

TERMS AND CONDITIONS

1. General

Tictac Art Centre VZW/ASBL aims to promote Contemporary Dance, Improvisation and Visual Arts in Brussels. We hold weekly workshops directed by international dance artists, open classes of Flying Low, Improvisation and more, art exhibitions, public performances, regular practices and many more special events.

These general terms and conditions are applicable to products and services for all registered participant (consumer or professional).

You are bound by it by fulfilling a registration form with Tictac Art Centre VZW/ASBL. It is recommended that you keep a copy of these General Terms and Conditions.

2. Performance of the services

Tictac Art Centre VZW/ASBL undertakes to implement the resources necessary to ensure the proper functioning of the services. It alone shall determine the technical resources necessary for the purpose of providing the service. Unless expressly stated otherwise, Tictac Art Centre VZW/ASBL's obligations must be qualified as a best-efforts obligation.

3. Payment

The sums invoiced by Tictac Art Centre VZW/ASBL shall be payable within 15 working days. Payment of the full sum must be made by cash or by bank transfer to the account number specified by Tictac Art Centre VZW/ASBL, mentioning the references specified on the invoice. In case of partial payment or of payment without references, Tictac ASBL reserves the right to allocate the payment to any other outstanding invoice.

4. Cancellation Policy and withdraw

In the case of a distance or off-premises contract, the Consumer pursuant to book VI, title 3 of Belgian Business Law has the right to withdraw from the contract without providing reasons and bearing costs. In order to exercise his/her withdrawal right, the Consumer must notify the seller within 14 days following the signature of the service contract. In the event of an Order involving specific requirements, the Consumer does not have any withdrawal right. If the Consumer wants the service delivery to start during the withdrawal period, the parties agree in writing on the starting date of the service. In this specific case, the Consumer will be required to pay a "reasonable fee" corresponding to the proportional amount of what has been provided in order to exercise his/her withdrawal right. When the service is achieved, the consumer lost his/her withdrawal right. The Consumer submits a declaration of withdrawal using the standard form of the "SPF Economie – FOD Economie" posted on the website www.tictacartcentre.com. The refund of the Order will be paid within 30 days of the products receipt. The amount refunded will be limited to the amount actually paid by the Consumer.

In a business relationship, the professional client does not hold any withdrawal right.

5. Limitation and exclusion of liability

Tictac Art Centre VZW/ASBL shall only be incurred in the event that the applicant is able to demonstrate that Tictac ASBL has committed a serious contractual breach, in the event of fraud or if Tictac Art Centre VZW/ASBL has not fulfilled a commitment which constitutes one of the main services of the contract.

Tictac Art Centre VZW/ASBL's liability shall be restricted to repairing only foreseeable, direct, personal and certain damage suffered by the applicant, excluding repairing any indirect or immaterial damage, such as shortfalls, additional expenses, loss of profits, loss of customers, loss or deterioration of data, loss of contracts, damage to third parties, etc.

When the service is used by a third party to provide a service to the participant, the third party and not Tictac Art Centre VZW/ASBL shall be liable for the applicant. The third-party service provider may require the applicant to accept additional terms and conditions.

Such additional terms and conditions shall apply between the customer and the third party. Tictac Art Centre VZW/ASBL shall be a third party to such a contractual relationship.

Nothing in these terms and conditions will: limit or exclude any liability for death or personal injury resulting from negligence; limit or exclude any liability for fraud or fraudulent misrepresentation; limit any liabilities in any way that is not permitted under applicable law or exclude any liabilities that may not be excluded under applicable law.

Tictac Art Centre VZW/ASBL has no liability in case of theft during workshops.

6. Image Rights

By filling out the registration form, the participant gives consent that Tictac Art Centre VZW/ASBL can process the data provided within the framework of the workshop and allow photographs and/or videos to be made during the workshop. This includes placing photographs/videos on social media, in the Tictac Art Centre VZW/ASBL newsletter or selecting some for articles in a journal or newspaper, or in any other web/printed publication useful for marketing or commercial purpose. **If you do not want Tictac Art Centre VZW/ASBL to use your image, please mention it by sending an email to info@tictacartcentre.com**

7. Data Protection Statement & Personality

Tictac Art Centre VZW/ASBL processes personal data relating to its applicants, e.g. identification data, contact data including addresses

and e-mails, data on the applicant's use of Tictac Art Centre VZW/ASBL's services, billing and payment data, and technical data.

In this context, Tictac Art Centre VZW/ASBL acts as a data controller. Data are processed for the following purposes: the performance of the agreement with the applicant and the delivery of the services requested by the applicant; the administration and management of relations with the applicant; applicant profiling and conducting information and promotion campaigns for products and services offered, and more generally marketing use; the improvement and development of Tictac Art Centre VZW/ASBL services.

Tictac Art Centre VZW/ASBL may authorise the transfer of data to other processors such as banks and artists in order to perform proper services or for technical purposes. The same obligations that applies to Tictac Art Centre VZW/ASBL, apply to its sub-processors. If you opt in, your personal data will be used for direct marketing such as newsletters.

At any time, you have the right to be informed of the process of your data, to require any amendment of your data, to require a copy of your data, to be informed of the violation of your data, to withdraw your consent on the process of your data, to request the portability of your data, to request the deletion of your data, to request the restriction of the processing of your data. You may freely exercise your rights by sending your request at www.info@tictacartcenter.com

Tictac Art Centre VZW/ASBL will retain your data as long as it is necessary to fulfil the purposes outlined in this Terms & Conditions Statement. After that, Tictac Art Centre VZW/ASBL will delete your data after 5 years.

In the cases stipulated by law, Tictac Art Centre VZW/ASBL shall hand over applicant data if requested to do so by the government services.

If you are in the EEA you also have the right to lodge a complaint with the local data protection authority (<https://www.autoriteprotectiondonnees.be>) if you believe that Tictac ASBL has not complied with applicable data protection laws.
