

## **Terms and conditions Be Event Group Sevilla**

*Last updated: 20-07-2020*

*Please read these Terms and Conditions carefully.*

*Your access to and use of services from Be Event Group Sevilla is subject to the acceptance of and compliance with these Terms and Conditions.*

### **Article 1. Definitions**

In these terms and conditions, the following terms are defined as:

- A. Activities: all activities, programs and events organized by the Be Event Group Sevilla, henceforth abbreviated as BEGS.
- B. Client: all companies, consumers and other participants who use the services of BEGS.
- C. Participant: anyone who actively and or passively participates in an activity organized by BEGS.
- D. Supplier: the person, other than the client, who supplies goods, services or other monetary services to BEGS.
- E. The Management: The person in charge and or principle of the Be Event Group Sevilla who is registered with the Agencia Tributaria of Spain under number ES-Y5303491G.
- F. Other party: can refer to the client, participant and or supplier.

### **Article 2. Applicability of conditions**

1. These terms and conditions are applicable to all offers and agreements between BEGS and all counterparties, insofar as the parties have not explicitly deviated from these terms and conditions, in writing and agreed to by both parties prior to an event.

### **Article 3. Quotations**

1. All quotations from BEGS are informal offers without obligation.
2. Quotations and offers (including prices and period (s)) are valid until the final option date indicated on them, after which, BEGS reserves the right to withdraw or amend the quotation. All bookings will be regarded as provisional until a signed copy of these Terms & Conditions has been received from the client. BEGS is not under any obligation to continue holding provisional bookings beyond the given option date stated on the quote
3. If a booking is made 2 weeks prior to the event and BEGS incurs extra costs to facilitate the event, BEGS reserves the right to charge 10% of the total invoice amount to offset additional reservation costs.
4. All prices and or offers are quoted exclusive of value-added tax (VAT) and other government duties, any costs to be incurred in the context of the agreement, including travel, accommodation, shipping and administrative costs, unless stated otherwise.

5. A composite price offer does not oblige BEGS to perform part of an offer at the corresponding percentage of the stated price. Offers and quotations made are not automatically applicable to future orders.
6. The price is determined by the number of participants and the chosen event date. An offer will be revised if there is a change in the date and or the number of participants by the Client.
7. Quotations made 9 (nine) months or more before the event date are indicative and unless otherwise stated, subject to any unforeseen price changes by event suppliers.

#### **Article 4. Realization of agreement**

1. Registration and confirmation for an event can be done by telephone or via the internet.
2. When confirmation is made by telephone or via the internet, the BEGS general terms and conditions also apply to the subsequent written agreement.
3. BEGS verifies the registration and or confirmation by email for an event organized by BEGS by means of a signed agreement and or invoice for the relevant services.
4. By signing the agreement or paying the invoice, the client agrees to our terms and conditions as set out in this document.

#### **Article 5. Acknowledgement of risk**

1. A Client or participant who has signed the confirmation of an agreement for an event (or confirmed by telephone or via the internet) declares acknowledgement of the possible degree of difficulty, severity and risks of the activities in which all participants will participate.
2. The Client declares to have reported to BEGS all relevant medical information and or particular conditions of all participants for whom this agreement has been signed.
3. The Client declares that they and their participants are able to participate in the activities with regard to health and fitness, without endangering themselves or others.

#### **Article 6. Modification of agreement**

1. BEGS management may change the agreement or the confirmation of the agreement as a result of serious changes in circumstances when and if immediately communicated to the party or parties concerned.
2. BEGS reserves the right to adjust the price per participant in the event of interim changes in group size or in the event of a change in the chosen date.
3. The number of participants may be adjusted by a maximum of 10% up to 2 weeks prior to the event date without consequences to the quoted price per person provided that the adjustment does not fall into another price per person category due to this change.
4. In the event group size is reduced by more than 10% after confirmation of the event, cancellation conditions will apply to original booking. (see Article 12).
5. BEGS cannot guarantee that changes communicated within 7 working days prior to the event date can be fully processed. BEGS will do its utmost to implement these changes but reserves the right to charge a change fee of 10% of the agreed upon package price, with a minimum fee of € 50,- excluding VAT.

