

General terms and conditions ACT-WISE bvba (including payment conditions)

1. Definitions: (a) ACT-WISE BVBA, company registration number 0895 327 519, is the 'user' of these general terms and conditions, and is hereinafter referred to as ACT-WISE BVBA. (b) 'Client' means a (potential) customer of ACT-WISE BVBA. (c) The user and the client are jointly referred to as 'Parties' and each individually as 'Party'. (d) 'Agreement' means the order confirmation drawn up by ACT-WISE BVBA that is signed for agreement by the client. (e) 'Arrangement' means the whole of activities that ACT-WISE BVBA must carry out for the client pursuant to the agreement. (f) Unless stated otherwise, 'price' means the total of the prices specified in the agreement of the components that make up the arrangement. **2. Applicability:** (a) These general terms and conditions apply to all offers, invoices, order confirmations and/or agreements between ACT-WISE BVBA and the client, whereby all other conditions of the client are expressly and fully excluded. (b) Deviations or changes will only take effect if they have been properly agreed in writing between the parties. (c) The parties expressly agree that ACT-WISE BVBA is bound by an obligation of means, unless expressly agreed otherwise in the collaboration agreement (including payment conditions). **3. Working method:** (a) The first, personal meeting with ACT-WISE BVBA is always free from obligations and free of charge. (b) ACT-WISE BVBA's first offer will contain a rough statement of costs and ACT-WISE BVBA's working method. Unless agreed otherwise, this offer will be free of charge. (c) If the client instructs ACT-WISE BVBA to issue one or more 'detailed' offers, ACT-WISE BVBA will charge the amount per offer that is stated in the first offer. If the parties conclude an agreement, the costs of the offer on which the agreement is based will not be invoiced, unless otherwise agreed in writing in advance. (d) If in the context of making changes to 'detailed' offers already made ACT-WISE BVBA has to perform additional work, ACT-WISE BVBA is entitled to charge the client for this additional work at an hourly rate (on request). (e) If the client agrees with the offer, he signs the attached order confirmation and/or collaboration agreement as 'read and approved'. **4. Price:** (a) A detailed description of these services and prices is included in the attached offer/order confirmation and/or collaboration agreement. These form the agreement in conjunction with the general terms and conditions (including payment conditions). In the event of a conflict between the provisions in the agreement, the following priority rule will apply: (i) general terms and conditions (including payment conditions); (ii) signed order confirmation and/or collaboration agreement; (iii) invoice; (iii) offer. The services will be provided at the prices set out in the signed order confirmation and/or collaboration agreement. Unless stated otherwise, the price and the prices of the components of the arrangement referred to are excluding VAT. The price and prices are based on cost prices as they were at the time the offer was made. If these cost prices rise due to (price) rise(s) of inter alia exchange rates, insurance premiums, transport costs, wages and/or the costs of third parties engaged by ACT-WISE BVBA, ACT-WISE BVBA is entitled to charge these (price) rise(s) on to the client in the price and prices. (b) The price is stated in the order confirmation/offer or, if this is not possible, will be determined at a later date based on the arrangement described in the agreement, and any later correspondence exchanged between the parties. If the price is determined after the order confirmation, it will be recorded in writing. (c) No later than 14 days before the execution of the arrangement the client must state the number of participants, with a degree of accuracy of 90% If the actual number turns out to be higher by more than 10% than the number stated in the order confirmation, ACT-WISE BVBA reserves the right to adjust the price and prices. (d) No later than 7 days before the execution of the arrangement the client must state the definitive number of participants. If this number is higher than the number stated based on Article 4c, the price will be raised by the extra cost that this generates for ACT-WISE BVBA. (e) The price of drinks is stated in the agreement as a provisional sum. Drinks are charged based on actual consumption, unless agreed otherwise in writing in advance. (f) Any discount granted is one-off and does not create rights for the future. **5. Payment:** All invoices are payable no later than the due date as stated in the invoices. In the absence of an explicit due date in the invoice, the invoice is payable within 14 days after the invoice date. If in the execution of the arrangement unforeseen expenses are necessary, these will be made only after consultation with