

GENERAL CONDITIONS

Andere talen:
Other languages:
Autres langues:

NL

EN

FR

TEAMBUILDINGS

Artikel 1 - Definitions

- 1.1 "Make It Fun", "Escape-Boxes" or "Rent Some Fun" means the company Make It Fun BV, Jonas Douchy, Battelsesteenweg 205K, 2800 Mechelen, Company number 0778.493.195.
- 1.2 "Customer" means any natural or legal person who has entered into an agreement with Make It Fun for the purpose of using Make It Fun's facilities.
- 1.3 "Facilities" means all services and products offered by Make It Fun such as, but not limited to; escape boxes both rental and sale, team building activities and customised projects.
- 1.4 Agreement: The agreement between Make It Fun and the Customer regarding delivery of the Facilities.
- 1.5 Agreement Start Date: The date on which the Agreement starts to run.

Artikel 2 - General

- 2.1 These general terms and conditions apply to every offer, quotation and Agreement between Make It Fun and the Customer to which Make It Fun has declared these general terms and conditions applicable.
- 2.2 Additional conditions are attached to these general terms and conditions concerning the specific products and/or services to be supplied by Make It Fun. The additional conditions are part of the general terms and conditions. In case of deviation and/or contradiction between the contents or tenor of the general conditions and the additional conditions, the additional conditions shall prevail.

Artikel 3 - Offers and quotations

- 3.1 Unless expressly stipulated otherwise, all Make It Fun's offers and information are provided without obligation and on an indicative basis. Any order issued binds Make It Fun only upon receipt of the original signed Agreement or equivalent by e-mail.
- 3.2 Make It Fun reserves the right to refuse, suspend or terminate the Agreement.
- 3.3 If the costs of the products and/or services covered by the Agreement are increased as a result of government measures, or for any other reason, Make It Fun may pass on the price difference subject to prior notice to the Customer.
- 3.4 All rates under this Agreement are exclusive of VAT. Make It Fun reserves the right to annually increase the prices of the various products and/or services, taking into account the consumer price index.

Artikel 4 - Execution of the Agreement

- 4.1 Make It Fun will execute the Agreement to the best of its knowledge and ability and in accordance with the requirements that can be made of a reasonable and competent acting person. Furthermore, with regard to the execution of the Agreement, Make It Fun will exercise the utmost discretion in all respects.
- 4.2 Make It Fun shall not be liable for any damages that the Customer may suffer directly or indirectly due to use of the Facilities unless expressly agreed otherwise.
- 4.3 The Facilities are always provided to the extent permitted by law. Make It Fun reserves the right to no longer provide the Facilities in certain cases (e.g. after repeated improper use by the Customer, ...).

Artikel 5 - Modification of the Agreement

- 5.1 Make It Fun is entitled from time to time to change the way it provides the Facilities (and Customer can receive or access the Products and/or Services) and/or to suspend, modify or terminate functionalities or components of Products and/or Services. Only in the event that such change has an immediate substantial and negative effect on Customer's experience, at Make It Fun's sole discretion, Make It Fun will inform Customer in writing by registered letter 3 months before such substantial change is implemented. If Customer does not agree with the announced change, each of the Parties shall be entitled, within a period of 30 days after Make It Fun has informed the Customer in the aforementioned manner, to terminate the Agreement for this relevant part in writing with effect from the day the change is implemented. Continued use of the Facilities will count as the Customer's consent to the change.

Artikel 6 - Duration of the Agreement

- 6.1 The duration of the Agreement is stated on the Agreement, effective from "Agreement Start Date", unless otherwise stated in writing. No tacit renewal is possible given the nature of the Facilities provided by Make It Fun, unless expressly agreed otherwise between the Parties.

Artikel 7 - Payment and contractual interest

- 7.1 Invoices must be paid within 30 days. Any amount not paid on the due date will become immediately payable by operation of law and will be increased without prior notice by a legal interest of 12% per annum and damages of 15% with a minimum of EUR 62.
- 7.2 Use of the services of Make It Fun implies immediate acceptance of the invoices. The Customer must dispute all invoices within a period of 30 days from receipt.

Artikel 8 - Intellectual property - Confidentiality - Secrecy

- 8.1 On all products and/or services (including customised projects) Make It Fun reserves the rights and powers under intellectual property rights, as well as copyright, unless expressly agreed otherwise.
- 8.2 Parties are obliged to maintain the confidentiality of all confidential Information obtained, in the context of the Agreement, from each other or from other sources. All Information is deemed to be confidential, unless expressly stated otherwise in writing.
- 8.3 If Make It Fun, on the basis of a statutory provision or a judicial decision, is obliged to disclose confidential Information to, by law or the competent court, designated third parties, Make It Fun shall not be liable to the Customer for damages or compensation for breach of the obligation of confidentiality and the Customer shall not be entitled to terminate the Agreement on the basis of any damage caused thereby.

