

General terms and conditions of sale FestiTent bvba

Article 1 Definitions

1.1 In these General terms and conditions of sale the following definitions are used:

Agreement	The Agreement between FestiTent bvba and the Consumer concerning the providing of services against payments in relation to the rent of FestiTent-products.
Consumer	The party that makes a purchase via FestiTent bvba for an Event;
Events	Public or private event where – by way of example, but not excluding – a festival and its campsite.
FestiTent bvba	The private company with limited liability FestiTent bvba, established statutorily in Niel and with offices at Matenstraat 212, 2845 Niel, Belgium.
FestiTent-products	All products offered to the consumer, visible on the internet sites of FestiTent bvba. The FestiTent-products offered for sale are these products, visible on the internet site on the day that the consumer visits the internet site and as far as the product is on hand.
General terms and conditions of sale	These General terms and conditions of sale of FestiTent bvba;
Internet site of FestiTent bvba	All Internet sites which make use of the services and/or software of FestiTent bvba to make the sale of FestiTent-products possible.
Location	The place where the event is being held.
Order number	Number, linked to a certain customer/order, which is mentioned on the (purchased) ticket.
Organiser	The party, committed to, and responsible for organizing the event;
Voucher	The proof of admission to a FestiTent-product. This is not a proof of admission to the event itself;

1.2 Object

The purpose of these current General terms and conditions of sale of Sale is to, globally and exclusively in relation to the actions on the internet sites of FestiTent bvba, anchor the rights and obligations between the Consumer and FestiTent bvba, who arise from the online sale of FestiTent-products who are offered for sale on the internet sites of FestiTent bvba. These terms have precedence over any other document.

1.3 The present General terms and conditions of sale apply to all services and offers that are performed or done by FestiTent bvba, for every order of FestiTent-products, via FestiTent bvba websites by the Consumer through FestiTent bvba and any agreement. Deviations from these General terms and

conditions of sale can only be made in writing, if it is validly signed. In that case, the all remaining provisions of these General terms and conditions of sale will still apply.

- 1.4 The Agreement is subject to the General terms and conditions of sale of the Organiser as are the General terms and conditions of sale for location holders. In case of conflict between these General terms and conditions of sale and above mentioned General terms and conditions of sale, the General terms and conditions of sale prevail. In case of conflict between the General terms and conditions of sale of the Organiser and those of the location holders, the General terms and conditions of sale of the Organiser prevail. A copy of the General terms and conditions of sale of the location holders or the Organiser is available on request at the specific location holders or the Organiser.

Article 2 Establishment of the Agreement

- 2.1 After the Consumer has placed an order for one or more FestiTent-products through FestiTent bvba (via the website FestiTent bvba and/or otherwise). FestiTent bvba provides the vouchers, needed for the admission to a FestiTent-product for a certain event.

- 2.2 The formation method of the contract:

- I. If and when the Consumer and FestiTent bvba have determined the date of the order, the FestiTent-product(s), the number of FestiTent-products, the price of the FestiTent-product(s) and any additional costs, the reservation will be included in the automated reservation system of FestiTent bvba as "preliminary";
- II. Agreement is final if and when FestiTent bvba has received the Consumer's payment (or authorisation of payment) Before the payment is received by FestiTent bvba, there is no agreement reached, regardless of how the user interprets specific messages during the order process;
- III. If the Agreement was established through the FestiTent bvba website, the Agreement will be confirmed to the Consumer by e-mail;
- IV. If no authorization of the payment is received by the Consumer, the Consumer will receive, either by e-mail or via regular mail, a notice of the failure of the transaction and that the realization of the Agreement has failed.
- V. If FestiTent bvba has reasonable suspicion that it is a fraudulent payment, it reserves the right to cancel and return the transaction. FestiTent bvba shall notify the Consumer about this per email which will be send to the emailaddress registered by the Consumer at FestiTent bvba.

- 2.3 An Order is irrevocably for the Consumer. It is not possible to subject a completed Agreement to changes.

- 2.4 FestiTent bvba strives to send the Vouchers to the Consumer one week before the start of the event, after receipt of full payment. If the vouchers aren't received by the Consumer within 7 days, then the Consumer needs to contact FestiTent bvba in writing (by letter or e-mail) or by telephone. After expiry of that period, FestiTent bvba assumes that the vouchers have properly been received by the Consumer.
- 2.5 The Customer has no right of withdrawal. The right of withdrawal is not applicable according to Article 16 I. Chapter 3 of the Directive 2011/83/EU on consumer rights.

