

## **BON BON ! SPRL – TERMS AND CONDITIONS**

In the present Terms and Conditions (as defined below), the terms "BON BON !", "us" or "our" refer to BON BON ! SPRL. BON BON ! is a limited liability company registered with the Crossroad Bank of Enterprises under No. 0859.608.258 and established at 453 avenue de Tervueren, 1150 Woluwe-Saint-Pierre, Belgium. BON BON ! may be contacted by email at the following address restaurant@bon-bon.be or by phone at +32 2 346 66 15

### **1. SCOPE**

The following Terms and Conditions (hereinafter the "**Terms and Conditions**" ) apply to the booking of services or purchase of goods (by telephone or online) and are part of the agreement between you and BON BON !.

These Terms and Conditions supersede any prior terms and conditions that we may have circulated to you and prevail on your own terms and conditions, whose application is expressly excluded.

### **2. RÉSERVATION**

When booking services or purchasing goods (by telephone or online), BON BON ! shall send you an email (hereinafter the "**Request for Confirmation Email**" ) inviting you to confirm your booking or purchase by sending an email of confirmation (hereinafter the "**Confirmation Email**" ).

A copy of the Terms and Conditions in PDF format is attached to the Request for Confirmation Email in order to allow you to save or print them and thus read them easily. However, you are not allowed to amend these Terms and Conditions.

When booking services, you are also asked in the Request for Confirmation Email to provide the details of a credit card which can optionally be used for the payment of such provision of services.

Please kindly note that the capacity per table is limited to six seats. Consequently, for a reservation for more than six individuals, guests will be spread across multiple tables

You may always ask for the exclusivity of the restaurant by addressing a request to that effect to restaurant@bon-bon.be. Nevertheless, we reserve the right to determine in our sole discretion of the follow-up to be given to such request.

### **3. CONCLUSION OF THE AGREEMENT**

The agreement takes effect as from the date of receipt of your Confirmation Email by BON BON !, confirming your reservation or purchase and, in the case of a booking, subject to the prior communication of valid credit card details at the time of the booking.

By sending a Confirmation Email to BON BON !, you expressly acknowledge and consent to the Terms and Conditions and to each of the provisions therein.

4. **PRICE** The prices listed on our website may be subject to change. These prices are for information purposes

only and may not, in any case, bind BON BON ! as long as no agreement has been concluded.

#### 5. **REFLECTION PERIOD AND RIGHT OF WITHDRAWAL**

For booking or purchase for non-professional purposes, you benefit from a withdrawal period of fourteen days from the day following the delivery of goods or from the conclusion of the service agreement (hereinafter the "**Withdrawal Period**"). In the event of a withdrawal, you will only have to pay the direct costs related to the return of the goods.

However, you do not benefit from the right of withdrawal in the following cases:

- the provision of services started with your prior express consent before the end of the Withdrawal Period;;
- the goods are manufactured according to your specifications or are clearly personalized;;
- the goods are likely to deteriorate or perish rapidly (such as food products). Therefore, you do not benefit from the right of withdrawal for bookings or purchases made as a retailer or made for professional purposes;; similarly, you do not benefit from such right when the provision of services began, in accordance with your reservation, before the expiration of the Withdrawal Period (which will be the case for a reservation taking place less than fourteen days before the date of the provision of services) or when the purchased good is perishable, personalized or has already been used, even if it has only been partly used (especially in the case of a gift voucher). The decision of withdrawal, that can be communicated in the form set out in the annex, must be notified by post to BON BON ! SPRL, 453 avenue de Tervueren, 1150 Woluwe-Saint-Pierre, Belgium or by mail to restaurant@bon-bon.be.

#### 6. **DEPOSIT**

For online and phone reservation for more than six people, the payment of a deposit shall be required. The amount thereof and the date on which the deposit must be paid (hereinafter the "**Deposit Payment Date**") will be explicitly specified in the Request for Confirmation Email.

If the deposit has not been paid by the Deposit Payment Date, BON BON ! reserves the right to unilaterally terminate the agreement without having to notify you of its decision.

