

TERMS AND CONDITIONS

BETWEEN

The company and/or individual who confirms an activity based on a quotation that states our general terms and conditions apply, as well as where these general terms and conditions can be consulted. Hereinafter referred to as "the Customer";

AND

Constant; refers to AKMOS bv, with registered office at Grote Markt 57, 2500 Lier, registered in the Crossroads Bank for Enterprises under the number 0473.827.182, hereinafter referred to as "the Service Provider."

1. CONTEXT AND CONDITIONS

1. The Service Provider offers a service for companies, organizations, and entrepreneurs, which consists of organizing an event, with or without catering, in the premises of the Service Provider, along with related services. The accompanying services include the preparation of the rented room or rooms according to the agreed arrangement, welcoming the organizer, serving drinks and dishes, general supervision of the event, etc.
2. The other movable property of the Service Provider (tables, chairs, etc.) may be used within the framework of the aforementioned services, but this is always done under the supervision of the Service Provider during the entire duration of the agreed-upon event.
3. The Customer remains responsible at all times for any damage, inconvenience, or disturbance caused during the activity by them or their guests. The Customer and their guests are expected to leave the used rooms, materials, and furniture in their original condition.
4. The Customer is not allowed to use the following items in or around the buildings of the Service Provider: confetti, glitter, fireworks, flags, posters, or banners.
5. The available dates for the rented rooms can be easily requested via email. The available coworking spaces can only be requested via email or telephone.

2. BOOKINGS

1. The execution of the event will follow the agreed-upon details in the quotation, email, or order form. This will include the following information: date, the agreed-upon price based on the chosen rooms, catering package including beverages, technical equipment, the number of guests, duration, and any additional options.
2. The venue is provisionally reserved for the Customer upon receipt of a detailed quotation. This quotation will include the following details: date, number of hours, number of guests, reserved rooms, orders for culinary arrangements and/or other catering, and any additional services.
3. The provisional reservation is valid for 7 days. This period starts from the date of receipt of the first detailed quotation. If the Service Provider does not receive written confirmation of the detailed quotation within this period, the reservation will be automatically canceled and made available for other potential customers.
4. An estimate of the total number of guests must be communicated to the Service Provider in writing at least two weeks before the event. Confirmation of the final number of guests must be communicated to the Service Provider in writing at least five (5) days before the event.

5. If the number of guests turns out to be larger than the final number of guests that was provided, it will be adjusted in the final invoice.

If the number of guests turns out to be smaller than the final number of guests that was provided, the invoice will still be based on the final number of guests that was provided.

3. PRICES AND PAYMENTS

1. After confirmation of a quotation, it is possible that an advance invoice for 20% of the total amount will be sent.
2. The price for the provided services is determined in a detailed individual quotation sent to the customer via email, which the customer can then confirm by signing or confirming via email.
3. The invoice, or its balance, issued after the event must be paid within a period of fifteen (15) days after receipt of the invoice.
4. The stated prices are always exclusive of VAT, unless otherwise indicated. The applicable VAT rate is 12% for catering (food) and 21% for room rental, sale/serving of beverages, and other services.
5. Payments are to be made to the Service Provider's bank account: BE31 8804 8955 0155.
6. In case of non-payment by the due date, a legal default interest of 7% is due without the need for any further notice.
7. If the Customer requires additional invoices, and the total number of invoices exceeds two, an administration fee of €75 excluding VAT will be charged.

4. CANCELLATIONS

1. If a Customer decides not to use the agreed-upon services after written confirmation of the quotation, the Customer is liable to pay compensation to the Service Provider. The following amounts must be paid in case of cancellation:
 - Up to 14 days before the event: 50% of the total price, minus the catering costs (food).
 - Up to 7 days before the event: 75% of the total price.
 - Up to 4 days before the event: 100% of the total price.
2. If the event is rescheduled to a later date (within the year), the cancellation costs will be deducted from the next booking.

5. EXECUTION OF THE AGREEMENT

1. The Service Provider utilizes the expertise of external parties, preferred partners, to execute the agreement. These are mainly caterers that we have selected to provide services to our Customers.
2. If certain beverages or food items are not available due to unforeseen circumstances, the Service Provider reserves the right to adjust the menu with equivalent beverages and food, without affecting the agreed-upon price, and without leading to any compensation.
3. The Customer is responsible for complying with the (administrative) requirements of the event they are organizing.
4. The Customer is responsible for the goods and products they bring to the premises of the Service Provider and ensures that they are adequately insured. The Service Provider, nor its representatives or staff, can be held liable for the loss and/or damage of the aforementioned items.
5. The Customer indemnifies the Service Provider, its representatives, and staff from all damage claims that may be filed against them by guests, representatives, or staff of the Customer.

6. DAMAGE

1. Damage during an event to the buildings, infrastructure, furniture, etc., of the Service Provider is a joint responsibility of the Customer and the person who caused the damage, if the damage was caused by one of the Customer's guests.
2. In the absence of prior written remarks, it is assumed that the Customer entered the rented location in perfect condition.

7. SECURITY MEASURES

1. The Customer must, at their own expense, take sufficient measures to guarantee the safety of the guests.
2. The applicable (security) regulations regarding fire prevention, noise disturbance, etc., must be strictly followed by the Customer. The Service Provider has the right to immediately terminate the activity if the Customer fails to comply with these regulations, and this without the Customer being entitled to any compensation.
3. The Service Provider is not liable for any damage caused by the Customer's failure to comply with the safety regulations concerning fire prevention, safety, noise disturbance, etc.

8. FORCE MAJEURE

ases of force majeure, for any reason, such as disruptions and obstacles at the company and in deliveries, all unexpected events at the Service Provider or its preferred partners, all transportation obstructions or delays, as well as non-delivery of goods by suppliers; strikes, lockouts, export or import bans or restrictions, fire or accidents, mobilization, war, or riot and civil unrest or legal provisions, give us the right to partially and definitively or temporarily cancel or suspend our delivery and performance obligations, without the Service Provider (or any of its representatives or employees) being held liable for any resulting damages.

9. DISPUTES

This agreement is governed by Belgian law. Parties will first try to resolve any disputes arising from this agreement in good faith. The aggrieved party will notify the other party in writing within fourteen (14) days. If no solution is found within fourteen days after such notification, representatives of both parties will meet to seek a resolution. If they, in turn, cannot reach an agreement, the dispute will be submitted to the court in Antwerp.

By confirming a quotation, the Customer also declares to agree with these general terms and conditions.

LAST UPDATE: May 22, 2023