs) that may be incurred during your stay. Major credit cards are acceptable to



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establish the deposit. Your credit card will be authorized immediately, and the amount will be blocked on your credit card. Alternatively the deposit, of 50€ per night, can also be paid in cash. In case no incidental charges were incurred Le Plaza will release the remaining amount of the authorization if the deposit was paid via credit card. In case the security deposit was established in cash Le Plaza will refund in cash (in € currency).

1.6 Depending on the type of booking, the hotel holds the right to charge a “stay change fee” when the guests want to modify the dates of their stay.

1.7 In the event of force majeure or unforeseeable event beyond one’s control, (such as and not limited to: acts of God, war, government authority, terrorism, disaster, strikes, civil disorder, curtailment of transportation or transportation facilities or any other emergency or event beyond control) the hotel is discharged from its obligations, without this giving rise to compensation. However, the hotel agrees to inform the other party via all possible means so to limit all possible damage.

1.8 All complaints must be made in writing by registered post within 7 calendar days after the event. Any complaint received after this period will not be taken into consideration. In the case of disputes or legal proceedings only the courts of Brussels shall have jurisdiction and the laws of Belgium shall be applied in all such disputes.

1.9 Le Plaza is entirely non-smoking. It is not allowed to smoke cigarettes, vaping or electronic cigarettes or shisha. If guests do smoke in the hotel, a fine of €150 for deep cleaning will be charged. It is strictly forbidden to use candles in the room.

2. OUR PRIVACY POLICY

At Le Plaza we care about your privacy and personal information. It is extremely important for us that all processing of personal data happens in consideration of the privacy of the individual. We always try to ensure that all processing of personal data takes place in accordance with the General Data Protection Regulation (GDPR) and other applicable laws. This privacy policy applies to personal data of our guests, customers and suppliers as well as other individuals who may be registered in IT systems (such as booking systems), website, apps, or personal data that is transferred from travel agencies, other booking sites or similar.

2.1 Personal data collection

We collect information directly from you or from other sources, depending on the situation

From you

When contacting us concerning a reservation, when you make a reservation or have special requests concerning your stay or use a social media that we provide, we will collect and



process the information that you give us. It is possible that this includes sensitive personal data (e.g. information about allergies).

From others

When someone else proceeds to make a reservation for you, we process these personal data about you.

In certain cases, we receive personal data from third parties with whom we work or from suppliers.

When permitted by law, it is possible that we – or a third party – use tracking tools (like cookies) to collect information about you.

Sometimes personal data about you that originates from publicly available sources like social media is processed as well. This is for example the case when you make a review about our hotel on a website.

In those cases where we process personal data about you that we receive from other sources than yourself, we will provide you with information in accordance with the GDPR.

2.2 Different types of processing activities

2.2.1 Guest's information

It concerns following types of data:

- contact information (e.g. your name, e-mail address, telephone number and address),
- guest's language,
- Information about their stay (e.g. previous stays, preferred rooms, allergies,...),
- passport or identity card number and nationality
- payment information (e.g. credit card number),
- guest's company information,
- other information that we receive from you (e.g. through customer satisfaction surveys).

The processing of your data is based on:

- your consent (in cases we have asked for it and you have accepted it),
- legal obligation (for example the fact that we are obliged to register our hotel guests).
- We may also process data based on our legitimate interests (e.g. we have a legitimate interest in contacting our guests to ask them about their stay in our hotel in order to improve our services).



Why?

To be able to provide you with the services and products that you have asked for (for example in relation to a reservation), in order to evaluate and improve our services and to fulfil our legal obligations (for example our obligation to register hotel guests).

2.2.2 Contact persons' information

It concerns following types of data:

Contact details (e-mail address and telephone number).

The processing of these data is based on:

We process your personal data based on our contractual relationship or our legitimate interests.

Why?

To be able to manage the supplier relationship, for contacts in various questions, billing and marketing (if applicable) or to communicate in other ways with you and your company.

2.2.3. Social media

It concerns following types of data:

The personal data that we receive from you on social media (e.g. name, e-mail address and telephone number).

The processing of your data is based on:

- consent (in cases we have asked for that and you have accepted it)
- We may also process data based on our legitimate interests.

Why?

In order to provide you with the services and products that you want, to manage and market our services and products and to communicate with you.

2.2.4 E-mail

It concerns following types of data:

Name, e-mail address, telephone number and any other personal data that have been submitted to us via e-mail.



The processing of your data is based on:

- consent (in cases we have asked for that and you have accepted it)
- our legitimate interests

Why?

In order to give you the services and products that you want, to manage and market our services and products and to communicate with you.

