#### TERMS AND CONDITIONS OF SALE

## **Definitions and rates**

Once Upon a Time in Brussels provides a tour around Brussels on an electric bicycle. The tour is led by a guide who provides explanations about the city, its history, development and particularities, and is available in French or in English. The guide does not follow a defined thematic. The announced itinerary could be modified because of the possibilities for accessing certain areas and the weather conditions. The tour lasts for approximately 4 hours from the moment customers are welcomed at the Les Ateliers des Tanneurs to the return of bicycles to the premises.

Once Upon a Time in Brussels accepts a maximum of 12 people per tour (in addition to the guide).

The prices indicated on the Once Upon a Time in Brussels website are applicable for:

- A tour lasting approximately 4 hours for which the itinerary is left to the discretion of the guide.
- Departure from and return to the Les Ateliers des Tanneurs, rue des Tanneurs 62 at 1000 Brussels. No other meeting point shall be accepted.
- Services offered during the week and weekend and public holidays between 9am and 1pm or between 1.30pm and 5.30pm.

Prices for special services (outside of those times indicated, with specific itineraries, with a stop-off in a particular location, etc.) shall be the subject to a bespoke offer, on request.

Discounts are applicable for people under 21 years of age and over 65 years of age (upon presentation of a valid ID), for groups and for customers who joined a tour before and paid for it. For more information, please consult our website. Prices indicated on the Once Upon a Time in Brussels website are in Euros and include all taxes.

Once Upon a Time in Brussels hereby reserves the right to amend its prices and general conditions of sale at any time. However, products and services shall be invoiced on the basis of prices and general conditions of sale in force at the time of issuing a purchase order.

## **Equipment**

During the tour, Once Upon a Time in Brussels makes available to clients an electric bicycle and its battery, in working order, and which respects all safety standards as outlined by the Highway Code. The bicycle is fitted with a basket and a rear wheel locking mechanism. A fluorescent jacket, an helmet and a rain coat are also provided.

The equipment made available shall remain the exclusive property of Once Upon a Time in Brussels.

The customer hereby undertakes to treat the equipment loaned with due and proper care. The customer shall be liable for any damage to the equipment loaned during the tour, caused by the customer or any third party, and even if the customer is not on the bicycle at the time when the damage occurs. Parents shall be responsible for any damage caused to equipment lent to their children under the age of 18.

During tours organized by Once Upon a Time in Brussels, it is not possible to use a privately owned bicycle, including electric bikes.

# **Booking**

Booking should be made in advance by completing the booking form on the Once Upon a Time in Brussels website, by email sent to info@onceinbrussels.be or by telephone. Any booking requested using the form, by email or by telephone shall be confirmed by a purchase order sent to you by email, outlining the prices, number of participants and total to be paid, as well as any special terms and conditions which may be agreed mutually.

A booking shall only be definitively taken into account following reception of the full payment or the proof of payment. Payment shall constitute acceptance of the purchase order and general conditions of sale.

## Payment terms

The total amount appearing on the purchase order should be paid to the account of Once Upon a Time in Brussels (IBAN account number: BE28 0688 9506 6820 - BIC: GKCCBEBB) within a period of seven calendar days following issue of the purchase order. Failing payment, the booking shall not be taken into account. For reservations made less than 7 days prior to the date on which the tour will take place, the customer should send proof of payment by email.

The receipt of the purchase order and the general terms of sale by email, without any contesting before a reasonable time limit, means you accept this. Any visit confirmed by a purchase order without any contesting before a reasonable time limit have to be paid according to our general terms of sale.

Cheques are not accepted.

All transfer costs should be paid by the customer.

#### **Modification of orders**

Once payment is made, and as far as practically possible, Once Upon a Time in Brussels shall make all its best efforts to carry out any changes desired by the customers. Once Upon a Time in Brussels may not, however, make more than one change without applying administration fees of €25 per change. Changes to the date of the booking shall be undertaken according to availability. No changes, aside for case of absolute necessity (death of a close relative, birth of child, hospitalisation, airline problems, strikes to long-distance transportation), shall be accepted in less than seven calendar days prior to the date agreed.

