

Terms and Policy

SECTION 1 – APPLICATION

Any use of the studio offered for lease by INTERIOR DECLERCQ BV (hereinafter referred to as 'ARNODECLERCQ') implies a formal acceptance, without exception or reserve, by the Client or its representative (hereinafter referred to as 'the Client'), of these general terms and conditions of sale. The placing of a booking via our email (info@arnodeclercq.com), together with the deposit payment for the space, implies the preliminary consultation and acceptance of these general terms and conditions of sale by the Client.

A physical copy of these terms is always available to read by the Client in the studio or available on our website (www.arnodeclercq.com).

SECTION 2 – TERMS AND CONDITIONS OF LEASE AND RUNNING OF THE PREMISES

I – GENERAL

The full amount is indebted even if it is not used outside the arranged time.

II – STUDIOS

Callsheet – The Client undertakes to provide ARNODECLERCQ with a call sheet prior to each service stipulating the names and positions of the persons present on the leased studio set. Therefore, the letter shall be deemed to be authorised by the Client to incur any expense with regard to ARNODECLERCQ. However, the Client may first formally appoint one person to be responsible for the expenses incurred on its behalf with regard to ARNODECLERCQ. If no call sheet exists or no person has been designated, all persons present at the studio set shall be deemed to be authorised by the Client.

Studio set sheet – Any service carried out by ARNODECLERCQ shall give rise to the studio set assistant drawing up a studio set sheet providing details of the services requested by the Client. This studio set sheet may be subject to the approval on request by the Client or one of its representatives to whom a copy shall be provided.

This studio set sheet shall be used for invoicing purposes. No dispute at a later stage shall be accepted by ARNODECLERCQ.

Moreover, an expense sheet shall be completed for each service by the studio set assistant and signed by the Client. This sheet shall state the expenses incurred by ARNODECLERCQ on behalf of the Client.

Hours – It is expressly agreed and accepted by the Client that our studio are invoiced on a daily basis for a period of ten hours from 9 am to 7 pm.

Between 7-9am and between 7-9pm occupancy shall be invoiced 80€ per hour, 180€ per hour between 9pm-23:59pm and 250€ per hour after midnight.

This additional time will be invoiced by periods of ½ hour (for each ½ hour started of 15 minutes).

These extra hours will end when the Client, with all his team and equipments/props brought by the Client will have left ARNODECLERCQ'S building.

Bookings during weekends (Saturday – Sunday) or during Belgian national holidays (official list of national holidays) will be subject to an increase of 200€ per rental day.

Power – ARNODECLERCQ can not be held responsible for power failure related to the energy supplier or misuse of the Client.

Paint – Painting to maintain the quality of the floor infinite's studio is included in the rental cost.

Cleaning — General cleaning charges are included within the basic rental cost. If the studio is left by the Client in such a condition as to require further or specialised cleaning, the Client will pay all such additional costs incurred or charged by the company in respect thereof.

Storage — Any equipment or accessory which is not collected within 48 hours following the completion of the service shall give rise to the payment by the Client of a daily storage fee calculated based on the volume stored. Articles which are not collected by the Client within seven calendar days shall be placed in a skip and shall be invoiced in additional costs.

Trash — Trash are collected for make up and kitchen regarding a normal usage (snack, drinks, catering trash). Trashes from set must be collected by the Client at the end of the day(s). If some trash remain in the Studio, an extra fee calculated based on the type and volume of trash shall be invoiced in additional costs.

Delivery — Due to security reasons, the Client shall be liable for dispatch riders which it uses. Therefore, it undertakes to personally deposit and take delivery of its letters at the enter insofar as dispatch riders are not authorized to drive in the company's premises.

SECTION 3 – RECOURSE, LIABILITY AND INSURANCE

I—STUDIO

Parking — There are 4 parking spaces made available for the Client to use, located one in front of the building and 3 at the back of ARNODECLERCQ's Studio. In the occurrence of full occupancy of these parking spaces, the Client is invited to park vehicles on the street and shall not use the parking spaces belonging to the neighbouring buildings.

ARNODECLERCQ shall not accept liability for any damage caused by any third party in the car park made available to Clients. In addition, ARNODECLERCQ's employees shall not be authorised to move the Clients' vehicles.

Persons & valuables — The Client shall be liable for all persons present at the place where the service is performed and for the consequences of their actions.

