

Terms and conditions webshop Memorial Museum Passchendaele 1917

1. Applicability

1. Ordering through the webshop of the Memorial Museum Passchendaele 1917 implies that the customer has read, understood and accepted these general terms and conditions.
2. Deviations from these general terms and conditions are only possible through written contracts signed by both the MMP1917 and the customer and only apply to the points mentioned therein. All other points of the general terms and conditions remain applicable unaltered.
3. These general conditions also apply to any intermediaries of the MMP1917 and to any intermediaries of the customer.
4. These general terms and conditions do not apply to offline sales. In this context, specific general terms and conditions apply, which are included in separate agreements or contracts per order or per customer. For more information in this respect, we advise you to contact us via info@passchendaele.be.

2. Offered items and prices

1. Prior to the electronic confirmation of the order by the customer, the MMP1917 communicates to the customer all necessary information regarding the items ordered by the customer.

The articles are described and illustrated on the website as precisely as possible. Should, despite all precautions, an error, or for example a colour difference occur, the MMP1917 cannot be held liable for this. The colours on screen may differ from reality.

2. The prices in force at the time of the order are applicable. All prices mentioned are inclusive of the legally provided V.A.T..
3. For the shipment of the products, the MMP1917 calls upon a postal company selected by the MMP1917. Depending on the information provided by the customer, a shipping cost as accurate as possible will be communicated.

The MMP1917 cannot be held liable for any discrepancies in this shipping cost, which is the sole responsibility of the shipping company.

4. If an article ordered by the customer is not in stock, the customer will be informed by e-mail.

The order, or the relevant part of the order, will then be cancelled, and the corresponding amount paid in advance by the customer will be refunded within 30 days after the customer being informed that the article is no longer in stock.



3. Information provided by the customer

The customer is obliged to provide the MMP1917 with all information that the webshop deems necessary to ensure a smooth and correct processing of the order.

To this end, the MMP1917 will indicate the fields of the webshop which must be filled in in order for the order to take place.

The customer is solely liable for the correctness, completeness and accuracy of the information provided by him.

4. The order

1. Closing of the order

The order exists upon the electronic confirmation of the order by the customer to the webshop of the MMP1917.

The MMP1917 reserves the right to refuse the order, not to execute it or to subject it to additional conditions if :

- The customer has supplied incorrect, incomplete and/or false data;
- There is evidence or serious indications of non-payment and/or fraud by the customer;
- Previous order(s) have remained unpaid for any reason.

2. Guarantee for the customer-consumer

On the basis of articles 1649bis et seq. of the Civil Code relating to sales to the consumer, the customer-consumer has a legal warranty.

The customer acknowledges that, in order to benefit from the rights attached to this legal warranty, he must submit the purchase confirmation to the MMP1917.

3. Warranty for the non-consumer customer

Complaints for hidden defects must be submitted within 15 days after the defect has been detected.

The liability of the MMP1917 webshop is then limited to repair where possible, replacement with a similar product or refund of the purchase price.

Under no circumstances is the MMP1917 liable for the indirect consequences of the unavailability of a product due to its defectiveness.

The warranty period of the webshop of the MMP1917 can in no way exceed the manufacturer's warranty period and is in any case limited to six months.

The MMP1917 can in no way be held liable for damage, including physical damage and the consequences for the customer or a third party as a result of neglected maintenance, non-conforming use, deliberate damage or negligence.

4. Right of revocation - conditions and method of exercise

Conditions:

When purchasing products, the consumer has the option of dissolving the agreement without giving reasons for a period of 14 calendar days. This period commences on the day after receipt of the product by or on behalf of the consumer.

During this period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all delivered accessories and in the original condition and packaging to the Memorial Museum Passchendaele 1917, in accordance with the reasonable and clear instructions provided by the Memorial Museum Passchendaele 1917.

Costs in case of revocation:

If the consumer makes use of his right of withdrawal, at most the costs of returning the goods will be borne by him.

If the consumer has paid an amount, the Memorial Museum Passchendaele 1917 will refund this amount, including delivery costs, as soon as possible, but no later than 14 days after the return or withdrawal.

