

Terms and Conditions

These general terms and conditions of Asturia vzw have been established in consultation with the stakeholders of past projects and the members of the Executive Board.

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Article 1 - Definitions

The following definitions apply in these terms and conditions:

Additional agreement: an agreement whereby the partner acquires products, digital content and / or services in connection with a remote agreement and these goods, digital content and / or services are provided by the organization or by a third party on the basis of an agreement between that third party and the organization;

Cooling-off period: the period within which the partner can make use of his right of withdrawal;

Partner: the natural person who does not act for purposes related to his trade, business, craft or professional activity;

Day: calendar day;

Digital content: data that is produced and delivered in digital form;

Duration agreement: an agreement that extends to the regular delivery of goods, services and / or digital content during a certain period;

Sustainable data carrier: any tool - including e-mail - that enables the partner or organization to store information that is addressed to him personally in a way that future consultation or use during a period that is tailored to the purpose for which the information is intended and which allows unaltered reproduction of the stored information ;

Right of withdrawal: the ability of the partner to cancel the distance agreement within the cooling-off period;

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Organization: the natural or legal person who offers products, (access to) digital content and / or services to partners at a distance ;

Distance agreement: an agreement concluded between the organization and the partner within the framework of an organized system for distance selling of products, digital content and / or services, whereby up to and including the conclusion of the agreement exclusive or joint use one or more techniques for distance communication are made;

Technology for distance communication: means that can be used to conclude an agreement, without the partner and organization having to come together in the same room at the same time.

Article 2 - Identity of the organization

Organization name: Asturia vzw
Acting under the name / names: Asturia

Business address:
Pastoor Van Dykstraat 25
B-2322 Minderhout

Telephone number : +32 (0) 474 82 70 73

Accessibility:
From Monday to Friday from 9 am to 6 pm

E email address: info@asturia.be

KBO number: 0561960095
RSZ number: 1965756-40

Article 3 - Applicability

These general terms and conditions apply to every offer from the organization and to every distance agreement concluded between the organization and partner.

Before the distance agreement is concluded, the text of these general terms and conditions is made available to the partner. If this is not reasonably possible, the organization will indicate before the distance contract is concluded how the general terms and conditions can be viewed at the organization and that they will be sent free of charge as soon as possible at the partner's request .

If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available electronically to the partner in such a way that it is accepted by the partner can be stored in a simple way on a durable data carrier. If this is not reasonably possible, before the distance agreement is concluded, it will be indicated where the general conditions can be read electronically and that they will be sent free of charge electronically or otherwise at the partner's request.

In the event that in addition to these general conditions for windowing specific product or service conditions are applicable, the second and third paragraph, mutatis mutandis, and may be the partner in the event of conflicting conditions, always rely on the applicable provision the tit for him t is beneficial.

Article 4 - The offer

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The offer consists of a wide range of services to various profit and non-profit sectors for support and representation in the development of projects with a national and / or European dimension. The organization achieves its objective by making the expertise on subsidy channels, project development and / or project management available for educational, social and / or economic projects.

If an offer has a limited duration or is subject to conditions, this will be explicitly stated in the offer.

The offer contains a complete and accurate description of the products, digital content and / or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the partner. If the organization uses images, they are a true representation of the products, services and / or digital content offered. Obvious mistakes or errors in the offer do not bind the organization.

Each offer contains such information that it is clear to the partner what rights and obligations are attached to accepting the offer.

Article 5 - The agreement

The agreement is concluded, subject to the provisions of paragraph 4, at the moment of acceptance by the partner of the offer and compliance with the corresponding conditions.

If the partner has accepted the offer electronically, the organization will immediately confirm receipt of the acceptance of the offer electronically. As long as receipt of this acceptance has not been confirmed by the organization, the partner may terminate the agreement.

If the agreement is concluded electronically, the organization will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web environment. If the partner can pay electronically, the organization will take appropriate security measures.

The organization can inform itself within legal frameworks - whether the partner can meet its payment obligations, as well as all those facts and factors that are important for entering into the distance agreement responsibly. If, on the basis of this investigation, the organization has good grounds not to enter into the agreement, it is entitled to refuse an order or request or to attach special conditions to the implementation.