2.2.5 Personal data of children

As far as we know we didn't collect personal data from persons under 18 without the permission of a guardian. If you believe we have inadvertently collected such information, please contact us so we can promptly obtain parental consent or remove the information.

2.2.6 Direct marketing

It concerns following types of data:

Name and e-mail address

The processing of your data is based on:

Le Plaza sends emails to future guests to inform them about special offers or promotions for their upcoming stay and send emails to past guests to ask for feedback about their past stay. If you do not wish to receive this type of communication you can unsubscribe at any moment.

If you have consented to receive marketing, you may withdraw your consent your consent at any time. In addition, if we process your data for marketing purposes, you have the right to object at any time and you are at any time (see further below regarding your opportunities and rights in relation to this). You can object, for example, by using the unsubscribe links in the relevant communication.

Why?

We use your personal data to inform you about our services and promotions or to receive feedback to have the chance to improve our services.

2.2.7 Camera surveillance

At Le Plaza we use camera surveillance in some public areas. This camera surveillance takes place in accordance with the relevant legislation in effect.



The camera surveillance is indicated by means of a pictogram. It has been notified to the competent authorities.

Please contact us if you need more information.

2.2.8 Profiling

In order to provide you with a more personalized service each time you visit our hotel, we keep a profile about you. This profile includes information about your previous stays (such as how often you visit our hotel, when you visited our hotel the last time as well as financial information about your past stays and which room you stayed in).

2.3 Different kind of systems

We may process personal data in, or in relation to, inter alia, the following types of systems:

Property management system, property operation system, staff registration system, productivity system, telephone system, accounting system, clock system, yield management system, revenue center system, communication system, salary system, credit card system, key card system, TV and IT infrastructure (Internet etc.) and video surveillance system.

2.4 Who will receive the personal data?

In order to give you the best service, it is possible that we share your personal and anonymous data with :

- other companies, such as vendors, contractors and co-operation companies. Their use of information is limited to these purposes and subject to agreements that require them to keep the information confidential. Our vendors provide assurance that they take reasonable steps to safeguard the data they hold on our behalf, although this cannot be guaranteed.
- third parties that are data processors that perform services to us (e.g. companies that assist us in marketing activities or IT operations).
- lawyers and advisors of Le Plaza Brussels
- relevant authorities (e.g. in the context of our obligation to register guests).
- trusted partners in order to provide you with relevant advertising offers or services.
- Analytics companies may access anonymous data (such as your IP address or device ID) to help us understand how our services are used. They use this data solely on our behalf. They do not share it except in aggregate form; no data is shared as to any individual user.

2.5 How long do we save the personal data?

The personal data will not be kept longer than necessary taking into consideration the purpose of the relevant processing. It is possible that we keep data longer in case of complaints or



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threatened or pending litigation. We shall ensure that any routines applicable to deletion of personal data are complied with. Please note that certain laws require that certain types of information must be saved for specified periods of time (e.g. we are required to keep data about hotel guests for a period of minimum 7 years after their stay). Camera images are kept for a period of 14 days.

2.6 Your rights

You have the right to access your data, to make corrections to your data, in certain cases to object to the processing and to require the personal data to be erased, to be restricted (a marking that the processing of the personal data should be restricted to a particular purpose), and to be turned over to you on an IT medium (data portability).

You have the right to withdraw your consent where the processing is based on consent.

In order to exercise your rights under the GDPR, you must send your request to Le Plaza Brussels. To process your request we will need a proof of identity.

Where the personal data is processed for direct marketing, you have the right, at any time, to object to the processing of personal data involving you for such marketing, including profiling to the extent this is connected to such direct marketing.

2.7 Complaints

You are always entitled to file a complaint with the Belgian Supervisory Authority, the Data Protection Authority.

You can contact the Data Protection Authority at contact@apd-gba.be or by going to its webpage <https://www.dataprotectionauthority.be>.

However, in case of any questions or objects, we request you contact us first to enable us to resolve the issue.

2.8 Security measures

Appropriate technical and organizational measures have been implemented to ensure a level of security appropriate to the risk with relevant processing activity. We encrypt transmission of data on pages where you provide payment information. However, no security or encryption method can be guaranteed to protect information from hackers or human error.



3. GENERAL TERMS AND CONDITIONS OF SALE FOR MEETINGS, EVENTS AND GROUPS

ARTICLE 1: RESERVATION

A reservation is only final between the Client and the Hotel after receipt of the Reservation Contract and these General Terms and Conditions, duly dated and signed with the mention “read and approved”.

Any reservation implies the entire acceptance, without reservation, of the Reservation Contract and these General Terms and Conditions by the Client and the waiver of his own general Terms and Conditions.

