Terms & Conditions

1. Applicability These general rental conditions (hereinafter referred to as GTC) apply to all rental agreements concluded by Aventix BVBA with tenants and relate to the equipment referred to in these general terms and conditions, unless expressly agreed otherwise.
2. Definitions In these GTC the following is understood to mean:
Landlord: Aventix BVBA in Assebroek
Renter: the natural or legal person who rents equipment from the lessor based on an agreement for a certain period.
Equipment: all (electrical) equipment in the field of audio-visual and lighting technology, as well as other items that the lessor makes available for rental, as well as all accessories, cabling and packaging materials associated with the aforementioned items.
3. Rental period the equipment is rented out for a certain period of at least 1 day or 24 hours. The rental period commences at the time when the equipment rented in accordance with the agreement leaves the lessor's warehouse and ends at the time when the rented equipment returns to that warehouse, unless otherwise agreed in writing.
4. Rates The tenant is expected to know the rental rates used by the landlord and to agree to them. The tenant must pay the rent in full in cash before or at the start of the rental period, unless otherwise agreed in writing.
5. Cancellation 5.a. If the tenant has taken an option with the landlord on equipment to be rented and subsequently wishes to refrain from renting it, the following cancellation provisions apply. If the tenant cancels the intended lease,
earlier than on the thirtieth day before the start of the rental period, cancellation can be made free of charge; earlier than on the fifth day before the start of the rental period, the tenant owes 25% of the rental price; later than the fifth day before the start of the rental period, the tenant owes the full rental price. 5.b. The cancellation provisions mentioned above under 5.a only apply to the standard rental package. Cancellation of entire productions/events to be provided by Aventix BVBA is exclusively subject to the Special Provisions attached to these GTC and forming one whole with it.
6. Identification obligation Before entering the lease with the tenant, the landlord can oblige the tenant to identify himself by showing the landlord one or more legally valid proof of identity.
7. Use The lessee will only use the equipment for the purpose for which it was manufactured. The tenant will handle the equipment with due care and will also ensure appropriate and safe storage. The lessee is always obliged to provide free access to buildings, yards or other places where the leased equipment is located to a person authorized by the lessor in order to have the condition of that equipment inspected.
8. Transport The lessee transports the equipment rented by him in the packaging provided by the lessee from the warehouse entirely at his own expense and risk.
9. Operation 9.a. The lessee declares to ensure that the equipment is delivered to him in good condition ex warehouse of the lessor. By entering into the rental agreement, the tenant declares to be familiar with the operation of the equipment and the tenant acknowledges that the equipment rented by him meets the purpose for which he rents the equipment.
9.b. If a malfunction occurs in or to the rented equipment during the rental period, the tenant must report this immediately to the landlord. The tenant is not permitted to remedy malfunctions and/or to carry out repairs to the rented equipment himself unless this has been expressly agreed in writing between the parties. If malfunctions or defects in or to or of the rented equipment are not reported immediately or at all to the lessor, the lessee is fully liable for all damage that will result from this.
10. Default and compensation 10.a. The equipment must be collected by the lessee from the lessor's warehouse, unless expressly agreed otherwise. If the tenant does not collect the rented object on time at the agreed time of the start of the rental period, this is entirely at his own expense and risk. The rental price is always due over the rental period agreed in writing.
10.b. The equipment must be returned by the lessee to the lessor's warehouse at the latest on the date on which the agreed rental period ends, unless otherwise agreed in writing. If the tenant has not returned the rented equipment by that end date at the latest, for whatever reason, as well as in the event of damage to the equipment, from whatever cause, the tenant is thereby in default without any reminder or notice of default being required. † In that case, the tenant owes the landlord compensation, without prejudice to his other obligations towards the landlord. In the event of late return, this compensation amounts to the rental price per day for each day by which the agreed rental period is exceeded, increased by 50% of that rental price. In the event of damage to the equipment, the renter will owe the costs of repairing that damage as compensation, as well as the rental price per day for each day that will be involved in that repair, plus 50% of that rental price.
10.c. If, because of late return by the tenant and/or because of damage to the equipment, the lessor should suffer a higher amount of damage than the amount of the compensation paid by the tenant on the basis of the provisions of the preceding paragraph, 10.b., of this article, the lessor will also be entitled to claim this additional amount of compensation from the lessee.
10/d. Wireless Internet
Suspension of performance
Aventix may immediately - in whole or in part - provide the Internet Service without notice of default or compensation
suspend in any of the following cases:
• the customer does not comply with his contractual obligations or the terms of use of the Service.
• there is evidence or serious suspicions of fraud
• there are abnormal increases in the Customer's consumption (the suspension is in that case as a precautionary measure);
• there is force majeure
• there are reasons related to the technical exploitation of the network
Cases
Aventix cannot be held liable in case of incorrect use of the Aventix Internet Service, if the account does not function in a device that has not been approved by the competent authorities, or in case of malfunction of the accessories/peripheral equipment (e.g., the network card) from the computer
Indirect or immaterial damage
In no event shall Aventix be held liable for indirect or immaterial damages, such as additional costs, lost revenues and profits, loss of customers, loss or corruption of data and loss of contracts.
10/e. Breakdown / Liability

