

General terms and conditions applicable to all services

Contract documents

These general terms and conditions, which form an integral part of the contract, define the modalities and conditions in which the company SCALIM, with its registered office at rue de la Verrerie 5, 7330 Saint-Ghislain, operating the establishment MAH Hotel – restaurant – coworking site (hereinafter referred to as 'the MAH') permits its guests to benefit from all the services, in particular booking services.

By 'guest', the MAH understands any natural person or legal entity intending to make use of the services it offers, either directly or indirectly.

Guests are invited to read these general terms and conditions carefully. Prior and unreserved acceptance thereof is mandatory to be able to book and benefit from the services offered. By making a booking and/or a payment, the guest acknowledges having been able to read the general terms and conditions.

Any departure from these general terms and conditions must be laid down in writing and signed by all the parties. The MAH reserves the right to modify or supplement, at any time, all or part of these general terms and conditions, it being understood that guests shall be bound only by the version in force when they booked their service.

Subject

Guests can book, in particular via the website www.mah-hotel.com, hotel rooms, coworking spaces and restaurant services.

The basic characteristics, the dates of availability, the price, the options on offer, the terms and conditions of payment and the special terms and conditions of sale applicable at the rate selected (guarantee policies, terms and conditions of cancellation, check-in time, terms and conditions applicable to the member rate, etc.) are expressly indicated in each offer and during the booking procedure described below.

Additional services can be booked, such as breakfast. The additional services also include travel services within the meaning of Article 3.1 of Directive (EU) 2015/2302 of 25 November 2015 on package travel and linked travel arrangements, likely to form, together with accommodation services, either a 'linked travel arrangement' or a 'tourist package', depending on the criteria stipulated by the directive. Guests are given this information before booking these services in the special terms and conditions specific to each offer.

The MAH concludes partnership and distribution contracts with third-party websites. The terms and conditions of sale applicable to these partner services are available on the partner's website.

Booking

Services are booked either by telephone or in writing or via the website www.mah.hotel.com. In the latter case, the booking procedure varies depending on the browser and the guest's request, and includes the following steps:

1. Provision of search criteria information and, if appropriate, information on one or more additional services;
2. The results and, if appropriate, the selection of one or more additional services;
3. The details and the characteristics of the service(s) selected, in particular if this involves an accommodation service: the characteristics of the accommodation (room size, TV, etc.), the length of the stay, the options offered (e.g.: breakfast, Wi-Fi access, etc.), the total price of the booking, including details of the applicable taxes, the legal information form for a linked travel arrangement or a tourist package and all the special terms and conditions which may apply (guarantee policies, terms and conditions of cancellation, check-in time, etc.);
4. The summary of the service(s) booked, including: (i) a reminder of the main characteristics (length, characteristic of the additional service and/or services, amount including all taxes with details of the applicable taxes and (ii) the contact details provided by the guest: either by identification on an existing account or by completing all the mandatory fields (marked by an asterisk), with the possibility of saving this information by creating a website member's account or an account as a member of the loyalty programme offered by the MAH;
5. The finalisation of the service(s) booked by the guest, including: (i) provision of details of the means of payment, if a guarantee is requested for the services booked and: (ii) consultation and acceptance of the general terms and conditions of sale, the Privacy Charter, the terms and conditions of use of the website and, if appropriate, special terms and conditions relating to the booking before this is validated by the guest;
6. Taking account by the MAH of the service or services booked;
7. A email confirming the booking of the service(s) booked shall be sent to the guest, summarising the service(s) booked, the price or prices, the special terms and conditions accepted by the guest and the date of the booking made.

All bookings shall be deemed to have been made as soon as the guest clicks on the 'finalise your booking' page (i) with a prepaid booking, on the 'Pay' button or (ii) with a booking to be paid for at the MAH, on the 'Confirm' button. Guests may book services in the name of one or more other people, with a maximum limit of 10 (ten) rooms. Above this number, the booking made by the guest shall be subject to the terms and conditions applicable to groups.

