Audio equipment rental terms and conditions

Faderwerk · audio equipment rental · version 1.1 · November 2026

Article 1 - Definitions

In these rental terms and conditions, the following definitions apply:

Lessor: Sipke Woudstra, acting as a sole proprietorship under the trade name Faderwerk, registered in the Dutch Commercial Register (KvK) under number 61747939, established in Hengelo, the Netherlands.

Lessee: The natural person or legal entity renting equipment from the lessor under these terms and conditions.

Equipment: All audio equipment made available for rental by the lessor, including but not limited to: mixers, digital and analogue consoles, microphones, DI boxes, wireless systems (transmitters/receivers), outboard processors, equalisers, compressors, effects units, cable sets, stage boxes, multicore cables, patch cables, speaker cables and other audio-related hardware and software.

Rental period: The agreed period during which the equipment is made available to the lessee, as stated in the rental agreement or order confirmation.

Rental price: The agreed amount for the use of the equipment during the rental period, excluding VAT and any delivery and return costs.

Replacement value: The current new replacement value of the equipment, as determined by the lessor based on current market prices.

Article 2 - Applicability

1. These rental terms and conditions apply to all offers, agreements and deliveries by the lessor in connection with the rental of equipment, unless otherwise agreed in writing.
2. Deviations from these terms and conditions are only valid if agreed in writing and signed by both parties.
3. The applicability of any general or purchasing terms and conditions of the lessee is expressly excluded.
4. The lessor reserves the right to amend these terms and conditions. Amended terms and conditions apply to new agreements after the date of amendment.

Article 3 - Formation of the rental agreement

1. A rental agreement is formed when the lessee confirms an offer in writing, or when a verbal agreement is confirmed in writing by the lessor.
2. Offers are non-binding and valid for 14 days from the date of issue, unless otherwise stated.
3. The lessor reserves the right to refuse a rental request, including where the lessee does not provide sufficient guarantees for careful use of the equipment or where there are outstanding payment obligations.
4. In the event of cancellation after confirmation, the provisions of Article 11 apply.

Article 4 - Availability, collection and delivery

1. The lessor makes the equipment available on the agreed date and at the agreed location. Unless otherwise agreed, the lessee is responsible for collecting the equipment from the address specified by the lessor.

2. Delivery and collection can be arranged by the lessor at the rates stated in the offer. Travel costs beyond a radius of 30 km will be charged separately.
3. The lessor checks the equipment for completeness and functionality before handover. The lessee must inspect the equipment upon receipt and report any defects immediately in writing. Acceptance without notification implies the equipment has been received in good condition.
4. All equipment is accompanied by a packing list. The lessee signs for receipt of the items on the packing list.
5. The lessor bears no responsibility for the suitability of the equipment for a specific purpose, unless this has been expressly agreed in writing.

Article 5 - Use of the equipment

1. The lessee is obliged to use the equipment carefully, professionally and in accordance with its intended purpose. This includes:
   - Using the equipment only for the purpose for which it was designed;
   - Protecting the equipment from overloading, moisture, dust, extreme temperatures and mechanical damage;
   - Not kinking, running over or sharply bending cables;
   - Treating microphones, DI boxes and wireless systems as precision equipment;
   - Using wireless systems only on the frequencies set or prescribed by the lessor;
   - Not overloading outboard equipment (no clipping or extreme signal levels);
   - Not modifying, repairing or opening the equipment without the lessor's permission.
2. The lessee is not permitted to sublet or lend the rented equipment to third parties without prior written consent from the lessor.
3. The lessee is responsible for an adequate power supply (earthed, protected with residual current device) at the location where the equipment is used.
4. The lessee must ensure a dry, dust-free and safe environment for the storage and use of the equipment. When used outdoors, adequate protection against precipitation and condensation must be in place.

Article 6 - Lessee liability

1. The lessee is fully liable for all damage to, loss of, theft of or destruction of the rented equipment during the rental period, regardless of cause, unless a demonstrable manufacturing defect is involved.
2. Damage is compensated at the replacement value of the relevant item as determined by the lessor. In the case of partial damage (repairable), the actual repair costs plus any lost rental income will be charged.
3. The lessee is liable for damage caused by their employees, engaged third parties, artists, visitors or other persons who have access to the rented equipment.
4. The lessee indemnifies the lessor against all claims from third parties relating to the use of the rented equipment.
5. The lessee must immediately notify the lessor of any damage, loss or theft, and in the case of theft, must immediately file a police report and provide the lessor with a copy of the report.
6. The lessee is obliged to take out adequate liability insurance covering damage to rented equipment. Upon request by the lessor, the lessee must provide proof of insurance.