The organization shall send the following information, in writing or in such a way that the partner can store it in an accessible manner on a durable data carrier, at the latest on delivery of the product, service or digital content to the partner :

- the visiting address of the establishment of the organization where the partner with complaints can go;
- the conditions under which and the way in which the partner can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
- the information about guarantees and existing service after purchase;
- the price including all taxes of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or implementation of the distance agreement;
- the requirements for canceling the agreement if the agreement has a duration of more than one year or is of indefinite duration;
- if the partner has a right of withdrawal, the model form for withdrawal.

In the case of an extended transaction, the provision in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

For products:

The partner can terminate an agreement regarding the purchase of a product during a cooling-off period of 14 days without giving reasons. The organization may ask the partner about the reason for the cancellation, but not oblige it to state its reason (s).

The reflection time referred to in paragraph 1 shall start on the day after the partner, or a third party previously designated by the partner, who is not the carrier, has received the product, or:

- if the partner has ordered several products in the same order: the day on which the partner, or a third party designated by him, has received the last product. The organization may, provided it has clearly informed the partner prior to the ordering process, refuse an order for several products with different delivery times.
- if the delivery of a product consists of several shipments or parts: the day on which the partner, or a third party designated by him, has received the last shipment or part;

for agreements for regular delivery of products during a certain period: the day on which the partner, or a third party designated by him, has received the first product.

For services and digital content that is not supplied on a tangible medium:

The partner can terminate a service agreement and an agreement for the delivery of digital content that has not been delivered on a tangible medium for 14 days without giving reasons. The organization may ask the partner about the reason for the cancellation, but not oblige this to the reason of his reason (s).

The reflection period referred to in paragraph 3 starts on the day following the conclusion of the agreement.

Extended cooling-off period for products, services and digital content that is not supplied on a tangible medium in the event of failure to inform about the right of withdrawal:

If the organization has not provided the partner with the legally required information about the right of withdrawal or the model form for withdrawal, the cooling-off period ends twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.

If the organization has provided the information referred to in the previous paragraph to the partner within twelve months of the starting date of the original cooling-off period, the cooling-off period will expire 14 days after the day on which the partner received that information.

Article 7 - Obligations of the partner during the cooling-off period

During the cooling-off period, the partner will handle the product and the packaging with care. He will only unpack or use the product to the extent that is necessary to determine the nature, characteristics and operation of the product. The starting point here is that the partner may only handle and inspect the product as he would in a store .

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The partner is only liable for value reduction of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.

The partner is not liable for a decrease in value of the product if the organization has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

Article 8 - Exercise of the right of withdrawal by the partner and costs thereof

If the partner uses his right of withdrawal, he must report this to the organization within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.

As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the partner returns the product or hands it to (an agent of) the organization. This is not necessary if the organization has offered to collect the product itself. The partner has in any case taken into account the return period if he returns the product before the cooling-off period has expired.

The partner returns the product with all accessories supplied, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the organization.

The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the partner.

The partner bears the direct costs of returning the product. If the organization has not reported that the partner must bear these costs or if the organization indicates to bear the costs itself, the partner does not have to bear the costs for return.

If the partner cancels after having first explicitly requested that the provision of the service or the supply of gas, water or electricity that are not made ready for sale start in a limited volume or quantity during the cooling-off period, the partner is the organization an owe an amount that is proportional to that part of the commitment that the organization fulfilled at the time of cancellation, compared to full compliance with the commitment.

The partner bears no costs for the performance of services or the supply of water, gas or electricity that are not made ready for sale in a limited volume or quantity, or for the supply of district heating, if:

- the organization has not provided the partner with the legally required information about the right of withdrawal, the reimbursement of costs or the model form for withdrawal, or;
- the partner has not explicitly requested the start of the service or the supply of gas, water, electricity or district heating during the cooling-off period.

The partner bears no costs for the full or partial delivery of digital content that is not delivered on a tangible medium if:

- prior to delivery, he has not explicitly agreed to commence compliance with the agreement before the end of the reflection period;
- he has not acknowledged that he has lost his right of withdrawal when granting his permission;
- whether the organization has failed to confirm this statement from the partner.

