

## General terms and conditions VIP services

(Last amended on 1 September 2021)

These general terms and conditions cover the reservation and purchase of VIP services, as offered by Brussels Airport Company NV, with registered office at BluePoint Brussels, Auguste Reyerslaan 80, 1030 Brussels, Brussels Register of legal entities, registered with the Crossroads Bank for Enterprises under number 0890.082.292 and with operating offices at Brussels National Airport, 1930 Zaventem (hereinafter referred to as “BAC” or “we”).

By placing a reservation for VIP series, you acknowledge the contents of these general terms and conditions and agree unconditionally to them, and also to the documents referred to here, including the specific VIP services Privacy policy as attached to these General Terms and Conditions.

In addition, certain dignitaries may also be subject to specific treaties or other rules, which can be consulted at: [https://diplomatie.belgium.be/en/services/Protocol/protocol\\_guide/visits\\_airport\\_access](https://diplomatie.belgium.be/en/services/Protocol/protocol_guide/visits_airport_access) en [https://diplomatie.belgium.be/en/services/Protocol/circular\\_notes/diplomatic\\_missions](https://diplomatie.belgium.be/en/services/Protocol/circular_notes/diplomatic_missions).

### 1. Definitions

“Visitor”: a visitor of the Customer in the Protocol who does not purchase VIP service

“Delegation”: one or more passengers who travel with a Customer

“Customer”: a person who requests or uses a VIP service

“Airport”: Brussels Airport

“Protocol”: the Protocol building at the Airport, consisting of VIP rooms and a press room

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“VIP rooms”: the reserved rooms, meeting rooms or lounges in the Protocol that can be reserved by a Customer

“VIP services”: the services that a Customer and where relevant the Delegation can use with access to the Protocol, as summarised in the annex

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“Conditions”: the current general terms and conditions that cover the VIP services, including the annex

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### 2. Reservation of VIP services

- 2.1. Unless a Customer reserves VIP services via a third party, a Customer who wishes to reserve VIP series shall send an e-mail about this directly to BAC at [vip@brusselsairport.be](mailto:vip@brusselsairport.be). The Customer is thereby requested to submit certain details, including flight details, passenger details, credit card details, the VIP services selected and, where relevant, the details of the Delegation and/or Visitors. The maximum number of Visitors permitted shall be communicated by BAC to the Customer.
- 2.2. The reservation of VIP services can be made no later than 48 hours before departure or arrival of the flight, except as explained in article 4.
- 2.3. Only when BAC has expressly confirmed the reservation of the Customer by e-mail, is the agreement for the purchase on VIP services concluded. If there is no confirmation by BAC, the reservation shall be deemed to have been refused.
- 2.4. Any additional agreements only form part of the agreement if these are confirmed by BAC in an e-mail to the Customer.

### 3. Fees and payment terms

- 3.1. . For some VIP services, BAC must first check the price with the partner concerned, but the Customer shall always receive an overview of the total cost price before being expected to make a payment.
- 3.2. On receipt of the reservation confirmation, the Customer shall be invited to pay. Unless agreed otherwise, the Customer may choose one of the following payment methods: payment by transfer, payment on receipt of an invoice or payment by credit card in the Protocol. Online payments, payments in cash or by means of cheques shall not be accepted.
- 3.3. All amounts due are excl. VAT and/or other taxes, unless otherwise stated.
- 3.4. Unless agreed otherwise, every payment should be transferred to the account designated by BAC within 30 days of the date of invoice or, if there is no invoice, after the date of sending the reservation confirmation by e-mail. In any case, payment must be made before the Customer makes use of the VIP service.
- 3.5. Any amount due that has not been paid by due date shall, by operation of law and without prior notice of default, be increased with default interest equal to the legal interest. In addition, a standard fee equal to 10% of the amount due, with a minimum of 25 EUR, shall be due for the

administrative costs caused by the late payment.

- 3.6. Notwithstanding all the other rights of BAC, BAC is entitled to suspend/terminate the VIP services automatically and without prior legal intervention in the event of non-payment of any amounts due that are undisputed or not disputed in good faith, including the payment by the Customer of the damages and default interest due. All consequences of the suspension/termination of the VIP services due to non-payment are for the account of the Customer.
- 3.7. The Customer is not entitled to compensate any claims it may have on BAC with any amounts the Customer may owe to BAC.

#### **4. Last-minutes**

- 4.1. If the Customer wants to place a reservation for VIP services within 48 hours before the departure or arrival of his/her flight ("last minute"), or wants to change or cancel an existing reservation, he/she should contact our customer services (see article 9).
- 4.2. The Customer may cancel free of charge up to 24 hours before departure or arrival. When the Customer cancels less than 24 hours before departure or arrival, he/she shall be charged 50% of the total price. If a cancellation takes place less than 12 hours before departure or arrival, the Customer shall be charged 80% of the total price. If the Customer does not show up in the Protocol without cancelling the VIP services in advance, he/she shall be charged 100% of the total price.
- 4.3. In the event of a last-minute request, additional costs can be charged. From 12 hours before departure or arrival, the Customer shall be charged 20% of the total price. If a partner of BAC imposes additional costs for such requests, BAC shall inform the Customer of this in advance. The possibility of last-minute reservation or changes to the reservation is dependent on availability. BAC is unable to offer any guarantee about this.

#### **5. Obligations of the Customer**

- 5.1. In order to allow the service to operate as efficiently as possible, the Customer is bound:

- a) to submit all details necessary for providing the VIP services to BAC;
- b) to meet all relevant official and legal requirements of the country from which the flight departs, the country to which the flight departs and/or the country where transfers between flights take place;
- c) to be in possession of a passport and valid travel documents for the country to which the Customer travels and/or where he/she shall transfer to a connecting flight;
- d) to be in possession of valid flight tickets for the flight stated at the time of booking;
- e) to undergo a screening, unless the Customer can furnish written proof that he/she is exempt from such screening;
- f) to comply with all rules and conditions with regard to safety and security;
- g) to arrive at the Protocol in good time when departing from the airport, as indicated on the reservation confirmation; and
- h) to treat the fittings of the VIP rooms carefully and to leave them in a good condition.