Any request for modification of the services solicited by the Client must be accepted explicitly by the Hotel, which **reserves** the right to adapt the prices of its services accordingly. In absence thereof, the Reservation Contract and the General Terms and Conditions shall be deemed to continue according to terms initially agreed upon.

As an organizer of the event, the Client acknowledges that he is the only person in charge of the reservation and/or any decision relating to the event. The Hotel will not accept any change or instruction from a person other than the Client, unless the Client gave explicit instructions to do otherwise.

ARTICLE 2: ORGANIZATION

2.1. Registration of the participants

Rooms can be claimed as from 3 p.m.

Participants arriving before 3 p.m. will be allotted their rooms according to availability.

While waiting to check into the rooms, luggage can be kept by the hotel.

On the day of departure, the rooms must be vacated at 12 pm at the latest.

The participants will have to respect the uses and regulations of the Hotel.

2.2. Meals/number of diners

The Client shall indicate the exact number of diners planned for each meal in writing addressed to the Hotel, 2 days before the start date of the event at the latest.

Any catering ordered within a fixed price formula that is not consumed, cannot lead to a lower price. The ordered meals that are not consumed will be invoiced. If the number of meals is higher than the number that was foreseen, the number of meals that were actually served will be invoiced.

It is forbidden to bring food and beverages during the event, unless the Hotel has agreed thereto in writing.



2.3. Use of the rooms

2.3.1. Definition

For the purposes of the present General Terms and Conditions, “room” is understood as any part of the Hotel that the Client will use for the duration of the event.

When necessary, the Hotel reserves the right to allot another room than the one planned for the event. Any changes after the signing of the contract will be communicated to the Client without delay.

2.3.2. Use according to the Reservation Contract

The use of the rooms by the Client is strictly limited to the purpose of the event as specified in the Reservation Contract. In the event of a use that was not agreed upon, the Hotel have the right to modify its prices.

If the safety of the event requires it, the Client is obliged to provide for a sufficient and effective security service in order to guarantee a smooth running of the event and to avoid all acts of degradation and wilful misconduct that is likely to damage the Hotel facilities. In accordance with article 5.1 of the present General Terms and Conditions, the Client has the obligation to take out insurance for his civil liability in his capacity as organizer of the event.

2.3.3. Inventory of fixtures

The Client will receive the rooms and their furniture in perfect working condition and commits to return them in the same condition.

It is forbidden to stick, nail or hang in any way posters, signs and other items on the walls, floors and ceilings of the Hotel rooms. Any poster hanging, exhibitions, presentation sets and other similar items can only be set up for the event with prior explicit consent from the Hotel. Any installation (stands, porticos, stage, fore-stage, platform...) requires prior consent from the Hotel must be covered by the ad hoc insurance policies and must be in conformity with the local safety standards. All details must be provided to the Hotel at least 30 days before the date of the event and must be explicitly approved.

A contradictory inventory of fixtures will be drawn up before the arrival of the equipment and after the event. In case the Client fails to draw up the inventory of fixtures upon exit, which must be done at the end of the event, the Hotel will be entitled to charge the Client for any damage caused, without the Client having any right to contest.

Any damage caused directly or indirectly to the Hotel by the Client, one of the subcontractors or one of the participants, will be invoiced directly to the Client and will incur his liability, for which he must be duly insured in accordance with article 5.1. of the present General Terms and Conditions.

2.3.4. Equipment

The Client is responsible for his own equipment and for the equipment provided by the Hotel. The level of noise, in particular produced by sound equipment, must be kept at a reasonable volume and should not in any case disturb the other Clients of the Hotel or its immediate vicinity. The Hotel reserves the right to limit the sound volume in case of excess.

The staff hired or the equipment used for dinners or dancing activities requires prior consent from the Hotel. The Client is responsible for completing any required formalities and/or



submitting declarations to the Sabam (Phone number: +32 2 742 24 61); all costs of any kind are at the expense of the Client.

The Client will notify the Hotel of any delivery of equipment by mentioning the date, the name of the event and the person to whom the delivery is destined at least 15 days before the delivery. He will take care that the equipment entrusted to the Hotel is correctly insured in accordance with article 5.1 of these General Terms and Conditions.

The Hotel is able to receive the conference equipment one week before the event, on condition that the Hotel was notified beforehand. In order to ensure transfer and reception of the equipment, the Client must state: the name of the event and the organizer, the name of the Hotel, the date of the event, the name of the reserved room and an inventory of the equipment that was sent. Any equipment sent without the prior consent of the Hotel, within a shorter timeframe or without these specifications, may be refused.

