



# Meise Botanic Garden

## General sales conditions

### Article 1: General provisions

Agency Meise Botanic Garden, registered at the Domain of Bouchout, Nieuwelaan 38, 1860 Meise, BE 0540.708.286, hereafter called 'Meise Botanic Garden', offers its clients the possibility to purchase online a selection of products. The present General Conditions ('Conditions') apply to all articles of the webshop assortment and to every purchase that the client places with Meise Botanic Garden. The client accepts that these conditions will be the only valid ones.

These conditions apply to the e-tickets of Meise Botanic Garden, the website and the other products and services including the orders and sales of entrance tickets. By entering Meise Botanic Garden, the order, the purchase and/or transfer of tickets and the visit to the website, the visitor of Meise Botanic Garden, the visitor of this website, the purchaser, the buyer, the transferor and/or the holder of the ticket or other products and services (hereafter called 'client' or 'you') declares to agree explicitly with these conditions and the domain regulations.

Only these conditions are valid and we renounce all with this conditions contrary stipulations by you or others. Possible (general) conditions by you or others regarding Meise Botanic Garden are therefore not applicable. In case of conflict between these conditions and those mentioned on the tickets, these conditions, mentioned on the website, have priority.

We maintain the right to change these conditions at all times. Changes will be made public on this website. Every new visit to Meise Botanic Garden, to this website and every new order, purchase and/or transfer of tickets or other products or services will be considered as acceptance of the changed conditions.



## **Article 2: Information**

When we provide information within the framework of Meise Botanic Garden, for example on this website, on our social media, on the websites of partners (e.g. ticket sellers), we try to do this as accurately possible. We cannot guarantee with regard to the accuracy of this information and are not responsible or liable for any damage resulting from inaccurate or incomplete information provided within the framework of Meise Botanic Garden.

The tickets and other products and services of Meise Botanic Garden (including this website) may contain information of third parties like sponsors, partners and suppliers, as well as references to websites, social media and other products or services by third parties. We do not check the content of these websites, social media and other products and services by third parties and can therefore not be held responsible or liable for their content. Furthermore, a reference to or insertion of information by third parties not automatically implies that we agree with the content.

## **Article 3: Intellectual property**

This website and other products or services within the framework of Meise Botanic Garden can contain texts, photographs, videos, works of literature or art, trade names, domain names, brands and other material that is protected by (intellectual) (property) rights. You acknowledge these rights explicitly and commit to using the concerned material only after prior written consent and to not use it in any way that infringes the before-mentioned (intellectual) (property) rights.

If you send, publish, announce or use yourself such material of the website or through other products or services, you guarantee that you are proprietor, or if not have got permission from the (intellectual) owner(s) to use such material.

## **Article 4: Purchase conditions for tickets**

Through the purchase and/or possession of a ticket, the buyer, the transferor and the holder of the ticket declare to agree with these Conditions and the domain regulations.

**No revocation right or right of renunciation applies for the purchase of a ticket for Meise Botanic Garden. You cannot revoke the purchase. A ticket**

**will never be refunded or exchanged, not even in case of interruption, change, stopping or cancellation.**

Each ticket is strictly personal and may not be transferred. In accordance with the law of 30 July 2013 regarding the sale of entrance tickets to events, the following is strictly forbidden: - the regular resale of tickets, - the presentation with a view to regular resale and the supply of means used for a regular resale, - the occasional resale at a higher price than the mentioned entrance fee, - the presentation with a view to occasional resale and the supply of means used for an occasional resale in case of a resale at a higher price than the mentioned entrance fee, - the resale before the start of the original sale, - the sale of a privileged or promotional entrance ticket for which there was no original sale, - the presentation with a view to resale and the supply of means used for resale are also forbidden for the sale of a privileged entrance ticket, as well as of a promotional entrance ticket, for which no original sale took place. Violations of these legal provisions are subject to criminal and civil prosecution. The registered buyer, the transferor and the holder of a ticket are severally and indivisibly liable for the damage caused by a violation of this legal provision with regard to the concerned ticket.

