

GENERAL TERMS AND CONDITIONS FOR THE RENTAL OF MEETING ROOMS AND SPACES

These General Terms and Conditions apply to the rental of rooms and spaces in the European Convention Centre Luxembourg, as specified in the Contract signed between the parties and by these General Terms and Conditions, for the organization of business events, and are not obviated by any special contractual provisions agreed between Luxembourg Congrès and the Rentee.

The Rentee may not, at any time or for any reason whatsoever, invoke the application of its own general or special terms and conditions, even if they specify that they will be the only ones applicable.

These General Terms and Conditions and the Rental Contract form an indivisible whole.

Article 1 **General provisions**

Luxembourg Congrès is to provide the Rentee with the rooms and spaces detailed in the Rental Contract concluded between the Rentee and Luxembourg Congrès.

Unless explicitly stated otherwise in the Rental Contract, public and common areas do not comprise a part of the spaces made available to the Rentee.

By signing the Rental Contract, the Rentee recognises the validity and the unconditional application of these General Terms and Conditions.

Article 2 **Reservation procedures and conditions**

In order for the reservation of a room or a space to be final, the Rentee must return an original copy of the Rental Contract dated and signed, as well as these General Terms and Conditions initialled and signed, within ten (10) days after the documents are sent.

The reservation of the room(s) and the space(s) provided will only be final after the payment of a deposit insofar as the Contract requires it.

Should the Rentee fail to comply with one of these conditions, it will lose all rights in relation to the reservation and Luxembourg Congrès will be relieved of any obligation that may generally arise from the Rental Contract.

If the reservation is cancelled, Article 13 of these General Terms and Conditions, which relates to cancellation, will apply.

Article 3 **Duration and purpose of the Provision**

The duration of the availability of the rooms and spaces extends over a period defined by the day in the Rental Contract.

The provision of the premises will expire upon the conclusion of the event and/or upon completion of the disassembly specified in the Rental Contract. The Rentee undertakes to return the premises free of any occupant, service provider, equipment and/or installations, in the absence of prior agreement to the contrary with Luxembourg Congrès.

For each exceeding of the duration agreed between the parties in the contract, an additional invoice will be issued, based on the duration of the exceeding.

The object of the event for which the room(s) and space(s) are to be rented will be set forth in advance in the Rental Contract and cannot be modified without the agreement of the company.

The Rentee is the only person responsible for its event and, as a result, must ensure that the purpose of the event is in compliance with the applicable laws and regulations.

In particular, the Rentee guarantees that it will not engage in any activities in the premises other than those specifically needed for organising business events.

The Rentee must provide Luxembourg Congrès with the programme and all the detailed information thereof at least seven (7) working days prior to the event.

Any rearrangements of the furnishings that are requested by the customer up to twenty-four (24) hours prior to the start of the event will be performed without any supplemental charges. After that time, any changes are subject to a separate quote.

Luxembourg Congrès also reserves the right to refuse the envisaged event should it present a risk to the public order, the safety of the public, the personnel, etc.; with respect to which the customer may not claim any damages or claim that Luxembourg Congrès has not fulfilled its contractual obligations.

The Rentee will also be required to obtain any official administrative authorisations that may prove necessary for organisation of its event.

Article 4 Payment

The total amount to be paid is defined in each Rental Contract and varies in particular according to the room and spaces provided, the date and the duration of the reservation, and any additional charges charged as defined in the Rental Contract and these General Terms and Conditions with respect to security requirements.

In the event of non-payment, Luxembourg Congrès will be automatically released, without prior notice, from all obligations arising or likely to arise from the Rental Contract. Luxembourg Congrès will then be entitled to freely dispose of the room(s) for the entire period defined in the Rental Contract.

In the event of late payment, interest will be calculated at the legal rate in the Grand Duchy of Luxembourg without prior formal notice, with interest falling due merely by the passing of the due date.