the client, except in emergencies. These expenses will be paid by the client on site, or at a later date after receipt of an invoice. Payments must be made without any entitlement to discounts, setoff or suspension in the way indicated by ACT-WISE BVBA: (i) Within fifteen (15) days after the client has signed the order confirmation for approval, the client must communicate to the user a PO number (i.e. a purchase order number, order number or confirmation number). (ii) Within sixty (60) days after receipt of the order confirmation signed for approval, 30% of the price must be paid to ACT-WISE BVBA. (iii) No later than one (1) month before the date on which the arrangement starts, 90% of the price must have been paid to ACT-WISE BVBA. (iii) After performance of the contract ACT-WISE BVBA will send the client a final account, being the remaining 10% of the price and any additional costs incurred, which invoice must be paid within 14 days after the invoice date. (iii) Deviations from or changes to these payment conditions will only take effect if they have been agreed in writing between the parties. **6. Change(s) to the arrangement:** If during the execution of the arrangement ACT-WISE BVBA makes changes to (parts of) the arrangement on the client's request, to the extent possible no additional costs will be charged. However, any additional costs that must be incurred by third parties hired to execute (parts of) the arrangement will be charged on by ACT-WISE BVBA. **7. Liability:** (a) ACT-WISE BVBA will not be liable for damage to and/or disappearance of belongings of participants during the arrangement, nor for injury to or death of participants due to any cause or of any nature whatsoever. (b) ACT-WISE BVBA will not be liable for damage due to any cause or of any nature whatsoever to (goods of) third parties caused by the client and/or the participants in the arrangement. (c) If the client and/or one or more of the participants in the arrangement fail to follow the instructions of ACT-WISE BVBA or of third parties hired by it in the execution of the arrangement as a result of which the arrangement cannot take place according to plan, ACT-WISE BVBA will not be liable for any damage directly or indirectly arising from this of any nature whatsoever. (d) If ACT-WISE BVBA fails in the performance of the agreement, and this is exclusively or predominantly caused by a failure of the third parties hired by ACT-WISE BVBA for the performance of the agreement, ACT-WISE BVBA will never be liable for an amount higher than 10% of the price stated for this part of the performance carried out by these third parties that are charged with this part of the execution of the arrangement. ACT-WISE BVBA excludes any claims for consequential loss. (e) Any liability on the part of ACT-WISE BVBA of any nature or due to any cause whatsoever will lapse if the client has not held ACT-WISE BVBA liable in writing within 5 days after the end of the arrangement. The notice of default must be given in writing and describe the nature of the default in reasonable detail. (f) ACT-WISE BVBA provides the services within the boundaries of the information provided by the client. In this, ACT-WISE BVBA is entitled to rely on the accuracy and completeness of the information provided by the client. ACT-WISE BVBA cannot be held liable for incorrect performance of the services if such incorrect performance was caused by incorrect, incomplete or late provision of information by the client. **8. Force Majeure:** (a) Force majeure means circumstances that prevent the performance of the agreement that cannot be attributed to ACT-WISE BVBA. This includes: strikes or labour conflicts in other companies than companies than ACT-WISE BVBA, traffic obstructions, (general) transport problems and technical disruptions of any nature, defects in third party telecommunication and IT equipment, war, revolts, riots, explosions, or the immediate termination by a supplier of the collaboration between ACT-WISE BVBA and this supplier without this termination being the result of a material shortcoming on the part of ACT-WISE BVBA. (b) ACT-WISE BVBA is entitled also to rely on force majeure if the circumstance that prevents the performance of the agreement occurs after ACT-WISE BVBA should have performed the agreement. (c) In the event of force majeure ACT-WISE BVBA is authorised to suspend performance of the agreement. If the period of force majeure lasts longer than 60 days, both parties are authorised to terminate the agreement without any compensation obligation arising. (d) If ACT-WISE BVBA at the time of the occurrence of force majeure has partly performed the agreement, ACT-WISE BVBA is entitled to invoice this part to the client and the client will be obliged to pay this invoice in accordance with the provisions in Article 5. **9. Default:** (a) In the event of full or partial non-payment of a debt on the due date or if any payment