For bookings concerning groups, business groups, meetings, seminars, etc., please contact the commercial department.

Bookings made by guests via the partner services are effected via the website and the mobile services of each partner. The booking is made directly between the guest and the partners, following the steps on the website and the mobile services of the partners.

Prices

When the booking of a service is confirmed, the total price (in euros) is indicated to the guest including all taxes. This price is valid only for the period indicated. The price indicated on the website only is binding on the MAH.

Unless otherwise stated, the options that are not offered when the service is booked are not included in the price.

For accommodation, the prices indicated should be understood per room for the number of people and the date selected.

The prices include the VAT applicable on the day of the booking and any alteration in the applicable VAT rate shall be automatically passed on to the price indicated on the billing date. Any modification or the introduction of new legal or regulatory taxes imposed by the competent authorities shall be automatically passed on to the price indicated on the billing date.

Payment

General provisions

Payment shall be made directly to the MAH upon arrival, apart from 'non-reimbursable' rates, which are collected immediately upon booking. Payment for additional services billed after the stay shall be made when checking out.

The MAH reserves the right to request a deposit before the guest takes possession of the room or to request pre-authorization, in order to guarantee payment of any additional sums due at the end of the stay.

All sums due or to be paid shall give rise to interest on arrears on the due date, without formal notice, at the rate of 12% per year. Additional compensation corresponding to 10% shall be due for collection costs, without prejudice to the right to claim additional damages covering the loss actually suffered.

Guest shall provide their payment details either (i) to pay for the booking in advance, prior to the stay (ii) or as a guarantee for the booking (iii) or during the online check-out procedure offered as part of the online check-in and check-out service. In the event of payment at the hotel, the MAH can accept various means of payment, but guests shall be obliged to present the bank card used to guarantee the booking or make the advance payment. The MAH may also ask to see an identity document for the purpose of preventing bank card fraud. A bill shall be sent electronically to the email address provided by the guest when making the booking.

Prepayment

Prepayment is understood to mean any payment made at the time the guest makes the booking. At the time of prepayment, the amount debited when the service is booked comprises the total amount indicated when the booking is made (including all the applicable taxes, with the exception of any tourist taxes) and, if appropriate, the price of the options selected.

Bank guarantee

The guarantee of the booking by bank card is understood to mean taking the guest's payment details when the booking is made. The guest's bank card is not debited and the payment is made directly at the hotel on the day of arrival or departure, unless the guest does not appear and has not cancelled the booking in advance in accordance with the terms and conditions of cancellation applicable for the rate booked.

Cancellation – non-appearance of the guest

The following terms and conditions of cancellation apply for a room booking, depending on the rate plan applicable to each booking:

Rate plans	Cancellation policies
Best flexible rate available	Cancellation free of charge up to 24h before arrival
Best rate available, Breakfast included	Cancellation free of charge up to 24h before arrival
Non-refundable	Cancellation free of charge up to 1h after booking
Non-refundable, Breakfast included	Cancellation free of charge up to 1h after booking
Corporate negotiated	Cancellation free of charge up to 24h before arrival
Corporate negotiated, Breakfast included	Cancellation free of charge up to 24h before arrival
MAH.family	Cancellation free of charge up to 24h before arrival
2 nights rate	Cancellation free of charge up to 24h before arrival
2 nights rate - non-refundable	Cancellation free of charge up to 1h after booking
Other rates booked directly via MAH.hotel.com	Cancellation free of charge up to 24h before arrival

In the absence of cancellation within the periods indicated in the table above, the first night's stay, including the related additional services, shall be due.

Arrival/departure

Guests should arrive at the MAH by 10.00 pm at the latest.

Unless otherwise agreed by contract, guests are obliged to vacate their room by 10.00 am at the latest.

In the event of a late check-out, after 10.00 am, the sum of € 50 (fifty euros) shall be due.

If the room has not been vacated by 2.00 pm at the latest, the price of an additional night's stay, at the rate in force, shall be due.

