

Terms & Conditions

for hire agreement

capture the moment...



1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement unless the context requires otherwise the following words and expressions have the meanings shown next to them, unless stated otherwise:
- '**Contact on the day**' the contact named by the Hirer on the Contact on the day form. Please note that if on the day the Contact on the day is not available then Memento reserves the right to select an appropriate alternative. This may include, but not be limited to, a member of staff at the Venue, an events coordinator, a User or a close family member or friend of the Hirer or indeed the Hirer themselves.
 - '**Contact on the day form**' the form completed to confirm finer details of booking including Contact on the day, to be signed by the Hirer.
 - '**Hirer**' the main booking contact named on the Booking Form.
 - '**Hire date**' the date the Video Booth is hired.
 - '**Hirers Risk**' the period that starts once the Hand-Over Documentation is signed by the contact on the day and shall remain operative until receipt of the Video Booth to the satisfaction of Memento.
 - '**Booking form**' the form that is completed by the 'Hirer' to book the Video Booth.
 - '**Video Booth**' the video messaging service and related equipment.
 - '**Hand-Over Documentation**' the form completed on the Hire date, which is signed by the Contact on the day and the Memento Representative.
 - '**Location**' the location of the Video Booth once delivered and configured by a Memento Representative on the Hire date.
 - '**User**' the people that use the Video Booth whilst out on hire to the Hirer.
 - '**Venue**' the postal address at which the Video Booth is to be located on the Hire date.
 - '**Memento Representative**' Memento or a representative, either employed directly or sub-contracted for Memento.
 - '**Memento**' the company trading as Memento.
- 1.2. In this Agreement the words '**include**', '**includes**', '**including**' and '**such as**' are to be construed as if they were immediately followed by the words '**without limitation**'.
- 1.3. Reference to the singular includes the plural and vice versa.

2. COMMENCEMENT

- 2.1. The Agreement shall commence on the date the deposit is paid to Memento and shall be operative until receipt of the Video Booth from the event venue to the satisfaction of Memento.

3. USE OF KIOSK

- 3.1. The Hirer is to ensure the Video Booth is used in accordance with the instructions or advice of Memento given to the contact on the day and ensure that it will be used safely and without risk to health, shall not remove or alter or permit removal or alteration of identification numbers or marks on the Video Booth, and shall keep the Video Booth properly protected and safe. Under no circumstances shall Memento have any liability of whatever kind for any defects resulting from wear and tear, accident, improper use by the Hirer or Users, except in accordance with the instructions or advice from Memento.
- 3.2. The Hirer is to ensure the Video Booth shall not be moved from both the Location and Venue, other than by a Memento representative.
- 3.3. The Hirer is to obtain any consent or permissions in the use of the Video Booth at the Venue and Memento shall not be held liable for refusal or lack of any consent or permission.
- 3.4. The Video Booth shall at all times remain the property of Memento.
- 3.5. The Video Booth shall be delivered on date of Hire at which time the Memento representative will leave the Video Booth operational and in suitable condition for use. The Contact on the day will sign the associated Hand-Over Documentation to confirm that they agree that the Video Booth is operational and not damaged.
- 3.6. The Memento representative has the right to refuse to deliver the Video Booth if:
- It believes that the Video Booth will not be used properly;
 - The Venue or Location is believed to be unsafe or a risk to health;
 - The Venue or Location is believed to possibly cause damage to the Video Booth;
 - The Venue or Location is believed to not be secure;
 - The Contact on the day cannot be found to sign the Video Booth Hand-Over Documentation;
 - The Contact on the day refuses to sign the Video Booth Hand-Over Documentation.
- 3.7. The Contact on the day has the right to refuse to accept the delivery of the Video Booth if:
- They believe the Video Booth to be unsafe or a risk to health;
 - The Video Booth is damaged to the point of being unusable;
 - The Video Booth arrives outside of the delivery timings listed on the Details form.

4. PAYMENT

- 4.1. A deposit as specified on the website shall be paid by the Hirer to Memento. A receipt shall be sent to the Hirer by Memento. The receipt is the only proof of booking that the Hirer shall receive.
- 4.2. An invoice in respect of hire will be issued to the hirer 12 weeks prior to the hire date and FULL payment must be made by the due date, which will be no later than 6 weeks prior to the Hire date.
- 4.3. If the Hirer fails to pay the invoice price by the due date then Memento has the right to cancel the booking with no deposit being returned to the Hirer.
- 4.4. No refunds are to be given due to fault of the Hirer in operation of or use of the Video Booth or in lack of obtaining or in the refusal of the appropriate consents or permissions. No refund will be made for low usage of the facility.

5. CANCELLATION

- 5.1. Upon receipt of written notification of cancellation 6 weeks prior to Hire date Memento shall refund any monies paid less the Deposit.
- 5.2. Upon receipt of written notification within 6 weeks prior to Hire date no refund will be provided.

6. DAMAGE, LOSS AND REPAIR

- 6.1. The Hirer shall be responsible for the loss, theft or destruction of or for any damage to the Video Booth occasioned in any manner or by whosoever or by any cause whatsoever while the Video Booth is at the Hirer's risk (other than as a result of fair wear and tear) and fully and effectually indemnify Memento in respect of all claims, proceedings, costs, expenses, loss, damage and liabilities incurred by Memento arising directly or indirectly from any such, loss, theft, destruction, injury or damage.
- 6.2. Memento shall not be responsible for any damage to the DVD or its presentation, which is beyond its control.

7. TERMINATION ON DEFAULT, ETC

- 7.1. Without prejudice to the provision of clause 4.4, Memento may by written notice (in addition to any other rights) terminate this Agreement or suspend its performance of all or any of its obligations under the same immediately and without liability whether for compensation or damages or otherwise if the Hirer fails to comply with any of its obligations under the terms of this Agreement.

8. ENTIRE AGREEMENT

- 8.1. This Agreement expresses the entire agreement between the Parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations oral or written, expressed or implied other than those contained herein.
- 8.2. No warranties, representations or other matters were relied upon by the Hirer causing it to enter into this Agreement other than those expressly set out herein.
- 8.3. This Agreement shall not otherwise be modified in any way except by a written instrument signed by the Parties.
- 8.4. Except in the case of fraudulent misrepresentation the only remedy available to the Hirer in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract.

9. FORCE MAJEURE

- 9.1. Memento shall not be liable for any failure in the performance of any of its obligations under this Agreement caused by, and may suspend performance of the same during, factors outside its control including, but not limited to, disorder and natural disasters.

10. THIRD PARTIES

- 10.1. The Parties do not intend that any term of this Agreement may be enforced by a third party as defined in the Contracts (Rights of Third Parties) Act 1999 under the provisions of that Act.

11. NOTICES

- 11.1. Any notice required to be given for the purposes of this Agreement must be by registered or recorded delivery mail.
- 11.2. The Hirer's address for the service of notice shall be address stated on the Booking Form. Any changes of address must be notified and acknowledged to be deemed as valid.
- 11.3. A notice shall be deemed to have been serviced if a notification of completed recorded delivery notice is provided via royal mail.

12. CHOICE OF LAW AND JURISDICTION

- 12.1. This contract shall be governed by English law and subject to the exclusive jurisdiction of courts of England and Wales in all matters regarding it except to the extent that Memento invokes the jurisdiction of the courts of any other country.

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Please save or print a copy of these Terms & Conditions for your records.

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