

General Terms and Conditions GOLD

Email: contact@gold-dance.com

Website: www.gold-dance.com

Definitions

1. GOLD: The Non-Profit Organisation "Global Organisation of Line Dance", established in Hoogvliet under Chamber of Commerce no. 87570319.
2. Client: the person with whom GOLD has entered into an agreement.
3. Parties: GOLD and the client together.
4. Consumer: a client who is also an individual acting as a private person.

Applicability of general conditions

1. These conditions apply to all quotations, offers, work, orders, agreements and deliveries of services or products by or on behalf of GOLD.
2. The parties may deviate from these terms and conditions only if they have expressly agreed to do so in writing.
3. The parties expressly exclude the applicability of additional and/or deviating general conditions of the client or third parties.

Prices

1. All prices used by GOLD are in euros, are inclusive of VAT and exclusive of any other costs such as administration costs, fees and travel, shipping or transport costs, unless explicitly stated otherwise or agreed otherwise.
2. All prices GOLD uses for its services, on its website or otherwise made known, GOLD may change at any time.
3. The parties agree on a total amount for a service by GOLD as a fixed price.
4. GOLD has the right to adjust the prices annually.
5. Prior to their effective date, GOLD will communicate price adjustments to the client.
6. The consumer has the right to terminate the agreement with GOLD if he does not agree with the price increase.

Payments and payment terms

1. GOLD may require full payment of the agreed amount upon entering into the agreement.
2. The client must have made payments within 30 days of delivery.
3. Payment deadlines shall be considered fatal payment deadlines. This means that if the client has not paid the agreed amount at the latest on the last day of the payment period, he is legally in default and in violation of the contract, without GOLD having to send the client a reminder or give notice of default.
4. GOLD reserves the right to make a delivery conditional on immediate payment or require a security for the total amount of the services or products.

Consequences of late payment

1. If the client fails to pay on time, GOLD may suspend its obligations until the client has fulfilled his payment obligation.
2. If the client refuses to cooperate in the implementation of the agreement by GOLD, he is still obliged to pay the agreed price to GOLD.

Right of withdrawal

1. A consumer may dissolve an online purchase during a 14-day cooling-off period without giving a reason provided that: the service does not involve accommodation, travel, restaurant business, transportation, catering order or form of leisure activity it does not involve (order for) emergency repair it does not involve betting and/or lotteries the consumer has not waived his right of withdrawal it does not involve a service that is carried out with the consent of the client in full within the 14-calendar-day cooling-off period and where the client has expressly requested the waiver of the right of withdrawal.

2. The withdrawal period of 14 days as mentioned in paragraph 1 begins:
 - as soon as the consumer has concluded the service provision contract
 - as soon as the consumer has confirmed that he will purchase digital content via the Internet.
3. The consumer can make his appeal to the right of withdrawal known via contact@gold-dance.com

Execution of the contract

1. GOLD shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. GOLD has the right to have the agreed services (partially) performed by third parties.

Provision of information by the client

1. The client shall make all information, data and documents relevant to the correct implementation of the agreement available to GOLD in a timely manner and in the desired form and manner.
2. The client guarantees the accuracy, completeness and reliability of the information, data and documents made available, even if they originate from third parties, insofar as the nature of the agreement does not dictate otherwise.
3. If and to the extent requested by the client, GOLD will return the relevant documents.
4. If the client fails to make available the information, data or documents reasonably required by GOLD, or fails to do so properly on time, and the performance of the agreement is delayed as a result, the resulting extra costs and extra hours shall be paid by the client.

Duration of the agreement regarding a service

1. The agreement between GOLD and the client concerning a service or services is entered into until the end of the calendar year unless something else follows from the nature of the agreement or the parties have expressly agreed otherwise in writing.
2. After the expiration of the period referred to in paragraph 1 of this article, the agreement is tacitly renewed, unless 1 of the parties terminates the agreement with due observance of a notice period of 1 month as a result of which the agreement ends by operation of law.

Secrecy

1. The client shall keep confidential any information (in any form) received from GOLD.
2. The same applies to any other information concerning GOLD which the client knows or can reasonably suspect to be secret or confidential, or which he can expect that its spreading may harm GOLD.
3. The client shall take all necessary measures to ensure that he also keeps the information mentioned in paragraphs 1 and 2 confidential.
4. The duty of confidentiality described in this article does not apply to information: which was already public before the client learned of it or which subsequently became public without being the result of a breach of the client's duty of confidentiality disclosed by the client pursuant to a legal obligation
5. The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of 3 years after its expiration.

