

Party Trust Terms and Conditions

Company details

Party Trust is the trade name for a Group D webshop :

Maagdhoek 26, 8600 Diksmuide, Belgium. Company number: 0662.422.007
RPR GHENT, VEURNE DEPARTMENT

1. Definitions

- 1.1. Customer: the person with whom Party Trust has entered into an agreement.
- 1.2. Parties: Party Trust and customer together.
- 1.3. Consumer: a customer who is also an individual and who acts as a private person.

2. Application of general terms and conditions

- 2.1. These terms and conditions apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Party Trust.
- 2.2. Parties can only deviate from these terms and conditions if they have explicitly agreed to do so in writing.
- 2.3. The parties explicitly exclude the applicability of additional and / or deviating general terms and conditions of the customer or of third parties.

3. Prices

- 3.1. All prices on the party-trust.com article pages are in euros, are exclusive of VAT and exclusive of any other costs such as administration costs, levies and travel, shipping or transport costs, unless explicitly stated otherwise .
- 3.2. All prices that Party Trust uses for its products or services on its website or otherwise made known, can Party Trust at any time alter.
- 3.3. Increases in the cost prices of products or parts thereof, which Party Trust could not foresee at the time the offer was made or the agreement was concluded, may give rise to price increases.
- 3.4. The consumer has the right to dissolve an agreement as a result of a price increase as referred to in paragraph 3, unless the increase is the result of a statutory regulation.
- 3.5. The price with regard to a service is determined by Party Trust on the basis of the hours actually spent.
- 3.6. The price is calculated according to Party Trust 's usual hourly rates , valid for the period in which he performs the work, unless a different hourly rate has been agreed.

- 3.7. If the parties have agreed on a total amount for a service by Party Trust , this is always a target price, unless the parties have explicitly agreed in writing on a fixed price, from which it cannot be deviated.
- 3.8. Party Trust is entitled to deviate up to 10% of the target price and the production margin.
- 3.9. If the target price is more than 10% higher, Party Trust must inform the customer in good time why a higher price is justified.
- 3.10. If the target price is more than 10% higher, the customer has the right to cancel the part of the order that exceeds the target price plus 10%.
- 3.11. Party Trust has the right to adjust the prices annually.
- 3.12. Party Trust will communicate price adjustments to the customer prior to its commencement .
- 3.13. The consumer has the right to cancel the agreement with Party Trust if he does not agree with the price increase.

4. Payments and payment term

- 4.1. Payment terms are considered strict payment terms. This means that if the customer has not paid the agreed amount no later than the last day of the payment term, he is in default by operation of law and is in default, without Party Trust having to send the customer a reminder or declare it in default.
- 4.2. Party Trust reserves the right to make a delivery dependent on immediate payment or to demand security for the total amount of the services or products.

5. Consequences not paying on time

- 5.1. If the customer does not pay within the agreed term, Party Trust is entitled to charge interest of 1% per month from the day that the customer is in default, whereby part of a month is counted as a whole month.
- 5.2. When the customer is in default, he is also due extrajudicial collection costs and any compensation to Party Trust.
- 5.3. The collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs.
- 5.4. If the customer does not pay on time, Party Trust may suspend its obligations until the customer has fulfilled his payment obligation.
- 5.5. In the event of liquidation, bankruptcy, seizure or moratorium on the part of the customer, Party Trust 's claims against the customer are immediately due and payable.
- 5.6. If the customer refuses to cooperate in the performance of the agreement by Party Trust, he is still obliged to pay the agreed price to Party Trust .

6. Right of Complaint

- 6.1. As soon as the customer is in default, Party Trust is entitled to invoke the right of complaint with regard to the unpaid products delivered to the customer.
- 6.2. Party Trust invokes the right of complaint by means of a written or electronic communication.
- 6.3. As soon as the customer has been informed of the invoked right of complaint, the customer must immediately return the products to which this right relates to Party Trust, unless the parties make other agreements about this.
- 6.4. The costs for the return or return of the products are for the account of the customer.

