

General Terms and Conditions of BCN

Applicability

1. The General Terms and Conditions of BCN shall apply to the relationship ('Agreement') between BCN B.V. ('BCN') and its Contracting Party ('Contracting Party'), which Agreement shall be concluded when Contracting Party signs the offer that has been made and signed by BCN. A scanned version of the offer signed by Contracting Party shall be mailed to sales@bcn.nl after signing.

Prices

2. The prices included in an offer shall refer to the prices per room, excluding catering and including any applicable VAT (whereby the room rental concerns a service that is exempted from VAT).
3. When determining arrangement prices, BCN shall apply a minimum of five persons. When there is less than five persons, separate room rental prices shall apply.
4. BCN has a room at its disposal ('the Plenary Room'), which is based on the actual number of persons that will use it. If more room is required at any moment, BCN can make a surcharge for this.
5. a. The following shall apply as a basis for the prices to be determined (and other arrangements) for the year following the current year: (i) the total price of the bookings of Contracting Party in the year prior to the current year and (ii) the forecast price of the bookings of the current year.

b. BCN shall provide periodical information to Contracting Party about the price of the bookings made until that moment in the current year and about the price of the bookings that have already been made until that moment, but which have not been used. If the actual number of bookings and related turnover for BCN differs from the number of bookings agreed by BCN and Contracting Party and the related turnover, BCN shall be entitled to change its prices.
6. The prices agreed between BCN and Contracting Party shall be confidential and can only be revealed with the explicit permission of the other party.
7. Any applicability of VAT shall depend on the applicable statutory provisions. If modifications in these statutory provisions result in a different VAT rate/application, this shall be fully included in the prices applied by BCN.
8. As part of its service, BCN shall offer parking facilities at its locations. This partly concerns parking facilities managed by BCN and partly parking facilities managed by third parties. With regard to the parking facilities of third parties, it applies that when these third parties increase the rates in respect of BCN, BCN can pass on this price increase to Contracting Party – also when it concerns arrangements which include parking costs– upon delivery of proof by BCN of the price increase in question by third parties.

Cancellation conditions

9. Cancellation of the entire group up to 30 persons.
 - In the event of a cancellation until two weeks before the commencement date of the booking, Contracting Party shall be allowed to cancel the booking free of charge.
 - In the event of a cancellation as from two weeks until one week before the commencement date of the booking, Contracting Party shall be obliged to pay 50% of the total reservation price to BCN.
 - In the event of a cancellation between 7 working days and 2 working days before the commencement date of the booking, Contracting Party shall be obliged to pay 75% of the total reservation price to BCN.
 - In the event of a cancellation as from 48 hours until the commencement date of the booking, Client shall be obliged to pay 100% of the total reservation price to BCN.

10. Cancellation of individual participants who are part of a group until 30 persons.
 - Contracting Party can change the number of persons of the booking free of charge until 3 working days before the commencement date of the booking.
 - In the event of a cancellation within 3 working days before the commencement date of the booking or in case of non-appearance of an individual participant, Contracting Party shall be obliged to pay 100% of the reservation price to BCN.

11. The Uniform Terms and Conditions of the Catering Sector shall apply to the cancellation of a booking of a group as from 30 persons or of individual participants who are part of a group as from 30 persons.

Liability

12. Contracting Party shall be liable for all damage caused to BCN by himself or by a (natural) person affiliated to him. Contracting Party shall also be liable for all damage of BCN which results from an attributable failure of Contracting Party under an Agreement.

13. BCN shall reserve the right to always change communicated opening dates of new locations, in which case BCN shall never be held liable for any loss suffered by Contracting Party or third parties – including direct and indirect loss – which may result from this.

Options and changing bookings

14. Contracting Party can voluntarily take an option until two weeks before the commencement date of a booking. If BCN receives a different request during a current option, BCN shall contact Contracting Party, after which Contracting Party shall have 48 hours to change the option into a final booking.

15. BCN is entitled to change booked room(s) according to the size of the group and the nature of the reservation.

16. When hotel rooms have been reserved by Contracting Party (as part of a booking), Contracting Party shall provide details about the persons who will use the hotel rooms at least 2 weeks before the commencement date of the booking.

Payment procedure

17. Invoices of BCN shall be paid by Contracting Party within 14 working days after the invoice date. If the outstanding amount has not been credited to the account of BCN within 14 working days, BCN shall be entitled to charge interest costs as from working day 15 after the invoice date.
18. All costs shall be passed on directly to the Client, unless agreed otherwise with the Client. If certain costs must be passed on to individual persons, BCN will charge EUR 15.00 for administration costs per separate invoice.

Final provisions

19. Besides the General Terms and Conditions of BCN, the Uniform Terms and Conditions of the Catering Sector shall apply to the relationship between BCN and Contracting Party. In the event of any conflict between provisions from the General Terms and Conditions of BCN and provisions from Uniform Terms and Conditions of the Catering Sector, the General Terms and Conditions of BCN shall prevail.
20. BCN is willing to provide an immediate offer for specific requests (which do not fall under arrangements that have already been made). The relevant contact details of BCN Reservations are: (phone) +31 (0)30 2 567 391 and (email) reserveringen@bcn.nl. If applicant is already a client, he/she can contact the relevant BCN account manager.
21. The General Terms and Conditions of BCN and the Agreement shall be governed by the Dutch law. All disputes in connection with or by virtue of the General Terms and Conditions of BCN and the Agreement shall solely be submitted to the competent court in Amsterdam.