

General Terms and Conditions of Enlighted B.V.

1. Applicability of General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as "Terms") exclusively apply to all offers and agreements of Enlighted B.V., excluding any other general terms and conditions.

These Terms can be sent upon request and are also accessible online at: www.led-dancefloors.com.

By accepting an assignment, the Client acknowledges acceptance of all terms outlined on this page.

2. Cooling-Off Period

The Client may cancel the agreed assignment in writing within seven days after its conclusion without providing reasons or incurring financial obligations. Cancellation must be done by registered letter, received by Enlighted B.V. within seven days of the assignment's conclusion. If the assignment is booked less than 14 days before the event date, this cancellation right does not apply.

3. Payment of the Assignment

Payment for a delivery or service, except for any advance payment, must be made no later than 10 days before the delivery date. Payment is to be made exclusively via bank transfer. Deviations from this rule are only valid if agreed upon in writing and confirmed by Enlighted B.V.

4. Cancellation

If the Client terminates the agreement before the assignment is completed or before the agreed period ends, they must notify Enlighted B.V. via registered letter.

Without prejudice to any legal entitlement to damages, Enlighted B.V. is entitled to compensation for the cancellation as follows, depending on the notice period:

- Cancellation 1 month or less before the assignment: 100% of the invoice amount.
- Cancellation between 1 and 3 months: 75% of the invoice amount.
- Cancellation between 3 and 5 months: 50% of the invoice amount.
- Cancellation more than 5 months before the assignment: 25% of the invoice amount.

These costs are immediately due upon cancellation. Any collection costs are borne by the Client. Travel costs and any charges for waiting or night hours are not payable in the event of cancellation.

5. Performance by Performer(s)

The Client acknowledges being familiar with the usual performance of the Performer. The Performer will perform to the best of their ability. Enlighted B.V. reserves the right to adjust personnel while maintaining the quality of service provided by the Performer.

6. Liability

Any damage caused to equipment owned or rented by Enlighted B.V. due to audience behavior or faulty power supply will be fully reimbursed by the Client. This includes damage from weather conditions like rain, thunder, or hail.

Payment for damages must be made within one month after the damage has occurred and the valuation determined. Enlighted B.V. is not liable for damages to buildings, furnishings, etc., caused by third parties.

7. Safety

The Client guarantees the safety of the Performer(s).

8. Delays

If the Performer is delayed en route to the assignment, the Client will be immediately informed. The Client must provide a reachable contact number. The Performer will take necessary measures to arrive at the destination as soon as possible.

9. Compensation for Breach

In case of non-compliance with this agreement by either party, the defaulting party owes the other party compensation equal to the agreed remuneration. This compensation is immediately due. Legal assistance costs incurred due to disputes arising from agreements under these Terms will be borne by the defaulting or losing party. Extrajudicial collection costs amount to 15% of the outstanding amount, with a minimum of €250, plus actual expenses and VAT.

10. Right to Protest

If a party believes the other has violated the agreement, they must notify the other party in writing with reasons within five working days after the event. Failing this, all rights to protest are forfeited.

11. Presence of Stairs and Surface Conditions

If there are stairs of at least two steps between the loading/unloading area and the stage, the Client must inform Enlighted B.V. beforehand. Additional carrying assistance (minimum of 2 persons) must be provided by the Client.

If assistance is not arranged, the assignment may not be executed, but the Client's payment obligations remain unaffected.

12. On-Site Provisions

For events in tents or open-air locations, the Client must provide a windproof and waterproof cover and ensure the location is heated. A stage with adequate infrastructure must be available. A power supply of one free 16-ampere circuit is required. For dance floors larger than 60m², two free 16-ampere circuits are necessary.

13. Governing Law

This agreement is governed by Dutch law. Disputes will be submitted to the competent judicial authority.