6. If after confirmation of the event, the client changes the event date, BEGS reserves the right to charge a change fee of 5% of the agreed upon package price, with a minimum fee of € 50,- excluding VAT.
7. In the event the client or participants arrive more than half an hour (30 minutes) late for the start of the activities, BEGS reserves the right to shorten the program or charge additional costs for any changes that have to be made as a result thereof.

#### **Article 7. Proxies and authorizations**

1. Only Management - either in person or by written proxy to one of the employees of BEGS - is authorized to include terms in a contract that deviate from these general terms and conditions.
2. The person acting on behalf of the other party is assumed to be authorized by the other party to do so.
3. When confirming an activity with BEGS, it is assumed that the management of the participating company, association or institution and the contact person agree to the general terms and conditions, as laid out in this document.

#### **Article 8. Jointly and severally Liable**

1. Whomever books the activity on behalf of other participants is jointly and severally liable for all other participants who are registered by that person.

#### **Article 9. Damages**

1. Costs arising from damage and or destruction caused by participants will, insofar as not recoverable from the perpetrator(s) themselves, be paid by the client and or participants.
2. If a participant causes a nuisance to the extent that the relationship between BEGS and the owners of the location and or the supplier is seriously damaged, the relevant participant can be excluded from participation. Any costs arising from this will be borne by the participant concerned.

#### **Article 10. Supervision and implementation**

1. Participants who have confirmed an activity with BEGS are required to follow the directions of the Management (from both BEGS and or suppliers hired by BEGS) throughout the program when these directions are necessary to ensure the smooth and safe progress of the activity.
2. If, during the activity it becomes apparent that a participant has physical or psychological limitations, is guilty of misconduct or is otherwise disruptive, the participant can be excluded from further participation. Any costs arising from this will be borne by the participant concerned.
3. BEGS guarantees the overall coordination of the contracted event, including the materials and services to be supplied by third parties.
4. When an event is held on location, it is the client's responsibility to ensure that the location meets the required specifications as stipulated in the agreement.
5. BEGS reserves the right to have certain contract work performed by third parties.

## **Article 11. Payment terms, collection charges and statutory interest.**

1. Payment must be made within 14 days from the date of the invoice, unless otherwise agreed, by legal tender at the BEGS office or by transferring the amount due to the BEGS IBAN number.
2. BEGS reserves the right to cancel an event if payment for said event is not received within the specified time.
3. Failure to make payment on the invoice by the due date means the client or participant is in default; from the moment of default client shall also be liable for interest on the sum due at the rate of one per cent per month from the moment of default.
4. If the contractor fails to make payment on the invoice by the due date or fails to compensate for any damages incurred, BEGS reserves the right to proceed with collection. All costs resulting from collection will be borne by the contractor. Statutory interest is also payable on the invoice amount and will be charged from the due date.
5. Furthermore, the client or participant is obliged to compensate extrajudicial collection costs equal to 15% of the amount claimed, unless this amount is deemed unjust.
6. Variable or unforeseen costs, such as extra catering, extra activities, transport costs, consumptions, will be invoiced to the client after the contracted event has taken place, unless otherwise agreed. Additional Expenses – any additional expenses or fees resulting from any changes made by the Client, that have not been quoted in the agreed proposal but subsequently incurred by BEGS, will be invoiced separately after the event.
7. BEGS reserves the right to deviate from these payment conditions.

## **Article 12. Cancellation**

1. Notice of cancellation of an event must always be made in writing.
2. If an agreement is canceled by the client, the client will, in addition to reservation costs, be charged a cancellation fee. Should an event be cancelled, the following cancellation charges will apply and extend to the total charge which includes: any required accommodation, function room hire, equipment, pre-booked food and beverage charges. In addition, the client will settle any third party charges incurred by BEGS on behalf of the client.

The following cancellation fees will be charged:

- a. Cancellation 8 weeks (56 working days) or more prior to the agreed event date, only actual costs incurred up to that time will be charged.
  - b. Cancellation between 8 and 4 weeks (55 – 28 working days) prior to the agreed event date: 50% of the total event price will be invoiced.
  - c. Cancellation between 4 and 2 weeks (27 -15 working days) prior to the agreed event date, 80% of the total event price will be invoiced.
  - d. Cancellation within 14 days (incl. the 14th day) prior to the agreed event date, 100% of the total event price will be invoiced.
3. If the actual costs to BEGS exceed the cancellation costs as a result of the cancellation referred to in Article 12 subsection 2, these additional costs may also be charged.
4. For reservations / cancellations with regard to hotel and catering, please refer to the applicable catering terms and conditions.