The Client shall remove his equipment as of the end of the event. If the Client's equipment is not removed within the time agreed upon, the Hotel reserves the right to remove it at the expense of the Client.

If the use of the function spaces by the Hotel is impeded because of degradations or failure to remove the Client's equipment, compensation equivalent to the price of the rent of the function space shall be due immediately by the Client, without prejudice to the right of the Hotel to claim any other damages.

2.4. Safety

In order to ensure that necessary measures are taken for any event of a sensitive nature or when the Client uses equipment of high value, the Hotel reserves the right to require that the Client hire a professional security service for the duration of the event at the Client's own expense, if he did not do this of his own initiative in accordance with article 2.3.2 of the present General Terms and Conditions.

In this case, the Client will also have to take out an insurance policy covering the additional risks in order to guarantee the Hotel and its Clients any possible compensation, in accordance with article 5.1 of the present General Terms and Conditions.

ARTICLE 3: CANCELLATION

3.1. Cancellation by the Hotel

The Hotel reserves the right to cancel the event at any moment and without any compensation being due, if it doesn't receive the Reservation Contract and General Terms and Conditions, duly signed by the Client and/or the advances in the Reservation Contract and/or in the event that the Client does not pay for services previously provided, without prejudice to any claim for damages the Hotel could make against the failing Client.

3.2. Full cancellation of the event or a service, which was reserved

In the event of a full cancellation of the event by the Client, the following sums will be due to the Hotel by way of damages:

- Cancellation between the contract signature date and 6 months before the event date.



A compensation of 5 % of the full estimated amount for the reservation of the rooms and for the provision of the services mentioned in the Reservation Contract will be due and charged as administrative fee

- Cancellation within 6 months before the event:

A compensation of 40% of the full estimated amount for the reservation of the rooms and for the provision of the services mentioned in the Reservation Contract will be due.

- Cancellation within 3 months before the event:

A compensation of 80% of the full estimated amount for the reservation of the rooms and for the provision of the services mentioned in the Reservation Contract will be due.

- Cancellation within the month before the event:

A compensation of 100% of the full estimated amount for the reservation of the rooms and for the provision of the services mentioned in the Reservation Contract will be due.

3.3. Reduction in the number of participants for a meeting/banquet

Each event included in the Reservation Contract determines the minimum number of participants guaranteed by the Client.

2 working days before the event at the latest, the Client shall confirm the exact number of participants to the Groups & Events department of the Hotel (the “confirmed number”).

If the Client fails to do this, the last number of participants notified to the Groups & Events department, will be regarded as the confirmed number.

The confirmed number constitutes the base for calculating the “guaranteed minimum” which is invoiced to the Client if the actual number of participants is eventually lower. The “guaranteed minimum” cannot in any case be lower than the minimum number of participants initially guaranteed by the Client.

3.4. Reduction/Cancellation/No show for hotel rooms, if applicable

No cancellation fees will be charged by the Hotel in the event of a reduction of the number of rooms reserved within the limits described below and as long as the Client notifies the Hotel of this reduction within the following time limits:

- Up until 60 days before the day of arrival, as long as this reduction does not exceed 30 rooms per night.

- Up until 30 days before the day of arrival, as long as this reduction does not exceed 20 rooms per night.

- Up until 14 days before the day of arrival, as long as this reduction does not exceed 10 rooms per night.

- Up until 7 days before the day of arrival, as long as this reduction does not exceed 5 rooms per night.

- Up until 3 days before the day of arrival, as long as this reduction does not exceed 2 rooms per night.

Cancellations within 3 days preceding the foreseen day of arrival as well as no-shows on the day of arrival, will lead to the payment of cancellation fees of 100% of the sums due under the terms of the Reservation Contract.



If a reduction of the number of rooms is followed by another reduction, the tolerance applicable on the moment of the notification of this new reduction will be applied to the whole of the reduction in the number of hotel rooms.

The contract has been based on an average rate taking into account the number of rooms per day (room repartition).

All changes in this room repartition could result in a possible price change.

In the event of a reduction of the number of reserved rooms exceeding the aforementioned limits, a fixed compensation is due to the Hotel by force of law. The compensation shall be equal to the cost of the cancelled and/or not used reserved rooms/services that would exceed the aforementioned tolerances.

The cost of cancellation will be payable (i) individually by the participant if it was agreed before that the participant would pay the price of his/her accommodation himself/herself and that he/she has, for this purpose, communicated his/her credit card information to the Hotel (ii) by the Client in all other cases.