Article 3 FestiTent-products and Vouchers

- 3.1 FestiTent bvba has following distribution /sales channel:
- I. Online sales: sales through the website of the Organiser and/or Media Partner of FestiTent bvba;
- 3.2 Once the order is validated, the consumer receives a summary of the order by e-mail, tot the e-mailadress that the consumer has indicated. This e-mail serves as a confirmation of the order.
- 3.3 These general terms and conditions of sale and the summary of the order, whereof the consumer is informed, constitute a legal contract, and are part of the totality of contractual obligations agreed upon by both parties. In case of discrepancies regarding these documents, these terms and conditions of sale will prevail.
- 3.4 The Vouchers delivered by FestiTent bvba are and will remain the property of the FestiTent bvba and will be supplied to the Consumer by FestiTent bvba under the condition that, without prior written permission of FestiTent bvba, the following is not allowed:
- a. To sell the vouchers to third parties, or to offer the vouchers in any other manner in a commercial way, directly or indirectly to third parties;
 - b. To offer the vouchers in commercial manifestations - in any way - or to refer the vouchers in another way;
 - c. If the situation as describes in a. or b. occurs FestiTent bvba will make the vouchers invalid; holders of such vouchers will be denied access to the FestiTent-product, with no right to compensation.
- 3.5 In addition, FestiTent bvba may also impose a 'to be determined' fine on the Consumer.
- 3.6 Only the holder of the voucher, who presents the voucher first at the start of the event, can access the FestiTent-product.
- 3.7 FestiTent bvba and/or Organiser reserve the right to limit the number of reservations for FestiTent-products. Reservations which exceed this limit will be adjusted/cancelled for the excess (above the maximum) reserved FestiTent-products.

- 3.8 The additional reservation fee may differ based on the manner and timing of purchases. All costs are shown in the order. There are no other costs than the calculated costs shown.
- 3.9 The prices of the FestiTent-products are indicated in euros. They take account of the VAT-value of the day of the order. FestiTent bvba reserves the right -with the approval of the consumer- to modify the prices at any time, but the billing of the FestiTent products will be based on the rates in effect at the time the order is recorded, as far as the FestiTent products are available.
- 3.10 When purchasing a FestiTent-product, the payment of a guarantee is requested. This guarantee will be refunded and / or returned to the consumer if the FestiTent-product at the location is left behind as it was taken in use by the consumer at his arrival. FestiTent cannot be held liable to not fully refund the guarantee, when the FestiTent-product was not correctly left behind. On departure, the Customer contacts the representative of FestiTent bvba on the location to check the conditions of his FestiTent-product. FestiTent bvba has the final decision on the (partially) implying of the guarantee. The consumer will be informed about the implying of the guarantee on the location itself. If the consumer does not contact the representative of FestiTent bvba at his departure, no dialogue can arise about whether or not implying the guarantee of the FestiTent-product.
- 3.11 After receiving the vouchers, the Consumer is expected to check the vouchers. In case of a faulty delivery, e.g. in the case of incorrectly displayed FestiTent-products or event, the Consumer receives a new delivery at his first written request and without additional costs. Such a request should include relevant information and relevant reasons. If the Consumer has not informed FestiTent bvba in writing within 5 days before the event starts, FestiTent bvba may decide not to exchange the vouchers.
- 3.12 FestiTent bvba always reserves the right to refuse Orders from Consumers.
- 3.13 The vouchers for FestiTent-products are not a valid entry ticket for the Event.

Article 4 Payment method and Cancellation policy

- 4.1 Payment is made via the provider MultiSafepay.
- 4.2 The internet sites and/or the part of the website designed to rent FestiTents is secured, so that your data cannot be abused.
- 4.3 FestiTent bvba has set additional safety measures for the use of payment methods. It is therefore possible that some payment methods are not available to everyone.
- 4.4 Cancelling an order can at least 10 days before the start of a festival. A cancellation administration fee of € 12,5 (V.A.T. incl.) will be charged by cancelling an order.

