



Private hire contract

Terms & Conditions

1. Definitions

For the purpose of this Agreement, the following words shall have the following meanings:

“Booking Fee” means the booking fee specified on the Booking Form and Quote and Online Booking System.

“Booking Form” refers to the form you are detailing the Audio Guest Book and/or Products which you wish to hire and the Hire Period and shall include the Online Booking Form contained on our website or any signed and printed version of this form.

“RockPaperPose”, “we”, “us”, “our” means Sara McAvoy trading as RockPaperPose. Sara McAvoy is a sole trader operating as RockPaperPose.

“Force Majeure” means any even which is beyond the reasonable control of RockPaperPose which shall include, without limitation, acts of God, governmental actions, fire, death, illness or other capacity certified by a properly qualified medical practitioner, war or national emergency, acts of terrorism, protests, riot, civil commotion, explosion, extreme weather conditions, flood, epidemic, lock-outs, strikes or other labour disputes or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

“Hirer”, “you”, “your” and **“yours”** are references to you the person hiring the Audio Guest Book and/or products from us.

“Hire Agreement” is a reference to these Terms and Conditions, any Booking Form and payment instructions provided to you.

“Hire Charge” is a reference to the charge we make for the hire of the Audio Guest Book and/or products to you and which is detailed in any quote we may provide to you.

“Hire Period” is a reference to the period which you have agreed to hire the Audio Guest Book and/or products and which is specified on the Online Booking Form or a Quote.

“Audio Guest Book” means the Audio Guest Book which we agreed to hire to you in accordance with these Terms and Conditions.

“Products” refers to all products shown on our website.

“Quote” means the quotation document for Corporate and Private events issued to the Hirer which details the Audio Guest Book and/or Products to be hired and the Hire Period.

“Terms and conditions” means the terms and conditions of hire of the Audio Guest Book and/or Products as set out in this document.

2. Agreement to Online Terms and Conditions

2.1 When hiring an Audio Guest Book or any of our Products from us you do so in accordance with this Hire Agreement. You are deemed to have accepted the Hire Charge for the hire of the Audio Guest Book, and other terms such as delivery, which have been quoted to you at the time of placing your order.

2.2 All Products shown on our website are subject to availability. The images of the Products on our website are for illustrative purposes only and may vary slightly from those images.

2.3 Any contract for the hire of the Audio Guest Book is between you and RockPaperPose.

2.4 The Terms and Conditions displayed on the website at the time of booking your event shall apply to your booking. We reserve the right to amend or update our Terms and Conditions at any time and any subsequent bookings made by you shall be governed by such terms. We reserve the right to alter our pricing on our literature and website at any time without prior warning but this will not affect bookings which have been confirmed by us.

3. Making a Booking

3.1 Booking Form

3.1.1 Once you have filled out the Booking Form on our website with respect to your hire requirements, you will receive an email from us acknowledging that we have received your request. This does not mean the booking has been accepted. We will send you a confirmation email with our contact details, details of the Product you have hired (and any additional add-ons) for the requested event date, the final full cost (including VAT) and an invoice for the Booking Fee. A contract between us will only be formed once we confirm receipt of your Booking Fee for hire of the Product on the requested date. If a Product is no longer available for hire we will inform you of this by email and your order will not be processed, or if a payment was taken you will be refunded for the full amount.

3.1.2 All Private bookings must be made via our Online Booking Form and payments made through the online link provided to you via email. Particular care must be taken when completing the Online Booking Form as changes may only be made in writing and with our consent. All details stated on the Booking Form will be accepted by us as correct including

spelling, punctuation and grammar, unless you notify us otherwise in writing. Any costs that we incur as a result of relying on incorrect information supplied by you must be reimbursed by you.

3.2 Payment

3.2.1 In order to secure your booking a Booking Fee of £50 must be paid. The Booking Fee covers any administration costs and secures the services of RockPaperPose. The Booking Fee is non-refundable. Reservations are made on a strictly first come, first served basis. Dates will only be secured upon receipt of the Booking Fee, completed Booking Form and acceptance of our Terms and Conditions by electronic signature.

3.2.2 Following payment of the Booking Fee, the balance of the Hire Charge must be paid in advance of the Hire Term (usually 60 days prior to the event). You will be prompted via email to pay the balance by the due date. Failure to pay the balance by the due date will result in the cancellation of your order. Payment for additional images, services and products are to be made at the time of ordering.

3.2.3 You are not entitled to a refund of any part of the Hire Charge where the Hire Period has ended early due to the Audio Guest Book being damaged, lost or stolen during the Hire Period or any breach by you of these Terms and Conditions.

3.3 Cancellation and refund policy

3.3.1 In the event that you decide to cancel your booking you must notify us immediately in writing. A cancellation fee will be payable calculated based on the period of notice you have given us. These are detailed below:

Please note that the cancellation fee is separate and in addition to the booking fee.