Online check-in and check-out

To facilitate and speed up the arrival and/or departure of guests having booked accommodation, the MAH has put in place an online digital check-in and check-out procedure.

Guests who so wish can check in and check out of the MAH on line. The online check-out involves a request for authorisation from the guest's bank. This procedure consists of a guarantee valid for the estimated amount of the stay and grants payment authorisation to the MAH on the basis of the guest's actual expenditure up to the authorised amount. Only the actual amount of the bill shall be debited by the MAH as of the departure of the guest at the end of their stay, without the need for the physical presence of the guest or a further claim from the latter.

Obligations of the guest

Guests bear sole responsibility for the choice of services and their suitability for their needs. Guests also bear sole responsibility for the information provided when their account is created and/or a service is booked. The MAH may not be held liable in the event of incorrect or fraudulent information provided by guests. Furthermore, guests bear sole responsibility for the use made of their account and of any booking made, both in their personal name and on behalf of a third party.

Guests acknowledge that they are in a place open to the public and therefore undertake to behave appropriately, refraining in particular from any behaviour and any practice that is against the law, public order or good conduct.

Generally speaking, guests shall be obliged to use the spaces, infrastructures and equipment with due and proper care such that any behaviour contrary to this shall result in the guest being asked to leave the premises without any compensation and/or any refund if payment has already been made. Should payment not yet have been made, the guest shall have to settle the price of the services used before leaving the premises. Fixed compensation of € 200 shall be due, without prejudice to the right of the MAH to claim additional compensation for the damage actually suffered.

Animals are not permitted.

Guests acknowledge that all areas of the MAH are strictly non-smoking (including electronic cigarettes). Fixed compensation of € 200 shall be due in the event of an infringement of this ban, without prejudice to the right of the MAH to claim additional compensation for the damage actually suffered.

Guests may not bring drinks or food from outside sources into the MAH.

Fixed compensation of € 200 shall be due in the event of an infringement of the ban, without prejudice to the right of the MAH to claim additional compensation for the damage actually suffered.

Minors may only stay at the MAH if accompanied by an adult and provided with personal identification. If the accompanying person is an adult other than the parents, this person must be provided with parental authority from the parents of the child.

Guests also undertake to ensure that the IT resources made available to them by the MAH (in particular the Wi-Fi network) are not in any way used for the purpose of reproduction, representation, provision or communication to the public of works or objects protected by copyright or by a related right, such as texts, images, photographs, musical works, audiovisual works, software programs and video games, without the authorisation of the holders of the intellectual property rights when this authorisation is required. Guests are further required to comply with the security policy of the internet access provider, including the rules on the use of means of security implemented with a view to preventing the unlawful use of IT resources and to refrain from any acts adversely affecting the efficacy of these resources.

Guests are liable for and shall safeguard the MAH against all damage in general whatsoever caused by them and/or their guests in the MAH and shall bear all the costs incurred by this damage and/or by the failure to abide by the aforementioned rules. The MAH reserves the right to intervene if necessary and to take any appropriate measure against the guest.

Responsibility of the MAH

The MAH undertakes, in the context of a best-effort undertaking, to provide access to the services offered, observing the general terms and conditions, to act with diligence and competence, and to do everything possible, within a reasonable limit, to remedy any malfunction brought to its attention as quickly as possible.

The MAH may not be held liable for any personal equipment and effects belonging to guests which may be stolen, lost or forgotten, or for the accidental stoppage of a distribution or a service, or in general in the event of an incident or accident due to a cause beyond the control of the MAH, its representatives or agents.

Force majeure and displacement

Neither of the parties may be held liable in respect of the other in the event of the non-fulfilment of their obligations resulting from a case of force majeure. It is expressly agreed that the case of force majeure shall suspend, for the parties, the fulfilment of their reciprocal obligations and that each party shall bear the resultant costs. The cases usually acknowledged by the jurisprudence of the Court of Cassation shall be considered to be cases of force majeure. If the case of force majeure were to last longer than 30 (thirty) days as of its occurrence, the hotel contract may be terminated by either party without either party being able to claim damages.

