



## **SPECIFIC TERMS AND CONDITIONS OF RENTAL AND SERVICE – LIVELINE SPRL**

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### **ORDER CONFIRMATION:**

The receipt of the customer's purchase order or our signed quotation—whether signed electronically or manually by the client—or upon receipt of the deposit or prepayment, shall be deemed a confirmed order. It commits the signatory personally to the collection/delivery of the contracted equipment and/or services.

### **CONDITION OF EQUIPMENT:**

The renter acknowledges having received the equipment in perfect working condition.

The renter confirms full knowledge of how to use the rented equipment and undertakes to use it with due care and diligence.

The renter is strictly prohibited from modifying the equipment and agrees to return it clean and in perfect technical and cosmetic condition.

In the event of malfunction, only **LiveLine SPRL** (hereinafter referred to as "the lessor") is authorised to perform the necessary repairs.

Should such repairs be required due to gross negligence by the renter or as a result of an accident, the associated costs will be invoiced in addition to the rental charges.

The replacement of a defective part does not constitute grounds for cancellation or for any claim of damages or rental reduction.

### **DAMAGED EQUIPMENT:**

The renter shall bear all risks of loss or damage to the rented equipment, regardless of the cause, including all consequences resulting from its use towards persons or property—nothing shall be excluded.

The renter expressly waives any recourse against the lessor in this regard, regardless of the third party involved.

The renter is required to insure the rented equipment at its **full replacement value**, including all risks of theft, damage, breakage, third-party actions, or civil liability, without limit.

The rental contract remains valid and enforceable while awaiting repair or replacement of any stolen or damaged equipment.

In the event of a claim or theft, any indemnities from insurance companies shall be paid directly to the lessor.

Under no circumstances shall the lessor or their insurer be subject to depreciation-related deductions.

### **CLAIMS (LOSS/THEFT/DISPUTE):**

The renter must immediately notify the lessor in writing (by registered mail) if any part of the rented equipment:

- is seized by a third party (the renter must inform the seizing party that the equipment belongs to the lessor);
- is involved in an accident resulting in material damage or legal proceedings (civil and/or criminal);
- is requisitioned, borrowed or stolen, or suffers damage for any reason.

Legal defence costs and any consequences shall be borne solely by the renter. The renter must provide the lessor with all documents and details deemed necessary for legal action.

If the renter is not the owner of the premises where the equipment is located, they must provide the name of the owner or legal representative (lien holder, mortgagee, etc.) to whom any notices may be addressed.

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#### **LIVELINE SPRL**

**Siège social:**  
Rue de Strichon, 92  
B-1495 Villers La Ville  
BELGIUM  
RCN : 83827

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#### **TEL : +32 2 331 31 00**

E-MAIL : [info@liveline.be](mailto:info@liveline.be)  
WEB SITE : [www.liveline.be](http://www.liveline.be)  
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#### **FAX: +32 2 331 32 12**

**Stock :**  
Pieter Michiels straat, 31  
B-1601 Ruisbroek  
BELGIUM  
RCB:394907



#### **TAXES AND CHARGES:**

All taxes and charges related to the use of rented equipment shall be borne by the renter.

Any special authorisations required for certain equipment (e.g. pyrotechnics, HF frequencies, sound levels, etc.) are the sole responsibility of the renter and are presumed to be in proper order.

#### **LATE RETURN OF EQUIPMENT:**

Unless otherwise agreed by the lessor, any delay in returning the rented equipment—regardless of the reason—shall result in the equipment being deemed as **sold** and invoiced at its **full replacement value**.

#### **RETURN CONDITIONS:**

Any missing accessories upon return will be considered lost and invoiced at **new replacement value**.

Damaged items such as **lamps, LEDs, or speakers** will also be billed at replacement value.

All equipment must be returned in proper condition (e.g. cables rolled, equipment arranged correctly, etc.).

Failing that, labour costs for resetting the equipment will be invoiced at **€40/hour + VAT**.

#### **PAYMENT TERMS:**

All rentals are considered a **service to the client** and are payable **in full** unless otherwise agreed in writing.

Services are invoiced on the day of delivery and are payable immediately or in advance.

Unpaid amounts will incur **interest of 12% annually**, with a **minimum penalty of €200 per invoice**, starting from the invoice date without formal written notice.

#### **SECURITY DEPOSIT:**

A **minimum deposit of €200 in cash** is required for all rentals.

The deposit will only be returned after a complete inspection confirms the equipment is in perfect working and cosmetic condition, and after **full payment** of the invoice.

#### **TECHNICAL OBSTACLES OR INSUFFICIENT CONDITIONS:**

If the client fails to provide **adequate technical or safety conditions** for the proper use and protection of the equipment, or if the environment does not meet the specifications agreed in the contract, the lessor reserves the right **not to perform the services**. In such case, the client may not invoke unilateral termination or compensation.

If the lessor is prevented from delivering services due to technical issues (e.g. breakdowns, accidents, force majeure), the lessor reserves the right to **appoint a third-party company** of their choice to carry out the services under the same technical conditions.

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### **CONTRACT TERMINATION:**

The parties may only be released from their contractual obligations without indemnity in cases of **force majeure**, including: war, political unrest, natural disasters, earthquakes, epidemics, or governmental restrictions that render execution of the contract impossible despite all reasonable efforts.

A **termination fee** may be claimed from the party responsible for terminating the contract in the following cases:

a) **Medical incapacity of the client:** Partial or total incapacity shall not be considered force majeure if it does not directly prevent the execution of the event for which the equipment is rented. A medical certificate must be presented. The lessor reserves the right to request verification by a medical professional of their choice. If the client refuses such examination, the claim of force majeure is void.

b) **Unilateral cancellation** (not related to force majeure): The following indemnities shall apply:

- 10% of the total quote for cancellations **up to 30 days** before the start of the service/rental.
- 25% for cancellations **between 29 and 15 days** before the start date.
- 50% for cancellations **between 14 and 8 days** before the start date.
- 75% for cancellations **between 7 days and the day before** the start date.
- 100% if cancelled **on the day or during the rental/service**.

### **CONSIGNMENTS:**

All rental terms also apply to **consignment agreements**.

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