

ORDER FORM

EKIDEN VILLAGE

Company:	
Name:	
Surname:	
Street:	Nr.:
ZIP code: City:	
Tel.:	
Email:	
VAT:	
Date:	
PAGODE TENT incl. floor:	Tent 5m x 5m 25m2 €1250 ☐ Tent 10m x 5m 50m2 €2500 ☐
OPTIONAL:	
Electricity outlet (=16A – 220V – 3500 Watt): Toilet unit: Chairs: Rectangular table 180 cm X 75 cm: High table: Bar stools: Barbecue: Cashless card €20 (food & drinks): Cashless card €40 (food & drinks): Cashless card €60 (food & drinks):	

I declare explicitly to have read and agreed upon the general conditions, applicable on these services, mentioned on the next page.

GOLAZO SPORTS NV GENERAL TERMS AND CONDITIONS OF SALE

ARTICLE 1. Scope

The service provision by GOLAZO SPORTS NV to which this purchase order applies is subject to the Terms and Conditions below, with the exception of written derogations between parties and without prejudicing any special terms and conditions agreed in a separate agreement. They prevail over any of the customer's opposing terms and conditions to the contrary, even if these are subsequently communicated. These Terms and Conditions take precedence over and are supplemented by the Terms and Conditions as these are stated on the GOLAZO SPORTS NV invoice. The customer is presumed to have accepted them unless he, she or it has sent a written, reasoned objection by registered post within five calendar days after he, she or it has received them. If one for these provisions were to be null and void, such a fact shall not prejudice the applicability of the other provisions.

ARTICLE 2. Unilateral amendment

Golazo Sports NV reserves the right to unilaterally amend these General Terms and Conditions. It shall notify the customer of this in writing. The customer has the right to terminate the agreement free of charge within 30 days after the notification of said amendment to the agreement. If not, he, she or it is presumed to agree with the amended General Terms and Conditions.

ARTICLE 3. Order - Proposal

Only a proposal made by Golazo Sports NV in writing is valid. The validity period of the proposal is limited to 30 days. The agreement comes into effect only after the customer's order has been accepted by Golazo Sports NV.

ARTICLE 4. Representation

The customer is validly represented by the person who signs the purchase order.

ARTICLE 5. Intellectual Property

Golazo Sports NV remains the sole holder of the intellectual property rights to what it creates and organises.

ARTICLE 6. Price

Prices invoiced by Golazo Sports NV are expressed in euros and exclude taxes. The prices are always excluding VAT, unless expressly stated otherwise. The exchange risk is at the customer's expense. Prices can be adjusted to the price increase for certain products on which Golazo Sports NV does not personally have any influence.

ARTICLE 7. Payment

Invoices must be paid into the bank account of Golazo Sports NV, the number of which is stated on the invoices. Invoices are payable within 30 days, unless there is an express statement to the contrary.

ARTICLE 8. Late payment

If payment is not made on the due date, the amount of any invoice issued by Golazo Sports NV shall be increased, automatically and without advance notice of default, by a conventional fixed and irreducible amount of 20% for compensation and interest at the rate of 1% per commenced overdue month, to be calculated as from the due date.

ARTICLE 9. Cancellation

Any order cancellation made by the customer must be in writing. It is only valid if it is accepted by Golazo Sports NV in writing.

An order can only be cancelled up to 2 months before the date on which the services are to be carried out.

If the customer subsequently wishes to cancel, he, she or it shall be required to pay 30% of the fee for the services to be cancelled as compensation.

If the customer wishes to cancel fewer than 20 days before the event at which the services are to be provided, he, she or it shall be required to pay 50% of the fee for the services to be cancelled, with a minimum amount of EUR 350, as compensation.

ARTICLE 10. Force majeure

If, pursuant to any cause whatsoever beyond its will or pursuant to force majeure, it is impossible for GOLAZO SPORTS NV to execute an accepted assignment or to do so within the set deadline, GOLAZO SPORTS NV can terminate the contract without owing any compensation whatsoever.

Any event that occurs beyond the will and control of the parties and which the parties could not reasonably have expected at the time at which the agreement was concluded constitutes a situation of force majeure. Parties expressly recognise that the following circumstances are examples of situations resulting in force majeure: extreme weather conditions, strikes, disruptions of power supply or of means of telecommunication, attacks, terror threats, etc.

ARTICLE 11. Liability

Barring any intentional acts, GOLAZO SPORTS NV cannot be held liable if an accepted service cannot be carried out or cannot be carried out in good time pursuant to a mistake by its appointees, subcontractors or pursuant to a mistake by the customer. Barring any intentional acts, the liability of GOLAZO SPORTS NV is always excluded for any direct or indirect damage while it is carrying out its accepted assignment. In the unlikely event of GOLAZO SPORTS NV being held liable for paying any compensation, for any reason whatsoever, then this shall in any case be restricted to the amount of the proven direct damage, to the exclusion of everything else. The compensation shall in no case whatsoever exceed the price constituting the subject of the agreement.

ARTICLE 12. Complaints

No complaint whatsoever relating to the services shall be accepted if it is not addressed by registered post to GOLAZO SPORTS NV, Schoebroekstraat 8, 3583 Paal-Beringen, within a period of 8 days after the services are carried out or after any default was discovered. If there is no such complaint, the service provision shall be presumed to be accepted.

ARTICLE 13. Obligations

Golazo Sports NV shall do its utmost to fulfil its contractual obligations and to meet customers' expectations. However, it can only be required to perform to the best of its ability.

ARTICLE 14. Personal data

Within the scope of the relationship between the parties, the customer hereby grants GOLAZO SPORTS NV the permission to gather and record in a file, for commercial and administrative objectives and with a view to direct mailing, any personal data exchanged between parties. The customer shall ensure that all legal formalities have been fulfilled and that, in accordance with the Law on Privacy Protection of 8 December 1992, the persons concerned are entitled to peruse and correct the processed data. The data can be communicated to third persons, except when the customer expressly objects.

ARTICLE 15. Applicable law

The agreements between GOLAZO SPORTS NV and the customer are subject to Belgian law. All disputes fall within the exclusive competence of the Courts of the Hasselt Judicial District. This also applies if bills of exchange are drawn on a customer.

