

## General Terms and Conditions

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**Name of the establishment unit:** Studio Uno, Studio Uno DJ Team, DJ Team Studio Uno, Studio Uno Rental

**Manager:** David Croymans-Plaghki

**Company number:** BE 0509 926 525

**VAT number:** VAT BE 0509.926.525

**Establishment unit number:** 2.116.521.093

**Trade register:** Antwerp 345.699

**Address:** Rosier 41, 2000 Antwerp

**Tel:** +32 496 903 796

**E-mail:** info@studiouno.be

**Bank account KBC:** 403-4171771-68 / IBAN BE82 4034 1717 7168 / BIC KREDBEBB

**Bank account Argenta:** 979-9661392-03 / IBAN BE21 9799 6613 9203 / BIC ARSPBE22

Studio Uno rejects any form of direct or indirect discrimination. We strive for diversity and equal treatment and do not discriminate on the basis of age, sexual orientation, race, religion, philosophical beliefs, gender, nationality, disability or illness, or any other irrelevant ground.

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## Payment Terms, Rental Conditions, Sales Conditions, and General Terms and Conditions of Studio Uno

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### Art. 1. Validity of Contractual Terms

Unless expressly and in writing agreed otherwise, all general contractual terms and conditions apply to all transactions of Studio Uno. These terms take precedence over the contractual terms of any other contracting party.

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## **Art. 2. Payment Terms**

1. All invoices are payable before the due date.
  2. Any complaints concerning the invoice must be notified by registered mail within 8 days of receipt. Failing this, the goods, materials, delivered work, and the invoice shall be deemed accepted.
  3. Set-off by compensation of invoices is not permitted by Studio Uno.
  4. If the invoice remains unpaid 14 days after receipt of the first reminder, the outstanding amount shall automatically and without formal notice be increased as follows:
    1. If the outstanding balance is  $\leq$  €150, a reminder fee of €20.
    2. If between €150 and €500, a reminder fee of €30 plus 10% of the outstanding amount.
    3. If  $>$  €500, a reminder fee of €65 plus 5% of the outstanding amount, capped at €2,000.
  5. All costs and charges associated with collection of Studio Uno's invoices are borne by the co-contracting party.
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## **Art. 3. Cancellation / Annulment / Rebooking Costs / Overtime**

1. In the event of cancellation of the activity by the organiser, for any reason whatsoever, including force majeure or unforeseen circumstances, the organiser undertakes to pay, within 14 days after receipt of a registered letter from Studio Uno, compensation equal to 50% of the agreed price (any paid deposit will be deducted).
  2. If the event is cancelled within 240 days prior to the event, 100% of the booking amount remains due. For cancellations more than 240 days before the event, 50% of the paid deposit will be refunded. The full deposit is only refundable if the activity is cancelled by Studio Uno.
  3. Studio Uno or any of its agents cannot be held liable for any force majeure or unforeseen circumstances that make execution of the agreement difficult or impossible.
  4. Modification costs are a flat rate of €100. Overtime after 03:00 is €150 unless expressly agreed otherwise in writing.
  5. If the event location and/or event date is changed, additional costs may apply due to different installation requirements, additional working hours, a more popular date, extra transport, a different DJ, etc.
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#### **Art. 4. Safety**

The organiser is responsible for safety:

1. Theft of or damage to Studio Uno's equipment, or equipment hired by Studio Uno, occurring during the activity shall be fully compensated by the organiser based on the current new-replacement value. Compensation must be paid within 14 days following a registered letter from Studio Uno.
  2. The organiser is responsible for the electrical supply:
    1. The electrical installations must comply with legal safety requirements and provide sufficient power.
    2. Failing this, the organiser is liable for any resulting damage.
  3. The organiser must be insured for all assets located in the venue where the activity takes place.
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#### **Art. 5. Obligations of the Organiser**

1. The organiser is responsible for the electrical supply, which must comply with legal standards and deliver sufficient power. The organiser is liable for any resulting damage.
  2. All obligations towards SABAM are borne by the organiser. If the organiser rents a venue, he is responsible for complying with the venue's terms of use.
  3. Rental of lighting effects or additional equipment by Studio Uno on behalf of the organiser must be reimbursed by the organiser.
  4. All obligations relating to environmental legislation are borne by the organiser.
  5. All consequences of noise nuisance are at the organiser's expense. If the event is terminated early due to noise complaints, the full fee remains payable.
  6. Costs for mandatory COVID tests required to access the event location are always borne by the organiser.
  7. Any fines or penalties resulting from non-compliance with COVID regulations at the event, by the organiser or attendees, are at the organiser's expense.  
Studio Uno emphasises that it is not the organiser of the event and cannot be regarded as such; it merely provides musical services.
  8. If the venue or organiser requires the installation to be dismantled during the night, a flat fee of €150 will be charged.
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## **Art. 6. Liability**

1. The organiser is liable for any damage or loss of goods located, for any reason whatsoever, on the premises or in the building where the activity takes place, and must be properly insured.
  2. Studio Uno is not liable for any damage caused by its agents.
  3. The organiser is responsible for damage caused to Studio Uno by spectators or participants of the activity.
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## **Art. 7. Rental and Sales Conditions**

1. Orders become final upon delivery and/or collection of the rented equipment and payment of the deposit or total amount.
  2. Complaints concerning the price and/or quality of delivery or goods must be submitted by registered mail within 8 days after delivery or collection. After this period, the delivery and rental are deemed fully accepted.
  3. The renter is fully responsible for the rented equipment and must insure it until it is returned to the owner, Studio Uno, represented by David Croymans-Plaghki.
  4. The renter undertakes to bear all repair costs resulting from misuse, overloading, or damage to the rented equipment.
    1. In case of theft or destruction, the renter must pay the full new-replacement value at catalogue price.
    2. In such case, the weekly rental price of the stolen devices will also be charged until all losses and/or damages are settled.
  5. In case of malfunction or failure of the rented equipment, the renter may not claim any costs or compensation. The renter must immediately contact Studio Uno.
  6. When collecting rented equipment at our location, the rental agreement must be signed and a photo of the collector's ID card will be taken. Equipment must be returned the next day unless otherwise agreed. Collection and return times are arranged by mutual agreement and confirmed in writing. Address: Rosier 41, 2000 Antwerp.
  7. If the renter wishes to keep the equipment longer than the agreed rental period, the applicable rental coefficients will be charged.
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## **Art. 8. Disputes**

In case of dispute, the courts of the district of Antwerp have exclusive jurisdiction.  
Belgian law is exclusively applicable.