



Loyals

COMMUNICATION BY CO.CREATION

Terms and Conditions

Loyals Offline & Events BV

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Terms and Conditions

Loyals Offline & Events BV

1. General provisions

- 1.1 These conditions apply to all agreements entered into by Loyals Offline & Events BV, Chamber of Commerce number 58025707, established at Mijdrecht at Industrieweg 15, telephone 0297 - 38 52 52, and all its underlying trade names, all referred to below as Loyals Offline & Events BV.
- 1.2 Special provisions deviating from the terms and conditions of Loyals Offline & Events BV are only binding if they have been agreed in writing.
- 1.3 In the conditions, goods means all goods and services that are necessary with regard to work carried out by Loyals Offline & Events BV.

2. Offers

- 2.1 All offers and/or quotations are valid for 14 days, unless explicitly stated otherwise and are based on the data, drawings, texts, etc. supplied with any applications. All drawings and data supplied with the offer, such as measurements, weights, capabilities and quantities, are as accurate as possible. These statements are only binding if expressly confirmed, details need not be provided.

3. Agreements

- 3.1 Agreements or contracts with subordinate members of the staff of Loyals Offline & Events BV do not bind the latter, insofar as they have not been confirmed by Loyals Offline & Events BV. As subordinate personnel, all employees and employees without a power of attorney can be considered in this connection.

4. Contracts

- 4.1 The contract is concluded when a written acceptance (including email) or verbal acceptance of the offer takes place.
- 4.2 The contract to execute works becomes binding for Loyals Offline & Events BV by its confirmation. Any contract entered into with Loyals Offline & Events BV contains the resolutive condition that the client will prove to be of sufficient creditworthiness, exclusively for the assessment of Loyals Offline & Events BV. The Client will allow Loyals Offline & Events BV to request information regarding the creditworthiness of the client if necessary.
- 4.3 Any additional (verbal) agreements are also recorded and regarded by Loyals Offline & Events BV as part of the contract. Unless the client can provide written proof, in case of disagreement on any part of the contract, the records held by Loyals Offline & Events BV shall be decisive.
- 4.4 The client is obliged to use the goods covered by the contract only for the agreed purpose, if the client uses the goods for a different purpose, Loyals Offline & Events BV is entitled to post-clearance recovery at the applicable rates of Loyals Offline & Events BV.
- 4.5 Details concerning the offer, such as properties, sizes, colour, weight, fold, crease, etc., are not binding for Loyals Offline & Events BV and are given in good faith.

- 4.6 If no agreement between the client and Loyals Offline & Events BV is realized for the execution of the work, the client is obliged to return the design and all other means made available by Loyals Offline & Events BV within 30 days. If the resources provided are not returned within 30 days or the designs are used, the client forfeits an immediately due and payable penalty for the benefit of Loyals Offline & Events BV of € 1,000.00 per day while the client is in default.

5. Outsourcing work to third parties

- 5.1 Client authorizes Loyals Offline & Events BV to have the assignment carried out by a third party when requested by Loyals Offline & Events BV.

6. Prices

- 6.1 Our prices are exclusive of turnover tax and unless expressly agreed otherwise in writing, exclusive of transport costs and other (unforeseen) costs.
- 6.2 The prices stated in quotations, contracts and order confirmations are based on the cost factors applicable at the time of conclusion of the contract, such as exchange rates, producer prices, raw material and material prices, wage and transport costs, insurance premiums, taxes, import duties and other government levies.
- 6.3 Loyals Offline & Events BV reserves the right, if after the date on which the contract concluded increases in one or more of the cost factors occur, to charge these increases to the buyer. Loyals Offline & Events BV also has the right to declare the contract dissolved entirely or in part in such a case without the need for legal intervention.

7. Design & Layout

- 7.1 Loyals Offline & Events BV can rely on the correctness, or the completeness of the data as provided by the client for the assignment/briefing. The client will be liable for any damaging consequences as a result of inaccuracies and/or incompleteness.
- 7.2 If changes are made verbally or by telephone, the client will bear the risk for the implementation of the changes.
- 7.3 Before proceeding with production, the client must have approved the last proof sheet or the last prototype in writing (this includes email).
- 7.4 Loyals Offline & Events BV is not liable for the costs, damage and interest that may arise as a direct or indirect consequence of errors and/or defects of a design that the client has not detected when approving the design in question.

