



# General terms and conditions Experience Antwerp

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## ARTICLE 1 IDENTITY OF THE COMPANY

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Experience Antwerp bv  
Engelse Beurs 4  
2000 Antwerp  
Belgium

e-mail address: [info@experienceantwerp.be](mailto:info@experienceantwerp.be)  
telephone number : +32 3 222 50 90  
company number: BE 0746.766.376  
bank account number: BE19 6451 0721 1812

## ARTICLE 2 APPLICABILITY & CONDITIONS

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2.1. Experience Antwerp is a digital platform where providers can offer tickets for cultural and recreational activities in and around Antwerp. The “Provider” is any party that organizes or delivers the activities and from whom Experience Antwerp obtains the tickets. These general terms and conditions apply to you as a customer to any offer that is made available on [www.experienceantwerp.be](http://www.experienceantwerp.be) (hereinafter referred to as the “Website”) of Experience Antwerp bv.

By purchasing tickets on the platform you enter into a contract with Experience Antwerp that offers tickets on behalf of the provider. Experience Antwerp itself does not act as a provider.

2.2. In case you purchase a walk or tour where guides are directly assigned by Experience Antwerp, Experience Antwerp will act as an intermediary between the guide and customer.



Experience Antwerp is responsible for the practical organisation of supply and demand for these offers. Experience Antwerp is also responsible for the collection of the revenues from the customer and the payment to the guide.

Without being exhaustive, it concerns these purchases: assignments carried out by KGVA-gidsen, assignments that take place in the following museums of Antwerp (MAS, Museum Plantin Moretus, Red Star Line, Rubenshuis, Maagdenhuis, Vleeshuis, Middelheim Museum, Museum Mayer van den Bergh, Erfgoedbibliotheek HC, Letterenhuis, FoMu, DIVA, MOMU) and assignments that take place with providers that use the guides module of Experience Antwerp: Snijders Rockoxhuis, Port of Antwerp Havenhuis, University of Antwerp, Herita,....

2.3. We deliver worldwide. If you place an order with us, you will receive the tickets electronically by email.

2.4. You must be at least 16 years old to place an order. If you are not 16, we ask you to consult your parents or legal guardian to place the order. If we notice that an order has been placed by a minor, we may refuse the order.

2.5. The customer must keep his chosen password confidential and take appropriate measures to prevent third parties from obtaining it.

2.6. Creating more than one user account for the same natural or legal person is not allowed. The user account is not transferable.

2.7. Placing an order on the website constitutes explicit acceptance of our general terms and conditions, which are always available via the website. Experience Antwerp reserves the right to amend these general terms and conditions at any time, with the amendments taking effect as soon as they are published on the website.

2.8. On our website you will find the most recent version of our general terms and conditions, which you can always save or print. We recommend you to do so at all times.

### **ARTICLE 3 OUR OFFER AND YOUR ORDER**

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3.1. When an offer has a limited period of validity or is subject to certain conditions, we will explicitly mention this in the offer.

3.2. We always describe as completely and accurately as possible the services offered and how the ordering process will proceed. In any case, the description is sufficiently detailed to allow you to make a proper assessment. If we use images, they are a true representation of the services offered. In case of a mistake in the description or images, we or our providers are not obliged to deliver to you.

3.3. The providers are responsible for the accuracy and correctness of the offers posted on our Website. Details of the activities such as content, time, capacity, experience and description are provided by the providers without Experience Antwerp being liable for this.



3.4. With regard to the offer as described under article 2.2, Experience Antwerp is responsible for the accuracy and correctness of the information that is displayed and may be liable for any refunds.

3.5. It is up to the customer and each ticket holder to check whether the purchased activity has been cancelled or changed such as date, location of the activity. If the provider informs us that an activity is cancelled or relocated, we will make every effort under our administrative responsibility to inform you. Additional clauses regarding cancellations and refunds can be found in article 5 of these general terms and conditions.

3.6. Your order is complete and the agreement is final as soon as we have received your booking. Then we will check your booking and afterwards you will receive a confirmation email with an overview of your booking. Payments are due immediately. We accept MasterCard, Visa, Cartes Bancaire, American Express, Bancontact, Maestro, Ideal, Sofort, Apple Pay, Samsung Pay, AliPay, Wechat Pay. If the issuer of your card refuses your payment to us, we cannot be held responsible for delays in delivery and/or non-delivery of your order. Orders without valid payment in the name of the registered cardholder will not be accepted or processed.

3.7. On request, payment may exceptionally be delayed for specific groups of customers such as schools. You can contact us for this through the online contact form on [www.experienceantwerp.be](http://www.experienceantwerp.be).

