

# **RM PARTY WONDERLAND**

## **PHOTO BOOTH TERMS OF HIRE & PRIVACY POLICY**

- **The Provider** – RM Party Wonderland
- **The Client** – The person/company/organisation booking RM Party Wonderland for their event

The following contract and its terms will set forth an agreement between the Provider and the Client for the hire of the photo booths. The written contract sets forth the full, written intention of both parties and supersedes all other written and/or oral agreements between the parties.

### **Booking Fee – (Non-Refundable Deposit)**

1. A booking fee of \$500 for the Sky 360, \$400 for the Glam 360, \$350 for the Heart Mirror, \$200 for the Roaming Booth is required at the time of booking of our photo booths with the remaining balance to be paid no later than 30 days prior to your event.
2. If an event is booked within 30 days of the service date, the full invoice amount is due upon booking (a separate invoice will be issued).

#### **Booking fee is non-refundable if cancellation by the Client occurs.**

3. The booking fee is firm and is not subject to any variation. Any payments you make to RM Party Wonderland are protected by our 100% money back guarantee in the event of a non appearance.

### **Payment**

1. If the operator uses the equipment for a time period in excess of the service period agreed, the average in rental time will be billed to the Client at the hourly rate of the photo booth (or part thereof with half an hour increments). Idle Hours are charged at \$60 per hour. Payment for any overage in time must be paid to the Provider before additional hours are provided.
2. The Client's final payment is non-refundable unless RM Party Wonderland does not provide a photo booth hire for you.
3. RM Party Wonderland cannot be held responsible for unforeseen delays at the venue, which are out of our control and so if a non-service is provided because of those delays, full payment will still be required for the hire of our services.

### **Service Period**

1. Provider agrees that the photo booth is operational for a minimum of 80% during the hired period, as operations may need to be interrupted for maintenance.

2. In the event Provider is unable to supply a working photo booth for at least 80% of the Service Period, Client shall be refunded a prorated amount based on the amount of service received.
3. If no service is received, Provider's maximum liability will be the return of all payments received from Client.

## **Our Requirements/Workplace Health and Safety Requirements**

1. Client will arrange for a clean, flat, dry and smoke free area of appropriate space for the photo booth at the event's venue (3mx3m) which includes space for a long table.
2. Client is responsible for providing power and to ensure there is one normal power outlet within 10 metres for the photo booth and to notify venue that we will be setting up at agreed time as stipulated in the contract.
3. Client is required to notify venue that we require 2 chairs for our attendants and to have it provided on the day and time of service provided.
4. If the photo booth is to be setup outdoors, the booth and attendant will require sufficient protection from the elements, in the form of sufficient opaque overhead, to afford protection from the rain, humidity, wind and sunlight.
5. It will be the Client's responsibility to ensure their venue function coordinator or private function coordinator is made aware of these requirements and can accommodate them.
6. To protect RM Party Wonderland's equipment and props, food and drinks are not allowed on the props' table.
7. RM Party Wonderland attendants may pause or terminate the use of the photo booth at any time during the event if they consider that the guests are behaving in a way that the attendants believe to be dangerous to themselves or any person, or potentially damaging the equipment and props.

The video booth attendants reserve the right to exclude a person or persons from the photo booth if the attendant considers that person to be grossly intoxicated or behaving in an aggressive or abusive manner towards the photo booth attendant.

## **Props**

1. No props are to be removed from the designated photo booth area and any damaged, lost or stolen props will be charged to the Client on a new invoice.
2. We agree to supply a wide range of props for our Client and their guests to use at their booked event. We reserve the right to withhold or remove all or certain props from use if the attendant considers they are being damaged, mistreated or continually removed from the video booth area. Children under the age of 10 must be supervised by an adult when operating the video booth or using the props.

## **Date Changes and Cancellations**

1. Any request for a date change must be made in writing at least 14 days in advance of the original event date.
2. Date change is subject to photo booth availability and receipt of a new booking contract. If there is no availability for the alternate date, the deposit shall be forfeited, and event cancelled. Any cancellation will forfeit any deposit payment made.

In the event that the Client cancels the event without prior request to the Provider, the Client agrees that they are liable for the full payment of the invoice.