#### **Cancellation conditions**

Cancellations shall be made by ordinary letter or email with reference to the purchase order concerned.

For any cancellation of services ordered by the customer:

- 30 days prior to the date of the tour, Once Upon a Time in Brussels shall retain 25€ as handling fees.
- Between the 29<sup>th</sup> and 7<sup>th</sup> day prior to the date of the tour, Once Upon a Time in Brussels shall retain 50% of the total cost, with a minimum of 25€.
- Less than 7 days prior to the date of the tour, Once Upon a Time in Brussels shall retain 100% of the total cost.
- In case of absolute necessity (death of a close relative, birth of child, hospitalisation, airline problems, strikes to long-distance transportation), Once Upon a Time in Brussels shall only retain 25€ as handling fees, whatever the date of cancellation.

In the event of late arrivals to the tour, the customer should inform Once Upon a Time in Brussels by the cellphone number he received by email with the purchase order. In the event of being over 15 minutes late for the agreed meeting time, the guide shall be entitled to start the tour with other customers and, therefore, cancel the booking made by late-arrivals without any entitlement to refund.

For any cancellation of services ordered by Once Upon a Time in Brussels:

In the event of any situation outside the control of Once Upon a Time in Brussels (extreme weather conditions, illness, strike, technical breakdown, etc.), Once Upon a Time in Brussels hereby reserves the right to cancel a tour. An alternative date shall be offered to the custome. If no agreement appears to be possible, all amounts paid shall be reimbursed in full.

## **Safety and insurances**

Once Upon a Time in Brussels hereby undertakes to perform its activities in the safest conditions possible by ensuring the safety of participants to the best level possible. However, by participating in the tour organised by Once Upon a Time in Brussels, our customers hereby undertake as follows to follow and respect instructions issued by the guide, to respect the highway code and remain attentive to traffic, to handle the equipment and bicycle in a responsible manner, to always wear a fluorescent jacket and helmet (provided by the organiser), to pay due attention to their personal effects when riding and when stationery, to respect the peace and quiet of areas visited during the tour, to exonerate the liability of the company in the event of any personal injury to themselves or third parties, loss or theft.

Once Upon has Time in Brussels signed insurances as person in charge of groups within the framework of the provided activities. However, Once Upon a Time in Brussels may, under no circumstances whatsoever, be held liable if the participant defaults in respecting the rules and regulations in force, due to any shortcomings in their ability to correctly ride a bicycle, in case of carelessness, of failure to respect the instructions or the inadequate behavior.

If the instructions issued by the guide are not respected, the latter shall be entitled to interrupt or stop the tour without the customer being entitled to make any claims or seek any compensation whatsoever. If the guide decides to suspend the tour for those reasons indicated herewith, those persons responsible for said suspension shall be under the obligation to reimburse the price paid to all other participants who are not responsible for suspension of the tour.

The customer hereby confirms being fit to ride the bike correctly, at a moderate pace and for the duration of the tour as indicated. The guide responsible for providing the bicycles hereby reserves the right to evaluate the capability and aptitude of participants. The customer participating in the tour hereby confirms that he/she is capable of riding a bicycle and does not have any medical impediment to so doing. Once Upon a Time in Brussels hereby reserves the right to exclude from its tours any person clearly under the influence of alcohol, drugs or with any physical incapacity impeding them from riding alone. Any tour cancelled due to the customer's incapacity to ride a bicycle shall result in reimbursement, claim or compensation.

# **Miscellaneous conditions**

Any persons under 18 years of age must be accompanied by an adult. Participation of minors shall be undertaken under the full responsibility of the parent or accompanying adult. Under no circumstances whatsoever shall the guide be considered as an accompanying adult, nor as being responsible for minors as indicated under article 1384 para. 2, 4 and 5 of the Belgian Civil Code.

Participants should ensure that they wear the appropriate clothing for riding a bicycle. Once Upon a Time in Brussels shall not be held liable for any dirt or damage or any other harm caused to the clothing of participants, nor to any illness caused by chills.