### **Article 5: Entrance conditions Meise Botanic Garden**

When the visitor enters Meise Botanic Garden, not only the holder of the ticket but also the buyer and the transferor of the ticket declare to agree with these conditions. The registered buyer, the transferor and the holder of a ticket are severally and indivisibly liable for the damage caused by the last in and within the framework of Meise Botanic Garden.

Meise Botanic Garden is only accessible for persons disposing of a valid ticket or subscription. A valid ticket only permits one time an access to Meise Botanic Garden. We can in no case be held responsible or liable for the theft, loss, damage, imitation, illegal duplication or other causes of invalidity of a ticket.

Each visitor is at all times obliged to respect the legal and regulatory provisions in and around the domain of Meise Botanic Garden, and obliged to comply with all present regulations, rules, instructions and guidelines of the organization, police, security forces and other authorized persons.

Purchase and/or possession of a ticket leaves the right unimpeded to refuse access to and/or further presence to Meise Botanic Garden and/or remove a visitor because of a violation of legal or regulatory provisions (e.g. not

complying with the domain regulations) or to guarantee the safety of the visitors (e.g. in case of storm).

Each visitor and his possessions (e.g. backpack, handbag) may be checked by the police or the authorized staff, both at the entrance and the exit of Meise Botanic Garden. The entrance and/or further presence in Meise Botanic Garden can be denied for want of collaboration.

Each object that the organization considers dangerous, will be refused. Forbidden in any case: weapons and sharp objects, drugs and narcotics, drones, firework, bicycles, steps, loud music.

It is forbidden to distribute, sell or otherwise spread pamphlets, posters, flyers, gifts, merchandising and/or other commercial and promotional materials (except in case of an official accreditation by the organization) at the entrance or on the domain of Meise Botanic Garden.

## **Article 6: Photo, sound and image recordings**

The buyer, the transferor, the visitor and the holder of a ticket agree that photo, sound and image recordings in Meise Botanic Garden and from visitors of Meise Botanic Garden who have given their permission, can be made. These may be used by the organization and its partners (without compensation for the maker and the person depicted) for promotional and commercial purposes without limitation in time, space and media.

It is absolutely forbidden for the buyer, transferor, visitors and holder of a ticket to make photo, sound and image recordings in Meise Botanic Garden and from visitors of Meise Botanic Garden, which can be commercially exploited. For each exploitation of photo, sound and image recordings in or within the framework of Meise Botanic Garden, the explicit written consent of Meise Botanic Garden is required (via [verhuur@plantentuinmeise.be](mailto:verhuur@plantentuinmeise.be)).

## **Article 7: Liability**

The entrance to and the departure from Meise Botanic Garden happen at the own risk of the visitors.

The organization, employees, volunteers and appointed ones cannot be held responsible or liable for damage, loss, theft or accident, of any nature, unless this damage, loss, theft or accident results from negligence, deceit or intentional gross mistake by the organization. This exclusion of liability on the

part of the organization, employees, volunteers and appointed ones applies consequently also to damage, loss, theft or accident, that is directly or indirectly the consequence of an act and/or omission of as well the organization, employees, volunteers and appointed ones of the organization, as third parties such as visitors of Meise Botanic Garden.

Meise Botanic Garden is not liable for damage or other consequences arising from interruption, change, stopping, cancellation or any other measure that Meise Botanic Garden takes or that is imposed on the organization, e.g. public order, terrorism (threat), force majeure. Meise Botanic Garden can therefore not be held responsible, liable or obligated to refund a ticket completely or partially in case of complete or partial interruption, change, stopping, cancellation or another measure, even not if this measure applies against individual persons. If Meise Botanic Garden, despite the present Conditions, decides to refund tickets completely or partially, or is obliged to refund tickets completely or partially, this reimbursement will be done for the ticket price exclusive of service/administration/shipping costs.

