



# Rental Terms and Conditions

V2014-01

## Quotation, availability and booking

All quotations by Stagelight serve as a no-obligation specification and are subject to availability of the offered materials unless there is indicated in writing that the materials will be kept in option for the customer until a specified date. After the expiry of this date no claim can be made on the availability of the offered materials. Once the customer confirms to agree to a quotation the availability of the materials will be checked by Stagelight. After checking Stagelight will send a confirmation of the equipment which is reserved on behalf of the customer. The tenant is always responsible for the correct substance of his order; If certain materials are not included in the order which are necessary for the functioning of other materials, at all times it remains the responsibility of the tenant, unless agreed otherwise in writing. All quoted prices are nett, ex warehouse and taxes (VAT) are not included.

## Pick up and return

Rental equipment can be collected by the customer at the Stagelight warehouse on the first day of the rental period from 12.00 p.m. unless otherwise agreed in writing.

Rental equipment must be returned by the customer at the Stagelight warehouse (at normal opening hours) before 10.00 a.m. on the day following the last day of the rental period, unless otherwise agreed in writing.

If agreed that Stagelight facilitates the transport the client has to ensure that he or she is present at the agreed time at the delivery address in order to receive cq. return the materials. Any waiting time will be charged to the client.

## Delivery

The materials are packed with the utmost care by Stagelight. The tenant should however at all time check himself whether the delivery is complete. By signing the delivery note or rental agreement, the tenant expressly declares to have received all materials specified. If later is claimed that certain items have not been delivered Stagelight cannot be held liable for that.

## ID/Authorisation

The person who collects the rental materials must provide proof of identity by means of a valid driver's license, identity card or passport. If the materials are rented in the name of a company or other legal entity, the person who collects the materials must show written proof that he/she is authorised to collect these materials on behalf of that company or legal entity.

## Deposit

Before a tenant can collect the equipment a deposit must be paid in cash. This deposit is calculated by Stagelight based on the rental fee and the value of the rented materials.

After returning the equipment will be checked by Stagelight. After that the deposit, minus the rental fee, tax and cost of any damages, will be refunded.

## Payment

All payments shall be made in cash or by pin-card by delivery, unless agreed otherwise. If payment afterwards (delivery on account) is agreed, the total amount of the invoice must be paid by the customer (tenant) within the number of days stated in the payment terms on the invoice. In case of excess of this term Stagelight is entitled to charge additional collection costs plus statutory interest.

## How to transport and return the equipment

The materials must be transported and returned in the same way and condition as they were delivered. This means clean and safely packed in the supplied flightcases, racks or dollies. All cables must be clean (without tape remains!), rolled and bundled per piece.

In case the rented materials are returned to late, defective, incomplete or not clean additional costs (for replacement, repair or cleaning) will be deducted from the deposit. If the additional costs exceed the amount of the deposit the excess will be charged to the customer.

## Spare parts

Stagelight can deliver spare parts along with the rented equipment. The use of these spare parts is free of charge unless the initial cause of the malfunctioning of the equipment was due to too high voltage or careless acting of the tenant. Broken parts or equipment (including lightbulbs!) must always be returned to Stagelight. Not returned broken parts will be charged without exception.



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### **Failure Reports**

In case of malfunctioning of the hired equipment the customer must contact Stagelight. If the office is closed Stagelight can be reached on our 24/7 service line 0031-(0)73-6442724.

Our service technician will try to resolve the problem first by means of telephone support.

If necessary he can decide, in consultation with the customer, to provide further support on location or deliver replacement equipment. If the problem appears to be caused by failure of the materials delivered by Stagelight this will be free of charge.

If the malfunction is caused by third-party equipment, too high voltage or resulting from improper handling of the tenant extra costs will be charged.

If a malfunctioning is not reported directly to our service line it can never lead to any compensation or discount afterwards.

### **Expertise of tenant**

The tenant is supposed to be properly skilled and must have the knowledge to use and operate the hired equipment in a safe and responsible way. If a Stagelight service technician is called in for a problem that isn't caused by a failure in the equipment but is due to wrong connections, improper programming or setup errors by the tenant, additional costs will be charged to the customer.

### **Operating Limitations**

The rented materials may not be used or transported outside the Netherlands without written permission of Stagelight.

The rented materials may not be rented out, leased to, or otherwise given in use to other parties without written permission of Stagelight.

### **Cancellation**

In case of cancelling a confirmed quotation or other contractual reservation this must be done in writing by the customer. In such case Stagelight has the right to charge a cancellation fee, which will be calculated depending on the time between the moment Stagelight receives the written confirmation of the cancellation and the moment the rental period should have started.

If this is 14 days or more the cancellation fee is 25% of the total amount of the quotation.

If this is between 14 and 4 days the cancellation fee is 50% of the total amount of the quotation.

If this is 4 days or less the cancellation fee is 75% of the total amount of the quotation.

In case the actual costs as result of the cancellation exceed these calculated amounts, Stagelight reserves the right to charge the actual costs.

### **Insurance and damage**

From the moment the rented materials leave the Stagelight warehouse until they are returned there, the tenant is responsible for them and is liable for all financial loss due to theft, loss or damaging of the equipment.

Therefore tenant is obliged to take out proper insurance.

However, as long as the equipment is under guidance of Stagelight staff it is insured for common risks by our own insurance. Theft between 20.00 p.m. and 07.00 a.m. is never covered unless the equipment was stored or mounted in a closed building at the time of the theft and there is visible damaging to the outside of that building.

In all cases, there is a deductible ("own risk") of € 2500,-.

In general the tenant is liable for all financial loss caused by theft, loss or damage if -and as far as- this is not covered by our insurance.

### **Liability**

Stagelight has insurance for civil liability for damage to property and physical harm of people. Stagelight cannot be held responsible for any consequential damages resulting from incorrect or late delivery, as well as not properly or not in time functioning of its equipment or its employees. Should in any case however be agreed upon compensation then at all times the liability and the amount of compensation is limited to 100% of the equipment-rental-fee for the concerning delivery, as specified in the quotation.

### **Creative ownership**

All our creative and technical ideas, concepts and interpretations remain property of Stagelight at all times.

Therefore all drawings, visuals and descriptions supplied by Stagelight are protected by copyright laws and may not be used by any other party without our written permission.

### **General**

These Rental Terms and Conditions are an integral part of all rental transactions by Stagelight Verhuur b.v. located in 's-Hertogenbosch Netherlands. These terms are formulated in an on a daily practice oriented manner. In cases where these conditions do not provide (sufficient) clarity the General Terms and Conditions of Stagelight Holding b.v. (Algemene Voorwaarden van Stagelight Holding b.v.) as filed at the Chamber of Commerce in Eindhoven are applicable. At your request you will be sent a hardcopy or you can download it from our website [www.stagelight.nl](http://www.stagelight.nl).