8. Modification of the assignment

- 8.1 Changes to the original contract, of whatever nature (including in the text, make-up format, in the processing or placement of clichés or photolithos, colour, edition, etc.), that have been made in writing or verbally by or on behalf of the client, which incur higher costs than those known at the time the offer was drawn up, will be charged to the client.

9. Quantity

- 9.1 Loyals Offline & Events BV has the right to deliver 10% more or less printed matter than agreed upon, in case of delivery of printed matter, on the understanding that the client is obliged to receive and/or pay 10% more or less, unless otherwise agreed.

9.2 Loyals Offline & Events BV has the right to fulfil the agreement in partial deliveries.

10. Production means

10.1 Make-up galleys and work methods that have been used to arrive at the final goods, unless these have been provided by the client, remain the property of Loyals Offline & Events BV. Loyals Offline & Events BV is not obliged to retain these.

11. Finishing printed matter

11.1 Minor deviations in colour printing, in quality, colour, fold, thickness, etc. are no grounds for rejection. When assessing whether a delivery deviates outside the permissible limits, an average must be taken from the delivery.

11.2 For paper, the limits stated in the agreement are permissible in the gram weight per square meter upwards and downwards.

12. Delivery or completion times

12.1 Specified delivery/completion periods never apply as deadlines. Mentioned terms apply as an indication, counting from the day that the agreement of the order has been received by Loyals Offline & Events BV and the correct print files or input has been received and approved. Loyals Offline & Events BV will do its utmost to comply with the agreed upon delivery terms as much as possible. The mere exceeding of a specified or agreed upon delivery term does not put Loyals Offline & Events BV in default.

12.2 During assembly on location, Loyals Offline & Events BV is authorized to adjust the date of execution if the schedule is adjusted due to weather conditions.

12.3 If changes are indicated by the client in the final proof-sheet, Loyals Offline & Events BV can not be held responsible for not fulfilling the agreed delivery time.

13. Media contracts

13.1 All media contracts will be concluded in writing by Loyals Offline & Events BV after Loyals Offline & Events BV has been commissioned by the client. The Client is obliged to purchase the agreed contracted quantity at the current price through Loyals Offline & Events BV.

13.2 If fewer advertisements or millimetres are taken than the quantity of the (annual) contract, the additional costs will be charged to the client.

14. Performance Event

14.1 Loyals Offline & Events BV guarantees the overall coordination of the contracted event, including the materials and services to be supplied by third parties.

14.2 At an event on location, the Contractor ensures that the space is prepared according to the specifications in the agreement. In the event of any failure on the part of the Contractor, the Client is responsible for the additional costs arising from this.

14.3 When hiring artists, the client remains responsible for any payment of payroll tax/premium. The agreed fee is paid by Loyals Offline & Events BV and settled by invoice. A VAT rate of 6% applies to the fee of performers.

14.4 Payments to BUMA/STEMRA are also at the expense and responsibility of the client.

15. Liability in case of damage or theft during an event

- 15.1 The client is fully liable for damage to or theft of equipment or parts of the interior/furnishing during the execution or the construction/dismantling of an event. The client is responsible for the conclusion and payment of any event insurance.
- 15.2 Loyals Offline & Events BV will be immediately notified of occurrences referred to under 15.1.
- 15.3 Loyals Offline & Events BV reserves the right to have repairs carried out or purchase new equipment from companies of their choice.
- 15.4 If replacement is necessary, the client will reimburse the market value of the equipment or parts to be replaced.

16. Reservation & permit location

- 16.1 Reservations for events to be organized must be made at least three weeks before the scheduled date. For large(r) events, a reservation is recommended six to eight weeks before the start. Loyals Offline & Events BV can not guarantee that all desired components of an event can be offered if there is insufficient preparation time.
- 16.2 Loyals Offline & Events BV will indicate prior to the event whether a license needs to be applied for. The client is responsible for ensuring the required permits, unless expressly agreed otherwise.
- 16.3 Additional costs as a result of non-compliance with government orders or legal requirements (e.g. the lack of a required license) are at the expense of the client, unless they can demonstrate that Loyals Offline & Events BV was negligent during the organising of the event.

17. Transport

- 17.1 The shipment will take place in the manner indicated by Loyals Offline & Events BV. If the client wishes for alternative shipping, such as express delivery, the additional costs will be charged to the client.

18. Additional work

- 18.1 The work only includes that which has been agreed between the parties. Additional work is that which is necessary to complete the assignment given by the client, but has not been agreed in the agreement, such as additional images, mounting material, more hours or, for example, converting or duplicating files other than printing-ready Cpdf files.
- 18.2 Costs incurred by Loyals Offline & Events BV which are caused by no fault of their own can be charged to the client.

