

Terms and Conditions BRNL 2024

Rules

- All rental prices as stated on the website are for the rental use of the equipment per day excluding VAT, unless mentioned otherwise. For several days, a staff discount applies.
- The Cliënt adds the number of the invoice to the payment.
- The Cliënt needs to be able to identify him/herself with the use of a passport, ID-card or drivers license during the delivery and/or pick-up of the equipment.
- A business company or union needs to be able to present an excerpt from the Chamber of Commerce, the excerpt cannot be older than one year.

General Rental Conditions

1. Definitions

In these Terms and Conditions the following terms have the following meaning:

Contractor: Backline Rental Nederland

Cliënt: The natural or legal person who rents equipment on the basis of an agreement, buys equipment or uses the services from the Contractor for a specific period.

Equipment: All (electronic) devices in the field of audio, visual and light techniques. As such, musical instruments, music installations and/or other devices that are made available by Contractor. For example, accessories, cables, packaging materials and installation materials.

Agreement: Every mutual acceptance, confirmed in writing or by email about a buy and/or rental of equipment and/or services provided from Contractor to Cliënt.

Third parties: All parties but Backline Rental Nederland and Cliënt.

Article 2. Identity of the Entrepreneur

Backline Rental Nederland

Address: Kabelweg 70, 2371 DX Roelofarendsveen
Telephone: +31(0)85 1302 415
Website: www.backlinerentalnederland.nl
Email: info@backlinerentalnederland.nl
COC number: 2811469858
VAT number: NL001980114B81
Account number: NL21 RABO 0149 0569 58
SWIFT/BIC: RABONL2U

Version: 2-10-2024

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Article 3. Applicability of the Terms and Conditions

3a. These Terms and Condition are applied to every offer, service and agreement between Cliënt and Contractor concerning all rental equipment and services from the Contractor.

3b. The Cliënt agrees with the Terms and Conditions by signing the agreement.

3c. The Contractor explicitly rejects the application of possible general Terms and Condition from the Cliënt.

3d. If any of these Terms and Conditions has been or will be declared invalid, the other Terms and Conditions will remain active. Cliënt and Contractor will together determine the new Terms and Conditions that replace the Terms and Conditions that have been or will be declared invalid, whereby the purpose and intent of the original Terms and Conditions will be preserved as much as possible.

3e. The Contractor is authorized to make changes to the Terms and Conditions at all time, taking into account, the Cliënt is notified by publicing the Terms and Conditions on the Contractors website. It Should be noted that these adjustments and modifications do not affect contracts concluded between Cliënt and Contractor.

3f. Dutch law applies to all quotations, services, offers and agreements for all Cliënts who are based in the Netherlands. European law applies to all quotations, services, offers and agreements for all Cliënts who are based in the Netherlands.

4. Rental

4.1 Applicability

The Terms and Conditions as written in article 3, including its subconditions, apply to activities that are related to the rental of equipment and services related tot this rental in the broadest sense of the word.

4.2 Rental/service agreement

A rental and/or service agreement will be established by the Contractor and will be signed by Cliënt and Contractor. Both parties agree upon the rental and possible including services, the rental period and the costs by signing the agreement. This agreement could take the form of an digital approved offer and is binding according to the Terms and Conditions, unless exceptions in this agreement are added to an article form the Terms and Conditions. Cliënt is obligated to sign the agreement before the rental period starts. The agreement can be sined at the pick-up of the equipment, after which the rental period starts.

4.3 Invoicing

Besides the agreement, an invoice will be established by the Contractor including the Cliënts invoice information, specifications, pricing, total costs, VAT and date. The payment is made according to the Payment Conditions as stated in article 4.5b.

4.4 Rental period

The minimum rental period of the equipment is 24 hours. The rental period starts at the time when the equipments leaves the visiting adress of the Contractor and ends the moment the rented equipment arrives at the visiting adress of the Contractor, according to the agreement unless otherwise agreed in writing.