3.8. To purchase a ticket, you must add the ticket to your shopping basket. Afterwards, you create your personal account or enter your contact and billing information without creating an account. In the last step you get an overview of your order, you accept our terms and conditions and confirm your payment by clicking on the order button with payment obligation. Once you have completed these steps, your purchase is final.

3.9. We guarantee the authenticity of the tickets insofar as they were purchased on the Website [www.experienceantwerp.be](http://www.experienceantwerp.be).

#### **ARTICLE 4 THE PRICE AND PAYMENT**

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4.1. During the period we mention in the offer, prices do not change, except for price changes due to changes in VAT rates.

4.2. Our prices include all taxes, VAT, duties and services. So you will never be faced with surprises. However, we can decide to charge shipping costs, additional service costs and / or transaction costs on top of the mentioned price. In that case, we will always inform you before you place your order.

4.3. We can only receive payments through the payment modules offered on our website. After a confirmation of your payment you will receive your tickets.

4.4. If you do not receive the deferred payments referred to in article 3.7, 7 days before the date on which your order will be executed, Experience Antwerp has the right to charge additional costs. A non-immediate payment does not prevent the contract between the customer and



Experience Antwerp from being legally concluded from the moment the ticket is sent by Experience Antwerp.

4.5. In order to guarantee a secure online payment and the security of your personal data, the transaction data is encrypted with SSL technology. To pay with SSL, you do not need any special software. You can recognize a secure SSL connection by the "lock" in the bottom status bar of your browser.

4.6. A customer can always request an invoice for his or her purchase during the ordering process. This is subject to the applicable VAT rates.

4.7. For the purchase of walks or guided tours as described under article 2.2. the customer can also request an invoice or expense note, depending on the status of the guide as provider. The applicable VAT rate will be calculated on this, if the guide as a provider is exempt from VAT, the customer cannot request an invoice with VAT.

## **ARTICLE 5 RIGHT OF WITHDRAWAL AND REFUND**

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5.1. In accordance with Article VI.53, 12° of the Code of Economic Law, the customer does not have a right of withdrawal for the provision of services related to leisure activities, if the contract provides for a specific date or period of performance. The right of withdrawal does not apply to the purchase of tickets on the website of Experience Antwerp.

5.2. In case of loss or theft of the tickets, they will not be refunded or exchanged. After contacting our customer service department, we can always resend the tickets electronically.

5.3. Purchased tickets will not be refunded once the ordering process has been completed and the tickets have been sent.

5.4. In case the cancellation is the result of an interruption or disruption of access to the platform (e.g. technical error), Experience Antwerp will make every reasonable effort to rectify this interruption. If the interruption is due to an error by an external third party, as a result of which the activity is still cancelled, the customer is entitled to a refund of the ticket.

5.5. In case the provider is not able to perform the agreed service, you can claim a refund of a purchase. As a customer you can only claim the refund against the relevant provider. If the provider agrees to reimburse, the provider can also handle the refund through Experience Antwerp. In order to simplify the process for the user, it is recommended to communicate through Experience Antwerp.

5.6. In case that the provider is not able to perform the agreed service due to force majeure as stipulated in article 7 of these general terms and conditions, a voucher for the identical product will be offered to customers with the Belgian nationality. Customers with a foreign nationality receive a full refund.

5.7. With regard to the purchase of guided tours or walks as described under article 2.2: in case you cancel at least 7 calendar days prior to the date of the planned activity, you will receive a full



refund of the purchase price of the guided tour or walk, with the exception of the cancellation fee of 10 euros. If you cancel up to 7 calendar days prior to the date of the planned activity or if you do not show up, there will be no refund. Tickets purchased at Experience Antwerp that are linked to the purchase of the respective guided tour or walk may or may not be refunded under the same conditions.

## **ARTICLE 6      DELIVERY AND EXECUTION**

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6.1. All tickets will be delivered to the email address indicated by the customer or the chosen method after conclusion of the contract and after payment.

6.2. The providers themselves are responsible for the execution of the services (such as time, capacity, experience, description, ...) and are obliged to provide the services that you have requested.

6.3. When you, as a customer, purchase a walk or tour where guides are directly assigned by Experience Antwerp, as described under article 2.2., the guide is obliged to deliver the services that you have requested.

6.4. When you, as a customer, purchase a walk or tour where guides are directly assigned by Experience Antwerp, as described under article 2.2., do not arrive on the scheduled time, there will only be guided until the originally agreed time. The guide does not cover any entries, drinks or other bills.

