

VAMPP - PHOTO BOOTH BOOKING - TERMS & CONDITIONS

1. Definitions: "VAMPP" shall mean VAMPP, the provider of the Photo Booth Hire service. "Client" shall mean you the person or organisation booking the Photo Booth service.
2. Retainer: The Client shall pay VAMPP a non-refundable \$150 Retainer to secure the Event date specified on the Invoice/Booking Form and confirmed in writing by VAMPP.
3. Contract Start: No contract shall exist between VAMPP and Client until VAMPP has received the retainer and confirmed the booking in writing to the Client.
4. Final Payment: (i) The Client shall pay the full value of the confirmed package price less the \$150 Retainer at least two (2) weeks prior to the Event date. Failure to do so will void VAMPP's obligations and be treated as a Cancellation by the Client. (ii) Where this booking is made within four (4) weeks of the event full payment is required at the time of booking.
5. Cancellation: (i) There is a cooling off period of seven (7) working days during which time the Client may cancel the Contract for any reason, except where the booking is made within seven (7) working days prior to the Event, in which case the cooling off period does not apply. (ii) Cancellation by the Client after the cooling off period but within 60 days prior to the Event shall incur a Cancellation Fee equal to 50% of the Package Price, and within 30 days 100% of the Package price, payable at the time of Cancellation. (iii) If VAMPP is able to secure a replacement booking for the same date at equal or higher value to the Cancelled booking, and if VAMPP receives payment in full for such replacement booking then VAMPP shall refund the Cancellation fee to the Client within seven (7) working days following the Event date. (iv) If VAMPP Cancels the contract for any reason, all monies paid to VAMPP in respect of this booking shall be refunded at the time of Cancellation.
6. Change of Date: If the Event date is changed, the Retainer may be held as credit and transferred to a new Event date occurring within 12 months of the original Event subject to VAMPP having availability, otherwise such change shall be treated as a Cancellation by the Client.
7. Change of Venue: If the Client changes the Event Venue then the Client must immediately inform VAMPP. (ii) Where the Change of Venue involves significant additional travelling distance for VAMPP then additional charges may apply. Where such changes would negatively impact other bookings immediately before or after the Client's Event then the change of Venue will be treated as a cancellation by the Client.
8. Permissions: It is the sole responsibility of the Client to secure permission from the Venue. Payments are non-refundable if the Venue prevents access or operation. (ii) It is the Client's responsibility to inform VAMPP of any restrictions at the Venue that may affect VAMPP's ability to adequately perform their duties.
9. Requirements at the Venue: The Photo Booth dimensions are 2.3m (w) x 1.4m (d) x 2.1m (h) and require a 13amp plug socket within 5 metres of the booth. (ii) Additional space of approximately 2m x 1m is required during set up and pull down and for operation of the Guest Book and Fun Props Box. (iii) VAMPP carries valid certificates for all our equipment and is covered to \$5million Public Liability Insurance. It is the Client's responsibility to ensure this is acceptable to the Venue. Advance copies of these certificates can be made available to the Venue on request.
10. Access: (i) Due to the size and weight of equipment required, vehicle access and parking for VAMPP vehicle is required at all times at the Venue. (ii) VAMPP shall not be responsible for missing any events if no vehicle access or parking is available for the duration of the event.
11. Set-Up of Services: (i) VAMPP shall arrive approximately 90 minutes before the start of the hire period to set up the Photo Booth. (ii) If you require the Photo Booth to be set up earlier than this then charges for idle time will apply. (iii) It is the Client's responsibility to inform VAMPP of any circumstances that may increase the set up time, including but not limited to going upstairs, a long distance from the loading area to set up area or restricted access. (iv) If VAMPP is not made aware of these and set up takes longer than normal, your hire period may be intruded into.
12. Health and Safety: (i) Participants must be physically fit to take part in the activities involved and free from any illness or conditions that may render the activity hazardous. (ii) By the nature of a Photo Booth, high quality studio lighting and flash units are used in creating our images, as are LCD monitors. VAMPP accepts no responsi-

bility if clients fail to adhere to these rules. (iii) For the comfort, health and safety of all concerned, there will be no smoking within or near the Photo Booth area of operation. (iv) No food or drink shall be taken into the photo booth or left unattended in the area of operation around the Photo Booth. (v) VAMPP are not child minders and all children under 16 must be supervised by parents or other responsible person when using the equipment, as the Photo Booth contains sensitive photographic and electronic equipment.

13. No liability is accepted for: Loss of or damage to property belonging to or travelling with the members of any person or group, including but not limited to watches, jewellery, cameras, glasses or clothing.

14. Termination of Hire: (i) VAMPP will not tolerate any abuse or threatening behavior to our equipment or employees. If this occurs VAMPP retain the right to terminate the hire, with no refund payable for hire time cut short. We are providing a service to you, and our staff and equipment should be treated with the respect they deserve. (ii) We retain the right to refuse guests to participate in the activities if in our opinion they are too unruly. In instances where we feel there is a need to terminate the hire we will attempt to speak with the Client or the hosting Venue first to try to resolve the problem. (iii) The Client will be fully responsible for all damage caused by the Client or other attendees at the Event, either to the Photo Booth or it's equipment, or to other VAMPP Property, howsoever caused, with the sole exclusion of VAMPP staff. (iv) In the event of any damages caused by those present to VAMPP property or equipment, you will be charged the full replacement cost and are liable for the cost involved in cancellation of any future events due to sourcing replacements.

15. Use of Images: (i) You agree that all images taken in the Photo Booth can be uploaded to a web gallery, public or private unless otherwise stated on the booking form, and exempt VAMPP from any responsibility from publishing those images. (ii) You grant VAMPP worldwide non-exclusive, royalty-free use of the images for the purpose of displaying, distributing and promoting the specific gallery unless private, and for promotional uses of VAMPP in connection with the Photo Booth.

16. Failure to Perform - Limit of Liability: (i) If VAMPP cannot perform this agreement due to flood, fire or other casualty, strike, act of God, inclement or severe weather, or other cause beyond it's control, then VAMPP shall not be liable for non-performance of this agreement. VAMPP recommends that all clients purchase adequate Event insurance to cover such eventualities. (ii) In the event that VAMPP fails to perform for any other reason, then liability on the part of VAMPP shall at all times be limited to the return of all monies paid by the Client to VAMPP.

17. Miscellany: This Agreement incorporates the entire understanding of the parties. Any modifications to this Agreement must be in writing and signed by both parties. This agreement shall be covered by the laws of Australia.