



Sibos 2020 Boston

Terms and Conditions Meeting rooms booking

1. With this form, the Company requests S.W.I.F.T. SC, a Belgian company with registered office at Avenue Adèle 1, 1310 La Hulpe ("SWIFT"), to book meeting space selected above at the Boston Convention & Exhibition Centre (BCEC) and/or The Westin Boston Waterfront (Westin) and SWIFT agrees to reserve such space, subject to compliance with these terms and conditions.
2. SWIFT will only be responsible for booking the rooms. The cost mentioned in the booking tool covers the rental of the space only. Any catering, AV equipment, other materials, extra signage, service staff would be an additional cost and should be negotiated directly with the suppliers mentioned.
3. Meeting rooms are available on a half-day basis during the Event upon requests approved by SWIFT. The service time is from 8:00am to 18:00.
4. Cancellation policy
 - a. Cancellation by the Company

All cancellation must be made by email to registration@sibos.com. Should the Company cancel participation after it signed this Agreement, there is NO cancellation fee.
 - b. Cancellation by SWIFT

Except in the cases mentioned in the paragraph below, if SWIFT terminates unilaterally this Agreement before the Event or is not able to provide the meeting room(s) on the reservation date, SWIFT shall reimburse all amounts paid by the Company to SWIFT under the Agreement. This will be the sole and exclusive right and remedy of the Company in this respect. In case the Company does not comply with the Agreement (mainly when it fails to comply with the payments terms of Article 12 and with the code of conduct under article 6 below), SWIFT reserves the right to cancel the reservation and terminate this Agreement with immediate effect by notification to the Company. In such cases, SWIFT will not reimburse any fees to the Company.
5. The Company shall be responsible for its actions and omissions and if there is any damage caused to SWIFT, the BCEC or the Westin as a result of the Company's negligence, actions and/or omissions, including its staff, vendors, guest and any individuals under its control (hereinafter defined as "Company's Staff") or responsibility, the Company shall indemnify and hold harmless SWIFT and/or BCEC and/or the Westin for and against all damages, costs, losses, suffered directly or indirectly by SWIFT, BCEC or the Westin.
6. Code of Conduct:
 - a. Specific rules of conduct apply when using the meeting rooms within the BCEC or the Westin. Such rules prohibits inside the BCEC or the Westin and their premises:
 - i. Dogs, cats, birds and any other pets or animals

- ii. Highly inflammable and unstable substances
- iii. Articles with a powerful odour
- iv. Sales or distribution of food, tobacco products, beverages, or alcohol without prior consent of SWIFT or the relevant authority. Further, the rules prohibit:
 - v. Acts against public order and norms, including speech and conduct annoying to other guests and inappropriate clothing
 - vi. Tampering with the BCEC or Westin equipment and fixtures
 - vii. Use of the BCEC or Westin for any purpose other than the informed event.
 - viii. Any illegal acts.

The Company acknowledges that the equipment or material it would bring in the facilities must be removed after usage from the BCEC or Westin facilities or in any case at the latest at the end of the booking date as specified in the Agreement.

- b. Other security rules or policies applicable on premises:
 - i. The Company must comply with all licensing, health and safety and other regulations relating to the BCEC or the Westin
 - ii. Space outside of the immediate rooms may be used for registration purposes only. Storage of any kind is not permitted in these rooms.
 - iii. The Company shall not permit or suffer any unlicensed gambling or betting activities or any other unlawful or immoral activity of any nature to take place at the BCEC or the Westin.
 - iv. The Company shall not use, install or allow to be used or installed by its Sub-Licensees, employees, invitees or its or their contractors or sub-contractors, catering equipment of any kind (including any crockery, cutlery, glassware, kettle, coffee maker, hot plate, refrigerator, grill or oven) which has not been supplied either by BCEC/ Westin or by a supplier appointed by BCEC/ Westin on any part of the Premises or the Venue.
 - v. The Company shall not refer to BCEC or Westin in any publicity or promotional material (other than in running text) unless it is in the format of the BCEC or the Westin logo. The BCEC or the Westin logo shall not be used other than in accordance with brand guidelines available from the Licensor and on promotional and publicity materials for the Event to which this Licence relates and in accordance with the following rules:-
 - 1. Only the typeface and layout used by BCEC or the Westin shall be permitted.
 - 2. Only the colour palettes specified by BCEC or the Westin brand guidelines shall be permitted.
 - 3. All promotional and publicity material bearing the BCEC or the Westin logo shall be submitted to BCEC or the Westin for approval before

distribution. If the proper typeface, layout and colour palettes have not been used the Company shall not distribute such material but shall destroy it and print the correctly authorised logo.

