

NextChapter

General terms and conditions Next Chapter

INTRODUCTION

These General Terms and Conditions ("Terms") apply to any offer, quotation, or agreement between Next Chapter and its customers, without prejudice to the application of any special conditions included in a separate written agreement. In case of conflict between these Terms and any separate written agreement, the provisions of the separate written agreement shall prevail.

Acceptance of these Terms also implies that the customer fully waives the application of their own general terms and conditions. If one or more provisions of these general terms and conditions were to become invalid, the remaining provisions of these general terms and conditions shall remain in force. In such a case, the parties shall consult to agree on replacement provisions, taking as much as possible the purpose and intent of the original provision into account.

SERVICE AND LIABILITY

Unless otherwise agreed, all our commitments are obligations of means. Although Next Chapter will perform and/or deliver its services to the best of its knowledge and ability, Next Chapter provides no guarantee regarding the outcome. The specific content of the service/assignment can be determined through one or more separate agreements between Next Chapter and the customer.

Next Chapter solely commits to exerting efforts to achieve a certain result. However, this result is not guaranteed. Next Chapter is obligated to provide the efforts that can reasonably be expected from a prudent and cautious person. Failure to achieve the result does not automatically render Next Chapter liable. It is up to the Customer to prove that Next Chapter has not provided the efforts that can reasonably be expected from a reasonable and professional party.

Next Chapter can only be held liable for its intentional fault, and not for any negligence on the part of an influencer. Next Chapter shall only be liable for actual and proven damages arising from the obligations set forth in the agreements concluded with Next Chapter, to the exclusion of any other implicit or unwritten obligations. Next Chapter is not liable for indirect damages such as, but not limited to, commercial or financial losses, loss of profits, or loss of clientele. In any case, the compensation that may be due by Next Chapter is always limited to the amount invoiced and received by Next Chapter for the relevant assignment, except in cases of deceit or fraud.

Customers have two revision rounds regarding the content created by Next Chapter (or the influencers) as part of the assignment. However, this review opportunity does not apply to so-called barter deals.

Any objections regarding the quality of the services provided must be reported promptly and within 8 days after the delivery of the services to Next Chapter. Payment of the invoices equates to the acceptance of the services included and invoiced therein.

QUOTATIONS

The prices used by Next Chapter may be updated regularly. For the most recent rate card, the customer must always request a quotation. The customer cannot claim rights based on previously communicated rates.

All quotations from Next Chapter are based on the information provided by the customer. The customer warrants that they have provided, to the best of their ability, all essential information necessary for the planning, execution, and completion of the assignment. The customer shall timely provide Next Chapter with all documents, information, and contacts necessary for the proper execution of the assignment.

The quotations made by Next Chapter are non-binding and valid for 30 days unless otherwise indicated. Next Chapter is only bound by the quotations if their acceptance is confirmed by the customer in writing and within 30 days, unless otherwise indicated or agreed upon. Next Chapter reserves the right to revoke the offer within 3 working days after its acceptance by the customer.

The prices in the mentioned quotations are always exclusive of VAT, other government levies, and other costs incurred for the assignment, such as shipping and administrative costs, unless otherwise indicated or agreed upon in writing.

If the acceptance deviates from the offer included in the quotation, Next Chapter is not bound by it. The assignment is not concluded according to this deviating acceptance unless Next Chapter indicates otherwise.

In the case of oral (or telephone) changes to the assignment by the customer without written confirmation, the risk of implementing the changes lies with the customer. Any additional costs associated with the changes communicated orally or in writing by the customer regarding the original assignment are fully borne by the customer.

PAYMENT

The amount of the invoices is always payable within 30 days from the invoice date, unless otherwise agreed upon in writing, in the currency indicated by Next Chapter and in the specified manner.

Each invoice is deemed accepted unless protested by registered letter within 8 days from the invoice date. In the absence of a response within the aforementioned period, the customer is deemed to agree to the invoicing and cannot revoke it.

In the event of late payment, default interest shall be due automatically, without any formal notice, at a rate of 1% per month on the outstanding amounts from the invoice date, as well as a lump sum compensation of 10% on the outstanding amounts due, with a minimum of 150.00 euros per invoice.

In case of non-payment within the agreed timeframe, Next Chapter reserves the right to immediately suspend the services until payment of all outstanding debts.

All resulting costs incurred from this action are borne by the customer.

MODIFICATION OF THE ASSIGNMENT

The customer accepts that the timing of the assignment may be affected if the parties decide to change the approach, method, or scope of the assignment and the resulting activities during the course of the project. In the event that changes are made by the customer during the execution of the assignment, Next Chapter will make the necessary adjustments as requested by the customer. Next Chapter may charge the customer for any additional costs incurred due to changes in the assignment.

TERMINATION OF AGREEMENT

If the customer fails to fulfill an obligation as stipulated in the agreement, Next Chapter has the right to suspend all agreements between the customer and Next Chapter until the customer has fulfilled all obligations, or to terminate these agreements due to default without prior notice, without any right to compensation or refund from the customer.

In such cases, the customer is automatically liable, without any formal notice, for default interest on the outstanding amounts at a rate of 1% per month from the invoice date, as well as a lump sum compensation of 10% on the outstanding amounts due, with a minimum of 150.00 euros per invoice.

In case of liquidation, bankruptcy, payment suspension, or application of the legislation on business continuity of the customer, Next Chapter is entitled to demand immediate payment of all outstanding claims without notice, as well as to suspend and/or terminate the agreement until payment of all outstanding amounts or fees.

If the customer terminates the agreement prematurely, the customer is not entitled to a refund of any prepaid portion. Upon termination of the agreement by the customer, the customer is also liable for a lump sum compensation amounting to 15% of the value of the order, with a minimum of 100.00 euros, subject to Next Chapter's right to claim actual (higher) damages.

INTELLECTUAL PROPERTY

Next Chapter retains copyright and all other intellectual property rights to everything developed by Next Chapter, before or during its assignment, including its systems, methodologies, software, and know-how.

CONFIDENTIALITY

The parties acknowledge that, in the context of executing their agreement, they will become privy to confidential information. They undertake to use this confidential information solely for the proper execution of this agreement, to keep it confidential, and not to disclose it to any third party.

PRIVACY & PUBLICITY

Next Chapter has established a specific Privacy Policy for the processing of personal data, the full text of which is available to read on the Next Chapter website.

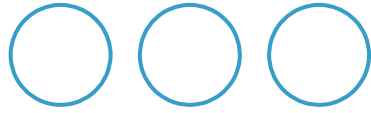
The customer confirms that they are aware of the Privacy Policy and agree to its contents by accepting these General Terms and Conditions.

To the extent necessary, the customer agrees that Next Chapter may use personal data of its representatives, employees, and directors for the provision of its services. The customer guarantees that they have obtained consent from the individuals whose personal data is being processed.

Next Chapter is authorized to publicize its services to the customer through the media or otherwise to the public or third parties. Next Chapter may always disclose who its customers are, without delving into the content of the services provided.

APPLICABLE LAW

All disputes between the parties concerning agreements subject to these general terms and conditions fall under Belgian law and are exclusively within the jurisdiction of the courts of the judicial district of West Flanders, division Bruges.



Let's Talk?

Contact us!

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[Privacy Policy](#)