ARTICLE 4: ADVANCE AND INVOICING

4.1. Advance

The required advances are based on the services listed in the Reservation Contract, in which the advances are expressly stated.

The Hotel reserves the right to cancel the event at any moment and without any compensation for damages being due, in the event of partial or entire non-payment of the advances foreseen in the Reservation Contract.

The increase in the number of participants or the addition of services and supplementary services not included in the Reservation Contract will give rise to an additional advance.

These supplementary services will only be guaranteed after the Hotel gives its explicit acceptance and after reception of the additional advance.

4.2. Invoicing

The price invoiced to the Client is the one stipulated in the Reservation Contract, to which shall be added the cost of services which were not foreseen initially and carried out by the Hotel at the Client's request and explicitly accepted with the performance of the contract

All the charges relating to the rooms and/or the services the Client required, which were not paid in advance or on the day of departure, will be invoiced on the last day of the event.

The invoices are payable within 30 days.

All sums due by the Client that remain unpaid on the due date will automatically carry – and without prior formal notice, interests at the annual rate of 12% as from the due date of the invoice. The interest of each started month is due for the whole month.

Moreover, damage equal to 10% of the full amount of the invoice will be due as a penalty clause for the fact of non-payment of the invoice and without requirement for prior formal notice.



ARTICLE 5: LIABILITY

5.1. Liability of the Client

The Client is liable for all damage caused to the Hotel and/or its staff or other occupants of the Hotel, by himself, his agents, his subcontractors and the participants.

The Client has to compensate the Hotel for any damages, direct or indirect, foreseeable or not, due to a breach in the obligations that stem from the Reservation Contract and the General Terms and Conditions by the Client, an agent, a subcontractor or a participant.

The Client must inform participants that they are not allowed to leave their personal effects without surveillance, neither in the lobby, the restaurant, nor in the corridors and the meeting rooms of the Hotel.

If needed, the Client is responsible for asking the Hotel to lock the meeting rooms.

The Client will take out all the necessary insurances at his costs to protect the equipment that belongs to him.

The Client is also under the obligation to insure his civil liability in his capacity of organizer of the event for all bodily injuries and material damage which he could cause to participants during the event as well as to the Hotel and/or to its staff and to other Clients of the Hotel.

In particular, for any event of a sensitive nature or when the Client uses equipment of high value, the Client will have to take out an insurance policy covering complementary risks guaranteeing the Hotel and its Clients for all possible compensations

5.2. Liability of the Hotel

The Hotel cannot in any case be held liable for safety, loss, total or partial destruction, theft or more generally for any damage caused to the Client's equipment or a participant.

The Hotel cannot in any case be held responsible for the disappearance of objects belonging to the Client or a participant, if those were not entrusted to the reception against issue of a receipt. Valuable articles left in the hotel rooms by participants must be stored in the safe deposit box.

The Hotel cannot be held liable in the event of non-observance of the obligations due to an unforeseeable event, a case of force majeure or due to the actions of any person foreign to the Hotel, to the running of the event or to the services provided on that occasion.

The Hotel can cancel a reservation at any time and for any reason it deems justified, without compensation and without incurring any liability, if the presence of a Client, a group or a member of a group is likely to endanger the public order or the safety of the Hotel, its occupants, the participants or the general public.

The Hotel is obliged to compensate the Client for all damages arising from a failure of the Hotel to honour the obligations set out in and that stem from the Reservation Contract and the present General Terms and Conditions.

However, the liability of the Hotel is limited to compensation for foreseeable, direct, personal, material and certain damage suffered by the Client, excluding compensation for all consequential or indirect damage (such as, for example, loss of profits, (cost) savings, commercial opportunities, financial costs or reputational damage) or unforeseeable damage



(both in principle as with regard to its extent), whether or not the Hotel had been notified or had knowledge of the possibility of such damage happening. In any event and except in case of fraud, the Hotel will not have to compensate for any damage exceeding the total amount of the sums invoiced for the provision of the contested service, excluding any supplementary services.

ARTICLE 6: DISPUTES

The hotel is the only contact point for the Client for any complaints, including those relating to the interpretation or the performance of the present Terms and Conditions. To be taken into account, any complaint will have to be verbally communicated on the day of the event that gave rise to it and confirmed in writing within 10 days following this event. The filing of a complaint does not suspend the Client payment obligation.

ARTICLE 7: GENERAL PROVISION

The invalidity of a clause of these general Terms and Conditions shall not affect the validity of the other provisions.

ARTICLE 8: APPLICABLE JURISDICTION-LAW

The Courts of Brussels will have sole jurisdiction to decide any disputes relating to the interpretation or the performance of this agreement. Belgian law governs this agreement.