Meise Botanic Garden cannot be held liable for any damage resulting from a cause which Meise Botanic Garden cannot control, inclusive but not limited to, all forms of force majeure, actions from third parties, hackers, suppliers, local authorities, riots, civil unrest, war, hostilities, military operations, national disasters, terrorism, piracy, arrestations, coercion executed by a qualified authority, strikes, lock-out, epidemic, fire, explosion, storm, flood, extreme weather conditions, earthquake, nature disasters, accidents, mechanical defects, software by third parties, interruptions or problems with public utilities (including failure of Internet, electricity and telecommunication), lack of or impossibility to be sufficiently provisioned with food, drinks, material, equipment and /or transport and other forms of force majeure and actions by third parties, regardless of the fact that the circumstances in question could have been foreseen.

If and for so far the organization on whatever ground should be made liable for any damage on the part of the buyer of a ticket, the transferor of a ticket, the holder of a ticket and/or a visitor of Meise Botanic Garden, this liability shall at all times and despite otherwise agreed upon be limited to the direct damage and/or to the amount that in accordance with the legal liability insurance of the organization shall be paid for the concerning loss. The buyer, the transferor and the holder of the ticket and the visitor of Meise Botanic Garden agree that if necessary they can only claim a compensation for the direct damage they have suffered. Any indirect damage or consequential loss is hereby ruled out.

The registered buyer, the transferor and the holder of a ticket are severally and indivisibly liable for the damage that the last causes as visitor in and within the framework of a visit to Meise Botanic Garden, and will safeguard Meise Botanic Garden and its partners and appointed ones against all possible claims (from other visitors and other third parties) in accordance with infringements made by the holder of a ticket as visitor on the Conditions and all compelling and legal and regulatory provisions that apply to and within the framework of Meise Botanic Garden.

Under penalty of invalidity and revocation, complaints or disputes have to be done within five days after the fact or incident about which the complaint or dispute deals with and this by registered post.

### **Article 8: Privacy and processing of personal data**

Meise Botanic Garden collects and processes personal data within the framework of our website, ticket sale, social media. By accepting these conditions you agree with this privacy policy and you explicitly give written consent to gather and process your concerning personal data with the herein defined ends. For more information on our privacy policy please contact [dpo@plantentuinmeise.be](mailto:dpo@plantentuinmeise.be). We collect and process the following data on the hereafter defined way:

- (1) Identification data. Data with which you register yourself and with which we can identify you uniquely in relation to other users, such as your email and chosen password or the unique social media account of e.g. Facebook, Instagram or Twitter. During your registration and as a result of your order or purchase of tickets also your family name, first name, address, date of birth, language, sex, telephone number or other data can be processed or collected by us.
- (2) Explicitly given data. We also process data that are explicitly given by you, either directly to us, either through social media profiles, either through websites and social media of our partners (like ticket sellers).
- (3) Automatically collected data. Next to the above-mentioned data also other data can be collected and processed automatically, such as your IP address, geographical location, the type and operating system of your computer or mobile phone, visit and time and duration of your visit to pages and parts of our products and services.
- (4) Cookies. We use cookies with a view to hereafter mentioned ends and to improve the functioning and the user-friendliness of our online services.

## **Article 9 : Final provisions**

Failure of or delay to our execution of a right by virtue of these conditions or a contract or a legal provision will not be considered as a declaration of renouncing that right, and will not affect any other or further event or harm any right or concerning legal remedy or at one way or another harm or change our or your rights with regard to these conditions or a contract.

If one or more clauses of these conditions are found invalid, this does not result in the invalidity of the other clauses or from these conditions in general. In this case the invalid clauses will be changed into legally valid clauses that are in accordance with the by us intended legal consequences on the moment of acceptance of these conditions.

These conditions, all agreements and all legal relations on which these Conditions apply, are ruled by Belgian law. For all disputes that could arise in accordance with (the execution of) these conditions and all legal relations on which these conditions apply, the courts of law of the head office of the organization are exclusively qualified.