

## TERMS AND CONDITIONS OF HIRE

### 1. Interpretation

In these Terms and Conditions (Terms), the following words and phrases shall have the following meanings:

“You/Your” means the person, company or organisation who purchases and/or receives the Services from Us;

“Us/We/Our” means dreambooth, Groovybooth, Spray Paint Wall, or Noonah Experiential a trading name of Noonah Marketing Limited whose registered office is Underwood Cottage, Bar Road, Baslow DE45 1SF. Company No. 07619471;

“Contract” means the contract between You and Us which shall be deemed to incorporate these Terms and the terms on any individual Booking Confirmation;

“Services” means the Services, including any labour, Equipment, and materials, detailed in the Booking Confirmation to be supplied by Us to You;

“Booking” means the placing of an order for Services whether by telephone, email or in person;

“Booking Confirmation” means the booking confirmation form provided by Us and signed and returned by You describing the Services requested by You and accepted by Us;

“Event” means the event at which the Services will be provided;

“Hire Period” means the period of time We will supply the Services as detailed on Your Booking Confirmation;

“Idle Hours” means any periods of time either side of the Hire Period where, due to Venue or Event related logistical requirements, or delays, Equipment must necessarily remain installed at the Venue but is unavailable or not required for use;

“Equipment” means the photo booth, spray paint wall and associated parts and accessories;

“Venue” means the Venue where Your Event is held.

### 2. The Contract

The Contract shall be on these Terms, incorporating the terms on any individual Booking Confirmation, to the exclusion of all other terms and conditions. If any conflict arises between these Terms and any terms of the Booking Confirmation the terms of the Booking Confirmation shall prevail. Any variations to this Contract will only be valid when agreed by both parties and evidenced in writing. The Contract will commence when We receive Your signed Booking Confirmation form or Your deposit whichever is the sooner and shall terminate upon delivery of the Services or as otherwise detailed in accordance with these Terms.

### 3. The Service

We will supply, on a temporary basis, Equipment hire services for use by guests attending Your Event. The Service includes the supply of staff and Equipment on dates and at locations as are more specifically defined and confirmed within Your Booking Confirmation.

If You require the Services for a period in excess of the original Hire Period additional charges will be applied at Our standard rates.

We will use all reasonable efforts to supply the Services at the times detailed in Your Booking Confirmation. Where circumstances make this difficult for any reason, including but not limited to traffic delays or vehicle breakdowns or as a result of technical problems, We will be happy to extend the Hire Period by a period equal to the duration of the period of time lost. Where it is not possible to extend the Hire Period or where it is not possible to extend the Hire Period for the full duration of the time lost We will arrange to make a refund to You.

The value of the refund will be based on the duration of the period of time lost as a proportion to the duration of the original Hire Period detailed on Your Booking Confirmation.

Where We are unable to deliver any of the Services on Your Booking Confirmation We will contact You as soon as is reasonably possible and We will arrange to make a refund to You for the full value of the Services We have been unable to deliver.

Once a refund has been made in any of the circumstances described above You shall have no claim against Us for any further refund or compensation.

Any refunds due under this clause will be made within 14 working days.

We will not provide any refunds where the availability of the Services during the Hire Period is delayed, reduced or impaired as a result of an action or inaction of the Venue, Yourself or Your guests.

#### 4. Rules of Use

Users of the Equipment should be aware that, at Your request, photographs taken whilst using the Service will be available to view, upload and/or purchase, via the gallery on Our website and/or may be shared via Facebook and otherwise released into the public domain. You are responsible for ensuring this is appropriate for Your guests.

We ask that all persons using the Services refrain from taking any food, drink and/or sharp objects into or near the Equipment.

To ensure We are able to maintain the highest standards of cleanliness and presentation of Our Equipment We request that You notify Our operator of any instances of soiling, spillage or damage.

We will not tolerate any abuse or threatening behaviour to any of Our staff or abuse of Our Equipment. We retain the right to terminate this Contract immediately in cases where Our staff feel they are being abused or threatened or Our Equipment is being, or is in danger of being, damaged due to the actions of any persons attending Your Event. (Wherever possible and reasonable to do so We will speak with You or the Venue first to try to resolve the matter before any termination is enacted.)

N.B You will be fully responsible for any loss or damages caused by You or Your guests or other attendees at the Event in relation to Our Equipment or employees/contractors howsoever caused.