19. Payment

- 19.1 Invoicing will always take place before the start of the printing process or event. Delays due to late payment can not be charged to Loyals Offline & Events BV.
- 19.2 Loyals Offline & Events BV is entitled to charge 50% of the costs in advance at the start of a project.

19.3 A deposit is always required for events. The minimum deposit is 50% of the total invoice amount. The first down payment takes place at the conclusion of the contract.

19.4 All payments must be received within 14 days of the invoice date, unless otherwise agreed in writing.

19.5 If the client fails to pay within the 30-day period, the client is legally in default. The Client will owe interest of 1% per month or part thereof, unless the statutory interest or the statutory commercial interest is higher, in which case the highest interest rate applies. The interest on the due and payable amount will be calculated from the moment the client is in default until the moment of payment of the full amount.

19.6 Loyals Offline & Events BV is entitled to claim all costs, both judicial and extrajudicial, incurred by non-payment by the client, including the costs of lawyer, attorney, agent, bailiff and collection agency.

20. Cancellation

20.1 If the client cancels the order and/or refuses to accept the goods, they are obliged to pay the materials and raw materials already purchased and processed by Loyals Offline & Events BV, whether or not prepared or processed, at cost price, including wages and social security charges, and will be liable for full compensation of the already performed tasks to Loyals Offline & Events BV. The Client is furthermore obliged to indemnify Loyals Offline & Events BV against claims from third parties as a result of the cancellation of the order and/or refusal of the goods.

20.2 In the event of cancellation of an event, Loyals Offline & Events BV will consider the cancellation terms and conditions of any suppliers and charge administration costs. Event (cancellation) insurance will be at the expense and will remain the responsibility of the client.

21. Complaints

21.1 Client is obliged to thoroughly inspect the work and/or goods for defects immediately after the delivery/completion of the work and/or the goods, and to immediately notify Loyals Offline & Events BV of presence thereof in writing.

21.2 If the client does not indicate defects within 8 days, or in the case of a short assignment such as advertisements, etc. within 24 hours, after the day of delivery or completion Loyals Offline & Events BV, which could be noticed in the event of thorough investigation, the client is deemed to have approved the state in which the purchased item was delivered, and any right to complain will expire.

21.3 Loyals Offline & Events BV must be enabled to check submitted complaints.

21.4 If, in the opinion of Loyals Offline & Events BV, the complaint is correct, Loyals Offline & Events BV will either pay fair compensation up to the invoice value of the delivered goods or replace the delivered goods free of charge after returning it in its original condition.

Article 22 – Retention of title

22.1 As long as Loyals Offline & Events BV has not received full payment in respect of an agreement of the parties with regard to the execution of work or the purchase/sale (including any damage, costs and interest included), the goods delivered remain the property of Loyals Offline & Events BV.

22.2 Loyals Offline & Events BV has the right to reclaim these goods and to take them back, if the negligent client files for bankruptcy or is declared bankrupt, applies for or obtains a suspension of payment, the debt repayment arrangement pursuant to the Debt Rehabilitation Act Natural Persons will be declared applicable or repossession of all or part of their assets is made.

22.3 All acts of disposition by the client regarding the sold and delivered goods are prohibited, as long as they have not fulfilled their payment obligations.

Article 23 - Intellectual property rights

- 23.1 Loyals Offline & Events BV reserves all intellectual property rights to all designs, images, drawings, models, texts, text proposals, project documents, etc. provided by Loyals Offline & Events BV. Reproduction, disclosure, copying and transfer to third parties are only permitted with the express written permission of Loyals Offline & Events BV.
- 23.2 The client only pays a fee for the services provided and not for the property rights or for the rights to further multiplication. The copyright can be delivered to the client or to a third party for a fee if this has been agreed in writing. In this case, the rights only pass to the client or third party when the agreed fee has been paid.

Article 24 - Attribution

24.1 Loyals Offline & Events BV are, unless this is excluded in writing, entitled to sign their designs, or to mention their name in the colophon or on a title role or otherwise, provided this is done in a customary way.

Article 25 - Promotional use

25.1 Loyals Offline & Events BV will be entitled to use their design for their own promotion and/or publicity, without prejudice to the agreement about the rights. For this purpose, they will only need the permission of the client if the client has not yet made use of the design or if the client explicitly states before the start of the agreement that this is not permitted.