Complaints

Complaints concerning the services provided shall only be taken into consideration if they are sent in writing to the commercial department within seven calendar days as of the day after the provision of the service. After this period, the services shall be irrevocably considered to have been provided correctly.

Personal data

The MAH undertakes not to disclose to third persons confidential information (financial information, billing details, etc.) beyond that which is necessary (for example, a subcontractor).

As the building is protected by video surveillance, the image of the guest is collected and kept for a maximum of 30 (thirty) days.

All the data collected by the MAH are collected in compliance with the legislation in force and hence the GDPR. Please refer to the Privacy Charter, which is available on the website: <https://mah-hotel.com/politique-de-protection-de-la-vie-privee/>.

By accepting these general terms and conditions, guests consent to the transmission of their personal data to the MAH, in compliance with the Privacy Charter.

Miscellaneous

The invalidity or non-application of one of the clauses in these general terms and conditions may not affect the validity or the application of the other clauses. The parties therefore undertake to replace said clause with a valid clause that is similar from an economic point of view.

The fact that the MAH does not assert these general terms and conditions may never be considered to be an implicit waiver on its part.

Competent court and applicable law

The services contract and the general and special terms and conditions which form an integral part thereof are governed by Belgian law.

In the event of legal proceedings, the courts and tribunals of the legal district of Mons shall have sole jurisdiction.

As regards the accommodation services, having referred the matter to customer services to endeavour to resolve the dispute out of court, and in the case of a negative response or the absence of a response within a period of 60 (sixty) days as of the referral, guests can refer matters related to private travels to the consumer mediation service via the following link: <https://ec.europa.eu/consumers/odr/>.

Guests are also informed of the existence of a European online dispute resolution platform (ODR), which they can call upon. Guests can access this platform from the following link: <https://ec.europa.eu/consumers/odr/>.

Special terms and conditions applicable to coworking, supplementing the general terms and conditions

Subject of the contract

On the third floor of its establishment, the MAH has set up a business centre that provides access to a range of inseparable services relying on a comprehensive and integrated infrastructure, the MAH.gran.

The services provided by the business centre are liable for VAT.

All the services are provided to the coworker for a single fixed price. No price reduction can be granted if the coworker does not make use of all the services available.

The coworker declares that he has visited the premises and acknowledges that they are in an excellent state of repair in all respects and are suitable for the agreed use. The coworker may not modify the layout.

The coworking services comprise:

- the provision of common areas, bathroom facilities and kitchen;
- the provision of an internet connection, it being understood that the use of this network is strictly reserved for coworkers and their visitor(s). The coworker acknowledges having received all the information necessary as regards the specifications and terms of use of the Wi-Fi service. This information is accessible via the 'NEXUDUS' management platform. The coworker is responsible for checking that he has the hardware, software programs and browsers needed to use the Wi-Fi service offered. The MAH may not under any circumstances be held liable for direct and/or indirect damage suffered further to the use of the Wi-Fi service by the coworker. Finally, the MAH does not guarantee accessibility to the content and services or the speed of use, as the Wi-Fi service may be suspended for reasons beyond its control. The use of file transfer software programs (music, film, etc.) is forbidden. The coworker is responsible for ensuring that his colleagues abide by this rule. The MAH shall have the right to take the decision to cut off internet access for any person using this type of software program. In addition, the incident search costs on the network shall be billed, plus a fixed sum of € 100 to cover the management fees;
- depending on the subscription chosen, a dedicated fixed or nomad workstation comprising a desk and an office chair;
- common taxes and consumption relating to the building;
- management of the common spaces, equipment and materials;
- management of the maintenance, upkeep and cleaning of the building and the green areas;
- management of the building security systems;
- reception and sorting of post in the event of subscription to the Full Pass formula (only if the option has been booked), it being understood that the coworker is responsible for collecting his post at the main MAH reception.
- for the Full Pass formula, the provision, during office hours and subject to prior booking according to availability (via the 'NEXUDUS' app), of two meeting rooms for four hours per month. If he wishes, the coworker – again depending on availability – may ask to use the various rooms and spaces for additional hours, at a separate rate. A separate agreement shall be concluded for these additional hours, with a separate bill based on the rates in force.

