

Terms & Conditions

Welcome to Love Energy Entertainment! By accessing or using our website, you agree to comply with and be bound by the following terms and conditions. If you do not agree to these Terms & Conditions, you must not use our website. Love Energy Entertainment reserves the right to update these Terms & Conditions at any time without prior notice. Your continued use of this website constitutes your acceptance of any changes to the Terms & Conditions.

1. Services

Love Energy Entertainment acts as an intermediary between clients and performance artists, as well as surrounding services required for the organization of an event. Our platform allows you to browse (upon request), inquire about and book said artists and additional services. We are not directly responsible for the performance of said artists and additional services, but we will facilitate the execution of said performances and services.

2. Eligibility to Use the Site

By using this Site, you confirm that you:

- Are at least 18 years of age.
- Have the legal capacity to enter into binding contracts.
- Will provide accurate, up-to-date and complete information when using our services.

3. Use of the Site

3.1 Acceptable Use

You agree not to:

- Use the Site for any illegal or unauthorized purpose.
- Post & send false, misleading, or defamatory content.
- Attempt to disrupt the Site's operation through hacking or other means.

3.2 Content Ownership

All content on the Site, including text, graphics, logos, images and descriptions, are property of Love Energy Entertainment or its licensors and partners. You may not use this content for commercial purposes without prior permission.

4. Client responsibilities

4.1 Booking requirements

- Clients are responsible for providing all necessary details about their event, including location, time, and other special requirements.
- Clients are responsible for ensuring that their event complies with all local laws, regulations and permits.

4.2. Environment and Safety

- Clients must provide a safe and suitable environment for the performers and contractors of Love Energy Entertainment.
- Love Energy Entertainment and its artists & contractors reserve the right to cancel or modify their service if the environment is deemed unsafe or unsuitable.

4.3 Communication

- Clients are responsible for the timely communication regarding changes to the event details, such as start times, locations, or technical requirements.

5. Booking & Payment Terms

5.1 Booking Process

- Bookings are made through the Site & further direct contact with Love Energy Entertainment. Bookings are subject to artist/contractor availability and confirmation.
- Love Energy Entertainment is obliged to ensure that the performers & contractors are aware of the time that they need to be present on the event location. Furthermore, Love Energy Entertainment will assist the client in selecting the performer(s) & contractor(s) and is held to draw an agreement that meets legal requirements.
- Once a booking is confirmed, the client will receive a contract or agreement, specifying the details of the engagement.
- Clients may not contact performers/contractors directly for legal or financial affairs. Clients may also not ask the performers/contractors to sign contracts, unless prior agreement has been created with Love Energy Entertainment in writing. Contracts that go against these conditions and

are signed without consent from Love Energy Entertainment are not binding for the performer/contractor nor for Love Energy Entertainment.

5.2 Payment Terms

- Payment terms, including possible deposits and final payments, will be detailed during the booking process.
- Amounts discussed by Love Energy Entertainment are always exclusive of VAT, and any travel and accommodation costs that may be needed. Those will be further specified during the booking process.
- Payments must be made within the agreed period (standard 14 days, unless otherwise specified) in order for clients to avoid cancellation of booking. Late or failed payments may result in cancellation of booking.
- If the client doesn't pay an invoice on time, and there are no further written agreements in place between the client and Love Energy Entertainment, the client will be in default. The client will therefore owe a interest rate of 1% per month unless the legally valid interest rate is higher, in which case the legal interest rate will apply. The interest over the amount due will be calculated as per the moment the client defaults until the amount is paid in full. Love Energy Entertainment is authorized, without running the risk of being in default, to refuse an offer for payment if the client suggests a different order to settle payment. Love Energy Entertainment is authorized to refuse full payment of the principal amount if it does not include the payable and current interest and collection costs. If client is in default or omits to (timely) meet his obligations, all collection costs will be charged at the client's expense.
- Love Energy Entertainment is not obliged to pay the performer/contractor in question until the client has not paid the full amount to Love Energy Entertainment.

5.3. Cancellation & Refunds

- Cancellations and other potential alterations to a booking, must be communicated as soon as possible, but no later than 72 hours before the event date.
- Refunds will be processed in accordance with the cancellation policy provided at the time of the booking. Note that some deposits may be non-refundable.
- Love Energy Entertainment is not liable for any disputes or additional costs arising from cancellations.

6. Disclaimers and Limitation of Liability

6.1 Disclaimers

- Love Energy Entertainment does not guarantee the quality, availability, of performance of any artist/contractor.
- Love Energy Entertainment cannot be held liable for damages caused by the fact that performers/contractors do not cooperate, are too late or do not arrive at an event unless it can be proved that there is gross omission or negligence on Love Energy Entertainment's part. Gross negligence or omission does not in any way apply if the performers/contractors do not cooperate in case of illness.
- Love Energy Entertainment cannot be held liable for damages to matters caused by artists/contractors and their companions.

6.2 Limitation of Liability

To the fullest extent permitted by law, Love Energy Entertainment will not be liable for any indirect, incidental, or consequential damages arising from your use of the Site or booking services.

7. Indemnification

You agree to indemnify and hold Love Energy Entertainment, its affiliates, and employees harmless from any claims, damages, or expenses arising from your breach of these Terms & Conditions or your use of the Site.

8. Privacy

Your use of the Site is also governed by our Privacy Policy (found on the Site of Love Energy Entertainment), which explains how we collect, use, and protect your personal information.

9. Governing Law and Jurisdiction

These Terms & Conditions shall be governed by and construed in accordance with the laws of The Netherlands. Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts of Amsterdam.

10. Termination

Love Energy Entertainment reserves the right to suspend or terminate your access to the Site, or refuse to provide service at any time, for any reason, including violation of these Terms & Conditions.

11. Contact

For any questions or concerns about these Terms & Conditions, please contact us at: love.energy.entertainment@gmail.com

By using the site of Love Energy Entertainment, you confirm that you have read, understood, and agreed to these Terms & Conditions.

Last updated: November 2024