5. BEGS reserves the right to cancel activities in case of force majeure. This will always be done with stated reasons.
6. In the event that BEGS is forced to cancel an activity due to force majeure, any advances payments made by the client will be 100% refunded.
7. In the event of cancellation, BEGS will not be liable for additional compensation to the client, such as but not limited to, compensation for costs incurred other than the costs for the BEGS event, costs incurred by the client to third parties, or compensation claims.

### **Article 13. Liability and force majeure**

1. If under the signed agreement the event does not meet the expectation which the client or participant may reasonably have, BEGS is obliged to compensate any damages, unless the shortcoming in the performance cannot be attributed to BEGS, nor to the supplier whose assistance BEGS uses in the execution of the agreement, because:
  - a. of the attributable shortcoming of the client or participant in the execution of the agreement; or
  - b. unforeseen shortcomings in the execution of the agreement or is attributable to a third party who is not involved in the provision of services included in the activities; or
  - c. the shortcoming in the execution of the agreement is due to an event that BEGS or the party that BEGS uses in the execution of the agreement, with due care, could not be foreseen or remedied; or
  - d. the shortcoming in the execution of the agreement is due to force majeure as referred to article 13 subsection 2 of this article.
2. Force majeure means any cause or causes not reasonably within the control of the party claiming relief and which, by the exercise of reasonable diligence, such party is unable to prevent or overcome. BEGS shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery, and BEGS shall be entitled to a reasonable extension of its obligations.
3. The contractor is fully liable for damage or theft of equipment and or parts of an interior / decoration during the construction / dismantling of an event which takes place at the location of the contractor. In this case, the contractor bears the responsibility and expense for taking out event insurance.
4. The events referred to under article 13 subsection 3 must be immediately reported to BEGS. BEGS reserves the right to have repairs carried out or to purchase new equipment from companies of its choice.
5. When replacement is necessary, the contractor will reimburse, at new replacement value, the equipment or parts that need to be replaced.

### **Article 14. Exclusion and Limitations of Liability**

1. In the event of liability for damage due to death or injury of the client or participant, liability is limited to a maximum compensation of € 1,000,000,-

2. Without prejudice to the provisions of subsection 1 of article 14, BEGS's liability for damage other than that caused by death or injury to the client or participant is limited to a maximum of three times the invoice amount, unless there is proven intent or gross negligence on the part of BEGS.
3. BEGS accepts no liability for damage when there is a claim for compensation which falls under travel or cancellation insurance.
4. BEGS accepts no liability for damage and or injury arising from one or more participants having consumed alcohol prior to and or during the event. BEGS's permission to consume alcohol before and or during an event does not in any way mean that BEGS acknowledges liability in the event of accidents and or injuries as a result of alcohol use.

### **Article 15. Complaints**

1. Complaints regarding events organized by BEGS must be submitted in writing to BEGS within 5 days after the event or program has taken place.
2. The submission of complaints does not suspend the obligation for payment of the invoice.

### **Article 16. Dispute resolution**

1. Any dispute between other parties and BEGS, if the court has jurisdiction, will be settled by the Spanish legal system. However, BEGS remains authorized to summon the other party to appear before the court that has jurisdiction according to the law or the applicable international treaty.

### **Article 17. Applicable law**

1. Every agreement between BEGS and other parties is governed, construed, and enforced in accordance with Spanish law. These Terms and Conditions and all agreements made shall be governed by and construed in accordance with the law of Spain and the parties hereby submit to the exclusive jurisdiction of the Spanish courts.

### **Article 18. Copyright and intellectual property**

1. Without prejudice to the provisions of these general terms and conditions, BEGS reserves the rights and powers vested in it under the Copyright Act.
2. Industrial or intellectual property rights of programs, assignments, ideas, activities devised or realized by BEGS will, without further permission, belong to BEGS.
3. Clients are not permitted to carry out a BEGS tailor-made activity or associated program themselves or with a competitor of the BEGS.