

# GENERAL TERMS AND CONDITIONS

## Reserving a table online

### 1. Brussels Airport Company

The facility to reserve a table in a restaurant at Brussels Airport is offered by Brussels Airport Company N.V., with registered offices at BluePoint, Auguste Reyerslaan 80, 1030 Brussels, and its operational headquarters at Luchthaven Brussel-Nationaal 1C (Satellite building), 1930 Zaventem, and registered in the CBE under number 0890.082.292 in the Brussels register of legal persons.

Email address: [customersupport@digitalservices.brusselsairport.be](mailto:customersupport@digitalservices.brusselsairport.be)

Hereinafter referred to as “BAC” or “we”.

### 2. Object and application

These General Terms and Conditions shall apply to the online reservation of a table in a restaurant at Brussels Airport, Zaventem via the website (<https://bookyourtable.brusselsairport.be>) (hereinafter referred to as the “Website”). Online reservations can only be made for the restaurants, times and the numbers of people available for that purpose on the Website. Reservations can only be made up until 23.59h on the day before the proposed reservation. Reservations cannot be made for the same day.

Whenever a customer makes a reservation on the Website, he/she will be asked to confirm acceptance of these General Terms and Conditions by means of a checkbox. If the customer does not agree with these General Terms and Conditions, he/she will be unable to make a reservation. Making a reservation automatically implies acceptance of these terms and conditions.

The customer expressly declares that when making a reservation, he/she will not apply any different terms and conditions.

BAC reserves the right to amend these General Terms and Conditions at any time and the content of the service, always provided that new general terms and conditions will not apply to any agreements concluded previously and that such terms and conditions will only take effect after BAC has published them on the Website. With each new reservation, you are advised to check whether the General Terms and Conditions or the content of the service provided have been subject to any amendments since your previous reservation. All reservations made after the terms and conditions have been amended will be deemed to have been concluded on the basis of the new terms and conditions.

You have the option to download a copy of these terms and conditions for your reference. BAC will keep historical versions of these terms and conditions in its records or logs. The versions kept will act as evidence of the content of these terms and conditions at a specific point in time.

### **3. Prices and formation of the Agreement**

The reservation process begins once the customer confirms the reservation. The Agreement commences once the customer checks the checkbox to confirm acceptance of these terms and conditions and confirms his/her reservation.

The services that the customer can reserve are defined on the Website, so that the customer is able to assess whether the service is suitable for his/her purposes. If the customer is unsure what the service he/she wishes to refer via the internet actually consists of, it is the customer's responsibility to seek information from BAC before confirming the reservation. Information can be obtained via [customersupport@digitalservices.brusselsairport.be](mailto:customersupport@digitalservices.brusselsairport.be).

Any prices displayed on the Website are not binding. Only the prices notified in the restaurant at the time of the reservation are binding. Payment of the prices shall take place in the restaurant itself, following receipt/consumption of the order.

### **4. Amendment and cancellation of a reservation**

Amendments and cancellations can only be made via the Website. An amendment or a cancellation shall solely be valid if confirmed by BAC by email.

In the event that a customer arrives more than 15 minutes after the time of the reservation, the reservation shall be deemed to have been cancelled. The table reserved will then be made available for use, without the customer being entitled to any form of compensation.

### **5. Confirmations, reminders and evaluations**

When making a reservation, the customer will receive a confirmation by email, assuming that a valid email address has been provided.

On the day of the reservation, the Customer will receive a reminder by email and/or text message.

For technological reasons, BAC is unable to provide a 100% guarantee that confirmations and/or reminders will be provided by email and/or text message in all cases. The fact that no confirmation or reminder is received cannot therefore be deemed to form grounds for terminating the agreement.

On the day after the reservation, the customer will receive an email enabling him/her to provide feedback about his/her experience when reserving a table online and about his/her visit to the restaurant itself.

## **6. Obligations of the customer and procedures**

By making a reservation, the customer warrants that he/she is at least 18 years of age. In the event that BAC ascertains that this is not the case, it will be entitled to refuse or cancel a reservation and cancel the customer's registration.

The customer will be responsible for ensuring the accuracy of the details provided, such as his/her identity, email address and telephone number.

