HOLBROOK EVENTS TERMS AND CONDITIONS



Payments & Surcharges

A deposit of \$100 is necessary to secure the event time and date. Until such time that this deposit is received, your booking is not confirmed.

Final payment of the service must be paid to Holbrook Events at least 7 days before the event. Any cancellations within 7 days of the event will forfeit the full payment of the service. If booked within 7 days of event, a full payment will be required to secure the event time and date.

There will be a \$100 surcharge for events booked within 24 hours. If outstanding payment is NOT cleared within 24 hours of event, the event will be forfeited.

There is no travel cost for events within 30km radius of the Perth CBD. A travel surcharge will apply to events over 30km from the Perth CBD. This will be charged by the kilometre (ie. 60km from the Perth CBD will be \$30).

There will be a \$50 surcharge for events over 70 people.

'Unlimited Prints' means that every guest in the photo will receive a print copy of their snaps. This does not include extra prints for personal guest/photo books or something of the sort.

Holbrook Events staff will arrive at the venue 2 hours prior to event booking time. If you require set up over 2 hours prior, this will incur a surcharge of \$30 per hour. Holbrook Events staff will pack down at the end of booking time. If you request the booth to be packed down after the end of booking time for whatever reason, this will incur a surcharge of \$50 per hour.

Holbrook events accepts payments via Bank Transfer/PayID or Cash.

Cancellation fee

Cancellation within 14 days after the booking is confirmed (ie. deposit paid) will entitle the Client to a refund of the \$100 deposit. Cancellation after 14 days of the booking confirmation (ie. deposit paid) forfeits the \$100 deposit.

Postponement and Rescheduling - this applies to all services

A 14-day notice prior to the event is required on changes to the time and date of the event. A date change is subject to availability. Payments already made will be transferred to the new date.

Space and Power Requirements

Please ensure there is sufficient space and access to power (10amp 240v) for the Photo Booths and other machines/equipment. If the event is outdoors, the machines will require shade. If there is no shade available for the Photo Booth, our 3x3 Gazebo is available for hire at \$50.

Hiring, Delivery and Service

Delivery, set up and removal of the Photo Booth is included in the service within a 30km radius of the Perth CBD. A travel surcharge will apply to events outside the 30km radius. Delivery, set up and break down of the Photo Booth will be outside the rental period. Set-up of the Magic Mirror Photo Booth takes approximately 1 hour whilst break down and removal takes approximately 45 minutes.

A trained Photo Booth Host will be with the Magic Mirror Photo Booth at all times to ensure the smooth running of the Photo Booth during the event.

Staff Meals - Photo Booth Services

Provision of meals for the Holbrook Events staff is appreciated especially for events that are running for 4 hours or more.

Use of Images - Photo Booth Services

The Client may give permission for photos taken during the event to be used by Holbrook Events for promotional materials and advertising. Please let Holbrook Events staff know if you do not consent to this. Please note, the <u>SMS service</u> provides a link that will be sent to guests upon request via SMS. The link sends guests to an online folder. Guests with the link can view their own and everyone else's photos and GIFs.

Indemnification - this applies to all services

Holbrook Events will not be liable for failing to perform under the Agreement by the occurrence of any event beyond our reasonable control, including a labour disturbance, power outage or interruption of service, communication outage, failure by a service provided to us to perform, fire, threatened or actual act of terrorism, natural disaster, or war.

The Client agrees that in all circumstances, the liability of Holbrook Events is limited to an amount equal to the initial deposit.

Holbrook Events will not be liable for indirect or consequential damages.

An equipment fault that may arise during the event will be rectified as soon as possible. However, if the outage exceeds 30 minutes or more, Holbrook Events will refund your payment accordingly.

Miscellaneous - Photo Booth Services

The Photo Booth Host may stop the usage of the Photo Booth at any time during the event if they feel that the Photo Booth is being misused in a way that is dangerous to any persons or potentially damaging to the product.

Refunds and Bonds for Equipment hire (does not apply for Magic Mirror Photo Booth)

A refundable bond must be paid via Bank Transfer or Cash upon making the final payment. This bond will be refunded to the Client once all the equipment is returned undamaged and in the same condition as it was received by the Client. Any damage or losses will incur a charge to the Client, to the value of the full replacement cost of the equipment. This cost will be added to the total cost of the

hireage contract or deducted from the refundable bond. If the refundable bond is not sufficient to cover the total off the additional charges, then the balance will be paid by the Client to the Owner.

Personal Information

Holbrook Events will require a photo of the Client's ID upon booking the hire equipment ie. Driver's License, WA Photo Card or Student I.D. (Does not apply for the photo booths). Holbrook Events may require an emergency contact should the Client be uncontactable. All information provided to us is treated in a confidential manner. We undertake not to divulge or sell your personal information to third parties for commercial or marketing purposes.

Accountability

The Client accepts full responsibility for the correct use and or operation of the hired Equipment. The Client acknowledges that he or she has inspected the Equipment upon Owner delivery or Client collection and agrees that the Equipment is in good condition and in working order.

After the Owner has delivered the Equipment and on a rare occasion the Client, upon inspection, finds damage or fault with the Equipment rendering it unusable then it is the obligation of the Client to contact the Owner within 1 hour of delivery to report his or her concerns. If no contact is attempted, then there will not be a full or part refund of any payments.

If on the rare occasion the Equipment develops an electrical, mechanical or structural fault during the correct manner of use whilst on hire then it is the Clients responsibility, in the interest of safety, to shut down, switch off or cease to operate or handle the Equipment until it is made safe and the Owner is contacted or the Equipment is collected whereupon as assessment will be made of its condition.

The Client agrees not to modify or permanently attach anything to the Equipment for their own purposes whilst on hire and shall return the Equipment in the same condition as he or she received it. It is the obligation of the Client to immediately inform the Owner of any Equipment lost or stolen whilst on hire.

Hire Equipment is not insured so responsibility for the condition of the returned Equipment lies totally with the Client. It is the Client's responsibility to ensure contact with the Owner is maintained upon collection or return of the equipment. Equipment that has not been returned by the Client or access to collect equipment at the end of the hire has been denied, causes the equipment to be deemed stolen, the relevant authorities will be notified as soon as possible to facilitate in the retrieval of the equipment.

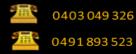
The Client will assume all risks and liabilities for, and in respect of, the equipment and for all injuries to or deaths of persons and any damage to property howsoever arising from the Client's possession, use, storage or transport of the equipment.



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