Article 5 Liability

- 5.1 FestiTent bvba cannot be regarded as Organiser of the Event and is therefore not responsible for and gives no guarantees on the (artistic) quality and content of the Event and the proceedings in or around the Location and based on this, does not accept any liability on this matter.
- 5.2 When and if the Event is cancelled by the Organiser or the Location Holder FestiTent bvba will never reimburse more than the price of the purchased FestiTent-product to the Consumer, if this has demonstrably been paid to FestiTent bvba. Any additional booking fees paid by the Consumer for the use of FestiTent bvba services will not be reimbursed. FestiTent bvba does not accept liability for any, directly or indirectly made costs and/or expenses and/or any other damages that the Consumer may suffer.
- 5.3 If and as far as FestiTent bvba has transferred the amount, paid by the Consumer in respect of the delivery of the FestiTent for the Event, to the Organiser of the Event and the latter is not willing or able to refund the concerning amount to FestiTent bvba the in case of cancellation of the Event, FestiTent bvba is not obliged to refund the amount paid to FestiTent bvba by the Consumer.
- 5.4 FestiTent bvba can never be held responsible for any damages resulting from death, injury, accidents, hurt, loss, damages or theft caused by the Consumer before, during or following a visit to the Event or Location.
- 5.5 If and as far as FestiTent bvba cannot fulfil (part of) its obligations to the Consumer due to force majeure, the Consumer can in no way claim any rights to compensation in this case.
- 5.6 Force majeure includes: war, threat of war and turmoil, obstructing measures of both domestic and foreign governments, death of one or more members of the royal family, serious calamities, fires, strikes, failure of and damage to equipment and equipment of control systems, obstruction/ strike of transportation, flood, exclusions and sabotage and any unforeseen circumstances both domestic and in foreign countries in general, as a result of which compliance with the Agreement can no longer be reasonably expected of FestiTent bvba.
- 5.7 FestiTent bvba accepts no liability for loss of or damage to vouchers by the Consumer by any cause. From the moment the voucher is made available to the customer, the risk of loss, theft, damage or abuse of the voucher is for the Consumer.
- 5.8 FestiTent bvba is not liable for the purchase and use of a FestiTent-product that did not occur by FestiTent bvba; FestiTent bvba is also not liable for Agreements which, whether or not requested by the Consumer, are not entirely settled by FestiTent bvba and in which a third party, such as a cash register at the Location, is directly or indirectly involved.
- 5.9 **When the consumer doesn't receive the vouchers (on time), FestiTent bvba is not liable for directly or indirectly made costs and / or expenses and / or any other damage that the Customer may suffer as a result.**
- 5.10 As far as liability of FestiTent bvba excluded or limited, this also applies to the liability of the members of staff and/or assistants of FestiTent bvba.

Article 6 Privacy

- 6.1 FestiTent bvba processes the Consumer's personal data in accordance with the Belgian law on Privacy
- 6.2 The data will be stored and processed in an automatic system and it will be used clarify, design or modify the Agreement to the extent necessary by FestiTent bvba.
- 6.3 If the Consumer specifically gives permission, this data will be used for commercial purposes, including processing for direct marketing purposes. These processing are also performed by third parties. The Consumer has the right to oppose the processing for direct marketing purposes and commercial purposes. On the first request of the Consumer, FestiTent bvba will immediately terminate this method of data treatment.

Article 7 Intellectual Property Rights

- 7.1 All intellectual property rights concerning the name, logo, and any text and (advertising) music as well as the business formula in general used by FestiTent bvba, is held by FestiTent bvba. The Consumer is not allowed, directly or indirectly disclose and/or duplicate or otherwise use this, without prior written consent of FestiTent bvba.
- 7.2 All intellectual property rights relating to the name of the Event, the Location, logos, etc. are held by either the Organiser or the original legal owners of the Event or the Location holder. The Consumer is not allowed, directly or indirectly disclose and/or duplicate or otherwise use this, without prior written consent of the involved legal owners.

Article 8 Rules of conduct of Organisers and Locations

- 8.1 The Consumer must at all times abide to the rules in conduct of the Organiser and Location Holder in relation to the Event for which FestiTent bvba supplies the FestiTent-products.
- 8.2 Prior to the Event the Organiser, Location Holder, security personnel and/or the police are entitled to search the Consumer for the possession of unauthorized items and confiscate, once permission is granted. If the requested permission is not granted, the Organiser, security personnel and/or the police have the right to refuse this person access to the Event.
- 8.3 At all time, the Organiser and Location Holder reserve the right to make video and/or sound recordings of the Event. The Consumer declares that he/she is aware of and agrees with the above and renounces the right to oppose to the use of his/her portrait/likeness in the context of the publication or reproduction of these images.

Article 9 Modification General terms and conditions of sale

- 9.1 FestiTent bvba reserves the right to modify these General terms and conditions of sale. These modifications will be effective immediately after the new General terms and conditions of sale have been placed on the FestiTent bvba website.

Article 10 Applicable law and competent court

10.1 The general terms and conditions of sale and contractual obligations between FestiTent bvba and the consumer is subject to the Belgian Law. Any dispute relating to interpretation, effectuation or the falsify of these terms and conditions, will, in the absence of an amicable settlement, be settled exclusively by the competent Courts of Antwerp.