

# Terms and Conditions of Hire

## These are the Terms & Conditions for booking a photo booth.

### 1. Definitions

Barrel of Laughs: Barrel of Laughs Photoboosts (ABN 39 654 427 949) and any employees.

Client: The person, organisation, company or other body which is hiring the goods as specified on the Booking Form.

Event date: The time and date of the event, confirmed by Barrel of Laughs and noted on the Booking Form.

Booking Form: The form signed by, or on behalf of, the client and Barrel of Laughs specifying details of the booking.

Day: A calendar day, unless specified otherwise.

### 2. Booking confirmation

2.1. A booking is not confirmed until the client returns a Booking Form, pays any costs as outlined under 'Payments' in these terms and conditions, and receives confirmation of the booking from Barrel of Laughs.

### 3. Payments

3.1. A non-refundable deposit of \$300 of the booking cost is payable upon booking. The booking is not confirmed until the deposit is received by Barrel of Laughs.

3.2. The balance of the booking cost is payable 15 days before the client's event.

3.3. If the balance of the booking cost and the bond are not received more than 15 days before the event date, the booking will be cancelled and the client will forfeit the deposit.

3.4. If the client requests use of Barrel of Laughs' services in excess of the time noted on the Booking Agreement, this will be billed at \$150 for each additional hour or part-hour.

### 4. Access, space & power requirements

4.1. The client shall ensure a safe and appropriate environment is provided for Barrel of Laughs to operate its equipment.

4.2. The client must ensure:

- a space of 3.5m x 3.5m or more.
- access to 240v power within 3-5m of Barrel of Laughs' equipment.
- all doorways and access paths are at least 80cm wide.
- if an outdoor event, an undercover area if any chance of poor weather.

4.3. A survey of the event location may be required if Barrel of Laughs is not satisfied that a suitable location will be provided. This survey may incur an additional fee of \$50.

4.4. The client is responsible for paying any charges imposed by the venue, or required to access the venue. These charges may include, but are not limited to, parking and electricity.

## **5. Changes & cancellations**

5.1. Requests for changes of the event date must be made at least 30 days before the original event date. A date change is subject to availability and receipt of a new Booking Form.

5.2. All cancellations will result in the client forfeiting the deposit, however if Barrel of Laughs is notified of cancellation more than 30 days before the event date, credit to the value of the deposit will be given to the client to use for any future booking made within 6 months of the date of cancellation.

5.3. Cancellations made within 30 days of the event date will result in the client forfeiting all payments made to Barrel of Laughs.

5.4. Barrel of Laughs can cancel any booking at any time. If Barrel of Laughs decides to cancel a booking, all payments made will be refunded to the Client.

## **6. Damage to equipment**

6.1. In order to prevent damage to equipment, Barrel of Laughs reserves the right to deny service to any person.

6.2. If circumstances arise where a threat or implied threat of harm, damage or violence to Barrel of Laughs' staff or equipment, Barrel of Laughs reserves the right to cease providing services. If the client is able to resolve the threatening situation within 20 minutes, Barrel of Laughs will resume services. If the situation is unable to be resolved, Barrel of Laughs will not resume providing service and the client will receive no refund of booking cost.

6.3. Any damage to Barrel of Laughs' equipment during the client's event caused by the client, client's guests or any other person in attendance at the event whether invited or not, will result in the client being liable for the cost to repair/replace the equipment.

## **7. Use of images**

7.1. The client gives permission for all photos taken during the event to be used on Barrel of Laughs' website, Facebook page and any other promotional material.

## **8. Indemnification**

8.1. Barrel of Laughs will not be held responsible for any circumstances outside their control. This includes, but is not limited to, fire, riot, civil commotion, accidents, acts of nature and equipment failure. If such circumstances arise, all reasonable efforts will be made by Barrel of Laughs to provide service or find a suitable replacement service. If this is not possible, the client will receive a refund of all payments received by Barrel of Laughs for the booking. If the circumstance occurs during the event the refund will be based on a prorated amount calculated on the amount of usage.

8.2. The client agrees that in all circumstances, Barrel of Laughs' liability is limited to an amount equal to the booking cost and not be liable for indirect or consequential damages.

## **9. Attendants**

9.1. Attendants are to be provided with a supplier meal at all functions of 4 hours or more to the same standard as the guests of the function.

## **10. Exceptions**

10.1. Two Hour packages not available Saturday nights.