



Terms and Conditions

Definitions

For the purpose of this agreement, the following words shall have the following corresponding meaning:-

- 1.1 'The owner' means Cheeky Memories. (ABN: 45 378 800 432)
- 1.2 'The hirer' means the person, firm, partnership, company or other body which is hiring the goods, as specified in the booking order form.
- 1.3 'The goods' means a Cheeky Memories photo booth or Cheeky Memories photo booths.
- 1.4 'The site' means the location or locations at which the goods are to be hired as specified in the booking order form.
- 1.5 'The booking date' means the date of the booking order form.
- 1.6 'The delivery date' means the time and date for delivery of the goods to the site as specified in the booking order form.
- 1.7 'The hiring period' means the period of time for hiring the goods as specified by the event start time and end time in the booking order form.
- 1.8 'The booking fee' means the booking fee specified in the booking order form.
- 1.9 'The deposit' means the deposit specified in the booking order form.
- 1.10 'The hiring fee' means the fee for hiring the goods as specified in the booking order form.
- 1.11 'The services' means the package service specified in the booking order form.
- 1.12 'The booking order form' means the form signed by or on behalf of the hirer specifying details of, but not necessarily all of, the hirer, the site, the delivery date, the hiring period, the hiring fee, the deposit, the booking fee and/or the services.

Agreement

IT IS AGREED between the owner and the hirer in consideration of the owner agreeing to let the goods to the hirer and at the request of the hirer: -

2 Hiring, Delivery & Service

- 2.1 The owner shall let the goods on hire to the hirer and the hirer shall hire the goods from the owner upon these terms and conditions.



- 2.2 The owner shall at its own cost deliver the goods to the site on the delivery date and ensure that the goods are prepared and ready for operation. Such obtaining of delivery by the hirer shall, without any further act, irrevocably constitute delivery to and acceptance by the hirer of the goods under this agreement.
 - 2.3 The hiring of the goods under this agreement shall be for the hiring period.
 - 2.4 In addition to the hiring of the goods, the owner will provide the hirer with the services.
- 3 Booking Fee, Deposit, Hiring Fee and Other Money
- 3.1 The hirer must pay the booking fee on the booking date in order to secure the delivery date and the hiring period.
 - 3.2 The owner will credit the booking fee to the hiring fee.
 - 3.3 At least fourteen (14) days prior to the delivery date, the hirer shall pay to the owner the hiring fee and the deposit.
 - 3.4 The hirer shall pay to the owner interest at the rate of twelve (12%) per cent per annum on:
 - 3.4.1 All money due but unpaid by the hirer under this agreement from the due date of payment to the date of payment to the owner; and
 - 3.4.2 All money paid by the owner in or in connection with the exercise or enforcement of its rights under this agreement, from the date of such payment by the owner to the date of payment to the owner.
 - 3.5 The hirer's obligation to pay all monies payable under this agreement at the times and in the manner herein provided, and the owner's rights in and to such money, shall be absolute and unconditional and shall not be affected by any defect in the goods or the condition, operation or fitness for use of the goods or any interruption or other restriction of or against the hirer's use or operation of the goods for any reason whatsoever, it being the intention of the parties hereto that the booking fee and other money payable hereunder shall continue to be payable in all events in the manner and at the times herein provided.
- 4 Operation, Maintenance and Storage of Goods
- 4.1 The hirer warrants that it will operate the goods with due care and diligence and in compliance with the instructions and recommendations of the owner as to operation, and indemnifies the owner for any breach by it of the warranty hereby given.
 - 4.2 The hirer undertakes that the goods will be and remain at all



times under the hirer's control and that the goods will be kept at the delivery address in the location recommended by the owner upon delivery and the hirer undertakes that the goods will not be removed from the delivery location or address in any circumstance.

5 Cancellation

- 5.1 If the hirer cancels the booking at any time after the booking date, the booking fee will not be refunded.
- 5.2 If the hirer cancels the booking but desires to make an alternate booking, the owner may credit the booking fee to the new booking, but the owner is under no obligation to do so.
- 5.3 If the hirer cancels the booking within fourteen (14) days of the delivery date, the owner may retain the hiring fee.
- 5.4 The owner may cancel the booking at any time without being responsible for loss, provided that the owner must, in such case, refund in reasonable time any booking fee, deposit or hiring fee already paid by the hirer.

6 Privacy

- 6.1 The owner agrees not to sell your details to any third party and will take reasonable measures to ensure that your details remain confidential.
- 6.2 The owner may contact you with future special offers.

7 Use of Images

- 7.1 The hirer gives the owner permission for images taken while providing the services to be used on the website of the owner and for the owner's advertising purposes.
- 7.2 The owner will not use images on their website or for advertising which are deemed unsuitable by the owner and will not use any content that may be personally damaging to any person/s.

8 Risk and insurance

- 8.1 The hirer will assume all risks and liabilities for and in respect of the goods and for injuries to or death of persons and damage to property howsoever arising from the possession or use of the goods. The hirer indemnifies the owner against the loss of or damage to the goods, whether by fire, theft, accident, seizure, confiscation, malicious damage or otherwise, and will indemnify the owner and hold the owner harmless from all other losses,



damages, claims, penalties, liabilities and expenses (including legal costs) howsoever arising incurred as a result of or in connection with the goods or the possession or use of the goods by the hirer.

- 8.2 Any damage to the goods will be paid for by the hirer. The owner shall be entitled to apply the deposit at its discretion in or towards repair or replacement of the goods. Any deficiency between the deposit and repair or replacement costs will be paid by the hirer to the owner within seven (7) days of the hirer receiving written notice from the owner.

9 Reliance and warranties

- 9.1 The hirer hereby acknowledges that, in deciding to enter into this agreement, the hirer has satisfied itself as to the condition and suitability of the goods and their fitness for the hirer's purposes.
- 9.2 All conditions, warranties, express or implied, whether arising by statute or otherwise, as to the condition, suitability, quality, fitness for any purpose or safety of the goods are hereby negated and excluded to the full extent permitted by law, and the owner gives no such warranty or condition and the hirer acknowledges that the owner has not given any such warranty or condition.
- 9.3 The owner and hirer agree that, in the event of a mechanical failure or for any reason or inability to perform such that the hirer cannot provide a functioning photo booth, the owner's liability is limited to the hiring fee. The hirer agrees that the owner will not be responsible for consequential damages.

10 Hirer's Warranties & Guarantee

- 10.1 The hirer warrants and represents to the owner that the hirer, being a company, is duly incorporated, and has full power and authority to enter into and observe and perform the terms of this agreement, or the hirer, being an individual, has full power and capacity to enter into and observe and perform the terms of this agreement.
- 10.2 The person or persons that enter this agreement on behalf of the hirer, being a company, hereby personally guarantee due performance of the company's obligations under this agreement, including the hirer's obligations to pay money.

11 Goods and Services Tax (GST)



- 11.1 The owner is not registered for GST. All prices specified in the booking order form are total price payable.
- 12 Force Majeure
- 12.1 The owner will not be liable for failing to perform under this agreement by the occurrence of any event beyond our reasonable control, including a labour disturbance, internet 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.
- 13 Miscellaneous
- 13.1 This agreement shall be governed by and construed in accordance with the laws of NSW.
- 13.2 If any provision of this agreement shall be found to be void, voidable or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 13.3 The headings in this agreement are inserted for convenience only and shall be ignored in construing this agreement.
- 13.4 The Cheeky Memories photo booth operator may stop the usage of the photo booth at any time during the hiring period 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.
- 13.5 Any variations to these terms and conditions must be agreed to in writing by the owner.