## 5. Logistical Requirements

Our Services are designed for indoor use only unless specified otherwise in the Booking Confirmation

We require a floor space and ceiling height as detailed by Us upon request by You. It is your responsibility to provide the required space for the Equipment. You need to provide a single standard electrical power socket within three metres of the proposed location of the Equipment.

The Equipment can only be situated on a firm flat surface, so if Your Event is in a marquee or similar temporary structure, a suitable base will be required. Our standard price assumes clear access at ground floor level.

If Our NooNah operator deems the proposed location as unsafe for operation then We reserve the right to not operate the Equipment.

You must ensure, in advance, that the Venue allows reasonable access for loading and suitable parking once the Equipment has been unloaded.

We normally allow two hours to set up the Equipment, although it can be done in less time, and We can dismantle the Equipment in approximately two hours. However, it does depend on where the Equipment is situated in the Venue - every job is different.

If You are hiring the Venue in which the Equipment will be used please also allow plenty of time within the period of hire to allow for these set-up and take-away elements of the Service and for Us to check the Equipment with You before We leave to ensure the Equipment is in the state in which it was first supplied.

Some of Our Services require specific lighting conditions. It is Your responsibility to request the lighting conditions for the Services you are hiring from Us. We will take no responsibility where Our Equipment does not operate due to the Venue lighting conditions.

## 6. Price and Payment

The price for the Service(s) will be set out in the Booking Confirmation. VAT, where applicable, will be charged at the prevailing rate.

We require a non refundable deposit of £200 including VAT (or 25% the total contract value whichever is the highest) payable immediately upon making Your Booking. The outstanding balance, and any other monies due for additional Services requested by You subsequent to making Your Booking must be fully paid, in clear funds, not less than 30 days prior to Your Event date or immediately if the event is within 30 days,

If alternative payment arrangements are agreed these will be detailed on Your Booking Confirmation.

Charges for extensions to Your Hire Period arranged after We have received the full payment detailed on Your original Booking Confirmation and for any additional Idle Hours will be payable immediately.

You are reminded that Our standard price assumes clear access at ground floor level. Where this cannot be achieved additional charges will be applied.

Payments can be made by cheque payable to Noonah Marketing Ltd, by credit/debit card or via direct bank transfer (BACS) to the bank account detailed on Your Booking Confirmation. We will not be responsible for any cash payments sent to Us."

## 7. Cancellation

In accordance with The Consumer Protection (Distance Selling) Regulations 2000, after You have signed and returned this Contract, You have seven working days within which You may cancel Your Contract. If You choose to cancel Your Contract in accordance with this Clause any deposit You have paid will be refunded.

Please note You may be required to pay for Services supplied to You by Us prior to receiving Your notice of cancellation if You requested in writing that these Services should be delivered before the end of the Cancellation Period.

For individuals wishing to cancel their contract after the expiry of the Cancellation Period, or if You are a company or an organisation, the following terms apply:

If You are able to give more than 30 days notice of Your cancellation We will retain Your deposit to cover Our administrative and other costs but You will not be liable to make any further payments.

If You are able to give more than 30 days notice of Your cancellation and We have not received Your deposit You will be liable to Us to pay the deposit as detailed on Your Booking Confirmation to cover Our administrative and other costs but You will not be liable to make any further payments.

If You give less than 30 days notice of Your cancellation We will retain all monies paid and where You have not yet paid in full You will be liable to Us to pay the remaining balance of the fees detailed on Your Booking Confirmation and any other monies due for additional Services requested by You subsequent to receiving Your Booking Confirmation.

All cancellation requests must be received and agreed in writing by Us.

The date on which the letter, fax or email is received by Us will be deemed as the date the request has been made.

Without prejudice to any other rights or remedies We may have, We may terminate this Contract without liability to You immediately on giving notice if You commit a material breach of any of the terms of the Contract including without limit Your obligations under Clause 8 in which event You will remain liable to Us for the full amount detailed on Your Booking Confirmation and no refunds will be made.

## 8. Responsibilities

You are responsible for:

Ensuring We have access to the Event Venue and to appropriate facilities, including, without limit, by arranging, in good time and at Your own expense, all permits, licenses or other permissions necessary to enable Us to gain access to the Venue and perform the Services, at the times/dates indicated in the Booking Confirmation and any others as may be advised from time to time.