Penalty clause

1. If the other party violates the article of these general conditions on confidentiality or intellectual property, GOLD is entitled to terminate the agreement immediately.

Complaints

1. The client should examine a product or service provided by GOLD for any defects as soon as possible.
2. If a product delivered or service provided does not meet what the client could reasonably expect from the agreement, the client must notify GOLD as soon as possible, but in any case within 1 month of discovering the deficiencies.
3. In doing so, the client shall provide a description of the deficiency as detailed as possible, so that GOLD is able to respond adequately.

Notice of default

1. The client must give notice of default in writing to GOLD.
2. It is the responsibility of the client that a notice of default actually reaches GOLD (in a timely manner).

Joint and several liability of the client

If GOLD enters into an agreement with several clients, each of them shall be jointly and severally liable for the full amounts they owe GOLD under that agreement.

GOLD liability

1. GOLD shall be liable for any damage suffered by the client only if and to the extent that such damage is caused by intentional or deliberate recklessness.
2. If GOLD is liable for any damages, it shall only be liable for direct damages arising out of or in connection with the performance of an agreement.
3. GOLD is never liable for indirect damages, such as consequential damages, lost profits, lost savings or damages to third parties.
4. All images, photos, colours, drawings, descriptions on the website or in a catalogue are only indicative and are only approximate and cannot give rise to damages and / or (partial) dissolution of the agreement and / or suspension of any obligation.

Due date

Any right of the client to compensation from GOLD shall in any case expire 12 months after the event from which the liability arises directly or indirectly.

Right of dissolution

1. The client is entitled to dissolve the agreement if GOLD imputably fails to fulfil its obligations, unless such failure, given its special nature or minor importance, does not justify the dissolution.
2. If the fulfilment of the obligations by GOLD is not permanently or temporarily impossible, then dissolution can only take place after GOLD is in default.
3. GOLD has the right to dissolve the agreement with the client if the client fails to fulfil his obligations under the agreement in full or in a timely manner, or if GOLD has knowledge of circumstances that give him good reason to fear that the client will not be able to properly fulfil his obligations.

Force Majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure of GOLD in the fulfilment of any obligation towards the client cannot be attributed to GOLD in a situation independent of the will of GOLD, which prevents the fulfilment of its obligations towards the client in whole or in part, or as a result of which the fulfilment of its obligations cannot reasonably be required of GOLD.
2. The force majeure situation referred to in paragraph 1 also includes - but is not limited to - the following: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, delivery companies or other third parties; unexpected power, electricity, Internet, computer and telecom failures; computer viruses, strikes, government measures, unforeseen transportation problems, adverse weather conditions and work stoppages.
3. If a force majeure situation occurs that prevents GOLD from fulfilling 1 or more obligations to the client, those obligations will be suspended until GOLD is able to fulfil them again.
4. From the moment a force majeure situation has lasted for at least 30 calendar days, either party may dissolve all or part of the agreement in writing.
5. In a force majeure situation, GOLD shall not owe any compensation or damages, even if it benefits from any advantage as a result of the force majeure situation.

Modification of the agreement

If after the conclusion of the agreement for its implementation it appears necessary to modify or supplement its contents, the parties shall promptly and by mutual agreement adapt the agreement accordingly.

Amendment of general terms and conditions

1. GOLD is entitled to amend or supplement these general conditions.
2. Amendments of minor importance may be made at any time.
3. Major substantive changes by GOLD will be discussed with the client in advance as much as possible.
4. Consumers are entitled to terminate the contract in the event of a substantial change in the general conditions.

Transfer of rights

Rights of the client under an agreement between the parties cannot be transferred to third parties without the prior written consent of GOLD.

Consequences of nullity or voidability

1. If one or more provisions of these general conditions prove to be void or voidable, this does not affect the other provisions of these conditions.
2. A provision that is void or voidable shall in that case be replaced by a provision that comes closest to what GOLD had in mind when drafting the conditions on that point.

Applicable law and competent court

1. Any agreement between the parties is exclusively governed by Dutch law.
2. The Dutch judge in the district where GOLD is established / practices / has offices is exclusively competent to take knowledge of any disputes between the parties, unless the law imperatively prescribes otherwise.

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