

Terms & Conditions Atrium 5 bvba

Version as of 01 November 2010

Article 1 – Scope

1.1 These are the Terms & Conditions of Atrium 5 bvba, located at Schoutetstraat 10, B-2800 Mechelen, registered as a company in Belgium under no. BE 0810.806.964, hereinafter referred to as "Atrium 5".

1.2 The present Terms & Conditions are applicable to all business transactions that Atrium 5 carries out with third parties and shall prevail over all other Terms & Conditions of third parties, such as partners, clients or suppliers. Unless stipulated and defined otherwise, any third party shall waive his or her own terms and conditions.

1.3 By the mere fact of entering into an agreement with Atrium 5, the other party declares that he or she (a) has taken note of these Terms & Conditions, (b) expressly agrees to them and (c) is bound by them.

1.4 It is not possible to deviate from these Terms & Conditions unless this is expressly agreed upon in writing with a third party.

1.5 Atrium 5 reserves the right to modify these Terms & Conditions at any time and without prior notice.

1.6 These Terms & Conditions are a translation of the original Dutch version. In case of a contradiction between this version and the Dutch version, the latter will supersede this one.

Article 2 – Bookings

2.1 Unless specified otherwise, all rates quoted include VAT and the services described on the website of Atrium 5. Alcoholic beverages are never included.

2.2 The client can request a booking either using the form on the Atrium 5 website or by phone. Atrium 5 will then invite the client to pay a deposit.

2.3 A booking is not final until Atrium 5 has received the deposit, which must always be before arrival.

2.4 The outstanding balance of the total amount due must be paid before departure. Atrium 5 accepts payment by credit card (either Visa or MasterCard) or in cash. Cheques are not accepted.

2.5 In the case of stays lasting longer than a month, Atrium 5 reserves the right to bill the client monthly.

2.6 Any changes made to a booking will be subject to an administration fee of 100,00 euros charged to the client.

Article 3 – Invoices

3.1 Unless specified otherwise, all our invoices are payable upon receipt.

3.2 Any complaints concerning services provided cannot be used as an excuse to postpone or delay payment of our invoices. Payment without reservation of part of the invoiced amount is regarded as acceptance of this invoice.

3.3 Late payment or non-payment shall be regarded as a contractual fault under Article 1147 of the Civil Code. Non-payment or late payment of our invoices entitles Atrium 5, by law and without notice of default, to compensation of 12% of the invoiced amount, with a minimum of 200,00 euros. Furthermore, interest on arrears of 1% per month will be incurred, each part-month counting as a full month. Compensation and interest are payable, regardless of any legal interest and costs.

3.4 Part-payments shall be accepted by Atrium 5 without prejudice and with full reservation of all rights. They shall first be allocated to any legal costs incurred, then to the interest due, thereafter to the fixed compensation and, finally, to the principal amount.

3.5 In the event of non-payment or late payment of our invoices, Atrium 5 reserves the right to postpone or cancel any further work for the client. In this case, Atrium 5 shall be under no obligation to offer compensation or a refund to the client.

Article 4 – House rules

4.1 Guests staying with us shall respect public order rules at all times and shall do nothing to disturb the peace and privacy of other guests or neighbours.

4.2 A maximum of two overnight guests per studio is allowed.

4.3 A strict no-smoking policy applies in both studios. Pets are not permitted in the studios.

4.4 Any damage to a studio or its contents that occurs during the occupant's stay shall be recovered from the occupant. In the event of theft, Atrium 5 also reserves the right to institute proceedings.

Article 5 – Liability

5.1 Under no circumstances is Atrium 5 liable for indirect damage such as, for example, commercial or financial loss, loss of data, loss of reputation, loss of profit or turnover, loss of clients and loss resulting from legal action taken by third parties against the client.

5.2 With respect to the client, Atrium 5 shall only be liable for actual and proven damage resulting from the explicit obligations in the agreements entered into with Atrium 5, to the exclusion of any other implicit or unwritten obligations. Per claim or series of claims arising from the same event or the same cause, the liability of Atrium 5 under or in connection with an agreement entered into with Atrium 5 shall in no case exceed the total of the amount invoiced to and paid by the client.

5.3 The rights and obligations of the client deriving from the agreements entered into with Atrium 5 cannot be transferred, either in part or in full, to a third party without the prior written consent of Atrium 5. If a provision in an agreement entered into with Atrium 5 or the execution of such a provision should become or be unfeasible at any level, under any circumstances or for any one of the parties, the other provisions of the agreement will remain in full force.

5.4 In the event of a dispute between Atrium 5 and a third party, the courts of Mechelen shall have sole jurisdiction.