Article 26 - Liability

- 26.1 Loyals Offline & Events BV are not liable for the costs, damages and interests that arise as a direct or indirect result of: - Force majeure, as further described in these conditions in article 27 - Deeds or negligence of the client, the client's subordinates, or other persons who have been employed by or on behalf of the client. - Errors and/or defects in a design that the client has not detected when approving the design in question. (See article 7.4) - Failure to meet the indicative delivery time. (See article 12)
- 26.2 Loyals Offline & Events BV accept no responsibility for a design, drawings, texts, images, films, etc. developed by or on behalf of the client by third parties, nor for any specification of materials that may be provided with this design.
- 26.3 Loyals Offline & Events BV will in principle not be obliged to compensate a client's business and/or consequential loss for this, depending on the nature of the debt.
- 26.4 The client indemnifies Loyals Offline & Events BV against all claims from third parties for whatever reason, arising from the activities assigned by the other party.

Article 27 - Force Majeure

- 27.1 Extraordinary circumstances, such as storm damage and more natural disasters, obstruction by third parties, hindrance in transport in general, total or partial strikes, riot, war or danger of war both here and in the country of origin of the goods, exclusions, loss or damage to goods during transport to Loyals Offline & Events BV or the client, non-delivery or late delivery of goods by suppliers of Loyals Offline & Events BV, ex- and import bans, total or partial mobilization, restrictive measures of any government, fire, failures and accidents within the company or to the means of transport of Loyals Offline & Events BV, or to the means of transport of third parties, the imposition of levies or other government measures, which entail a change in the actual circumstances, provide for Loyals Offline & Events BV force majeure, releasing it from its obligation to deliver or deliver execution of work, without the client being able to assert any right to any compensation or under any denomination.
- 27.2 Loyals Offline & Events BV is entitled in this or similar cases, entirely in its own discretion, to cancel or to postpone the purchase agreement and/or contract to execute work, or to change it, until the extraordinary circumstances have ceased to exist, whereby the client is obliged to pay any delivered execution of the work.

Article 28 - Default and dissolution

- 28.1 If the client fails in the fulfilment of their obligation(s), they will be in default by the mere shortcoming, without any notice of default being required. Without prejudice to the provisions of the Dutch Civil Code, Loyals Offline & Events BV will in that case have the right to suspend its obligations under the concluded contract, to dissolve the contract entirely or in part, or to demand fulfilment with or without compensation. Loyals Offline & Events BV will take reasonable measures, this in relation to the nature and scope of the shortcoming.
- 28.2 In addition, the parties have the right to terminate the contract with immediate effect if: - The other party fails to comply with one or more obligations arising from the contract and after a reasonable period has been granted to him to comply after all; - The other party files for bankruptcy or is declared bankrupt, applies for or obtains a moratorium on payments, the debt repayment scheme pursuant to the Natural Persons Debt Repayment Act is declared applicable if all or part of its property or assets are repossessed ; - The other party dies, is placed under guardianship or is dissolved; - The other party ceases to trade or transfers its business or intends to leave the Netherlands.
- 28.3 When relying on paragraph 2 of this article, Loyals Offline & Events BV is entitled to any amount owed by the client on the basis of services already provided by Loyals Offline & Events BV, to demand without any warning or notice of default being required in its entirety, all without prejudice to the right of Loyals Offline & Events BV to compensation of costs, damage and interest.

Article 29 - Applicable law

Dutch law applies exclusively to all agreements and/or actions performed by Loyals Offline & Events BV; these agreements and/or actions are deemed to have been concluded and/or performed in the Netherlands.

Article 30 - Disputes

In all disputes ensuing from the agreements concluded between the parties, including the mere collection of the debt due, the court is entitled to take cognizance thereof, unless the District Court is authorised, in which case the legal rules concerning the relative jurisdiction apply.

Article 31 – Privacy & Confidentiality

- 31.1 The parties are obliged to keep confidential all private information that they have received from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this is apparent by the nature of the information.
- 31.2 Loyals Offline & Events BV respects the privacy of the client and ensures that all your personal data or your customers are treated confidentially and are only provided to third parties if they need the data to execute the order or contract of the client.

If you have questions about the general terms and conditions of Loyals Offline & Events BV, please contact us via hello@loyals.nl or by telephone 0297 - 38 52 52. Upon acceptance of the agreement you automatically agree to these terms and conditions.