7. Right of withdrawal

- 7.1. A consumer can cancel an online purchase during a cooling-off period of 14 days without giving any reason, provided that:
 - 7.1.1. the product has not been used
 - 7.1.2. it is not a product that can spoil quickly, such as food or flowers
 - 7.1.3. it is not a product that has been tailor-made or adapted specifically for the consumer , such as a carpet color on request
 - 7.1.4. it is not a product that cannot be returned for hygiene reasons (underwear, swimwear, etc.)
 - 7.1.5. the seal is still intact if it concerns data carriers with digital content (DVDs, CDs, etc.)
 - 7.1.6. the product is not a trip, transport ticket, catering order or form of leisure activity
 - 7.1.7. the product is not a separate magazine or newspaper
 - 7.1.8. it does not concern an (order for) urgent repair
 - 7.1.9. the consumer has not waived his right of withdrawal
- 7.2. The reflection period of 14 days as referred to in paragraph 1 commences:
 - 7.2.1. on the day after the consumer has received the last product or part of 1 order
 - 7.2.2. as soon as the consumer has received the first product in a subscription
 - 7.2.3. as soon as the consumer has purchased a service for the first time
 - 7.2.4. as soon as the consumer has confirmed that he will purchase digital content via the internet
- 7.3. The consumer can make his appeal to the right of withdrawal known at info@party-trust.com , if desired using the withdrawal form that can be found on the Party Trust website , www.party-trust.com , can be downloaded.

- 7.4. The consumer is obliged to return the product to Party Trust within 14 days after making known his right of withdrawal , failing which his right of withdrawal will lapse.
- 7.5. If the purchase costs and any other costs (such as shipping costs) qualify for reimbursement according to the law, Party Trust will refund these costs to the consumer within 14 days after receipt of the timely appeal to the right of withdrawal, on the condition that the consumer has product has been returned to Party Trust on time.
- 7.6. Return costs are always fully for the account of the customer. The return must be done by a recognized transport company.

8. Right of retention

- 8.1. Party Trust can invoke its right of retention and in that case retain the customer's products until the customer has paid all outstanding accounts with regard to Party Trust , unless the customer has provided sufficient security for those costs.
- 8.2. The right of retention also applies on the basis of previous agreements from which the customer still owes payments to Party Trust.
- 8.3. Party Trust is never liable for any damage that the customer may suffer as a result of using his right of retention.

9. Settlement

- 9.1. Unless the customer is a consumer, the customer waives his right to set off a debt to Party Trust against a claim on Party Trust.

10. Retention of title

- 10.1. Party Trust remains the owner of all delivered products until the customer has fully complied with all his payment obligations towards Party Trust under any agreement concluded with Party Trust , including claims for non-compliance.
- 10.2. Until then, Party Trust can invoke its retention of title and take back the goods.
- 10.3. Before ownership has passed to the customer, the customer may not pledge, sell, dispose of or otherwise encumber the products.
- 10.4. If Party Trust invokes its retention of title, the agreement will be deemed dissolved and Party Trust has the right to claim compensation, lost profit and interest.

11. Delivery & collection

- 11.1. Delivery takes place only while stocks last.
- 11.2. Collection by the consumer takes place at Party Trust, unless the parties have agreed otherwise.

- 11.3. Delivery of products ordered online takes place at the address indicated by the customer.
- 11.4. If the agreed amounts are not paid or not paid on time, Party Trust has the right to suspend its obligations until the agreed part has been paid.
- 11.5. In case of late payment, there is a default of creditors, with the result that the customer cannot object to a late delivery against Party Trust .