Article 7 - Return of equipment

1. The lessee must return the equipment on the agreed end date and time, in full, clean and in the same condition as at the start of the rental period.
2. Equipment must be returned in the original packaging or transport cases. Damaged or missing packaging will be charged.
3. All cables must be returned properly coiled (over-under technique recommended). Cables returned with kinks, damaged connectors or tangled will be considered damaged.
4. The lessor inspects the equipment after return for completeness and condition. Any damage or missing items will be documented in writing and charged in accordance with Article 6.
5. Return after the agreed end date results in additional rental charges per commenced day, unless otherwise agreed in writing. The daily rate for extended rental is equal to the agreed daily rate.

Article 8 - Technical requirements and power supply

1. The lessee is responsible for a correct and stable power supply at the location. This includes earthed connections, protected with residual current devices (RCD), in accordance with NEN 1010 or equivalent standard.
2. The lessee must ensure sufficient power capacity in accordance with the technical specifications of the rented equipment. Damage resulting from power surges, mains voltage issues or incorrect earthing is at the lessee's expense.
3. When using wireless systems, the lessee is responsible for obtaining any required frequency licences in accordance with the Dutch National Frequency Plan.
4. The lessor supplies equipment configured for use in the Netherlands (230V/50Hz) as standard. When using equipment abroad, the lessee must inform the lessor in advance.

Article 9 - Rental price and payment

1. The rental price is set out in the offer or order confirmation and is exclusive of VAT, unless otherwise stated.
2. Delivery and return costs are charged separately, unless expressly included in the rental price.
3. Invoices must be paid within 14 (fourteen) days of the invoice date, unless otherwise agreed in writing.
4. The lessor reserves the right to require a security deposit or advance payment prior to making the equipment available. The deposit will be offset or refunded after the equipment has been returned undamaged.
5. In the event of late payment, the lessee is automatically in default and statutory (commercial) interest is due on the outstanding amount from the due date.
6. All extrajudicial collection costs are at the lessee's expense, in accordance with the Dutch Extrajudicial Collection Costs Decree.

Article 10 - Lessor liability

1. The lessor guarantees that the equipment is in good working order at the start of the rental period. The lessor is not liable for damage resulting from unforeseen technical failures or defects occurring during the rental period that are not the result of the lessor's negligence.
2. The lessor's liability is in all cases limited to the rental price for the relevant rental period.
3. The lessor is not liable for indirect damage, consequential damage, lost profits, lost revenue or damage due to cancellation or delay of an event as a result of a defect in the rented equipment.

4. In the event of a demonstrable defect that arose prior to the rental period, the lessor will offer, at their discretion, replacement equipment or a refund of the rental price for the relevant item.

Article 11 - Cancellation

1. Cancellation must be made in writing. Cancellation charges are as follows:
   - Cancellation more than 60 days before the start of the rental period: 0% of the rental price;
   - Cancellation 30 to 60 days before the start: 0% of the rental price;
   - Cancellation 14 to 30 days before the start: 25% of the rental price;
   - Cancellation 2 to 14 days before the start: 50% of the rental price;
   - Cancellation less than 2 days (48 hours) before the start: 100% of the rental price.
2. Costs already incurred (transport, reservations with third parties) are in all cases fully due.
3. Notwithstanding paragraph 1, no cancellation charges are due if the lessor is able to re-hire the relevant equipment for the same period.

Article 12 - Force majeure

1. The lessor is not obliged to fulfil any obligation if prevented from doing so by force majeure. Force majeure includes: fire, theft, burglary, extreme weather conditions, government measures, strikes or other circumstances beyond the lessor's control.
2. In the event of force majeure, the lessor has the right to dissolve the agreement or suspend performance, without being obliged to pay compensation.
3. The lessor will notify the lessee of the force majeure situation in writing as soon as possible.

Article 13 - Retention of title

1. All rented equipment remains the property of the lessor at all times. The lessee acquires only the right to temporary use during the rental period.
2. The lessee is not permitted to establish pledges, non-possessory pledges or other property rights over the rented equipment.
3. In the event of bankruptcy, suspension of payments or seizure of the lessee's assets, the lessee must immediately notify the lessor and allow the lessor to retrieve the equipment.

Article 14 - Governing law and disputes

1. All agreements between the lessor and lessee are governed exclusively by Dutch law.
2. Disputes will first be resolved amicably. If the parties are unable to resolve the dispute, it will be submitted to the competent court in the district where the lessor conducts their business.

Article 15 - General provisions

1. If any provision of these terms and conditions is void or voidable, this does not affect the validity of the remaining provisions.
2. Verbal agreements are only binding on the lessor if confirmed in writing.
3. These terms are a translation of the Dutch Verhuurvoorwaarden. In case of differences in interpretation, the Dutch text prevails.

CONTACT DETAILS LESSOR

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These rental terms and conditions apply as of November 2026 and replace version 1.0 of May 2026.