Cancellation fees

More than 60 days before the Hire Period commences: Full Refund less the non-refundable deposit

Less than 60 days (but more than 30) before the Hire Period commences: 25% of the total Hire Charge

Less than 30 days (but more than 14) before the Hire Period commences: 60% of the total Hire Charge

Less than 14 days (but more than 7) before the Hire Period commences: 75% of the total Hire Charge

Less than 7 days before the Hire Period commences: 100% of the total Hire Charge

3.3.2 The applicable cancellation fee will be deducted from the total amount of fees already paid and the balance shall be refunded to you within 30 days of receipt of your cancellation notice.

3.3.3 At your option and provided you give us more than 30 days notice of cancellation, you may cancel the booking and request that the Booking Fee is transferred to an alternative booking, providing we are available.

3.3.4 We reserve the right to cancel your booking without liability to you and without any obligation to refund your Booking Fee if:

- You do not pay us the balance of your Hire Charge by the date due for such payment
- We have reasonable grounds to believe that you may not pay us the balance of your Hire Charge by the due date and we have requested you to explain the position and you have not done so satisfactorily
- We discover, before you have paid the balance of your Hire Charge, that you have deliberately concealed information, or deliberately given us incorrect information, about your booking in circumstances where (if you had not done so) it would have been reasonably foreseeable that we would not have accepted your booking

3.3.5 If we cancel your booking under any of the circumstances above, the cancellation fees set out in the table above shall apply.

4. Basis of Hire

4.1 Audio Guest Books or Products hired from us are not intended for your commercial use (apart from promotions) and must only be used in accordance with these Terms and Conditions.

4.2 The Hire Period for the Audio Guest Book and our Products is for the period specified on the Booking Form. This Hire Agreement is not covered by the Consumer Credit Act, 1974 as the Hire Period is less than 3 months.

4.3 The Hire Period shall commence and end on the dates specified on the Booking Form. No extension to the Hire Period is permitted without our express written consent and receipt by us of the appropriate charge.

4.4 RockPaperPose will send the Audio Guest Book out 2-3 days before the event via Royal Mail Special Tracked Delivery to a pre specified address. RockPaperPose will enclose a prepaid returns label inside the parcel in which the hirer will drop off to their nearest Post Office one working day after the event.

4.5 The Customer assumes complete responsibility to return the audio guest book hire at The Customers nearest post office on the next working day after The Customers event date. Failure to return the audio guest book at The Customers nearest post office on the next working day after The Customers event date will incur a £50.00 late return fee which The Customer must pay in full before any audio recordings captured on the audio guest book are transferred to The Customer.

Failure to return the audio guest book after 5 workings days from The Customers event date will require full payment to replace the audio guest book. The Customer agrees to be bound

by our return timelines unless agreed otherwise in writing by Odd Audio Guest Book and The Customer.

The Customer is responsible for completing full payment to return the audio guest book via Tracked Special Delivery Guaranteed by 1pm Royal Mail if returning the audio guest book hire after the prepaid returns label has expired. Under no exceptions do we permit another delivery service to be used. Failure to return the audio guest book using the Tracked Special Delivery Guaranteed by 1pm Royal Mail service is a breach of our terms of service and The Customer assumes full liability for full payment to replace the audio guest book or payment for business lost due to the late return of the audio guest book.

4.6 The Customer agrees to use the hired items in the United Kingdom, excluding all other countries. The Customer must not travel outside of the United Kingdom with the hired items or make arrangements for another party to travel with the hired items outside of the United Kingdom.

The Customer assumes complete responsibility for any loss of or damage to our equipment (other than fair wear and tear) caused by any misuse of the equipment by the Customer, their employees, or their guests. The Customer shall be responsible for any loss of or damage to our equipment caused by Theft, Fire, Flood or Accidental Damage. In the event of any loss or damage to our equipment The Customer is liable to repay in full the total costs to replace or repair our equipment.

The Customer assumes complete responsibility for safely packaging the audio guest book and hired items in preparation for returning the items hired in the same condition as the package was delivered/received. Any damage caused to the items hired in transit after the customer has returned the hired items shall be the sole responsibility of the Customer. The Customer assumes full responsibility for any damage caused to the audio guest book while in use or in transit when returned to us that may result in audio files being damaged/corrupted/missing.

We assume complete responsibility for any loss of or damage to our equipment caused by any negligence or fault by us.

4.7 Please inspect your order upon reception and contact us immediately if the item is defective, damaged or if you receive the wrong item, so that we can evaluate the issue and make it right.

In the event that audio files recorded are missing/damaged/corrupted caused by negligence, fault, damage or misuse by the customer we will not provide any refund of any monies paid for the hire.

In the event that audio files recorded are missing/damaged/corrupted caused by any negligence or fault by us we will provide a full refund of all monies paid for the hire.

