

**Terms and Conditions of sale.**

*In using this website and ordering the book, you are deemed to have read and agreed to the following terms and conditions:*

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Burtsaiizz Pub's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to Burtsaiizz Pub. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of Birtsaiizz Pub's stated services/products, in accordance with and subject to, prevailing Dutch Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

**Privacy Statement**

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. The Dutch parliament has created specific offences for unauthorised actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible

**Confidentiality**

Client records are regarded as confidential and therefore will not be divulged to any third party, other than [and if] legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all client records we keep, on the proviso that we are given reasonable notice of such a request. We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

**Disclaimer Exclusions and Limitations**

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Birtsaiizz Pub's literature; and excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages. This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

**Payment**

Cash or Personal Cheque with Bankers Card, all major Credit/Debit Cards, Bankers Draft or BACS Transfer are all acceptable methods of payment as provide by "PayPal". Our Terms are payment in full when the book is ordered. All goods remain the property of the Company until paid for in full. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via collection Agencies and/or through the Small Claims Court in the event that the outstanding balance does not exceed £3000. In such circumstances, you shall be liable for any and all additional administrative and court costs. Returned cheques will incur a€ 25,00 charge to cover banking fees and administrative costs. In an instance of a second Returned cheque, we reserve the right to terminate the arrangement and, if agreed to, we shall insist on future cash transactions only. Consequently, all bookings and/or transactions and agreements entered into will cease with immediate effect until such time as any and all outstanding monies are recovered in full.

**Cancellation Policy**

Minimum 24 hours notice of cancellation required. Notification for instance, in person, via email, mobile phone „text message“ and/or fax, or any other means will be accepted subject to confirmation in writing. We reserve the right to levy a € 30,00 charge to cover any subsequent administrative expenses.

No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway.

**Availability**

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**Links from this website**

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**Copyright Notice**

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This Burtsaiizz Pub“s logo is a registered trademark of this Company in the Netherlands and other countries.

**Communication**

We have an e-mail address for queries. This address and other contact information can be found on our “Contact Us” link on our website or via Burtsaiizz Pub“s stated mobile telephone numbers.

Burtsaiizz Pub is registered in the Netherlands at the Chamber of Commerce under file number 04078422. Driegraas 21, 9302 GD Roden.

**Force Majeure**

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

**Waiver**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

**General**

The laws of The Netherlands govern these terms and conditions. By accessing this website [and using our services/buying our products] you consent to these terms and conditions and to the exclusive jurisdiction of the Dutch courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of Burtsaiizz Pub to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

**Notification of Changes**

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

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