## **Force Majeure**

1. RM Party Wonderland will not be liable for failing to perform under the agreement by the occurrence of any event beyond our reasonable control, including a labour disturbance, fire, threatened or actual act of terrorism, natural disaster, extreme weather, events (including but not limited to flooding, cyclones, earthquakes, which events might prevent the video booth attendant from reaching the venue or to perform their duties whilst at the venue), or war.

## **Change to Booking Details**

1. Any change to booking details such as venue, time, or template design, etc must be made in writing at least 14 days in advance of the event date to allow for preparation and planning (subject to availability).

## **Damage to Provider's Equipment**

1. Client acknowledges that they shall be responsible for any damage or loss to the Provider's equipment caused by any misuse of the Provider's equipment by Client or its guests.
2. RM Party Wonderland cannot be held in any way liable if equipment or accessories fail or are damaged (including electrical, water or liquid damage) due to any negligence, an act or fault on part of the venue, venue staff, Client, Client's guests or any other person using a RM Party Wonderland photo booth, which negligence, act or fault, wilful or accidental in turn prevented the successful completion of the agreed service by the Provider and all damages will be paid for by the Client.

## **Security Statement**

1. Our payment method's only via our website [www.rmpartywonderland.com](http://www.rmpartywonderland.com) and will be noted on your invoice and should not change at any time. If you receive any emails purporting to

represent RM Party Wonderland, listing changes to our banking details, please contact RM Party Wonderland by phone before making any payments. We will not be held liable for any payments made to the wrong location or bank account.

## Indemnification

1. Client agrees to, and understands the following:

- a) Client will indemnify Provider against any and all liability related to Client's Event during or after Client's event. Client will indemnify Provider from the time of service and on into the future, against any liability associated with the Client.
- b) Client will indemnify Provider against any and all liability associated with the use of videos/photos taken within the photo booth its representatives, employees or affiliates at Client's event.
- c) In the unlikely event of your digital videos/photos being corrupt, lost or stolen, RM Party Wonderland will compensate up to the total value of \$250.

## Client agrees to, and understands the following:

All guests using the photo booth hereby give RM Party Wonderland: The right and permission to copyright and use, photographic portraits and videos/photos of any photo booth user who may be included intact or in part, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose.

In addition, the Client, hereby release, discharge, and agree to save RM Party Wonderland, from any liability, that may occur or be produced in the taking of said video/photo or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for liberty or invasion of privacy.

**If there are any guests that are not allowed to have their photo/video published, the Client must inform RM Party Wonderland in writing prior to date of service hire.**

## Miscellaneous Terms

If any provision of these terms shall be unlawful, void, or for any reason unenforceable under Contract Law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof.

This is the entire agreement between Provider and Client relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

In the event of a conflict between parties, Client agrees to solve any arguments via arbitration. Provider is not responsible for any consequential damages or lost opportunities upon breach of this agreement. We hold the right to edit these terms and conditions at any time.

## Travel and Accommodation

A travel surcharge will apply to events located more than 30 kms from Perth CBD, Western Australia. The Client will be responsible to pay overnight accommodation at a motel/hotel/AirBnB if event is greater than 1.5 hours drive from Perth CBD, and event finishes after 11pm at night. Travel fee outside of 30kms will be \$2/km.

## **Privacy Policy**

We, at RM Party Wonderland treat the privacy of our visitors with the highest importance. This policy details the measures we take to preserving and safely guarding your privacy when you visit or communicate with our site or personnel. The Privacy Policy here has been approved and provided by the legal advice resource Legal Aid.

1. We will not store any credit or debit card details.
2. A detailed explanation of how we may store or otherwise use personal information about you is explained in this Privacy Policy.
3. Regular updates of the Privacy Policy are completed, requiring you to check back on this Policy from time to time.

### **4. Information Collection**

Operation of this site may require collection and processing of the following data:

- 4.1 Visit details to our site or any resources used on our site are not limited to just location and traffic data, weblogs or other communication information.
- 4.2 Information given to us when you contact us for any reason.
- 4.3 Data offered by filled out forms on our site, like a registration or purchase.