12. Delivery time

- 12.1. Delivery takes place according to the law within a maximum period of 30 days, unless the parties have agreed otherwise.
- 12.2. The delivery times stated by Party Trust are indicative and do not entitle the customer to dissolution or compensation if they are exceeded, unless the parties have explicitly agreed otherwise in writing.
- 12.3. The delivery time starts when the customer has fully completed the (electronic) ordering process and has received an (electronic) confirmation from Party Trust.
- 12.4. Exceeding the specified delivery time does not entitle the customer to compensation or the right to terminate the agreement, unless Party Trust can not deliver within 14 days after receiving a written reminder or the parties have agreed otherwise.

13. Actual delivery

- 13.1. The customer must ensure that the actual delivery of the products ordered by him can take place on time.

14. Transportation costs

- 14.1. Transport costs are at the expense of the customer, unless the parties have agreed otherwise.

15. Packaging and shipping

- 15.1. If the packaging of a delivered product is opened or damaged, the customer must, before receiving the product, have a note drawn up by the forwarder or delivery person, failing which Party Trust can not be held liable for any damage.
- 15.2. If the customer takes care of the transport of a product, he must report any visible damage to products or the packaging to Party Trust prior to transport , in the absence of which Party Trust can not be held liable for any damage.

16. Insurance

- 16.1. The customer undertakes to adequately insure the following items and to keep them insured against, among other things, fire, explosion and water damage as well as theft:
 - 16.1.1. delivered goods that are necessary for the execution of the underlying agreement
 - 16.1.2. items of Party Trust that are present at the customer
 - 16.1.3. items that are delivered under retention of title
- 16.2. The customer provides the policy of these insurances for inspection at the first request of Party Trust .

17. Retention

- 17.1. If the customer does not purchase ordered products until later than the agreed delivery date, the risk of any loss of quality is entirely for the customer.
- 17.2. Any additional costs as a result of premature or late purchase of products are entirely at the expense of the customer.

18. Assembly / Installation

- 18.1. Although Party Trust makes every effort to carry out all assembly and / or installation work as well as possible, it does not bear any responsibility for this, except in the case of intent or gross negligence.

19. Guarantee

- 19.1. When the parties have entered into an agreement of a service nature, this only contains best efforts obligations for Party Trust, not obligations to achieve results.
- 19.2. The consumer is legally entitled to a 2-year warranty. The warranty with regard to products only applies to defects caused by faulty manufacture, construction or material.
- 19.3. The warranty does not apply in the event of normal wear and tear and damage resulting from accidents, changes made to the product, negligence or improper use by the customer, as well as when the cause of the defect cannot be clearly determined.
- 19.4. The risk of loss, damage or theft of the products that are the subject of an agreement between the parties passes to the customer at the moment when they are legally and / or actually delivered, or at least come under the control of the customer or a third party who takes delivery of the product on behalf of the customer.

20. Execution of the agreement

- 20.1. Party Trust executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
- 20.2. Party Trust has the right to have the agreed services (partially) performed by third parties.
- 20.3. The implementation of the agreement takes place in mutual consultation and after written agreement and payment of any agreed advance by the customer.
- 20.4. It is the responsibility of the customer that Party Trust can start implementing the agreement on time.
- 20.5. If the customer has not ensured that Party Trust can start implementing the agreement on time, the resulting additional costs and / or extra hours will be borne by the customer.

21. Provision of information by the customer

- 21.1. The customer provides all information, data and documents that are relevant to the proper implementation of the agreement on time and in the desired shape and desirably decision - bar to Party Trust.
- 21.2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if these originate from third parties, insofar as the nature of the agreement does not dictate otherwise.
- 21.3. If and insofar as the customer requests this, Party Trust will return the relevant documents.
- 21.4. If the customer does not, not timely or not properly provide the information, data or documents reasonably required by Party Trust and the execution of the agreement is delayed as a result, the resulting additional costs and extra hours will be borne by the customer.

22. Disclaimer

- 22.1. The customer indemnifies Party Trust against all claims from third parties related to the products and / or services delivered by Party Trust .