- Deposit

If a deposit has been paid, the balance of the remaining rental costs will be payable no later than one (1) month after the date of the event, notwithstanding additional sums that may be owed to Luxembourg Congrès except for requested surcharges.

The deposit payable on the reservation will then be fully vested in Luxembourg Congrès without the Rentee being entitled to a refund thereof for any reason whatsoever.

Upon the conclusion of the event, Luxembourg Congrès will prepare a final statement that will be sent to the Rentee with a final invoice at the end of the month of the event.

- Balance

The final invoice will be payable no later than thirty (30) days after it is sent by Luxembourg Congrès.

Article 5 **Facilities and equipment**

The rooms and spaces are provided with equipment, fixtures and facilities as a function of each room.

All other services, whatever their nature, such as the provision of additional equipment, security measures, catering etc. will be the exclusive responsibility of the Rentee in the absence of contractual provisions to the contrary.

The technical installations inside the establishment may be used and handled only by the dedicated staff of the Public Buildings Administration.

If the Rentee intends to insert any of its own equipment into the premises, it must so notify Luxembourg Congrès in writing at least one (1) month before the start of the event.

The notification must include a comprehensive technical and quantitative description of the equipment and/or materials concerned.

Under no circumstances shall the Rentee invoke the partial or total refusal of this notification by Luxembourg Congrès as a pretext for terminating or cancelling the contract.

In case of cancellation of the Contract by the Rentee, the provisions of Article 13 of these General Terms and Conditions will apply.

Article 6 **Catering**

Upon the Rentee's prior request, Luxembourg Congrès may provide spaces for catering purposes.

The Rentee is hereby advised that Luxembourg Congrès has an exclusive contract with the SODEXO company, which precludes the Rentee from calling upon another service provider under any circumstances.

A contract shall thus be concluded between the Rentee and the caterer in question.

Article 7 **Cloakroom**

Luxembourg Congrès provides the Rentee with a cloakroom free of charge, which must be managed under the Rentee's full responsibility.

In particular, the Rentee must take responsibility for the staff required to manage and supervise the cloakrooms provided.

Luxembourg Congrès assumes no liability in case of theft and/or damage to property deposited in the cloakroom.

Article 8 Maintenance of premises and public spaces made available

The costs related to cleaning before, during and after the events are included in the "Easy Event Package Plus". For any additional cleaning services, the costs are invoiced separately. The prices are established by the subcontracting partner of Luxembourg Congrès and are likely to vary.

An "Exhibition Package" (cleaning costs for events with stands) is payable at the flat rate of € 320.00 excl. taxes.

An "Evening Package" (cleaning costs for evening events) is payable at the flat rate of € 270.00 excl. taxes.

Article 9 Security

During the period of provision, the premises will be kept under surveillance by an approved service provider from Luxembourg Congrès.

The Rentee is hereby advised that each person will be subject to systematic control in the building involved, and the Rentee undertakes to inform any person who will be therein present of his/her obligations to bring proper pieces of identification.

A supervision plan will be established according the following information:

- Prior to holding the event

Prior to holding the event and at least two (2) working days in advance, the Rentee must give the service provider the following information:

Licence plate numbers of the vehicles making necessary deliveries before and after the event

- Names and addresses of suppliers
- Type of equipment delivered
- List of personnel (names and surnames)
- List of participants (names and surnames)
- Submission of risk assessment form

Following communication of the information and documents required above, the service provider will assess the type of risks incurred due to the event.

The Rentee cannot decide to unilaterally modify the risk model used by the service provider, notwithstanding any other risk classification by another organisation, including the local police.

Costs related to the minimum mandatory measures are included in the EasyEvent Package.

The Rentee bears the costs related to the security measures implemented by the service provider as defined in the Rental Contract.

Any other costs related to a risk classification that exceeds the minimum risk ("at risk" or "sensitive" events, events classified Vigilnat 3 or higher) must be borne by the Rentee.