The Client undertakes to take all security measures required for valuables which it brings to ARNODECLERCQ's premises. It undertakes to first inform ARNODECLERCQ Studio thereof.

ARNODECLERCQ shall not be held liable for any bodily injury, material and immaterial damage occurring in the premises and any theft, deterioration or damage of any form whatsoever which may occur to species, materials, clothing or any other type of goods, animals including those supplied or brought by the Client, its representative or its agents.

Therefore, the Client shall be responsible for taking out the insurance policies required to cover all risks set forth herein above. The Client undertakes to produce the corresponding certificate to ARNODECLERCQ upon request.

SECTION 5 – BOOKING, PAYMENT TERMS AND DUE DATES

Prices — All prices indicated on our website (www.arnodeclercq.com) are in euros and do not include taxes. They are non-negotiable.

Force majeure – ARNODECLERCQ reserves the right to cancel or adapt the rental hours from any booking following directive from the government regarding an exceptional situation (pandemic, war, curfew ...) or a long term power failure related to the energy supplier.

I–STUDIOS

Deposit – A downpayment of 50% of the total amount (excluding taxes) shall be made to confirm studio booking.

Balance – The final balance will be invoiced on the day after the booking took place at our studios and shall be paid within 30 days starting from the date of the invoice. In case of late payment, late interest of 10% per annum will be due by the Client by operation of law as well as a fixed allowance of 75€.

Refund – In case of cancellations received later than 72 hours before the date of the booking (first booking day at 9 am), the 50% downpayment deposit won't be refunded.

SECTION 6 – DISPUTES

In the event of a technical incident or dispute, the Client must state its observations on the studio set sheet as defined in Article 2.

In the event of a legal dispute, the Leuven's Commercial Court shall have exclusive jurisdiction.

Last update : 28/11/23

Privacy Policy

ARNODECLERCQ are dedicated to keeping your informations private. Any information that we collect in relation to you is kept strictly secured.

INTERIOR DECLERCQ BV - ARNODECLERCQ ("ARNODECLERCQ", "we", "us, and "our") provides you with access to our site: www.arnodeclercq.com. This Privacy Policy explains how certain information about you may be processed. By using this site and placing orders/rentals, you expressly consent to the use of your data in accordance with this Privacy Policy.

Please read these policy carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Privacy Policy. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services.

SECTION 1 – WHAT WE COLLECT AND WHAT WE DO WITH YOUR INFORMATIONS ?

In this privacy statement, we explain (i) which of your personal data we collect from you as a natural person, (ii) the way Arno Declercq uses and processes this personal data, as well as (iii) your privacy rights and how you can exercise them.

This privacy statement is applicable to (i) our website <https://arnodeclercq.com> and (ii) all (commercial) relations between Arno Declercq and its customers, prospects and business partners.

How can you contact us?

If you have questions about this privacy statement, or the way Arno Declercq collects, uses or processes your personal data, please contact us via e-mail: privacy@arnodeclercq.com.

Which of your personal data do we collect?

- Personal identification data (first name, last name, phone number, (company) address, e-mail address,...)
- Data collected through media usage (mobile, desktop, social media, chatbot,...)
- Interests in our product offering through downloading content made available on our media (website, chatbot,...)
- Information provided via forms (e.g. download form)
- Electronical identification data (IP address, cookies, connections,...): Arno Declercq automatically collects information regarding your use of the website. As such, Arno Declercq shall, for example, automatically log web pages you have consulted on our site, which web browser you use, which website you visited through which you have reached our website, and what your IP address is. It allows Arno Declercq to draw up statistics regarding the use of the website and to send more targeted communication. Arno Declercq also collects information via cookies: the description can be found in a separate cookie policy.

How do we collect your personal data?

- Subscribing to a newsletter
- Visiting the website
- Completing website forms
- Incoming and outgoing correspondence with Arno Declercq through our online channels (social media, website, chatbot, ...)
- Requesting a quote
- The exchange of business cards

How do we use and process your personal data?

We may process all categories of personal data in order to comply with legal and regulatory requirements.

For all personal data related to our customers and subcontractors we act in accordance with our legitimate interest and our contractual relations. In such cases we process personal data for:

- If you give consent to receive information, we will process your data for sending targeted marketing and advertising, updates and promotional offers. If you do not want to receive any publicity at all, you can at any time exercise your right to object to direct marketing.
- To conduct customer satisfaction studies, surveys and market research
- To draw up a quote
- To perform our contracts duly and properly (administration, issuing invoices, collecting payments)
- For pursuing the correct follow-up of our applicants, we process your personal data to evaluate during the hiring process.