If the partner makes use of his right of withdrawal, all additional agreements are automatically terminated.

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Article 9 - Obligations of the organization in case of withdrawal

If the organization makes it possible for the partner to report the withdrawal electronically, he will immediately send a confirmation of receipt after receiving this notification.

The organization reimburses all payments made by the partner, including any delivery costs charged by the organization for the returned product, without delay but within 14 days following the day on which the partner notifies him of the cancellation. Unless the organization offers to collect the product itself, it may wait to refund until it has received the product or until the partner demonstrates that it has returned the product, whichever is the earlier.

The organization uses the same payment method that the partner used for reimbursement, unless the partner agrees to a different method. The reimbursement is free of charge for the partner.

If the partner has opted for a more expensive method of delivery than the cheapest standard delivery, the organization does not have to reimburse the additional costs for the more expensive method.

Article 10 - Exclusion of the right of withdrawal

The organization can exclude the following products and services from the right of withdrawal, but only if the organization has clearly stated this in the offer, at least in time for the conclusion of the agreement:

Products or services whose price depends on fluctuations in the financial market over which the organization has no influence and which may occur within the withdrawal period

Agreements concluded during a public auction. A public auction means a sales method whereby products, digital content and / or services are offered by the organization to the partner who is present in person or who is given the opportunity to be present in person at the auction, under the direction of an auctioneer, and where successful bidder is obliged to purchase the products, digital content and / or services;

Service contracts, after full performance of the service, but only if:

- the implementation started with the explicit prior consent of the partner; and
- the partner has stated that he will lose his right of withdrawal once the organization has fully implemented the agreement;

Package travel as referred to in Article 7: 500 of the Dutch Civil Code and passenger transport agreements;

Service contracts for the provision of accommodation , if a specific date or period of execution is provided for in the contract and other than for

Article 11 - The price

During the validity period stated in the offer, the prices of the products and / or services offered are not increased , except for price changes due to changes in VAT rates.

Contrary to the previous paragraph, the organization may offer products or services with variable prices that are subject to fluctuations in the financial market and over which the organization has no influence. This link to fluctuations and the fact that any stated prices are target prices are stated in the offer.

Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.

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Price increases from 3 months after the conclusion of the agreement are only permitted if the organization has stipulated this and:

these are the result of legal regulations or provisions; or

the partner has the authority to cancel the agreement with effect from the day on which the price increase takes effect.

The prices stated in the range of products or services include VAT.

Article 12 - Compliance with agreement and extra guarantee

The organization guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions existing on the date of the conclusion of the agreement and / or government regulations. If agreed, the organization also guarantees that the product is suitable for other than normal use.

An additional guarantee provided by the organization, its supplier , manufacturer or importer never limits the legal rights and claims that the partner can assert against the organization under the agreement if the organization has failed to fulfill its part of the agreement. .

An additional guarantee is understood to mean any commitment from the organization, its supplier, importer or producer in which it grants the partner certain rights or claims that go beyond what is legally required in the event that he has failed to fulfill his part of the agreement. .

Article 13 - Delivery and implementation

The organization will take the greatest possible care when receiving and implementing product declarations and when assessing applications for the provision of services.

The place of delivery is the address that the partner has made known to the organization.

Taking into account that which is stated in article 4 of these general terms and conditions, the organization will execute accepted orders with due speed, though at the latest within 30 days, unless a different delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the partner will be notified of this no later than 30 days after he has placed the order. In that case the partner has the right (with only delivery time longer than 30 days!) To terminate the agreement without costs and to be entitled to any compensation.

After dissolution in accordance with the previous paragraph, the organization will immediately refund the amount that the partner has paid.

The risk of damage and / or loss of products rests with the organization until the moment of delivery to the partner or a representative designated in advance and made known to the organization, unless explicitly agreed otherwise.

Article 14 - Duration transactions: duration, cancellation and extension

Cancellation went:

The partner can cancel an agreement that has been concluded for an indefinite period of time and that extends to the regular delivery of products (including electricity) or services, with due observance of the agreed cancellation rules and a cancellation period of one month at most.

The partner may terminate an agreement for a definite period of time and that extends to the regular delivery of products (including electricity) or services at the end of the specified duration at

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any time with due observance of the agreed termination rules and a notice period of at least one month at most.