The Company will ensure that it only gives access to the facilities to professional staff able to work in harmony with others, and that it will comply at all time with the terms of this Agreement and the notified security rules. The BCEC or the Westin reserve the right to refuse, and to ask SWIFT to refuse, use of the facilities to any person or persons deemed likely to behave in breach of the above rules.

7. SWIFT, the BCEC and the Westin shall not have any liability, towards the Company or the Company Staff, for any loss or damages suffered by reason of any theft, disappearance or damage sustained by the Company or others with the use or storage of items at the BCEC or the Westin. The Company shall be responsible for its valuables. Use of the BCEC or the Westin facilities for storage is at the Company's discretion and risk.
8. Further, no property belonging to the BCEC, the Westin or SWIFT may be removed from the premises by the Company or the Company's staff, without first obtaining the written consent of the respective parties. The Company shall reimburse the BCEC, the Westin or SWIFT 150% of the replacement cost plus 10% service charge of any damaged property or equipment, which is the result of the Company's staff's negligence, action or omission.
9. Banquet and event regulations: If the Company wishes to engage third parties for decorations, music, entertainment, special service staff and other additional products and services, then the Company must obtain an explicit written approval from the BCEC or the Westin and must provide all details to the BCEC or the Westin and ensure that it and its third party service providers follow all instructions, policies of the BCEC or the Westin.
10. To the extent permitted by law, the total maximum liability of SWIFT for any and all claims (whether in tort, contract or otherwise) shall not exceed the amount paid by the Company under this Agreement. Further, in no event shall SWIFT be liable for any indirect, consequential, incidental, special, punitive, exemplary damages (whether arising in tort, contract, indemnity or otherwise) even if SWIFT has been made aware of the possibility of the same.
11. During the Company's event in one of the meeting rooms, no signage with the Company's logo or trade name can be visible from the official Sibos floor plan.
12. Invoices, interest rate, taxes - All SWIFT invoices, including those for meeting rooms space are payable within thirty (30) days. Please note that the 30 days starts from the date of the SWIFT invoice. Payment shall be in full and without any deduction, set-off or counter-claim whatsoever. SWIFT reserves the right to subcontract the invoicing process.

Fees and charges are net of any local taxes applicable in the country of the Company, such as, but not limited to, VAT, GST, withholding tax of any nature whatsoever. All present and future taxes, as well as fines and/or penalties and/or interest assessed directly or indirectly on such amounts (if any) which may apply to fees or charges due for or in connection with the Event, will always (even retroactively) be borne by the Exhibiting Company.

13. A Force Majeure Event means an event outside the reasonable control of either Party affecting its ability to perform any of its obligations under this Agreement including acts of nature like natural catastrophes, fire, flood or lightning, war, revolution, acts of terrorism, riots or civil commotion, health emergencies, epidemics and pandemics, but excluding strikes, lock-outs or other industrial action, whether of the affected Party's own employees or others, failure of suppliers of power, fuel, transport, equipment, raw materials or other goods or services ("Force Majeure Event").

If performance of this Agreement or of any obligation hereunder is prevented, restricted or interfered with (or where a reasonable party placed in the same circumstances would not perform its obligations under this Agreement) by reason of a Force Majeure Event, the Party so affected, upon giving prompt notice to the other Party, will be excused from such performance; provided that the Party so affected will use reasonable efforts to avoid or remove such causes of non-performance.

If the affected Party is prevented from performing substantially its main obligations, either Party may by notice to the other terminate this Agreement. Neither party shall be liable for cancellation charges, penalties, or for any compensation payment. All advance payment will be refunded except for services duly completed and accepted prior to the Force Majeure event.

14. Belgian law applies to these terms and conditions. Disputes will be submitted to the jurisdiction of the Brussels courts.

For more information, please contact: Mathilde Sanzot on: +32 2 651 5318 or email:

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