

DEFINITIONS:

The Hire Company – Aurora Pearl Ltd, Finance House, The Square, Great Notley, Braintree, Essex, CM77 7WT

The Customer - The person, company or organization named on the booking form as hiring the Hire Company

The Venue – The building at which the Equipment will be operated for the Hire Period

The Invoice - The document completed by the Hire Company and the Customer detailing the particulars of the Event

The Event – The function location and type to which the hire relates

The Equipment – The Photo Booth, Flick Book, Disco equipment, and any other associated equipment used in connection with the business of the Hire Company

The Hire Period – The agreed hours of operation of the Equipment

- The following Terms and Conditions together with payment is the basis of an agreement between the Hire Company and the Customer for the hire of the Equipment:
- It is The Customers duty to ensure that all details contained on the Invoice are correct as The Hire Company cannot be held responsible for any errors and/or omissions.
- By making payment, The Customer understands and agrees to The Hire Company holding any and all relevant information related to The Booking on a central database. And that these details will be retained after completion of The Event.
- The deposit (stated overleaf) is payable by the date shown on the invoice and the balance outstanding due no later than 30 days before the Event. No booking is confirmed until the deposit has been received by the Hire Company.

- If the Customer cancels a booking with more than 30 days notice the Hire Company will refund all monies less the deposit paid. If the Customer cancels a booking with less than 30 days notice no refunds will be given.
- If the Hire Company cancels a booking for any reason not stated in these terms and conditions, a full refund of any monies paid will be made and the agreement will be terminated immediately.
- If the Customer requires a change of date or venue after booking has been confirmed, the change(s) must be made in writing at least 30 days in advance of the original Event date. Any changes are subject to agreement by the Hire Company upon which an updated invoice will be issued confirming the changes. If any changes cannot be agreed by both parties, the deposit

- It is the Customers duty to provide the Hire Company with complete address details of the Venue. The Hire Company cannot be held responsible for any delays if any details are supplied incorrect.
- It is also the Customers duty to ensure that the Venue is aware that the Hire Company will be attending the Event, that the Venue agrees to this for the duration of the Hire Period, that there is sufficient access to the Venue for unloading and loading of the Equipment and that there is adequate and unrestricted parking at the Venue for the Hire Company. The Hire Company will be happy to liaise with the Venue before the Event if required regarding access and setup etc.
- The Hire Company reserves the right to refuse delivery and set up of the Equipment if the Venue is deemed to be unsuitable by the Hire Company or if the Customer has failed to notify the Hire Company of any delivery, access or setup problems. In such circumstances no refund will be given.
- The Hire Company will make every reasonable effort to attend the Event but cannot be held responsible for any circumstances beyond their control. These include but, not limited to severe weather conditions, traffic delays, vehicle / equipment breakdown or staff sickness. If the Hire Company cannot attend the Event for the Hire Period due to any circumstances beyond their control, they will contact and notify the Customer and / or the Venue as soon as practically possible. In these extreme circumstances the liability of the Hire Company will be limited to a

- The Hire Company must be granted sufficient access to enter the Venue and be provided with an adequate level surface and two standard regulated 13A electrical power sockets within 2m of where the Equipment is to be located. These sockets should be operational and safe to use and not subject to restriction equipment/limiters or any other device(s) that may cause damage/interference to sensitive computer equipment. If there is insufficient space and/or power requirements for the Hire Company to set up and/or operate the hire may be terminated immediately with no refunds due.
- The Equipment is for indoor use only but may be sited within a marquee, taking into consideration the power and level surface requirements detailed above.
- Due to safety concerns, the Equipment cannot be moved once assembled for the duration of the Hire Period.
- The Hire Period will commence and finish at the agreed times detailed on the invoice. If the Hire Period is unable to commence at the agreed time due to setup delays caused by either the Venue not allowing access on time or any part of the Event over running before the Hire Period, the Hire Period will still finish at the agreed time on the invoice.
- The Hire Company reserves the right to terminate the Hire Period immediately if any of the Hire Company's staff are subjected to any abusive or threatening behavior. This also applies to any abuse or damage to the Equipment by the Venue or guests