- Mandatory minimum security measures (Vigilnat 2 type events)

Whatever the classification of the risk incurred, the service provider will provide the following to the Rentee:

Monday to Friday, between 07:00 a.m. and 08:00 p.m.

- During set-up or dismantling, distribution of name badges for staff working on behalf of the Rentee (installers, dismantlers, service providers, exhibitors, etc.) if not supplied by the organizer
- A security guard at the reception
- 1 or 2 security guards for the management of flows and/or monitoring of the set-up or dismantling
- 1 to 3 security guards for systematic visual inspection of the bags (depending on the type of event and the number of participants)
- Mandatory use of security gates with an X-Ray (= 3 agents / X-Ray) when participants come with luggage, regardless of the number of participants the costs of the X-Rays are to be borne by the Rentee and are subject to separate invoicing. The prices are established by the subcontracting partner of Luxembourg Congrès and are likely to vary. The additional costs related to these services will be established according to the number of participants and the event's final agenda. Services will be invoiced after the event.).

Any security needs outside the normal service hours (7:00 a.m. - 8:00 p.m.), on Sundays or Bank Holidays as well as any explicit request for a reinforcement of security guards will be payable for each hour worked.

- **“Reinforced” security measures for events classified as "at risk" or "sensitive"**

Should the event be classified as at risk or sensitive by the Grand Ducal Police and/or by the service provider, in addition to the mandatory minimum security measures, the service provider will set up one or more security checkpoints with mandatory X-ray for every participant, service provider staff member and organiser, at the Rentee's expense.

- **Basic security measures for events classified as Vigilnat Level 3**

In the case of a transition to Vigilnat level 3, the "reinforced" security measures will be systematically applied to all events.

- **Other mandatory security measures**

The Rentee undertakes, under its own responsibility, to enforce these restrictions with respect to its participants and employees.

Luxembourg Congrès assumes no liability in case of theft and/or damage to property belonging to the Rentee.

For anything that is not addressed in these General Terms and Conditions with respect to security, the parties will refer expressly to the applicable security regulations, and in particular to the prescriptions issued by the Luxembourg Inspectorate of Labour and Mines.

Luxembourg Congrès reserves the right to demand that the Rentee apply the modifications imposed by the security measures, and also to refuse the holding of an event should the Rentee not comply with the security conditions; with respect to which the Rentee has no right whatsoever to claim a contractual breach on the part of Luxembourg Congrès.

In all such cases of event cancellation by Luxembourg Congrès, the Rentee may not seek any damages, indemnification or financial compensation in that regard.

The Rentee is responsible for strict application of the security rules involving the premises at its disposal.

Luxembourg Congrès has no inspection obligation in this respect and, as a result, Luxembourg Congrès assumes no liability for any breach of the security rules by the Rentee.

- **Rooms & Spaces**

At all times in the room, the Rentee undertakes to have sufficient light intensity to enable the occupants of the room to move easily toward the exit. The emergency exits must remain clear and their signage must remain visible.

The maximum number of people allowed in the room is limited and will be clearly defined in the Rental Contract.

Placing guests on the stairs and in the corridors of the spaces is prohibited.

The Rentee must ensure that the entrance and emergency exit doors as well as the interior traffic doors are completely unobstructed to allow for rapid evacuation. No door can be locked.

In the alleys, obstacles such as cables must be covered with mechanical protection (trunking).

At all times, the emergency exits must remain permanently visible and accessible. The Rentee will ensure that, throughout the duration of the Rental Contract, the use of all exits and the emergency exit signage are not hindered by activities related to its event. No installation can impede or hinder the closing of fire doors.

- **Prohibited objects or equipment**

The Rentee shall not introduce flammable, dangerous, toxic, combustible or explosive materials and/or equipment into the provided premises.

Smoking in the provided premises as well as in the common areas is strictly prohibited.

Fog machines or any type of equivalent machine are prohibited inside the premises.

The use of smoke bombs, fire, candles without protection, confetti, sand and foam as well as balloons inflated with helium is prohibited inside the building.