6.5. You are responsible for arriving on time at the communicated meeting point in case of fixed times. If you come from abroad, you must provide the necessary travel documents (passport, etc.) and you are responsible for compliance with health regulations, etc. You are responsible for ensuring that you arrive on time.

6.6. The provider has the right not to admit you to or exclude you from an activity if you, as a person, do not meet the conditions for participation, if your participation would endanger yourself or others or would in any other way permanently hinder or obstruct the performance of the activity. In these cases, the price paid is non-refundable.

## **ARTICLE 7      FORCE MAJEURE**

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7.1. In case of force majeure, Experience Antwerp is not obliged to fulfill its obligations, but will make all reasonable efforts to limit the consequences of the force majeure situation. In that case, Experience Antwerp can either suspend its obligations during the period of the force majeure, or apply the voucher scheme as described under article 5.6, or terminate the agreement definitively.

In case of force majeure, Experience Antwerp is released from any contractual or extra-contractual liability of the occurrence of force majeure.

7.2. Force majeure is any unforeseeable circumstance beyond our will and control that prevents the fulfillment of our obligations in whole or in part. Without being exhaustive, we



understand below, among other things, strikes, fire, epidemic or pandemic, flood, operational/ business disruptions, power failures, disruptions in a (telecommunications) network or connection or communication systems used and / or the unavailability of our website at any time, non-delivery or late delivery by suppliers or other third parties engaged, ...

## **ARTICLE 8      LIABILITY**

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8.1. We do not guarantee the accuracy of the information of the offer available on our Website. Nor does Experience Antwerp guarantee the negligence of the provider, the experience, description of the service, .... We may receive complaints about this and inform the provider who is responsible for the information regarding the content, experience and description of the service.

Under no circumstances can we be held liable for any damage resulting from the information provided by the provider to the customer.

8.2. We guarantee the accuracy of the information of the offer available on our website with regard to the offers described under article 2.2. and we are liable for any damage that would result from the information we make available related to these offers.

8.3. In case of an interruption or disruption of access to the platform (e.g. technical error), Experience Antwerp will make every reasonable effort to rectify this interruption. Experience Antwerp will then only guarantee the direct damage if the disruption of access to the platform is due to an error on the part of Experience Antwerp itself. Under no circumstances can Experience Antwerp be held liable for damages resulting from interruptions or malfunctions that are due to an error of the provider or another third party.

## **ARTICLE 9      INTELLECTUAL PROPERTY**

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9.1. Our website, logos, texts, photos, names and in general all our communications are protected by intellectual property rights owned either by us or by our suppliers or other entitled parties (Provider).

9.2. It is prohibited to use and / or make changes to the intellectual property rights as described in this article. For example, you may not copy or reproduce drawings, photos, names, texts, logos, color combination, etc... without our prior and explicit written consent.

## **ARTICLE 10      COMPLAINTS PROCEDURE AND DISPUTES**

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10.1. We always hope that our customers are 100% satisfied. If you do have any complaints about our services, you can contact us at [info@experienceantwerp.be](mailto:info@experienceantwerp.be). We do our best to handle your complaint within 7 days.

10.2. On all agreements with our customers, regardless of their place of residence, only Belgian law is applicable and in case of disputes only the competent Belgian courts (Antwerp) are competent. If, for reasons of international law, a different law is applicable, the interpretation of



the present general terms and conditions will in the first place refer to the Belgian Code of Economic Law.

10.3. In case of an out-of-court settlement of the dispute, the Consumer Mediation Service of the Federal Government is competent to receive any request for out-of-court settlement of consumer disputes. The latter will in turn either process the request itself or forward it to a qualified entity. You can reach the Consumer Mediation Service via this link: <http://www.consumentenombudsdienst.be/nl> which is available in 4 languages (Dutch, French, English, German).

10.4. In case of disputes of a cross-border nature, you can also appeal to the Online Dispute Resolution platform of the European Union via this link: <http://ec.europa.eu/odr>.

#### **ARTICLE 11      PROTECTION OF PERSONAL DATA**

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11.1. In order to complete an order for tickets, you as a customer are required to provide correct and complete personal data. However, we may refuse or cancel your order in case of suspected fraud. Your personal data will be processed as stipulated in our privacy statement.

#### **ARTICLE 12      MISCELLANEOUS**

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12.1. The nullity or invalidity of any provision of these general terms and conditions shall not affect the operation of other provisions. The disputed provision is considered to be isolated and not applicable.

12.2 Customers can terminate their registration on the Experience Antwerp website at any time by blocking their user account. Experience Antwerp may unilaterally terminate a registration subject to a period of one week. Previously made purchases remain unaffected by this.