23. Complaints

- 23.1. The customer must examine a product or service provided by Party Trust as soon as possible for any shortcomings.
- 23.2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Party Trust of this as soon as possible, but in any case within 1 month after discovery of the shortcomings.
- 23.3. Consumers must inform Party Trust of this within 2 months after discovery of the shortcomings.

- 23.4. The customer thereby gives a detailed description of the deficit - LWAYS TION so Party Trust is able to respond adequately to this.
- 23.5. The customer must demonstrate that the complaint relates to an agreement between the parties.
- 23.6. If a complaint relates to ongoing activities, this cannot in any case lead to Party Trust being obliged to perform other activities than agreed.

24. Notice of default

- 24.1. The customer must notify Party Trust in writing of any notice of default .
- 24.2. It is the responsibility of the customer that a notice of default actually reaches Party Trust (on time).

25. Joint and several liability of the customer

- 25.1. If Party Trust enters into an agreement with multiple customers, each of them is jointly and severally liable for the full amounts owed to Party Trust under that agreement .

26. Liability Party Trust

- 26.1. Party Trust is only liable for any damage that the customer suffers if and insofar as that damage is caused by intent or deliberate recklessness.
- 26.2. If Party Trust is liable for any damage, it is only liable for direct damage resulting from or related to the performance of an agreement.
- 26.3. Party Trust is never liable for indirect damage, such as consequential damage, lost profit, missed savings or damage to third parties.
- 26.4. If Party Trust is liable, this liability is limited to the amount that is paid out by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damage amount, the liability is limited to the (part of the) invoice amount on which the liability relates.
- 26.5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot give rise to compensation and / or (partial) dissolution of the agreement and / or suspension of any obligation.

27. Expiration period

- 27.1. Any right of the customer to compensation from Party Trust expires in any case 12 months after the event from which the liability arises directly or indirectly .

28. Right to cancel

- 28.1.** The customer has the right to dissolve the agreement if Party Trust imputably fails to fulfill its obligations, unless this shortcoming does not justify termination in view of its special nature or minor significance.
- 28.2.** If the fulfillment of the obligations by Party Trust is not permanent or temporarily impossible, dissolution can only take place after Party Trust is in default.
- 28.3.** Party Trust has the right to contract with the customer to terminate if the customer does not fully or timely comply obligations under the agreement, Be it if Party Trust knowledge has taken in circumstances which give him good reason to fear that the customer's requirements will not be able to perform properly.

29. Amendments to the agreement

- 29.1.** If, after the conclusion of the agreement for its implementation, it appears necessary to change or supplement its content, the parties will adjust the agreement accordingly in good time and in mutual consultation.

30. Changes to general terms and conditions

- 30.1.** Party Trust is entitled to amend or supplement these general terms and conditions.
- 30.2.** Changes of minor importance can be made at any time.
- 30.3.** Party Trust will discuss major substantive changes with the customer in advance as much as possible.
- 30.4.** Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

31. Transfer of Rights

- 31.1.** Rights of the customer under an agreement between the parties cannot be transferred to third parties without the prior written consent of Party Trust.

32. Consequences of nullity or voidability

- 32.1.** If one or more provisions of these general terms and conditions turn out to be invalid or voidable, this will not affect the other provisions of these terms and conditions.
- 32.2.** A provision that is void or voidable will in that case be replaced by a provision that comes closest to what Party Trust had in mind when drawing up the conditions on that point.

33. Applicable law and competent court

33.1. Only Belgian law applies to every agreement between the parties .

33.2. The Belgian court in the district where Party Trust is located has exclusive jurisdiction to hear any disputes between the parties, unless the law prescribes otherwise.

34. Privacy

34.1. Our privacy policy is included in our Privacy and Cookie Policy .

“The Terms of Sale can be consulted in Dutch and English. In case of a discrepancy between the different versions, the Dutch version prevails.”

Prepared at 22 /04/2021