- 8.4 All Information, by any means of communication provided voluntarily or on request by Make It Fun and its associated and cooperating companies, are for the internal use of the Customer only.
- 8.5 Neither the products and/or services purchased from Make It Fun nor any part or whole of the concluded Agreement may be resold or passed on without the express consent of Make It Fun. In the event of deviation from this, Make It Fun reserves the right to immediately collect all goods and to dissolve the Agreement resulting in compensation. Under no circumstances can the Customer claim partial or full performance of the Agreement, nor any (damages) amount.
- 8.6 The borrowed or rented goods remain the property of Make It Fun at all times. If third parties seize the goods delivered under retention of title or wish to exercise or assert rights over them, the Customer is obliged to inform Make It Fun immediately.

Artikel 9 - Complaints

- 9.1 Make It Fun guarantees the proper functioning of the Facilities. In case any problems occur, the Customer shall notify Make It Fun within 8 working days at the latest. Make It Fun will make every effort to remedy these problems - if it is unambiguously established that they result from the actions of Make It Fun. The Customer expressly waives the passing on of costs to Make It Fun if these costs are caused by abnormal use, a negligence, the non-respect of the use and maintenance instructions, damage caused by third parties or if they are not the result of Make It Fun's actions.
- 9.2 Any complaints should be made in writing to Make It Fun within 8 days after the Facilities have been put into use. The transmission of a complaint in no way relieves the Customer of his/her payment obligation.

Artikel 10 - Liability

- 10.1 Make It Fun provides an obligation of effort and by no means an obligation of result unless expressly agreed otherwise.
- 10.2 The Customer indemnifies Make It Fun for any claims, damages etc. from third parties regarding the use of the Facilities.
- 10.3 The materials used at the Facilities are always considered to leave the premises of Make It Fun in good condition and must be returned in the same, perfectly mechanical and clean condition. Where the Agreement requires it, the Customer is obliged to return the materials used at the Facilities in the same condition as when received, i.e. properly maintained, failing which the hirer will be responsible for any damage or maintenance. Rates are set out in Part 3 of these terms and conditions applicable to rentals.

Artikel 11 - Force majeure

- 11.1 If the (timely) delivery of the Facilities is prevented by force majeure (such as strike, fire, etc.), Make It Fun has the right to adjust the Agreement to the circumstances. The Customer expressly waives any damages.
- 11.2 If the delivery of the Facilities is prevented or extremely encumbered due to force majeure or unforeseen circumstances in accordance with the application of the imprevention doctrine, Make It Fun has the right to adjust the Agreement to the circumstances, or to terminate the Agreement. The Customer expressly waives any compensation for himself.

Artikel 12 - Nullity

- 12.1 The nullity of one or more provisions does not imply the nullity of the Agreement.

Artikel 13 - Applicable law and competent court

- 13.1 All disputes regarding the concluded Agreement are governed by Belgian law and only the courts of Antwerp are competent to take cognisance thereof.

Artikel 14 - Amendments to conditions

- 14.1 Amendments and supplements to these general terms and conditions are binding on the Customer from one month after notification of the amendment or supplement to the Customer, unless stated otherwise in writing.

Artikel 15 - Finalisation of the team event and payment

- 15.1 The booking of the teambuilding activity is final after the order has been confirmed by e-mail or letter. This confirmation implies the Customer's agreement to the offer and the applicable general terms and conditions.
- 15.2 The final invoice will be calculated on the basis of the number of persons for whom the activity was booked, fixed at least 14 days before the event or, in the case of more persons than pre-booked, the number of persons present on the day of the team event. The number of participants will be notified in writing to Make It Fun by the client no later than 14 days before the team event.
- 15.3 In case of a higher number of participants than notified in advance, Make It Fun may add additional game sessions or teams to the offer at the applicable price if availability allows. If no additional game sessions or additional teams can be provided on the day of the event, groups can also be enlarged to be larger than the suggested limit (depending on the activity). Each additional player will be charged an additional fee, the amount of which depends on the activity.
- 15.4 Make It Fun is not responsible for a lower turnout (than expected) for the team building event. If late changes are made to the number of players, the following pricing conditions apply:
 - Reduction of the number of players not affecting the number of teams (depending on the activity) does not entail any price changes.
 - Reduction of the number of players affecting the number of teams >14 days before the day of the team building event, the cost will be revised based on the applicable rates.
 - Reduction in the number of players affecting the number of teams <14 days before the event does not affect the cost price.
 - Reduction of the number of players affecting the number of teams on the day of the team building event does not affect the cost price. The full invoice amount remains due.