Arno Declercq will never sell your personal data. We do not rent or sell your data to third parties for their own use, unless you give your consent.

How long do we store your personal data?

Unless a longer storage period is required or justified (i) by the law or (ii) through compliance with another legal obligation, Arno Declercq shall only store your personal data for the period necessary to achieve and fulfill the purpose in question. Once that purpose no longer exists, we delete the data.

Your personal data will be held during the duration of our contractual relationship and up to 10 years thereafter.

Personal data of prospects will be held for a period of 5 years unless there has been a more recent contact with the prospect in which case a new 5 year period will start. Prospects can always request to have their personal data removed.

Personal data of applicants will be stored for a period of 2 years following the closure of the hiring process. Unless there is a specific consent of the applicant to remain in our database after this period of 2 years all personal data will be removed.

How do we secure your personal data?

We do our utmost to comply with the applicable Belgian Data Protection law and its implementation measures, supervised by the Belgian Privacy Commission. In accordance with the law, we take appropriate organizational and technical measures (e.g. policies and procedures, IT security measures, etc.) to ensure that personal data are secured against accidental loss or unauthorized disclosure. We also make contractual arrangements with suppliers or partners who process your personal data or to whom we communicate your information.

Where do we transfer your personal data to? (third parties)

Your personal data is used internally and won't be shared with third parties for commercial purposes, unless you give Arno Declercq explicit consent to do so. However, to guarantee an optimal experience, personal data might be shared with or disclosed to:

- Companies related to Arno Declercq in order to support our internal administrative business processes.
- Professional advisors, service providers and suppliers, who are authorized to use personal data only as necessary to provide services to Arno Declercq (IT providers,...).
- Other third parties for purposes to which you have consented.

Whenever we share your personal data internally or with third parties in other countries, we ensure the necessary safeguards are in place to protect it. In case of transfer to a country outside the European Economic Area whose local regime is considered as inadequate by the European Commission, Arno Declercq relies amongst others on:

- EU Model clauses, which are standardised contractual clauses used in agreements with service providers to ensure personal data transferred outside of the European Economic Area complies with EU data protection law. We may provide you with a copy of these clauses upon request;
- Data transfer that are necessary for reasons of public interests;

- Your explicit consent;
- Privacy Shield framework that protects personal data transferred to the United States.

What are your rights to privacy and how can you exercise them?

We maintain a high level of transparency about the data we use. You are entitled (in the circumstances and under the conditions, and subject to the exceptions, set out in the applicable law) to:

Request access to the personal data we process about you: this right entitles you to know whether we hold personal data about you and, if we do, to obtain information on and a copy of that personal data.

Request a rectification of your personal data: this right entitles you to have your personal data be corrected if it is inaccurate or incomplete.

Object to the processing of your personal data: this right entitles you to request that Arno Declercq no longer processes your personal data.

Request the erasure of your personal data: this right entitles you to request the erasure of your personal data, including where such personal data would no longer be necessary to achieve the purposes.

Request the restriction of the processing of your personal data: this right entitles you to request that Arno Declercq only processes your personal data in limited circumstances, including with your consent.

Request portability of your personal data: this right entitles you to receive a copy (in a structured, commonly used and machine-readable format) of personal data that you have provided to Arno Declercq, or request us to transmit such personal data to another data controller.

To the extent that the processing of your personal data is based on your consent, you have the right to withdraw such consent at any time by either clicking the unsubscribe link you will find in our e-mail communication, or by addressing your request to privacy@arnodeclercq.com. Please note that this will not affect our right to process personal data obtained prior to the withdrawal of your consent, or its right to continue parts of the processing based on other legal bases than your consent.

When you wish to exercise any of your rights, you can contact us at privacy@arnodeclercq.com, this is your primary point of contact in relation to privacy matters. We may charge a fee for administrative costs if a request is manifestly unfounded or excessive, in particular because of the repetitive character. Arno Declercq will properly answer to your request within one month we received your request.

Arno Declercq will need to verify your identity in as much detail as possible, in case someone else tries to exercise your rights. You may therefore be asked to provide additional information to confirm your identity when making such a request.

How can you submit a complaint?

If you feel that the privacy statement isn't respected as it is described, do not hesitate to contact us via info@arnodeclercq.com.