## 7. GIFT VOUCHERS

The purchase of gift vouchers online, you can choose to receive a digital version with no additional cost or a paper version for an extra 8 euros costs corresponding to the shipping by registered mail. The gift voucher must be used within six months of its issue date and is no longer valid after this time. In addition, the gift voucher cannot in any way be refunded or replaced (if lost). If the value of the gift voucher has not been fully used before its term (six months after its issue date) you are not entitled to a refund in any form whatsoever of the remaining amount.

## 8. CANCELLATION

For online or phone booking of services, the following cancellation terms apply:

- . (i) If the number of guests does not exceed six, cancellations made less than 48 hours before the date scheduled for the provision of services will result in the debit of an amount of EUR 150 per guest on the credit card in respect of which you will have transmitted the details when booking the reservation.
- . (ii) If the number of guests is superior to six, but inferior to twenty:
  - . (a) cancellations made at least twenty-one calendar days before the date of the provision of service will not cause any costs. The entire deposit paid will be refunded in the form of vouchers.
  - . (b) a cancellation made less than twenty-one calendar days but at least fourteen calendar days before the date scheduled for the provision of services will result in a refund of fifty percent of the deposit paid by you in the form of vouchers. We will retain the remaining fifty percent of the amount you have paid as compensation;;and
  - . (c) a cancellation made less than fourteen calendar days before the date scheduled for the provision of services will not entitle you to any refund of the deposit.
- . (iii) If the number of guests is equal or superior to twenty:
  - . (a) cancellations made at least thirty calendar days before the date of the provision of service will not cause any costs. The entire deposit paid will be refunded in the form of vouchers.
  - . (b) a cancellation made less than thirty calendar days but at least fourteen calendar days before the date scheduled for the provision of services will result in a refund of fifty percent of the deposit paid by you in the form of vouchers. We will retain the remaining fifty percent of the amount you have paid to us as compensation;;and

- (c) a cancellation made less than fourteen calendar days before the date scheduled for the provision of services will not entitle you to any refund of the deposit. 1

No interest is payable on the refunded deposit. It must be noted that cancellation will only be accepted if made at the following email address:

restaurant@bon-bon.be ; or by phone. Cancellations made by SMS or any other means will consequently not be considered to have been

validly made.

The *force majeure* (accident, weather, illness, death, etc.) shall in no event constitute a ground for exemption to the cancellation terms outlined above.

9. **PRIVATE DATA PROTECTION** Personal data collected via email, phone or by any other means shall only be used as part of the

contract and shall be processed by us in accordance with the applicable laws and regulations.

The use of your personal data for direct marketing purposes is moreover subject to your prior explicit acceptance.

You will have the right at any time to access, modify or delete your personal data or to object, without justification and without charge, to the use of these data for direct marketing purposes by sending such request by post to BON BON ! SPRL, avenue de Tervueren 453, 1150 Woluwe-Saint-Pierre, Belgique or by email to the following address: restaurant@bon-bon.be.

10. **INVALIDITY OF PROVISIONS** The invalidity of any provision of these Terms and Conditions does not cause the invalidity of the

whole of these Terms and Conditions. The other provisions therefore remain applicable.

11. **COMPETENT JURISDICTION AND APPLICABLE LAW** The Terms and Conditions are subject to Belgian law and any dispute relating thereto shall be subject

to the exclusive jurisdiction of the Courts of the judicial district of Brussels.

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**ANNEX WITHDRAWAL FORM**

(Veuillez compléter et renvoyer le présent formulaire uniquement si vous souhaitez vous rétracter du contrat)

A l'attention de BON BON !, avenue de Tervueren 453, 1150 Woluwe-Saint-Pierre, Belgique (Tel: +32 2 346 66 15 | Email: restaurant@bon-bon.be

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.....  
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Je/Nous (\*) vous notifie/notifions (\*) par la présente ma/notre (\*) rétractation du contrat portant sur la vente du bien (\*)/pour la prestation de service (\*) ci-dessous

.....  
..... Commandé le (\*)/reçu le (\*).....  
.....

..... Nom du (des) consommateur(s) .....

..... Adresse du (des) consommateur(s) .....

.....  
.....

Date .....

Signature du (des) consommateur(s) (uniquement en cas de notification du présent formulaire sur papier)