term as meant in Article 5 is exceeded, the client will be in default and he will owe by operation of law and without prior notice of default a default interest and costs of 2% per month, whereby every month started is deemed to have ended and this interest cannot be lower than the statutory interest rate, until the date on which full payment has been made. (b) Without prejudice to the provisions in the preceding paragraph of this article, in the event that the client is in default as meant in the preceding paragraph of this article, ACT-WISE BVBA is entitled to terminate the agreement or have it terminated, and entitled to full payment of the loss suffered by it, whereby the costs to obtain recourse out of court are determined at 15% of the amount owed, with a minimum of € 250. (c) If the client is in default within the meaning of Article 9a, ACT-WISE BVBA is entitled to suspend performance of the arrangement, including the preparations therefor. **10. Termination:** ACT-WISE BVBA is entitled to terminate the agreement with the client immediately without judicial intervention if: (i) after concluding the agreement circumstances come to the attention of ACT-WISE BVBA that give it cause to fear that the client will not fulfil his obligations; (ii) ACT-WISE BVBA has asked the client when the agreement was concluded to provide security for the performance and this security is not provided or is insufficient; (iii) the client is put into administration, applies for a moratorium on payments, is declared bankrupt or resolves to wind up his company or to cease trading. In the cases described above ACT-WISE BVBA's claims on the client are immediately due and payable. **11. Cancellation:** If the client cancels the arrangement in full or in part, the client will owe ACT-WISE BVBA cancellation costs. (a) The cancellation costs relating to the number of participants/rooms are as follows: (i) If the client reduces the number of participants or rooms in the period up to **3 (three) months** prior to the event, ACT-WISE BVBA will charge the client in case the new contract value is lower than 50% of the original contract value. This charge will amount to the difference between the new contract value and 50% of the original contract value. (ii) If the client reduces the number of participants or rooms in the period **between 3 (three) months and 1 (one) month** prior to the event, ACT-WISE BVBA will charge the client in case the new contract value is lower than 80% of the original contract value. This charge will amount to the difference between the new contract value and 80% of the original contract value. (iii) If the client reduces the number of participants or rooms in the period **between 1 (one) month and 5 (five) calendar days** prior to the event, ACT-WISE BVBA will charge the client in case the new contract value is lower than 90% of the original contract value. This charge will amount to the difference between the new contract value and 90% of the original contract value. (iii) If the client reduces the number of participants or rooms in the period between 4 (four) and 1 (one) calendar days prior to the event, ACT-WISE BVBA will charge the client in case the new contract value is lower than 95% of the original contract value. This charge will amount to the difference between the new contract value and 95% of the original contract value. (iii) If the client reduces the number of participants or rooms on the day of arrival, ACT-WISE BVBA will charge the client 100% of the booked value. Article 11d will remain fully in effect in this context. (b) The cancellation costs relating to the purchase of services by ACT-WISE BVBA are as follows: (i) If ACT-WISE BVBA is notified in writing of the cancellation at **least 6 (six) months** prior to the date scheduled for the event, the down payment will be fully refunded. (ii) If ACT-WISE BVBA is notified in writing of the cancellation between **6 (six) and 3 (three) months** prior to the event, the client agrees to indemnify ACT-WISE BVBA to the extent of 50% of the contractual amount. (50% of the cancelled reservation value will be charged to the client.) (iii) If ACT-WISE BVBA is notified in writing of the cancellation between **3 (three) months and 1 (one) month** prior to the event, such indemnity will reach 80% of the order as it is in place at that moment. (80% of the cancelled reservation value will be charged to the client.) (iii) If ACT-WISE BVBA is notified in writing of the cancellation between **1 (one) month and 0 (zero) days** prior to the event, such indemnity will reach 100% of the order as it is in place at that moment. (100% of the cancelled reservation value will be charged to the client.) (c) In cancellations of entertainment, the cancellation costs are 100% if the contract has already been concluded. (d) In the event of partial cancellation, regardless of when this occurs, ACT-WISE BVBA is entitled to charge the costs