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4.5 Tariffs & Payment

4.5a. The Cliënt is deemed to have knowledge about the used rental charges by Contractor and agrees with these charges in writing.

4.5b. Cliënt is required to pay in cash or transferable euro's before the start of the period, directly after the installment, at the delivery or at the pick-up of the equipment, unless otherwise agreed in writing. If the payment is based on an invoice, the payment term is 14 days after the end of the rental period as stated in the agreement, unless otherwise agreed in writing.

4.5c. The calculated Tariffs will be defined in an agreement or quotation established by Contractor. All prices are excluding VAT unless mentioned otherwise.

4.5d. Cliënt shall allow the Contractor to ask a deposit for the rented equipment.

4.5e. Changes in relative prices are preserved by Contractor, excluding the tariffs and prices as stated in agreements concluded between Cliënt and Contractor.er.

4.5f. If the Cliënt fails to make the payment before the payment term of 14 days, as stated in article 4.5a, after the end of the rental period, a reminder fee will be charged by the Contractor. The reminder fee amounts to €15,-. If the Cliënt, after notice of default, fails to do the payment of the claim, the Contractor could use a debt-collecting company to claim the payment. If so, the Cliënt is obliged to reimburse extrajudicial debt-collecting costs addition to the original amount due.

4.5g. Discounts are only valid for payment in cash and payments paid before the payment term as stated in article 4.5b. In case of non-compliance with the eligibility requirements, the discount will be canceled, unless otherwise agreed in writing.

4.6. Cancelling Conditions

4.6a. In case the Cliënt is willing to cancel the rental and/or services from Contractor after a signed contract by Cliënt and Contractor, the following Cancelling Conditions apply. If Cliënt cancels the signed agreement:

- before or on the seventh day before the start of the rental period, the cancellation will be free of charge;
- on the sixth, fifth, fourth or third day before the start of the rental period, the Cliënt is liable to pay 25% of the rental price as stated in the agreement;
- on the second day or later before the start of the rental period, the Cliënt is liable to pay the full rental price as stated in the agreement.

Cancellation must be done by telephone. If canceled in writing or by email, the cancellation is only valid if Cliënt received a written confirmation by Contractor.

4.6b. The Cancellation Conditions, as stated in article 4.6a, do not apply if otherwise agreed in writing.

4.6c. Cancellation of the agreement, delivery, installation, rental and other services by Contractor can only take place as a result of force majeure.

4.7 Identification

Prior to an agreement between Cliënt and Contractor, Contractor may ask the Cliënt to give the Cliënt's proof of identity by showing one or more legally valid identification document(s) to the Contractor, as well as a copy of a bank or giro statement not older than 14 days.

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4.8 Utility

The Cliënt shall use the equipment only for the purpose for which it was manufactured. The Cliënt will handle the equipment carefully and will also ensure adequate and secure storage. Cliënt is at all times obligated to provide a free access to the building, inherit or other place where the rented equipment is located, authorized for the Contractor, to inspect the current state of the equipment. The Cliënt is aware of way in which the equipment is used and acts accordingly. If necessary, the Contractor will explain the use of the equipment to the Cliënt.

4.9 Transportation

The transportation of the rented equipment in the packaging provided by the Contractor is entirely at the risk and expense of the Cliënt. The Cliënt is not permitted to remove any packaging-configured equipment from the package or change the packaging. The transportation of the rented equipment is entirely at the risk and expense of the Contractor when delivered and picked-up by the Contractor.

4.10 Operation

4.10a. The Cliënt is expected to satisfy him/herself the rented equipment from the Contractor is in good condition. By accepting the agreement, the Cliënt acknowledges to have knowledge of the functioning of the rented equipment and the equipment meets the purpose for which the cliënt rents the equipment.

