



General Terms and Conditions - GUSTON

Agile bv · Aalstersesteenweg 174 · 9400 Ninove · BE0834.185.845

Art. 1. Definitions

For the purposes of these General Terms and Conditions:

GUSTON: GUSTON, part of Agile bv, established at Aalstersesteenweg 174, 9400 Ninove, registered with the Belgian Crossroads Bank for Enterprises under number 0834.185.845, VAT number BE0834.185.845.

Customer: any natural person or legal entity requesting a quotation, entering into an agreement or purchasing services from GUSTON.

Consumer: any natural person acting for purposes outside their trade, business, craft or professional activity.

Professional customer: any customer acting in the course of their trade, business, craft or professional activity.

Event: the party, corporate event, private event, festival or other occasion for which GUSTON provides catering and/or food truck services.

Art. 2. Applicability

These General Terms and Conditions apply to all quotations, reservations, agreements, deliveries and services provided by GUSTON. Deviations apply only if expressly accepted by GUSTON. If any provision is null or unenforceable, the remaining provisions remain in full force and effect.

Art. 3. Quotations

All quotations issued by GUSTON are valid for 30 calendar days from their date unless another validity period is specified. A quotation does not itself constitute a definitive reservation of the date. The services, menu, number of guests, location, price and any special conditions are specified in the quotation. Transport, travel or other costs known in advance are stated where applicable. Consumer prices are communicated inclusive of VAT in accordance with applicable law.

Art. 4. Conclusion of the agreement and reservation

The reservation becomes definitive only after GUSTON has received the agreed deposit of 50% of the total price. Until the deposit is received, GUSTON is under no obligation to reserve the requested date definitively. By paying the deposit, the customer confirms the reservation and accepts the quotation and these General Terms and Conditions.

Art. 5. Payment and invoicing

Upon confirmation, a deposit of 50% of the total agreed price is due. The remaining 50% must be paid within 5 business days following dispatch of the invoice. Payments must be made according to the details stated on the GUSTON invoice.

5.1. Late payment by a consumer

The mandatory provisions of Book XIX of the Belgian Code of Economic Law apply. GUSTON first sends a free reminder. After the legally required waiting period of at least 14 calendar days, default interest and/or fixed compensation may be charged if the statutory conditions are met. Compensation is limited to €20 up to €150; €30 plus 10% on the portion between €150.01 and €500; €65 plus 5% on the portion above €500, with a statutory maximum of €2,000. Interest is limited to the statutory maximum.

5.2. Late payment by a professional customer

Statutory commercial late-payment interest is due automatically and without prior notice from the day following the due date. Fixed compensation of €40 for recovery costs is also due. For the second half of 2026, the statutory rate is currently 10.5%; the statutory rate applicable at the relevant time always prevails.

Art. 6. Cancellation by the customer

If the customer cancels:

- more than 14 calendar days before the event: 50% of the total agreed price;
- from 14 up to and including 7 calendar days before the event: 75%;
- less than 7 calendar days before the event: 100%.

Any deposit already paid is deducted from the cancellation charge. This arrangement takes account of reservation of the date, preparation, staff planning, organisation and the loss of the opportunity to accept other assignments.

Art. 7. Cancellation by GUSTON

If GUSTON cannot perform the agreed services for reasons attributable to GUSTON, amounts already paid for services not performed will be refunded. For consumers, where cancellation constitutes a contractual breach and is not due to force majeure, equivalent protection applies under mandatory Belgian rules on reciprocal compensation clauses. Where possible, GUSTON may propose a new date or suitable alternative in consultation with the customer.

Art. 8. Final number of guests

The final number of guests must be communicated to GUSTON no later than 7 calendar days before the event. This number is the minimum used to calculate the final price. A reduction after this deadline does not reduce the agreed price. An increase is possible only with prior confirmation by GUSTON and where practically feasible. Confirmed guests who do not attend remain fully chargeable.

Art. 9. Menu and changes

The agreed menu and scope of services are stated in the quotation. Changes or additions are possible only insofar as GUSTON can accommodate them. Additional costs resulting from a customer-requested change may be charged separately. GUSTON is not required to accept late changes.

Art. 10. Allergens, food intolerances and dietary requirements

The customer is responsible for providing complete and timely information on all known allergies, food intolerances and specific dietary requirements no later than 7 calendar days before the event. GUSTON provides allergen information on request. The customer is responsible for communicating it correctly to the guests concerned. Specific adaptations require prior confirmation. Despite careful working practices, cross-contact with allergens cannot be completely excluded. GUSTON is not liable for consequences of incorrect, incomplete or late information provided by the customer.

Art. 11. Location and facilities

The customer must ensure that the location is safely accessible in good time and that sufficient space is available for positioning, operation, service and safe access to the food truck. Suitable electricity and water supplies are required. Specific technical requirements are communicated in advance by GUSTON. The customer must also provide suitable parking and operating space and obtain any permits for which the customer or organiser is responsible.

Art. 12. Additional hours and waiting time

Additional hours and waiting time caused by the customer, including a late start, delays or an extension of the agreed duration, are charged separately at €40 per staff hour for each staff member deployed. Time is charged per commenced 15-minute period. An extension is possible only if GUSTON agrees and the relevant staff are available.

Art. 13. Force majeure

Force majeure means any unforeseeable or reasonably unavoidable circumstance beyond the reasonable control of GUSTON which temporarily or permanently prevents performance. GUSTON may suspend performance or terminate the agreement in whole or in part. No additional compensation is due in the event of force majeure. Where possible, a new date or suitable alternative may be proposed. Amounts relating exclusively to services definitively not performed are refunded insofar as required by applicable law.

Art. 14. Liability

GUSTON is not liable for damage directly resulting from incorrect, incomplete or late information provided by the customer, nor for failures resulting from circumstances for which the customer is responsible, including the absence of agreed electricity, water, access, parking or operating space. No provision limits or excludes GUSTON's liability where such limitation or exclusion is prohibited by law.

Art. 15. Consumers' right of withdrawal

Where a consumer remotely books a catering or food truck service for a specific date or period, the consumer is in principle not entitled to the ordinary statutory 14-day right of withdrawal. The customer is informed of this before conclusion of the agreement. This follows from the exception for catering services on a specific date or period under Book VI of the Belgian Code of Economic Law.

Art. 16. Complaints

Complaints regarding the services must be reported to GUSTON as soon as possible after discovery, with a clear description of the issue. GUSTON will investigate promptly and endeavour to find an appropriate solution. This does not affect consumers' mandatory statutory rights.

Art. 17. Intellectual property

The GUSTON trade name, logo, graphic elements, texts, menu concepts and other materials developed by GUSTON remain, insofar as intellectual property rights apply, the property of GUSTON or the relevant rights holder. They may not be reproduced or used commercially without permission.

Art. 18. Applicable law and disputes

The agreement between GUSTON and the customer is governed by Belgian law. The parties first attempt to resolve disputes amicably. For consumers, the competent court is always determined by mandatory legal provisions. Disputes between GUSTON and professional customers are subject to the courts having jurisdiction under Belgian law.

Art. 19. Contact details

GUSTON - part of Agile bv
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