Aventix is not liable for breakdowns in the network, power supplies because of unforeseen circumstances, necessary maintenance work, cases of force majeure such as storms, bad weather or other natural phenomena, damage to the infrastructure caused by third parties, facilities on site, etc.

Exclusion of Liability.
Aventix cannot be held liable for temporary inaccessibility of the website and the electronic mail facilities because of disruptions in the electricity network, the telecommunications network or in the network and equipment of the Internet Access Provider or third parties. Interruptions or program failures that occur due to force majeure or because of maintenance work on the systems can never be invoked to declare Aventix in default.

In the case of FTP access, Aventix can never be held liable regarding the content and proper functioning of the customer's site.
A third party can never hold Aventix liable for damages incurred using the customer's site or from a commercial transaction arising from the use of the customer's site.

Aventix argues that the data on the site should be regarded as non-binding information without Aventix being able to guarantee the correctness in any way.

11. Notification obligation in the event of theft or loss of or damage to the equipment, the tenant is obliged to report this immediately to the landlord. In the event of theft or loss or in the event of war damage, the tenant will also immediately report this to the police of the municipality in which the theft or war damage occurred and immediately send a copy of that declaration to the landlord. If the tenant does not comply with the obligations referred to in this article, he is obliged to compensate the landlord for all damage that will be the result of the previous events.
12. Insurance 12.a. By signing the agreement, the lessee declares that he is aware that the rented item is not insured from the moment the equipment leaves the warehouse.
12.b. The lessee must take out comprehensive insurance on the rented equipment against loss, theft or other damage caused to or to the rented equipment during the entire rental period. The value of the leased items to be insured will be communicated to the lessee at the written request of the lessee.
13. Damage 13.a. All damage that has arisen to the equipment during the rental period, regardless of the cause or the circumstances thereof, is at the expense of the tenant If and insofar as compensation for that damage is not covered by any compensation concluded by the tenant.
13.b. The tenant is not allowed to fix things in stages, decors, carpeting, and other such materials by means of nails, staples, screws or otherwise.
13.c. The lessor is never liable for direct or indirect damage that arises during the rental period because of the rented equipment not functioning properly or not as expected or that is caused to persons and/or objects by or when working with the rental equipment. rented equipment.
14. Confidentiality The lessee will not copy or show to third parties any information regarding the designs and/or construction methods used by the lessor about the rented equipment, which information becomes known to him through and/or when the rental agreement is concluded and/or executed. to announce.
15. Right of refusal by the landlord the landlord always has the right not to enter into a rental agreement without stating reasons. The lessor is not liable for any consequential damage that may arise from this.
16. Use by third parties the lessee is not permitted to rent out or loan the rented equipment to third parties.
17. Special provisions If the tenant wishes to use technical personnel from Aventix BVBA for the installation of the equipment and/or for working with it during the rental period, or for supervising or taking care of a complete production of a show or other manifestation , then, in addition to the present GTC, Special Provisions also apply that are attached to these GTC as an appendix and form an integral part of the rental agreement with these GTC.
In the event of a breach of contract, the tenant undertakes to pay the following fixed expenses and/or compensation:
25% of the agreed rental price after confirmation of the rental agreement up to 5 days before the event.
100% of the agreed rental price in case of cancellation from five days before the event.

Pandemic cancellation:
In case of cancellation due to pandemic, we can apply the following:
- No costs if you cancel up to 5 days before the event.
- 25% of the agreed rental price in case of cancellation from 5 days.
- 100% of the agreed rental price in case of cancellation from 24 hours before the event.