

PHOTO BOOTH Terms of Activation

1. Definitions

In this Agreement:

- (a) Provider means the provider of photo booth services; and
- (b) Client: means the party who places an order for photo booth services.

2. Supply of Photo Booth Services

- (a) The Client hereby agrees to engage the Provider to provide the Client with the contracted photo booth services ("Photo Booth Services"):
- (b) The Photo Booth Services will be provided at your venue; (the "Location").
- (c) The time for the provision of Photo Booth Services will be at the start of your event to your chosen contracted time.
- (d) The Client will ensure that the Provider is given access to the Location during this time and is able to enter and exit the Location. Appropriate space with a floor area of 5m x 5m (25 sqm) is required, the Customer will arrange a access to a single power point to run an extension lead to our main power board that contains an RCD safety switch, at the desired booth location.

3. Duration of service

- (a) The Duration of Service means the number of hours requested for the Photo Booth Services plus set-up and disassembly time. The total Duration of Service will be to the contracted time you have paid for which excludes 2hrs of set up and testing time, plus an additional 30mins lead time.
- (b) The Client and Provider agree that the Photo Booth Services may be interrupted for maintenance purposes during the Duration of Service. The fee paid for the Photo Booth Services and/or the Duration of Service will not be increased or decreased unless otherwise agreed to by both the Client and Provider. However, if an interruption to the Photo Booth Services occurs due to maintenance of the photo booth or a fault of the Provider for over 30 minutes, a refund of \$5 from the Service Fee will be provided to the Client for each excess minute of interruption.
- (c) A Client wanting to terminate the Photo Booth Services earlier than the agreed Duration of Service will not receive any deductions from the Service Fee.

4. Payment for Photo Booth Services

- (a) Calculation of Payment
 - (i) The Provider will charge the Client a Service Fee of The contracted amount for the provision of the Photo Booth Services. A non-refundable reservation fee retainer in

the amount of 30% of your service fee total including addon's, is due upon signing of this contract. The reservation fee must be received by the Provider from the Client before a reservation date can be confirmed. The remaining balance is due 14 days prior to the Client's event.

- (ii) The stated fee is exclusive of any GST and other applicable duties or rates as may be required by law. Any GST, duties or rates required by law will be charged to the Client in addition to the payment.

(b) Failure to Pay

The Provider is not obligated to provide the Photo Booth Services unless the Service Fee is received in full.

(i) In the event payments are not received by the Provider within 5 calendar days after becoming due, the Provider may:

- charge a late fee in the amount of \$150;
- charge a late fee in the amount of \$250 if such payment is more than 10 calendar days late; or
- suspend performance for all Services without any obligation to secure replacement services for the Event.

5. Assignment and Subcontracting

- (a) The Provider will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this contract without the prior written consent of the Client.
- (b) If written consent is given by the Client and the Photo Booth Services are subcontracted to another party, the Provider and the subcontracted party will both be responsible for the performance of the Photo Booth Services and must adhere to the Provider's obligations under this contract.

6. Liability and indemnity

6.1. Limitation on Provider's liability to Client

- (a) The Provider's liability to compensate the Client for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount, having regard to such factors as whether the damage was due to a negligent act or omission by the Provider.
- (b) The Provider's liability for death or personal injury is also subject to the limitations set out in clause 6.2 below.

6.2. Limitation and exclusion of liability for personal injury and death

- (a) The Provider will compensate Client for any loss or damage Client may suffer if I fail to carry out duties imposed on Provider by law (including if Provider cause death or

personal injury to Client or those who could be reasonably foreseen as being subject to the Photo Booth Services, by Provider's negligence).

- (b) Clause 6.2(a) applies unless that failure is attributable to:
- (i) Client's own fault;
 - (ii) a third party unconnected with the provision of Photo Booth Services under this contract; or
 - (iii) events which I could not have foreseen or forestalled even if I had taken all reasonable care.

6.3. Client's liability for damage to equipment

- (a) The Client is responsible for any loss or damages to the Provider's equipment (other than fair wear and tear) caused by any misuse of the equipment by the Client, their employees or their guests. The Client will be responsible for any loss of or damage to the Provider's equipment caused by Theft, Fire, Flood or Accidental Damage, or Misuse.

7. Waiver

The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

- The use of 360 booth equipment is solely at the risk of the client or attendee that wish to use it, these machines contain moving parts that spin in a left or right direction and can cause injury from inappropriate use and or using when intoxicated. Users of the 360 booth are to follow all instructions from the attendant and may be refused used if found to be too intoxicated by the attendant.

8. Jurisdiction

This Agreement will be construed in accordance with and governed by the laws of Victoria. Each party submits to the non-exclusive jurisdiction of the courts of Victoria there in connection with matters concerning this Agreement.