Ensuring You comply with Our Logistical Requirements.

Ensuring You and Your guest comply with the Rules of Use.

Notifying Us of any special considerations Your Event Venue and/or guests may have.

Ensuring the Venue on which the Services will be delivered is free of hazards and that appropriate health and safety provisions have been made.

You are responsible for maintaining the confidentiality of the password to Your gallery and are fully responsible for all activities that occur under Your password.

We are responsible for:

Delivering the Services with all reasonable skill and care.

Maintaining an appropriate policy of insurance in relation to Our liabilities in delivering the Services under this Contract.

## 9. Intellectual Property and Use of Photographs

All photographs taken by Us during Your, or Your guests, use of the Services will be uploaded to Our website and will be accessible by You and any of Your guests using the link We will supply to You.

Photographs taken whilst using the Service will be available to view, upload and/or purchase, via the gallery on Our website and/or may be shared via Facebook and otherwise released into the public domain by You or any guest attending Your Event and additionally may also be used for Our own promotional purposes.

If You consent that We upload/share photographs taken at Your Event to Facebook, Twitter and Instagram. You are responsible for ensuring You and any other guests accessing the photographs abide by the Facebook, Twitter and Instagram Terms of Use which can be found at <http://www.facebook.com/terms.php?ref=pf> <https://twitter.com/tos?lang=en> <https://help.instagram.com/478745558852511>

The copyright and intellectual property and proprietary rights in and relating to photographs taken during the delivery of the Services along with any responsibility for their use is transferred to You absolutely upon Your first use of the Services.

With respect to any photographs taken by Us during You or Your guests use of the Services You grant Us a world-wide, royalty free and non-exclusive license to reproduce, modify, adapt and publish such photographs for the purpose of displaying, distributing and promoting the specific gallery to which such photographs were submitted, or for the purpose for which such photo or graphic was submitted to the Services and to use these photographs for Our own advertising and promotional purposes in connection with the Services.

In the event You or any of Your guests wish to remove their photos from the gallery You should contact Our Account Manager to arrange this in writing. We cannot guarantee to remove photographs immediately and photographs may have been viewed, uploaded and/or purchased prior to someone making a request for their removal or whilst the request is being processed. Once a photograph has been removed the license granted above will automatically expire, however You acknowledge that We may retain archived copies.

You agree if photographs taken by Us during the delivery of the Services are published or distributed by You through any commercially available source they must contain a visible acknowledgement of Noonah Marketing Ltd as the creator of the image.

#### 10. Limitation of Liability

Neither party shall have any liability for any direct, indirect, incidental, special or consequential damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if We have been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorised access to or alteration of Your photographs, transmissions or data; (iv) statements or conduct of any third party using the Services; or (v) any other matter relating to the Service.

Notwithstanding the above clause and save in the case of death or personal injury caused by the negligence of Ourselves, for which Our liability shall be unlimited, Our liability under this Contract shall be limited to the price paid by You for the Services.

You agree to indemnify Us and hold Us harmless against any costs, claims or demands made by any third party due to or arising out of the photographs You submit, post to or transmit through the Services, any use by You, Us or anyone else of the photographs and/or the Services, or Your violation of any rights of another or arising out of Your failure to comply with Your obligations under this Contract, including, without limit Your responsibilities under Clause 6.

#### 11. Force Majeure

If either party is subject to an event of Force Majeure, that is circumstances outside its reasonable control, including but not limited to war, fire, industrial disputes or civil commotion, it shall notify the other and the first party's obligations under these Terms shall be suspended until it notifies the other party, in writing, of the end of such event of Force Majeure.

#### 12. General

If any part of these Terms is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed from these Terms which will otherwise remain in full force and effect.

You may not vary this Contract unless it is specifically agreed in writing and signed by Us. We may vary this Contract by notifying You in writing of the proposed variation, such variation will be deemed accepted if We do not receive a response from You within 15 days.

The failure by Us at any time or for any period to enforce any one or more of these Terms shall not be a waiver of them or a waiver of the right to enforce such Terms on a future occasion.

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Agreements (Rights of Third Parties) Act 1999.

These Terms shall be governed by and interpreted according to English Law and the parties submit to the exclusive jurisdiction of the English Courts.

If You are purchasing Our Services as a Consumer no part of Your statutory rights are affected by this Contract.

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