

# Audio Guestbook & Telephone Box

## Terms and conditions

### Marley's Magical Creations

1. This contract reflects the verbal agreement. It shall include any terms agreed prior to its issue. It shall be deemed un-accepted unless the retainer reservation fee is received by within 14 working days of the issuing date. No alterations may be made to this contract by hirer / contracted artiste's / crisis cover entertainers without prior approval consent from. Please Note: by paying the agreed deposit you agree that you are making a confirmed booking and entering into a contract which carries your acceptance, in full of the booking terms.
  
2. The Client shall have the right to cancel the booking by serving upon venue stylist not less than 90 clear days notice in writing. In the event of the client wishing to cancel this contract agreement for any reason other than Act of God or National Disaster, any advance reservation payment will be **forfeited**.
  
- 2.1 A cancellation fee of not less than 50% of the agreed fee will be due if the cancellation is within fourteen days of the performance or hiring of equipment.
  
- 2.2 A cancellation fee of not less than 75% of the agreed fee will be due if the cancellation is within seven days of the performance.
  
- 2.3 The whole of the agreed fee will be due if cancellation is within 48 hours of the hire.

**3.** Reservation fee: you agree to our reservation fee of £100 which is payable in advance to secure hiring of equipment. The reservation fee is deducted from the total payable.

**4.** The Balance should be paid in full 14days prior to the event or booking date. This should be paid via bank transfer. Any money paid via bank transfer should be notified directly to ourselves either by text or email.

**5.** In the unlikely event that the venue stylists is unable to attend personally due to an accident or sudden illness, venue stylist shall endeavour to provide a suitable substitute offering a similar service at no additional charge to the client or issue a full refund.

**6.** Marley's Magical Creations will not be liable for failing to attend a booking, where the reason for non-attendance or late arrival is caused by adverse weather conditions (including Snow & Flooding), road closure, road traffic accident, vehicle breakdown, fuel shortages, acts of terrorism, industrial action, or other unavoidable circumstances deemed beyond our control.

**7.** The hirer will appreciate that suitable time for venue access, safe installation and dismantling and safe removal of equipment from venue is required in addition to performance time. Therefore, the hirer and venue will allow suitable time for the installation and dismantling and removal of venue dressing equipment (up to a minimum of 3 hours each side of booking times). Where appropriate, the hirer will also inform the venue, in advance, of artiste(s) or venue stylists requirements. Please note: venue stylists shall not be liable for any additional charges levied to the client by the venue in relation to equipment assembly / removal timescales.

**7.1** The hirer must ensure the venue is fully aware of our arrival times and the function room is to be ready for our arrival, Marley's Magical Creations and staff

are not permitted to remove venue's equipment i.e. chairs and tables etc. If the room is not ready, we hold the right to refuse set up or hirer will be charged for additional time of Marley's Magical Creations staff will require in providing the additional service of room preparation for the amount of £50 per hour.

**8.** Unwarranted Abuse or threatening behaviour from hirer's guests or venue management or venue staff will not be tolerated and will result in the venue stylists equipment will to be removed at no prior warning.

**9.** The hirer agrees that compensation for any loss of or damage to venue stylists equipment, vehicle(s) or personal belongings caused by hirer's guests, venue customers and or venue staff may be sought including any additional costs.

**10.** The hirer agrees that the confirmed start and finish times as specified in the contract are accurate and correct. Any extension beyond the confirmed finish time is at the discretion of Marley's Magical Creations and the management of the venue and chargeable at £50 per hour.

**11.** We will not be liable for any refund, in part or whole, where 'we' are late accessing the venue and setting up purely because of earlier events over-running, or where 'we' are prevented from accessing, setting up or providing our professional services by the venue management. Neither will the venue stylist be obligated to provide an extension to the agreed timescale on a pro-rata basis in these circumstances.

**12.** Any items hired from Marley's Magical Creations are for the date stated on the invoice form only.

**12.1** All items hired are for in door use only, unless prior permission has been given. Items placed outside will be at hirers risk only.

**13.** ONLY a member of Marley's Magical Creations can move any items unless prior permission has been given. Any event requiring moving to a second set up will result in an additional charge.

**14.** No food or drinks are to be placed on any equipment provided by Marley's Magical Creations as they can cause damage, if you see this please remove from equipment, as hirer will be liable for damages.

**15.** Items hired cannot block any access points or fire exits at any time, so please do not ask.

**16.** Marley's Magical Creations will not be held responsible for any injuries or damages to persons or property, however sustained from any items under hire.

**17.** Marley's Magical Creations will not be held responsible if the audio guestbook fails to record, or recordings are lost, although we will take every precaution necessary to ensure this does not happen.

**17.1.** Marley's Magical Creations will refund 50% of hire price of the audio guestbook and telephone box if recordings do fail/ or deleted by failings made by Marley's Magical Creations staff.

Please be aware in paying the deposit you are agreeing to all terms and conditions set out.

Hirer has the right to cancel the booking up to 14days after paying a deposit with the deposit refunded in full.