and the loss that third parties hired by it suffer as a result of the partial cancellation and other actual loss and costs to the client in full, without prejudice to the provisions in Article 11a. Partial cancellation will mean in any case any reduction of the number of participations compared to the number set out in the order confirmation. (e) Deviations from or changes to these cancellation conditions will only take effect if they have been properly agreed in writing between the parties. **12. Data protection:** Either party must at any time fulfil its obligations under any applicable data protection legislation in respect of all personal data that is processed in the context of this collaboration. The client will remain solely responsible for determining the objectives for which ACT-WISE BVBA processes personal data under the agreement. For the sake of clarity, the parties acknowledge that where data protection legislation applies, the client acts as the controller and ACT-WISE BVBA acts as the processor of the personal data that is stored, used or otherwise processed in the context of this agreement as these terms are defined in the data protection legislation. The client expressly accepts that ACT-WISE BVBA is entitled to process the personal data for the purpose of performing this agreement. The client will notify all persons whose personal data are processed with a view to performance of this agreement. The client is entitled to inspect, correct and remove its data as laid down in the applicable data protection legislation. ACT-WISE BVBA will not disclose personal data to third parties other than (i) subcontractors or third parties to whom such disclosure is necessary for the provision of the services and the execution of the arrangement or (ii) unless and to the extent this is required by a competent authority. If ACT-WISE BVBA must disclose personal data to one or more of its subcontractors, it must take appropriate contractual protection measures with these subcontractors in order to provide adequate protection for the personal data that they process under this agreement. ACT-WISE BVBA will in any case take appropriate technical and organisational measures to avoid unauthorised use or unauthorised disclosure of personal data. ACT-WISE BVBA considers privacy highly important. That means that we act in compliance with privacy legislation. ACT-WISE BVBA's privacy policy and other practical information on this subject can be inspected on our website (www.act-wise.be). We recommend that you read the Privacy Statement and the Cookie Policy. This Privacy Statement applies to all services offered by ACT-WISE BVBA and describes which personal data we process and how it is used. **13. Confidentiality:** Both the client and the user will designate one or more contact persons. Requesting and/or providing data will only take place through these persons. The parties undertake not to disclose the data to which they have access to third parties, not to use this information for other purposes than the performance of the agreement and to share this data with employees, agents and representatives only to the extent this is necessary for the performance of the agreement and on the condition that such parties are bound by confidentiality obligations that are essentially comparable to this provision. The parties will ensure the requisite security to guarantee the confidentiality of the data. **14. Intellectual property rights:** Each Party must respect all intellectual property rights of the other Party and of any third party. Nothing in this agreement may be construed or explained as a transfer of the intellectual property rights from one party to the other. Selling, pledging or transferring the intellectual property rights of a party without its express consent is prohibited. **15. General terms and conditions of third parties:** In certain cases other conditions also apply in addition to the general terms and conditions of ACT-WISE BVBA and to the extent they do not conflict with those of ACT-WISE BVBA. If other conditions apply, these must be announced to ACT-WISE BVBA in writing in advance. **16. Amendment of the general terms and conditions:** ACT-WISE BVBA is authorised to amend these general terms and conditions at any time. Such amendments take effect on the stated date of entry into force. If no date of entry into force is disclosed, amendments will take effect as soon as the change has been communicated. **17. Jurisdiction and applicable law:** This agreement is subject to and must be construed in accordance with Belgian law. All disputes pursuant to or in relation to this agreement that the parties cannot solve amicably will exclusively be adjudicated by the courts of Ghent. **18. Entire agreement:** This agreement forms the entire agreement and replaces, cancels and/or annuls all previous agreements between the parties relating to the matters that are dealt with therein.