4.10b. In the event a malfunction occurs in the rented equipment, the Cliënt must report this directly to the Contractor. The Cliënt is not allowed to resolve these malfunctions or make repairs to the rented equipment, unless otherwise agreed in writing. If the Cliënt fails to report the malfunction of the rented equipment directly to the Contractor, the Cliënt has full liability for any damage resulting therefrom.

4.11 Notice of default and compensation.

4.11a. If the Cliënt is not timely on the agreed place for the start of the rental period or the pick-up or return of the equipment at the visiting address from the Contractor, the Cliënt has full liability for any damage resulting therefrom. The total price of the agreed rental period must be paid at all times.

4.11b. The Cliënt is obligated to return the rented equipment to the visiting address of the Contractor the date on which the agreed rental period ends at the latest, unless the equipment will be installed or picked-up by the Contractor as agreed in writing between Cliënt and Contractor. If the Cliënt does not return the rented equipment on the end of the agreed rental period, for whatever reason, including malfunction of the equipment by any cause, the Cliënt is therefore in default without any further reminder or notice of default being required. In this case, the Cliënt will be liable, without prejudice to other relevant obligation towards the Contractor, to an additional compensation towards the Contractor.

If the Cliënt does not return the rented equipment to the visiting address of the Contractor the date on which the agreed rental period ends, the Cliënt will be liable to an additional compensation. This compensation contains the daily rental price of the equipment increased by 50% for each day the length of the agreed rental period is exceeded.

In the event of damage to the equipment, the Cliënt is liable to the costs of the recovery of the equipment as well as the daily rental price of the equipment increased by 50% for each day the equipment can not be used as a result of the recovery.

4.11c. If the Contractor, due to late return by the Cliënt and/or as a result of damage to the equipment, suffers from a greater amount of damage costs than the amount of the compensation as stated in article 4.11b, the Contractor has the right to claim the additional compensation from the Cliënt.

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4.12 Reporting obligation

In case of theft, loss or molestation damage of any kind during the rental period, the Cliënt is obliged to report this directly to the Contractor. In addition, the Cliënt shall, in the event of theft, loss or molestation damage, report this crime to the local authorities in which the crime has been committed and has to send a copy of the incident police report directly to the Contractor. If the Cliënt does not comply with the obligations as stated in this article, the Cliënt will be liable to compensate for all the costs and damages that are the result of the in above mentioned events.

4.13 Insurance

4.13a. The Cliënt declares, by signing the agreement, to have knowledge that the rented equipment by the Cliënt is not insured from the moment the equipment leaves the visiting address of the Contractor.

4.13b. The Cliënt must ensure a (full-coverage) insurance policy for the rented equipment against theft, loss and any other kind of damage during the entire rental period as agreed in writing.

If that is not the case, the Cliënt has full liability in case of theft, loss and damage of any kind during the entire rental period as agreed in writing. the insurance value of the rented equipment will be shared by Contractor upon written request of the Cliënt.

4.14 Damages

4.14a. The Cliënt will be liable to an additional compensation for any kind of damage to the equipment during the rental period, regardless of cause, insofar the reimbursement is not covered by the compensation for damages by the Cliënt.

4.14b The Cliënt is not allowed to attach supply stage elements by means of nails, screws, staples and such materials. If the Cliënt does not comply with the obligation as stated in this article, the Cliënt will be liable to compensate for all the costs and damages that are the result of the above mentioned events.

4.14c. The Contractor accepts no liability for damages whether material or intangible, direct or indirect, which arise as a result of malfunction or not performing as expected of the rented equipment or caused to persons or issues when working with or around the rented equipment.

4.15 Confidentiality & Privacy

4.15a. The Cliënt will not copy or display information concerning, the from Contractors rented equipment and/or designs and/or construction methods, which will be presented to the Cliënt during the installation and/or performance of the services from the Contractor to Third parties.

4.15b. The Contractor will never sell, rent or lend Cliënt's personal information and/or supplied material(s) to Third parties and treats all information as confidential, unless otherwise agreed in writing.

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