5. Installation and Use of the Audio Guest Book

5.1 All technical issues or other problems concerning the Audio Guest Book which cannot be resolved by the Hirer must be reported to RockPaperPose as soon as possible in order to provide us with an opportunity to remedy the problem.

5.6 The Hirer must follow the directions of use provided by RockPaperPose to make sure the Audio Guest Book is set up appropriately for use. RockPaperPose will not offer any refund if the Hirer has set up the Audio Guest Book incorrectly, or failed to turn The Audio Guest Book on.

5.7 If the Audio Guest Book malfunctions beyond the repair of the Hirer and RockPaperPose through technical issues and not through damage caused by the Hirer or guests, RockPaperPose will refund customer appropriately.

5.8 We cannot be held responsible for the number of times the Audio Guest Book is used. In this instance no financial reimbursement shall be given.

6. Risk and Ownership of The Audio Guest Book

6.1 Full ownership in the Audio Guest Book shall remain fully vested in us at all times. You have no right, title or interest in the Audio Guest Book other than that you are entitled to hire the Audio Guest Book for the Hire Period.

6.2 You hereby indemnify us against any losses, costs, damages or expenses that we may reasonably incur as a result of your breach of any of these Terms and Conditions and any loss or damage caused to the Audio Guest Book.

7. Termination of Hire

8.1 RockPaperPose will not tolerate any abuse or threatening behaviour to any of our staff or abuse of the Audio Guest Book or equipment. If this occurs RockPaperPose retain the right to terminate the hire immediately. This applies equally to you and your guests. RockPaperPose may terminate the hire in cases where our staff are of the reasonable view that the equipment belonging to RockPaperPose or the Audio Guest Book itself is in danger of being damaged or has been damaged due to the actions or unruly behaviour of the people using the Audio Guest Book(s). Wherever possible and reasonable to do so we will speak with you or the venue first to try to resolve the matter before any termination is enacted. If we do terminate, for any reason, the full Hire Charge will remain due and we will not issue any refunds for any period of hire not provided. Moreover, you will be fully responsible for any damages caused by you or your guests or other attendees at the event to the Audio Guest Book and or equipment howsoever caused, with the sole exclusion of damage caused by RockPaperPose staff. You will be invoiced for the replacement of any damaged or broken parts including the cost of labour.

8.2 We also reserve the right to terminate the Hire Agreement at any time if you are declared bankrupt, enter into any arrangement with your creditors, or being a company, go

into liquidation or are wound-up, or being a partnership, is dissolved or if, in our reasonable opinion, one of the aforementioned events is likely to occur.

8.3 We shall also be entitled to terminate the hire immediately where we have reasonable grounds to believe that you have acted in breach of this Hire Agreement.

Photograph Usage and Ownership

9.1 Copyright

The 1988 Copyright Design & Patents Act – section 77 & 80 assigns copyright of photographs/digital images to RockPaperPose. It is contrary to the act to copy or allow to be copied photographs captured by RockPaperPose by any means.

10. Limitation of Liability

10.1 We disclaim any and all liability to you for the supply of the Audio Guest Book to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If we are found liable for any loss or damage to you such liability is limited to the Hire Charge you have paid. We cannot accept any liability for any loss, damage or expense, including any direct or indirect loss such as loss of profits, to you howsoever arising.

10.2 We shall not be held liable for any failure or delay in performing the service and hiring the Audio Guest Book where such failure arises as a result of a Force Majeure event. In such circumstances our liability shall be limited to a pro rata refund of the deposit where applicable.

10.3 We do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the hire of the Audio Guest Book. We do not make any representation or guarantee that use of the Audio Guest Book in any promotional context will generate revenue or customers for you or your business.

10.4 Our total liability to you in respect of all other losses arising under or in connection with this Agreement, whether in contract, negligence, breach of statutory duty, or otherwise, shall in no circumstances exceed the hire price of the Products. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

10.5 We shall not be liable for any misrepresentations other than fraudulent misrepresentations.

10.6 Nothing in this Hire Agreement shall limit our liability for personal injury or death arising as a direct result of our negligence.

11. General

11.1 We may subcontract any part or parts of the services that we provide to you from time to time and we may assign or novate any part or parts of our rights under these Terms and Conditions without your consent or any requirement to notify you.

11.2 We may alter or vary the Terms and Conditions at any time without notice to you.

11.3 The Hire Agreement constitutes the entire agreement between you and us. No other terms whether expressed or implied shall form part of this contract. In the event of any conflict between the Hire Agreement and any other term or provision, this Hire Agreement shall prevail.

11.4 If any term or condition of the Hire Agreement or these Terms and Conditions shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the terms shall continue in force without such term or condition.

11.5 This Hire Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.

11.6 No delay or failure on our part to enforce our rights or remedies under the Hire Agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.

11.7 It is not intended that the undertakings and obligations of the parties set out in this Hire Agreement shall be for the benefit of and capable of being enforced by any other person by virtue of the Contracts (Rights of Third Parties) Act 1999.