Registration

Registration as a member is carried out via the website www.mah-hotel.com. Any new registration implies acceptance of the terms and conditions of use of the website, the general and special terms and conditions.

Price – Invoicing - Payment

The price includes the provision of the space and the services as described in the pass chosen by the coworker as well as the taxes, duties and charges relating to the building, and the goods and equipment therein.

Bills shall be sent electronically to the contact address given upon registration. Access to the coworking spaces and related services is subject to payment of the pass.

Payment shall be made by bank transfer or standing order in the event of a subscription. The price is payable in accordance with the terms and procedures laid down in the special terms and conditions.

All sums due or to be paid shall give rise to interest on arrears on the due date, without formal notice, at the rate of 12% per year. Compensation of € 40 shall also be due to cover the collection costs.

Cancellation – non-appearance of the guest

The following terms and conditions of cancellation apply for a coworking services booking, depending on the rate plan applicable to each booking:

Rate plans	Cancellation policies
Let's Get Together room	Cancellation free of charge up to 48h before arrival
Let's Create room	Cancellation free of charge up to 48h before arrival
Let's Think Big room	Cancellation free of charge up to 12h before arrival
Place nomade	Cancellation free of charge up to 2h before arrival

In the absence of cancellation within the periods indicated in the table above, the amount of the booking shall be due.

Specific services – room hire

The coworker may request additional services in line with his specific and/or occasional needs. A separate agreement shall be concluded for these additional services, with a separate bill based on the rates in force. The coworker shall also have free access to photocopiers, printers and scanners. Use of this office equipment shall, however, be billed in addition.

The rooms and spaces shall be made available further to booking thereof via the 'NEXUDUS' app and subject to their availability.

Security deposit

With a Full Pass subscription, the length of which is indicated in the special terms and conditions, a security deposit corresponding to one month's billing shall be requested when the subscription is taken out. This shall be updated, if appropriate, when the number of workstations occupied evolves over time. This security deposit shall be paid into the account opened in the name of the MAH with the bank Belfius. At the end of the contract, the security deposit shall be returned to the coworker once the MAH has checked that all the coworker's obligations have been properly met in full, free and clear of any financial charges. This amount shall be adjusted, if appropriate, by the sums withheld for the loss or deterioration of goods.

For instance, the sum of € 30 excluding VAT shall be withheld for loss of an access badge.

Access to coworking

Even if they have not literally been countersigned, the coworker acknowledges and accepts the internal rules by choosing to occupy a place at the MAH.gran, without expressing any reservations.

A badge handed to the coworker will give him access to the MAH.gran during the hours indicated in the description of each pass. This badge may not, under any circumstances, be lent or given to or used by persons other than the coworker, otherwise he will incur liability.

Visitors should contact the coworker to gain access to the building, regardless of the date or time of the visit. This access shall be through the main door. The coworker shall systematically accompany visitors back outside the premises at the end of the visit, in order to prevent external people walking around the building. He shall also ensure that the entrance door to the coworking area is properly closed.

Use and intended use of the premises, goods and services - Internal rules

In addition to the obligations set out in the general terms and conditions, the coworker shall take care:

