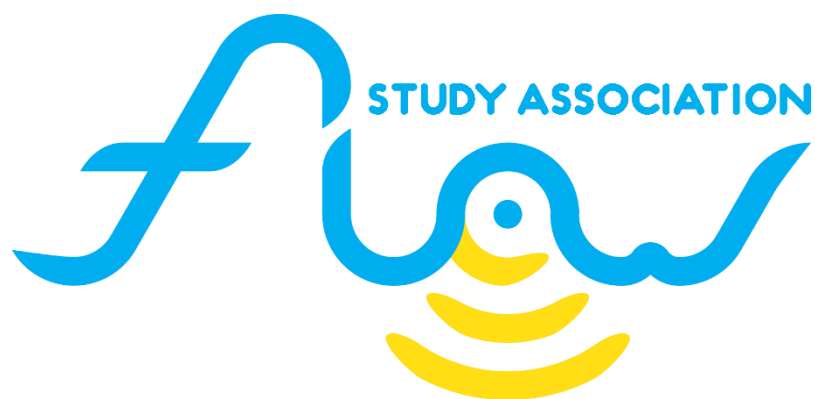


# Terms of Service

*Association year 2023-2024*



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## 1. Article 1 – Definitions

In these terms of conditions the following definitions are given:

Seller: Study Association Flow;

Buyer: Those who use the services of Study Association Flow which are offered on the website;

Members: Members of Study Association Flow;

Day: Any day of the week (calendar day);

Working Day: One of the following days: Monday, Tuesday, Wednesday, Thursday, Friday, on which Study Association Flow is open.

Product: an activity, summary or gadget offered on the website of the seller;

Description: Every text belonging to the page on which the product can be ordered. Shape and size depend on the with regards to the page.

Activity: An activity organized by Study Association Flow for the members, and in certain cases non-members who are eligible for participation according to the description;

Summary: A document offered by Study Association Flow in digital or paper form which contains a summary of a course offered by Tilburg School of Humanities and Digital Sciences;

Gadget: Association clothing, office supplies or an assecoire with the logo of Study Association Flow on it;

Contract concluded by electronic means: an agreement made through the website of the seller;

Daily Board: the KvK (chamber of commerce) authorized representative board member of Study Association Flow;

## 2. Article 2 – Applicability

These terms of service are applicable for the sellers Website:  
svflow.nl;

These terms of service are applicable on all offers made by the seller with relation to the products mentioned on the website named in section 1 and every agreement made by the seller and the buyer on the mentioned website.

In case one or more regulations in these terms of service are, at any moment, fully or partially, declared invalid, the agreement and these terms of service will stay valid for the remainder.

The concerned regulation shall be replaced by a regulation decided on by mutual consultation, which will approximate the original regulation as much as possible;

Situations which are not mentioned in these terms of service, shall be judged “to the spirit” of these terms of service;

Ambiguities about the explanation or contents of one or more regulations in these terms of service need to be explained “to the spirit” of these terms of service;

## 3. Article 3 – Offer

The products offered on the website of the seller are offered without obligation;

All images of the offered products are used as indication and cannot be used for damages and termination of the agreement;

Images used for the products are a truthful representation of the offered products. The seller cannot guarantee the colors of the images correspond to the colors used in the actual product.

#### **4. Article 4 – Agreement**

The contract concluded by electronic means is made when the buyer accepts the offer and fulfills the appropriate terms.

When the buyer accepts the offer by electronic means, the seller confirms without delay whenever the acceptance of the offer is received;

In the product description there may be a mention that the buyer has to pay a fee whenever he or she is not a member. This fee has to be payed:

on the time of delivery,

on the time the agreement is made, or,

on the moment of automatic debit of the membership fees when payment is made with after the delivery, whether or not through means of automatic debit.

#### **5. Article 5 – Fee**

In the description of a product can mention that non-members have to pay a fee which has to be paid on delivery, or which will be collected together with the base price in case of automatic debit or electronic payment. The fee is required whenever the buyer cannot provide sufficient proof of membership, and membership cannot be proven in the administration held by Study Association Flow.

#### **6. Article 6 – Delivery**

Delivery of different products happens in the following way:

Activities will be delivered on the date, time and location mentioned in the product description on the website or the correspondence of the seller to the buyer;

Summaries will be delivered at the office of the seller or through digital delivery; and Gadgets will be delivered on the office of the seller.

No rights are conferred to the mentioned time of delivery.

Whenever a summary is not collected within one month of purchase, the seller cannot guarantee the availability of the summary. When the buyer does claim the summary, a new delivery period of three days starts.

#### **7. Article 7 – Termination of Agreement by Buyer**

Buyer can terminate the agreement free of costs in the following cases:

When he or she indicates the wish to terminate the agreement at the time of delivery;

When he or she cancels the registration two weeks in advance of the activity unless a more favourable cancellation period is mentioned in correspondence of the seller to the buyer; or in other cases in consultation with the Daily Board. After delivery the agreement is irrevocable.

## **8. Article 8 – Termination of Agreement by Seller**

Seller has the right to cancel any agreement concerning activities, summaries or gadgets at any moment, partially or fully when:

A product is exclusively offered to members and the buyer is not a member;

A product is offered to members and non-members, where non-members have to pay a fee, and the buyer cannot or does not want to pay this fee; or

The buyer is on the list mentioned in article 9 and based on that participation for an activity is refused.

When the buyer purchases multiple products in one agreement with the seller, and the agreement is terminated partially following section 1, the agreement stands for the other parts as long as products are being purchased.

## **9. Article 9 – Returning Period**

On all products, a default returning period of 14 days is applicable unless mentioned otherwise; In this period products can be returned free of charge.

## **10. Article 10 – Black List**

Because the seller often makes costs on top of the contribution made on purchase of a product, the Daily Board holds a Black List;

Those who are on the Black List are penalized with a lower priority when buying tickets and participating in activities. They will only get a spot whenever all other buyers who signed up are placed.

## **11. Article 11 – Disputes**

Strictly Dutch law is applicable on agreements on which these terms of service are applicable; The agreement can only be deviated from when both parties give written permission to do so. The housing court in Tilburg is empowered to settle disputes between parties.