Download the revocation form [here](#).

5. Delivery time - address - method of ordering

In Belgium, the webshop of the MMP1917 undertakes to deliver the order within 10 working days if all products are in stock.

For deliveries abroad, a delivery period of about 15 working days must be taken into account.

This delivery period is indicated in good faith, but without guarantee.

Under no circumstances can a delay in delivery lead to a cancellation of the order and/or compensation. The buyer can also collect the orders from the MMP1917, Berten Pilstraat 5A, 8980 Zonnebeke, without any shipping costs being charged.

<i>Country</i>	<i>0 – 2 kg</i>
<i>Belgium</i>	€6,95
<i>Buurlanden</i>	€17,95
<i>Other</i>	€50,00

1. The MMP1917 delivers the items ordered by the customer to the delivery address provided by the customer.

In the absence of timely instructions from the customer, the MMP1917 shall, at its discretion, destroy or sell the shipment.

If a shipment cannot be delivered because the address of the customer appears to be incorrect or incomplete, the MMP1917 will contact the customer and try to find the correct address. Additional costs associated with delivery to an address that differs from the address initially provided by the customer will be charged.

2. Any complaints of damage to the ordered goods must be sent to MMP1917 within 2 days at the latest. Contents and original packaging must be shown to us in order to substantiate the complaint.

6. Additional terms and conditions online tickets

1. After payment, the user will receive an e-ticket at the specified e-mail address. The e-ticket is valid for the period stated on the ticket and can only be used once. Tickets will only be delivered in electronic form. AGB MMP1917 is not responsible for the loss or theft of e-tickets. A check of the e-tickets is possible on the day of the visit. Employees of AGB MMP1917 have the right to request a valid and official proof (of identification) when purchasing e-tickets at a reduced rate.
2. The user undertakes to provide the correct information required to complete the order. The person making the purchase is considered to be the sole purchaser. He alone is bound to pay, even if the tickets are destined for a third party.
3. An e-ticket or reservation can no longer be changed, exchanged or cancelled by the user. After receipt of the e-tickets, no further discounts will be granted.
4. If, due to force majeure, the museum is unable to arrange for the visit to take place at the scheduled time, the museum will initially look for a suitable alternative time for the visit.

7. Terms of payment - possible reimbursement and invoicing

1. The items ordered by the customer must be paid for prior to delivery.
2. This payment can be made via BANCONTACT/MAESTRO/VISA/MASTERCARD in the following manner:
 - The customer orders the articles he wishes;
 - The client shall pay the amount for the articles concerned via BANCONTACT/MAESTRO/VISA/MASTERCARD.
3. If, for whatever reason, the order cannot be carried out, the amount paid in advance by the customer shall be refunded to him as soon as possible and at the latest 30 days after payment.
4. Only customers who provide a company registration number when placing an order will receive an invoice for the items ordered.

8. Protection of private data

All personal data necessary to process the order will be securely stored by the MMP1917 and its employees, and may be passed on to companies with which the MMP1917, or its service providers, cooperate when necessary for the processing of the order.

Whenever the MMP1917 transmits personal data to third parties, these third parties may only process these personal data for purposes strictly related to their tasks.

These third parties are bound by the conditions imposed on them by the MMP1917, which guarantee the protection of privacy.

In addition to the purposes described above, the MMP1917 may also process your personal data for advertising purposes.

Within the scope of the applicable legal provisions, a natural person who can prove his identity may obtain the communication or request the correction of his data processed by the MMP1917 by sending a dated and signed letter to the MMP1917 communication service.

He can also, by contacting this customer service, always oppose the use of his personal data and traffic data for direct marketing purposes.

9. Nullity

The nullity, unenforceability or unenforceability of one clause of the order shall not affect the validity, enforceability or enforceability of the remaining provisions of the order, except if the order cannot proceed without this clause.

10. Applicable law and jurisdiction

Belgian law applies to this site and to all orders. In the event of a dispute, the Business Court of Ghent - Ypres Division shall have exclusive jurisdiction.