Artikel 16 - Cancellation of team event

- 16.1 A confirmation via email is binding and serves as a reservation for your team building. With this confirmation, you commit to the purchase. Cancellation incurs costs, even if these have not yet been invoiced.
- 16.2 Only cancellations via email will be considered.
- 16.3 The event can be cancelled up to 48 hours before the start of the activity, giving you the choice between two options:
- Cancel with gift voucher: The quoted price is invoiced and you will receive a gift voucher for the same amount, allowing you to reschedule at a later date with ease. The gift voucher is valid for 2 years from the date of issuance.
 - Cancel without gift voucher: In this case, the standard cancellation conditions apply.
- 16.4 If you choose to cancel the event without opting for "cancel with gift voucher", the following cancellation fees will be applied, depending on the cancellation date:
- More than 30 days before the event: 20% of the total amount, excluding VAT;
 - Less than 30 days before the event: 40% of the total amount, excluding VAT;
 - Less than 15 days before the event: 60% of the total amount, excluding VAT;
 - Less than 7 days before the event: 80% of the total amount, excluding VAT;
 - Less than 48 hours before the event: 100% of the total amount, excluding VAT.
- 16.5 Cancellations are always handled per event date.

Artikel 17 - Safety

- 17.1 Participating in Make It Fun's team events is done at your own risk. Make It Fun applies strict rules with a view to ensuring the safety of everyone. Each Client agrees to the applicable safety regulations. The consequences of failure to request or comply with any safety regulations are at one's own expense and risk.
- 17.2 Each person is obliged to follow the instructions of Make It Fun at all times.

ADDITIONAL TERMS AND CONDITIONS FOR CUSTOM ACTIVITIES

Artikel 18 - Binding character

- 18.1 The parties shall draw up a signed Agreement stating a detailed description of the project with estimated cost and any expected additional costs. From the signing of this customisation Agreement the customer is subject to a purchase obligation.

Artikel 19 - Advance arrangement and instalment payments

- 19.1 The Customer must pay the advance payments as agreed in articles 23.2 and 23.3 before Make It Fun has any obligation to deliver the phases described in the same articles. Depending on the project, different advance payments may be determined in consultation with the Customer.

- 19.2 Advances to be paid before the start of the preliminary design (start of the project):
- Total amount VAT excl. <10 000 euro: advance payment of 20% (of the amount VAT excl.)
 - Total amount VAT excl. >10 000 euro advance payment of 15% (of the amount VAT excl.)
 - Advance payment to be paid before start of design (actual development of the game):
 - Total amount VAT excl. <10 000 euro: advance payment of 30% (of the amount VAT excl.)
 - Total amount VAT excl. >10 000 euro advance payment of 35% (of the amount VAT excl.)
- 19.3 Instalment to be paid after test of developed game/project (if applicable): 45% (of the amount VAT excl.)
- 19.4 Tranche to be paid after completion of the project: other outstanding sum.

Artikel 20 - Cancellation of project

- 20.1 If the Customer cancels an ongoing custom-made project, all costs already incurred by Make It Fun (material costs and labour costs) will be charged in full to the Customer plus a lump-sum compensation of 25% of the total invoice amount (VAT excl.).

Artikel 21 - After-care for customised projects

- 21.1 Escape-Boxes provides aftercare in the sense of follow-up during the first 6 months. During the first calendar year after purchase of the customised project, the Customer may ask Escape-Boxes to visit the purchased property free of charge. Depending on what repairs are needed, this will be done at the Customer's expense or covered by the guarantee scheme of Article 25.2.
- 21.2 If the Customer needs spare parts, these can be purchased at the current prices. The Customer will be informed of the cost price before purchasing the spare parts.
- 21.3 The Customer will be obliged to bear the shipping costs, even in cases where the spare parts are provided by Make It Fun with a warranty arrangement due to normal use damage or construction defects.
- 21.4 Excluded from the warranty arrangement under Article 25 are always the project-specific non-standard parts or parts personalised to the customer's needs (printed panels, printed documentation,...).
- 21.5 The Customer can opt to replace the consumables present in the customisation project himself or have them ordered at cost price through Make It Fun.

Artikel 22 - Changes and adaptations to the game

- 22.1 Unless specifically included in the quotation, changes and adjustments to the initial design are not within the quotation. The cost price for adjustments is calculated on the basis of material costs and working hours: €65 per hour (VAT excl.).