### **5. Cookies**

- 5.1 Our advertisers and us may have the occasion to collect information in regard to your computer for our services. The information is gained in a statistical manner for our use or advertisers on our site.
- 5.2 Data gathered will not identify you personally. It is strictly aggregate statistical data about our visitors and how they used our resources on the site. No identifying personal information will be shared at any time via cookies.
- 5.3 Close to the above, data gathering can be about general online use through a cookie file. When used, cookies are automatically placed in your hard drive where information transferred to your computer can be found. These cookies are designed to help us correct and improve our site's services or products for you.

5.4 You may elect to decline all cookies via your computer. Every computer has the ability to decline file downloads like cookies. Your browser has an option to enable the declining of cookies. If you do decline cookie downloads you may be limited to certain areas of our site, as there are parts of our site that require cookies.

5.5 Any of our advertisers may also have a use for cookies. We are not responsible, nor do we have control of the cookies downloaded from advertisements. They are downloaded only if you click on the advertisement.

## **6. Your Information and how it is used**

6.1 Primarily, we collect and store data about you to help us provide better service and products to you. The following are purposes we may use your information for:

6.2 At any time you request information from us via a form or other electronic transmission we may use your information to fulfill that request relating to our services and products. We may also communicate with you on other products or services you may find of interest, only when consent has been provided.

6.3 Contracts we make with you create a commitment, which may require contact or use of your information.

6.4 We have the right to notify you of changes to our website, products or services that could affect our service to you.

6.5 Information on products or services similar to those of an existing consumer purchase may be communicated to you. The information sent to you in a communication will be similar to the subject of a recent sale.

6.6 We may also use your information or allow a third-party use of this data, to offer you information about unrelated products or services you may be interested in. We or third parties can only communicate if you have consented to such communication and data use.

6.7 New consumers can be contacted by our website or third parties only if consent has been granted, and only for those communications you have granted.

6.8 An opportunity for declining your consent is provided on our site. Use this opportunity to withhold your details from us or third parties, regarding data we may collect.

6.9 Be aware we do not reveal identifiable information about you to our advertisers, though we may at times share statistical visitor information with our advertisers.

## **7. Storage of Personal Data**

7.1 The Australian Economic Area is large, but we may have to transfer data outside of this area. If data is transferred outside the Australian Economic Area it will be for storing and

processing. Any processing staff operating outside this area may belong to our website or a supplier, in which they can process or store your information. An example: to process and complete your sale or offer support services we may have to go outside the Australian Economic Area for the transfer. When you click submit of your payment details, personal information or other electronic communication you agree to the transfer for storage and processing. We take all necessary steps for security known to be in agreement with the Privacy Policy found here.

7.2 Information submitted by you is stored on secure servers we have. Any payment or transaction details will be encrypted for full safety measures to be in use.

7.3 As you know, transmission of data on the internet is never guaranteed regarding safety. It is impossible to guarantee your safety with electronic data and transmission. You are therefore at your own risk if you elect to transmit any data. When offered you may create a password, but you are responsible for keeping it confidential.

## **8. Information Sharing**

8.1 Third party disclosure may be necessary in regards to personal information:

8.2 A sale of our business or its assets, in full or part, to a third party may require personal data sharing.

8.3 Legally, we may be asked to share and disclose data details.

8.4 To assist in reducing credit risk and fraud protection.

## **9. Third Party Links**

Links on our site that belong to third parties may be found. These websites have their Privacy Policy, which you agree to when you link to the site. You should read this third party policy. We do not accept claims of liability or responsibility in any way for these policies or links, as we have no way to control the third party sites.

## **10. Accessing Information**

The Privacy Act 1988 provides you with the right to access the information that we collect about you. Please note any demand for access may be subject to a fee which covers our costs in providing you with the data requested. The contact information below needs to be used to request access about details we collect and store on you.

## **11. Contacting Us**

RM Party Wonderland will not sell your personal details to any third party and will take all reasonable measures to ensure that your personal details remain confidential.

We welcome any queries, requests you may have regarding this Privacy Policy, or comments. Please

do not hesitate and feel free to contact us at [bookings@rmpartywonderland.com](mailto:bookings@rmpartywonderland.com).

**The Client agrees to RM Party Wonderland's Terms and Conditions and Privacy Policy by ticking the box during the booking process.**