The partner can the agreements mentioned in the previous paragraphs:

- cancel at any time and not be limited to cancellation at a specific time or during a specific period;
- at least cancel in the same way as they are entered into by him;
- always cancel with the same cancellation period as the organization has negotiated for itself.

Extension:

An agreement that has been entered into for a definite period of time and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a specific duration.

By way of derogation from the previous paragraph, a contract that has been entered into for a definite period of time and that extends to the regular delivery of daily, weekly and weekly newspapers and magazines may be tacitly renewed for a specific duration of a maximum of three months, if the partner has this extended agreement can cancel at the end of the extension with a notice period of at most one month.

An agreement that has been entered into for a fixed period and that extends to the regular delivery of products or services may only be tacitly renewed for an indefinite period if the partner may cancel at any time with a notice period of one month at most. The notice period is at most three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

A contract with a limited duration for the regular introduction of daily newspapers, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

Expensive:

If an agreement has a duration of more than one year, the partner may cancel the agreement at any time after one year with a cancellation period of at most one month, unless the reasonableness and fairness preclude cancellation before the end of the agreed duration. .

Article 15 - Payment

Unless otherwise specified in the agreement or additional conditions, the amounts owed by the partner must be paid within 14 days after the start of the reflection period, or in the absence of a reflection period within 14 days after the conclusion of the agreement . In the case of an agreement to provide a service, this period starts on the day after the partner has received the confirmation of the agreement.

When selling products to partners, the general terms and conditions may never oblige the partner to pay more than 50% in advance. When an advance payment is stipulated, the partner can not assert any rights regarding the execution of the relevant order or service (s), before the advance payment has been made.

The partner has the duty to report inaccuracies in provided or specified payment data to the organization without delay .

If the partner does not meet his payment obligation (s) in a timely manner, this is, after he has been notified by the organization of the late payment and the organization has granted the partner a

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period of 14 days to still meet his payment obligations, after the absence of payment within this 14-day period, the statutory interest on the remaining amount owed and the organization is entitled to charge the extrajudicial collection costs incurred by it . These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% over the following € 2,500 and 5% over the following € 5,000 with a minimum of € 40. The organization may, for the benefit of the partner, deviate from the stated amounts and percentages.

Article 16 - Complaints

The organization has a well-publicized complaints and deals with complaints under this procedure.

Complaints about the implementation of the agreement must be submitted fully and clearly described to the organization within a reasonable time after the partner has discovered the defects.

Complaints submitted to the organization will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the organization will respond within a period of 14 days with a message of receipt and an indication when the partner can expect a more detailed answer .

A complaint about a product, service or service from the organization can be submitted to Asturia. Complaints can also be submitted via a form on the page of the Asturia website.

The partner must at least give the organization 4 weeks to resolve the complaint in mutual consultation. After this period a dispute will arise that is subject to the dispute settlement procedure.

Disputes between the partner and the organization about the formation or implementation of agreements with regard to products and services to be supplied or supplied by this organization can be submitted to the European Commission by both the partner and the organization: <http://ec.europa.eu/odr/>

Article 17 - Disputes

Only Belgian law applies to agreements between the organization and the partner to which these general terms and conditions apply.

Disputes between the partner and the organization concerning the establishment or implementation of agreements with regard to products and services to be supplied or supplied by this organization, may be submitted to the Reporting Center by both the partner and the organization, taking into account the provisions below. Belgium (<https://meldpunt.belgie.be/meldpunt/>)

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Article 1 - Warranty and liability

Asturia vzw guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions existing on the date of the conclusion of the agreement and / or government regulations.

Asturia vzw is not obliged to pay any direct or indirect compensation to the partner or others, unless there is intent or gross negligence on the part of Asturia vzw, or unless there is a non-conformity.

If Asturia vzw, for whatever reason, is obliged to compensate for any damage, the compensation will not exceed an amount equal to the invoice value with regard to the product that caused the damage.

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The partner is obliged to indemnify Asturia vzw against any claim that third parties may assert against Asturia vzw with regard to the implementation of the agreement, insofar as the law does not prevent the partner from being liable for the relevant damage and costs.