Article 10 **Modifications at the behest of the Rentee**

The Rentee is obliged to use the premises provided with due care and diligence, and return them to Luxembourg Congrès upon expiration of the Contract in the same state as that in which they were received.

Every stand or installation must arrive at the European Convention Centre Luxembourg ready to be assembled, and must be protected with carpeting in order not to damage the marble floor.

Under no circumstances may the specific arrangements requested affect the security of the conference centre in terms of the security provided.

The parties must refer to Article 9 of these General Terms and Conditions in relation to the security instructions to be observed by the Rentee.

- **Restrictions on layouts and installations**

Should the Rentee require specific layouts or installations for its event, the Rentee must instruct an authorised inspection body to verify the proper execution of the assembly or installation of the objects in question, and, respectively, of their disassembly or removal.

In the event of assembly or disassembly of the installations by the Rentee, the latter must take all the necessary measures in order not to disturb or impede the tranquillity and the safety of persons present within the premises.

Under no circumstances is the Rentee authorised to drill holes in existing infrastructure.

Any hanging or bonding of any elements including signage elements on existing structures is strictly prohibited. In the event of an infringement, Luxembourg Congrès is expressly authorised to immediately remove any such hanging and/or bonded elements. If, as a result of this removal of hanging and/or bonded elements, the existing elements are damaged, their restoration will be fully and exclusively borne by the Rentee.

Article 11 **Repairs**

Should Luxembourg Congrès identify any defect, damage or deterioration of the room(s) or spaces provided, they must be restored by specialised tradesmen to be retained and briefed solely by the Conference Centre at the Rentee's expense.

Luxembourg Congrès will directly return the premises to their pristine state and will proceed with any necessary repairs, all of which are at the Rentee's expense.

Article 12 **Noise emissions**

The Rentee undertakes to control the sound so as not to interfere with other activities and other users.

Noise emissions should not be an inconvenience for others in the vicinity. They must therefore be in compliance with the Grand-Ducal Regulation of 16 November 1978 in relation to the acoustic levels of music inside establishments and in their vicinity, and to the amended regulation of 13 February 1979 regarding noise in the immediate proximity of establishments and buildings sites.

The Rentee also undertakes to pay any royalties, taxes, etc., which fall due for intellectual property rights with respect to audio-visual and/or sound media that may be broadcast during the term of the Contract.

Article 13 **Cancellation and termination**

In case of total cancellation of the Contract by the customer, and except the fact that the cause of this cancellation is foreign or external to the Rentee or results from a case of force majeure, the cancellation will entitle Luxembourg Congrès to the following compensation:

- Cancellation occurring between the day of the reservation and up to 12 months prior the 1st day of allocation: 50% of the total amount as set out in the contract
- Cancellation occurring from 12 months and up to 6 prior the 1st day of allocation: 75% of the total amount as set out in the contract
- Cancellation occurring within 6 months prior the 1st day of allocation: 100% as set out in the contract

In any case, all sums already paid on the date of the cancellation will be retained by Luxembourg Congrès and the sums remaining to be paid will be payable to Luxembourg Congrès within ten (10) days of the cancellation, with Luxembourg Congrès reserving the right to seek additional damages.

Following cancellation charges do apply to each notice of **partial cancellation** reaching Luxembourg Congrès :

- Partial cancellation occurring between the day of the reservation and up to 6 months prior the 1st day of allocation; client will be able to cancel for free 50% of the total estimated in the contract (Rental cost only)
- Partial cancellation occurring between 6 months and up to 3 months prior the 1st day of allocation; client will be able to cancel for free 25% of the total estimated in the contract (Rental cost only)
- Partial cancellation occurring between 3 months and up to 15 days prior the 1st day of allocation; client will be able to cancel for free 25% of the total estimated in the contract (Rental cost only)
- Partial cancellation occurring between the 15 days prior the event and up to the event start ; all cancellation will be charged