- In the event of any damage and/or loss to the Equipment during the Hire Period, it is the responsibility of the Customer to bear the cost of repairs and/or replacement. The Hire Period will also be terminated immediately.
- The Hire Company cannot accept any liability whatsoever for any damage to or loss of personal property arising from the use of the Equipment.
- In the event that there is a need to terminate the Hire Period, the Hire Company will always try to speak with the Customer and/or Venue first in an attempt to resolve the matter. If this cannot be resolved and termination is necessary, no refunds will be made.
- The Hire Company provides comprehensive Public Liability Insurance cover for use of the Equipment by the Customer and their guests at the Venue for the duration of the Hire Period. This only applies whilst the Equipment is supervised by a member of the Hire Company and is invalidated at all other times.
- All Equipment remains the property of the Hire Company at all times.
- These Terms and Conditions supersede any other agreements between the Hire Company and the Customer and are subject to the laws of England and Wales.

Additional Terms and Conditions applicable to Flick Book Hire:

The Flick Book setup requires a minimum area 5m x 5m x 2.8m high.
The Flick Book setup is also subject to the terms as stated under "additional terms and conditions applicable to photo booth hire" and "Additional Terms and Conditions applicable to media produced by The Equipment"

Additional Terms and Conditions applicable to Photo Booth hire:

- The Photo Booth requires a minimum area of 3m x 2m x 2.4m high.
- The Hire Company reserves the right to refuse use of the Photo Booth by any guests if they are deemed to be unruly.
- The Photo Booth is available for use by all ages but children must be supervised and accompanied at all times by a parent or guardian.
- The Photo Booth Setup is also subject to "Additional Terms and Conditions applicable to media produced by The Equipment"

Additional Terms and Conditions applicable to DJ and Disco hire and / or Décor Lighting:

- Flashing disco lighting and smoke effects may be used during the Event. It is the Customers responsibility to notify the Hire Company in advance of the Event if any of the guests may be adversely affected by such flashing lighting or smoke effects.
- The Hire Company will make every effort to play as many songs requested as possible but cannot be held responsible if specific selections are not available.

Additional Terms and Conditions applicable to media produced by The Equipment

- The content of all images produced by The Equipment must be of a type suitable for print and transmission by electronic means. Any images deemed to be offensive may be removed by the Hire Company before print and / or transmission.
- The Hire Company reserves the right to reproduce any of the photographs and/or video taken by The Equipment for future advertising and promotional purposes. This applies to both printed and electronic formats. It is the responsibility of The Customer to ensure that their guests have been made aware and consent to this.
- The Hire Company aims to have The Equipment in full operational use for a minimum of 90% of the Hire Period. During the Hire Period it may become necessary to change consumables but this time will always be kept to a minimum.

Additional Terms and Conditions applicable to Dancefloor

INSTALLATION AND REMOVAL

- The dance floor MUST be laid on a sub floor and/or suitable level solid ground
 - It is The Customers responsibility to protect any floor coverings where the dancefloor is to be installed unless it has been arranged and agreed in writing prior to The Event with The Company
 - The Company accepts no liability or responsibility for any damage to existing flooring
 - If the dance floor cannot be installed and/or removed at the pre-agreed times, for reasons attributable to The Customer and/or The Venue then the company reserves the right to cancel the contract without notice OR The Customer shall be liable additional hire fees
 - The Customer (or Person authorised to act on behalf of the Customer) must be on site upon delivery and installation of the dancefloor to confirm the location of the installation, in the event that the Customer and/or Authorised Person is not present The Company reserves the right to use appropriate judgement on the location of the dance floor. It shall be noted that once installation has commenced or been completed there will be an additional charge(s) to relocate the dance floor
 - The Customer is responsible for obtaining any site permits that may be required
- ### DURATION OF HIRE
- The Company reserves the right to ask anyone to stop using The Equipment at any time due to there being a risk to The Equipment or any other persons
 - The Company shall not accept liability or responsibility for any damage caused to The Venue due to the mis-use of the dance floor
 - The Company shall not accept liability or responsibility for any accidents and/or injuries whilst guests are using the dance floor whilst under the influence of alcohol and/or drugs