5.2. Photography, video and audio recordings and other invasive or disturbing behaviour are prohibited. The Customer, the Delegation and Visitors are responsible for acting in a discrete and correct way and may not approach other passengers nor reveal the presence of such a passenger to a third party, nor enter any areas of the Protocol except the designated VIP rooms.

5.3. The Customer, the Delegation and Visitors should dress appropriately. Clothing should be decent and not offensive.

5.4. When a Customer, the Delegation and/or Visitors do not comply with one of the obligations above, this can restrict or completely obstruct the operation of the VIP services and BAC shall be entitled, at their own discretion, to remove them from the Protocol. In that event, the Customer loses any entitlement to repayment or crediting of the price paid for the VIP services booked.

#### **6. Liability**

- 6.1. The Customer, Delegation and Visitors enter the Protocol and the Airport at their own risk and should at all times follow the instructions of our staff. They are and remain fully responsible for their personal

- possession throughout the entire time during which the VIP service is provided.
- 6.2. With the exception of proven wilful or gross negligence, BAC cannot be held liable for any damage, theft or loss of possessions belonging to the Customer, Delegation and/or Visitors. BAC is also not liable for indirect or consequential damage, such as loss of turnover or loss of profits.
  - 6.3. The Customer is liable for all damage that is caused or occurs as a consequence of the use of the VIP services (including VIP rooms) by the Customer, Delegation and/or Visitors. BAC is, in such cases, entitled to have the damaged objects repaired or replaced as required at the expense of the Customer.
  - 6.4. Each airline performs its service according to its own applicable conditions. The Customer must, at all times, comply with the conditions of his/her chosen airline (including any possible luggage restrictions). The Customer is responsible for checking the flight schedules he/she has chosen and any changes to those flight times and is responsible for complying with the correct passport, visa, health and other demands. BAC is in no way responsible should the airline of the Customer (including the Delegation) prevent for whatever reason the Customer from travelling, or if a Customer suffers loss or damage as a result of a delayed or cancelled flight. BAC shall not intervene in disputes between passengers and an airline.
  - 6.5. BAC is not liable for a delay or non-performance of the VIP services if this is due to an event that cannot be foreseen and is not the consequence of a mistake or intent of BAC ("force majeure"). Examples of force majeure are war, rebellion, terrorism, pandemic, strikes or social conflicts, immediate termination by a supplier of the collaboration between BAC and that supplier, without this termination being the consequence of a material shortcoming by BAC.

## **7. Refusal, suspension and termination**

- 7.1. BAC can at any time refuse a reservation request if:
  - a) the Protocol has insufficient capacity;
  - b) the Protocol is not accessible due to security and/or privacy reasons;
  - c) if there are diplomatic reasons or objections from the government; or

- d) the Customer, the Delegation and/or Visitors do not comply with their obligations, including those stated in article 5.

- 7.2. BAC also reserves the right to refuse an agreement for reservation of a VIP service, to offer it under different conditions or to terminate it immediately if one of the situations stated in article 7.1 should occur. The Customer is entitled to refuse an amended reservation or one made under different conditions, as a result of which no agreement is concluded.

## **8. Privacy**

- 8.1. When the Customer reserves and receives VIP services, BAC can process certain personal data of the Customer, Delegation and/or Visitors. BAC shall only process these personal data in accordance with the applicable laws concerning the processing of personal data, in particular with the General Data Protection Regulation (GDPR or AVG).
- 8.2. If you would like to know more about which data are processed and the reason why BAC collects and processes such data, and also your rights in this matter, we would refer you to our VIP services Privacy Policy attached to these General Terms and Conditions.

## **9. Customer service**

- 9.1. If there are questions or complaints, the Customer can contact the Customer Service of BAC at the following e-mail address: [vip@brusselsairport.be](mailto:vip@brusselsairport.be)
- 9.2. For questions or complaints about the flight, the Customer should contact his/her airline. BAC does not intervene in such matters.

## **10. Miscellaneous provisions**

- 10.1. The reservation for VIP services is personal and may not be sold, passed on or traded.
- 10.2. BAC reserves the right to change these Terms and Conditions at any time.
- 10.3. The possible nullity of one of the provisions of the Terms and Conditions shall in no way influence the validity of the

other provisions. The nullified provision shall be replaced with a valid provision with the same or largely the same economic impact as the nullified provision.

10.4. The non-performance of a right or sanction by BAC in no way entails relinquishment of rights.

10.5. These regulations are governed by Belgian law. The Dutch-speaking courts of Brussels are exclusively competent to hear any dispute with regard to these Terms and Conditions.

**Annex – VIP services**

	<b>VIP service</b>	<b>Description</b>
<b>Included VIP services</b>	Assistance at check-in	VIP names and flight information are submitted in advance by Protocol to the handler so that they can organise the passenger's check-in
	Assistance with luggage handling	Luggage is taken to check-in by Protocol agent so that the handler can check in the luggage
	Assistance in completing passport formalities	Protocol agent goes with passenger and passport to immigration to complete the formalities
	VAT repayment service	Protocol agent accompanies the passengers to customs in order to organise VAT repayment
	Food & Beverage	
	<b>Additional VIP services</b>	Valet service
Car wash		
Flowers		
Special meals		
Use of VIP rooms		
Shower		
Limousine		
Delivering luggage		
Collecting luggage		