Without the prior written agreement of BAC, it is strictly prohibited to copy, modify or use digital or automatic tools such as hacking, crawling, scraping or robots to access the online service, the website pages, apps, software code or any other content or design-related elements linked to the service. Nor is it permitted to incorporate such elements in software applications or hyperlinks, or to use such elements in any manner whatsoever for any other purpose than the making of a reservation for a table in a restaurant at Brussels Airport. The elements listed are protected under intellectual property rights, the contractual conditions set out in this document and the general standards of proper and diligent conduct. Any harmful or fraudulent use of the online service may result in criminal or civil prosecution and can constitute grounds for permanent exclusion from the service.

BAC reserves the right not to honour a reservation that it believes to have been made in a fraudulent manner. If the indications are confirmed, any costs in relation to investigations into fraudulent practices may be recovered from the customer.

Without the express authorisation of BAC, it is not permitted to include hyperlinks to the Website or otherwise create the impression of any association or partnership.

Any breach of these conditions may result in the termination of the customer's account and the rejection of new registrations.

The general terms and conditions governing the use of the BAC website shall also apply.

## **7. Guarantees**

The service that enables the reservation of a table online is provided on an "as-is" basis.

BAC provides no guarantee that the website will be available at all times.

BAC reserves the right to refuse access to the service (the Website and/or the restaurants) on a temporary or permanent basis, including for security reasons. We will be under no obligation to substantiate any such refusal.

If any technical issues occur while making the reservation, you must contact us as soon as possible at the following address: [customersupport@digitalservices.brusselsairport.be](mailto:customersupport@digitalservices.brusselsairport.be).

## **8. Liability and complaints**

If the customer has a complaint regarding the service provided, he/she can send it to [customersupport@digitalservices.brusselsairport.be](mailto:customersupport@digitalservices.brusselsairport.be). BAC will investigate the complaint and will offer an appropriate solution in good faith if your complaint is found to be valid. Claims made more than 7 days after the facts giving rise to the complaint will not be considered and cannot constitute grounds for any liability on the part of BAC.

BAC will be liable only for harmful effects arising from a professional error that would have been avoided by an undertaking acting diligently. BAC will not be liable for any indirect losses, including consequential losses, nor for loss of opportunity, non-material damage or loss of data. BAC will not be liable for the performance of third-party products or services.

Insofar as BAC has put in place the standard security measures against viruses, spyware, malware or other types of malicious code, BAC will not be liable for losses caused by these types of risks. BAC is not able to guarantee that such measures provide full protection against malicious code.

In the event that BAC were to be held liable for infringements of the intellectual property rights of third parties, BAC reserves the right to put a stop to such infringements in the manner that BAC considers to be the most appropriate. In the event that a customer were to be held accountable as the infringing party, BAC will indemnify the customer subject to the proviso that the customer does not agree any settlement or make any admission of guilt without the permission of BAC.

## **9. Force majeure**

BAC cannot accept responsibility for failures arising as a result of circumstances outside of its control that would render it impossible or unreasonably onerous for BAC to perform its obligations, including (but not limited to) natural disasters, war, embargoes, acts or threats of terror, general strikes, interruptions in public utilities, or acts or omissions of third parties.

## **10. Personal data**

The personal data that you provide when making a reservation will be processed by BAC as detailed in our Privacy Policy. By using our service, the customer gives consent for his/her data to be used for the purposes and in accordance with the procedures outlined in our Privacy Policy.

## **11. Communication**

The customer is able to get in touch with us via [customersupport@digitalservices.brusselsairport.be](mailto:customersupport@digitalservices.brusselsairport.be).

BAC will be entitled to contact the customer using the details he/she provided upon registration (telephone number, mobile telephone number, email address or home address).

BAC may send marketing communications and promotions to the customer by email and/or text message, provided that he/she has given express consent for this. The customer is entitled to withdraw his/her consent at any time and to refuse such communications in the manner set out in our Privacy Policy.

## **12. General provisions**

If any stipulation is held to be null and void or unenforceable, the remaining stipulations will remain in force and the parties will automatically replace the unenforceable stipulation with a valid stipulation that corresponds as much as possible with the intention of the unenforceable stipulation.

In the event of any discrepancies between the English, Dutch or French versions of these terms and conditions, the prevailing version will be the version in the language selected by the customer for the purpose of concluding the contract.

## **13. Applicable law and disputes**

These terms and conditions and the implementation thereof will be governed by the laws of Belgium.

Any disputes arising from these terms and conditions and their implementation will be submitted to the Dutch-speaking courts in Brussels, which will have exclusive competence to hear them.