

General invoicing terms

All our quotes, order forms, agreements and invoices are subject to the terms and conditions of A House of Gems. The client received them before the agreement was concluded; they can always be consulted and downloaded at www.ahouseofgems.com/en/terms. These invoicing terms summarise the main payment rules. In case of any difference, the full terms and conditions prevail. The client's own terms do not apply.

1. Payment

Invoices are payable within 14 days of the invoice date, to the account and with the structured reference stated on the invoice, unless the invoice states another term. A business client may not set off its payments against, or suspend them because of, any counterclaims.

2. Late payment by a business client

If payment is not made by the due date, late-payment interest is due automatically and without notice of default under the Belgian Act of 2 August 2002 on combating late payment in commercial transactions, plus a fixed compensation of 10% of the unpaid amount, with a minimum of € 50, which includes the statutory compensation of € 40.

3. Late payment by a consumer

After a first free reminder granting a term of at least 14 calendar days, the following are due: late-payment interest equal to the reference rate of the Act of 2 August 2002 plus 8 percentage points, and a fixed compensation of € 20 for a balance up to € 150, € 30 plus 10% on the part between € 150.01 and € 500, or € 65 plus 5% on the part above € 500, with a maximum of € 2,000 (Book XIX Code of Economic Law). If we fail to meet our obligations, we pay the consumer compensation under the same scheme.

4. Suspension and retention of title

In case of non-payment we may, after written notice, suspend all ongoing assignments, including a scheduled performance; all other outstanding invoices then become immediately due. Delivered goods, print and files remain our property until paid in full.

5. Complaints

The client reports complaints about an invoice in writing, with reasons, within 8 days of receipt. A complaint does not suspend payment of the undisputed part. For consumers, the statutory periods apply.

6. Cancellation

On cancellation, the fees in the terms and conditions are due: for bookings and events 25% up to more than 90 days before the date, 50% from 90 to 31 days and 100% from 30 days before the date; for creative assignments the work delivered plus 20% of the unperformed part.

7. Applicable law and disputes

Belgian law applies. The courts of the judicial district of Antwerp, Antwerp division, have jurisdiction, without prejudice to consumers' rights. In case of differences between languages, the Dutch text prevails.