Luxembourg Congrès may terminate the Contract immediately, ipso jure at any time without notice or judicial intervention in the event of a serious breach by the Rentee of its contractual obligations and in the following cases:

In the event of non-compliance by the Rentee with its contractual obligations and in particular the provisions resulting from these General Terms and Conditions

- Should the planned event be likely to damage the image of the European Convention Centre Luxembourg
- Should the Rentee fail to observe the security measures or fail to comply with official administrative obligations or any legal or regulatory provision
- Should the Rentee be declared bankrupt
- Should there be concrete indications of a risk entailing a breach of security and public order

- Should an event with the characteristics of force majeure intervene and render Luxembourg Congrès incapable of providing the premises.

In case of termination of the Contract due to a serious breach by the Rentee, the latter will remain liable for payment of the total price of the Contract.

Termination for any of the above causes does not entitle the Rentee to claim damages against Luxembourg Congrès.

Article 14 **Liability and insurance**

The Rentee is liable for all damage to the spaces used and also for any damage caused to third parties by its staff, agents, suppliers, subcontractors and any other persons introduced into the building by the Rentee.

The Rentee undertakes to conclude the necessary insurance contracts in connection with the provision of the rooms.

In particular, the Rentee, on its own behalf and for its agents, is obliged to take out insurance covering its civil liability for any bodily or material damage that may be caused to third parties, including participants in their event.

Luxembourg Congrès reserves the right to ask the Rentee for proof of subscription to this insurance prior to the event being held.

In any case, Luxembourg Congrès bears no responsibility for safeguarding equipment and/or instruments rented by the Rentee or belonging to it from damage or loss.

Any possible repairs as well as work performed by Luxembourg Congrès as a result of non-compliance with contractual obligations or due to the negligence of the Rentee are the responsibility of the latter and will be invoiced to the Rentee at cost under the conditions of Article 10 of these General Terms and Conditions.

Article 15 **Advertising**

The Rentee's advertising of its event is conducted under its sole and entire responsibility.

Under no circumstances can Luxembourg Congrès be held responsible for violations of the applicable legislation by advertising displays effectuated by the Rentee.

Luxembourg Congrès can prohibit any advertisement that it deems harmful to its image.

In the event of legal proceedings, Luxembourg Congrès reserves the right to take action against the Rentee responsible for the offence.

Article 16 **Force majeure**

Either of the parties may cancel all or part of the event or modify its date, opening hours or venue in the event of force majeure.

Force majeure means any external, unforeseeable and irresistible event that is beyond the Parties' control and within the meaning of article 1148 of the Civil Code (Luxembourg), in particular one of the following cases: fire, natural disasters, social unrest, terrorist acts, water damages, outages of electrical power, failure of technical resources, decision of the Luxembourgish authority to limit gatherings and/or to close all or part of the buildings managed by Luxembourg Congrès.

The parties shall notify each other of the occurrence of force majeure events.

The parties agree to cooperate in mitigating collectively the damages arising from force majeure events.

Article 17 **Applicable law and competent courts**

The relationship between Luxembourg Congrès and the Rentee is governed by Luxembourg law.

In the event of a dispute in relation to its interpretation or execution, the parties shall attempt to reconcile and find an amicable solution, and shall do so with the utmost discretion.

In the absence of an amicable resolution, the courts of Luxembourg City have sole jurisdiction for adjudicating any dispute related to the Rental Contract or these General Terms and Conditions.

Article 18 **Final provisions**

The Rental Contract as well as these General Terms and Conditions are concluded intuitu personae.

The Rentee has no right to assign the benefit of the Contract or of these General Terms and Conditions, or to have itself replaced, or to make the rooms and spaces available to a third party.

The Rentee and any such third party will be jointly and severally liable in case of non-compliance with this prohibition.

The parties mutually undertake to treat as confidential all the information they exchange or that they may have gained knowledge of during the execution of the Rental Contract.