- to keep the premises clean, including the equipment made available, and to tidy up the space used after use;
- as regards the equipment made available (coffee machine, water fountain, microwave, refrigerator, furniture, etc.), to report any malfunction or alteration in working in writing as soon as he becomes aware of it;
- to take all the necessary measures to ensure that various nuisances (noise, smells, etc.) caused by his activity do not exceed the tolerance threshold for the other coworkers and guests. In the event of serious and repeated noise disturbance, the MAH reserves the right – having given a warning and sent formal notice – to unilaterally terminate the contract;
- not to use the equipment or this service for purposes which are illegal, unlawful or prohibited;
- not to drill holes in the walls, floors and coverings by any means whatsoever and not to put posters on the walls ceilings or floors of the premises;
- to abide by the law and refrain from accessing, putting on line or displaying content and information, whether or not from that which is put on line on the internet, but considered to be illegal by the texts and the courts, such as information, messages, texts, images or videos of a violent nature, inciting to violence or hate, degrading to human beings, pornographic or paedophilic and/or of a provocative nature and adversely affecting the integrity or the sensitivity of the other coworkers, residents and visitors;
- not to inconvenience the other coworkers, residents and visitors of the MAH with advertisements, promotional messages or any other form of unsolicited appeals or canvassing;
- to abide by the codes of living and courtesy in society in his relations with the other coworkers, residents of the MAH and visitors;
- not to incur pointless expenses in order to save resources and keep the communal charges to a minimum: excessive heating of the communal areas, lighting empty spaces, taps left running, etc.;
- to contact the emergency services immediately should a problem arise which may adversely affect the safety of people,

the building or the equipment. He shall subsequently contact the MAH as quickly as possible and follow the instructions given by the emergency services;

- to ensure the security of the premises by systematically closing doors and windows, disconnecting electronic appliances.

By subscribing to the coworking services, the coworker undertakes to comply with these provisions and ensure that his visitors also abide by the rules and principles. Any failure to observe these rules may be formalised in writing by the MAH, which reserves the right to refuse access to the spaces and services to any coworker who may not comply with these general and special terms and conditions or the internal rules.

Similarly, the coworker undertakes not to engage in any sales or retail trade activity.

The coworker shall refrain from establishing his registered office here. In relations with third parties, it is expressly agreed that the final burden of any tortious, quasi-tortious and contractual debts attributable directly or indirectly to the coworker and to persons for whom he is responsible shall be borne and guaranteed in full by the latter.

Duration and end

The duration of the pass is indicated in the special terms and conditions of each pass taken out.

With a subscription, the relevant agreement:

- may be tacitly renewed, it being understood that on each anniversary of the signing of the agreement, the price shall be indexed in line with the consumer price index;
- may be terminated at any time by either of the parties, by registered letter with acknowledgement of receipt or by email sent to coworking@mah-hotel.com for subscriptions: 15 (fifteen) days before the end of the current month, giving prior notice of 30 (thirty) days;
- shall be terminated, in the event of a serious breach, for reasons attributable to the coworker. The following in particular shall be considered to constitute such a breach:
 - the bankruptcy or liquidation of the coworker;
 - non-payment of the sums due up to an amount equal to one month, should this non-payment continue despite the expiry of a period of 15 (fifteen) days since the sending of formal notice by registered letter;
 - if the guarantee is not provided, with a Full Pass subscription;
 - if unauthorised modifications and transformations are undertaken in the premises occupied;
 - in the event of a change of activity not validated in advance by the MAH;
 - in the event of a clear failure to respect the premises occupied, despite the expiry of a period of 8 (eight) days since the sending of formal notice by registered letter.

However, in the event of a serious and proven violation of the internal rules or an attitude that fails to comply with due and proper behaviour, the MAH may validly send notification of immediate termination and demand the payment of damages at least covering the value of the initial booking and in the case of a subscription, one month of the value of this subscription.

Prohibition of transfer

The coworker may not under any circumstances transfer to a third party the rights resulting from the coworking contract.

Similarly, he shall refrain from having the premises made available occupied and the services used by a third party in whole or in part, in any form whatsoever, free of charge or in return for payment.

Insurance - Security - Alarm

The MAH declares that it has taken out fire insurance to cover the building. The coworker acknowledges that this insurance does not cover his content.

The coworker shall be liable in respect of the MAH and any other third party for any damage or loss by fire, in particular caused to the premises, equipment or furniture in the premises and occurring due to his own fault or that of his agents or visitors.

The amount due for any intervention by the security group (or the police), further to a triggering of the alarm, when the coworker is identified as being at the origin thereof, shall be billed on to him.

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