

## **Congrats Chats Audio Guest Book Hire Terms & Conditions**

### **Definitions**

‘Congrats Chats/We/Our’ – Melbourne Cityside Pty Ltd trading as Congrats Chats Audio Guest Books and any employees. ‘Customer/You/Your’ - The person, company, or other body which is hiring from Congrats Chats. ‘Guest Book’ – Physical phone that records voice messages. ‘Equipment’ – Guest Book and associated hire items provided to the Customer from Congrats Chats including transport case, signage, and charging cable. ‘Booking’ – Act of confirming Equipment hire and acceptance of Terms & Conditions through payment by Customer. ‘Hire Period’ - The time the Equipment is booked and paid for including additional time due to late return. ‘Start Date’ - The first day of the Hire Period. ‘End Date’ - The last day of the Hire Period. ‘Content’ – audio messages recorded by the Guest Book.

### **Delivery of Services, Delivery & Return of Equipment**

**Delivery & Return Shipping of Equipment** - Delivery and return shipping Australia-wide is included in the hire price of your Equipment. You will receive your Equipment at least 3 days prior to the Start Date of your Hire Period unless there is a delay in shipment outside of our control. Typically, we deliver within two to five days prior to your Start Date. We will provide a prepaid shipping satchel for the return of your Equipment. You are required to take the Equipment in the prepaid satchel to a post office or express parcel box within 3 day after the End Date of your Hire Period. Futile deliveries and delayed returns may incur additional courier / hire charges.

**Delivery of Content** - You will receive access to your private gallery of audio messages within 2 business days of Congrats Chats receiving your Equipment back. You will receive all the content recorded on the Guest Book.

**Preloaded Voice Greeting** - Included in the hire of the Equipment is having your personalised voice greeting preloaded into the Guest Book so it is heard by users prior to leaving a message. You agree to record and send your voice greeting. If you fail to provide your voice greeting prior to 12 days before the Start Date then your Guest Book will be loaded with a generic greeting.

### **Changes and Cancellations**

**Booking Cancellation** – Cancel your booking 30 days or more prior to your Start Date and you will receive a full refund. If you cancel your booking within 29 to 12 days prior to your Start Date you will receive a 50% refund. If you cancel your booking within 12 days or less of your Start Date no refund will be provided as your Equipment will have likely already been dispatched. We cannot issue refunds during sales periods.

**Changing Guest Book Style** – There is no charge for changing the style of your Guest Book 12 days or more prior to your Start Date. However, changes are subject to availability of the requested style. Changing the style of your Guest Book within 12 days or less of your Start Date is not possible as your Equipment will have likely already been dispatched.

**Changing Hire Period** – You may change the Hire Period of your booking for no charge up to 12 days or more prior to your Start Date. Changing your Hire Period within 12 days or less of your Start Date is not possible as your Equipment will have likely already been dispatched.

### **Limit of Liability**

**Maximum Damages** - You agree that the maximum amount of damages you are entitled to in any claim relating to the hire of the Equipment is limited to the total cost of your booking.

**Issue with Delivered Equipment** – You agree to notify Congrats Chats within 12 hours of your Equipment being delivered of any issue. Issues may include but are not limited to damage, non-working function, incorrect style, or incorrect preloaded voice greeting. Once notified and problem is confirmed we will work to find a suitable resolution no later than your Start Date at no cost to you. If we cannot rectify the issue you will be offered your choice of a full refund or credit.

**Loss and Damage of Equipment** - Except for loss or damage reported within the timeframe set out in 'Issue with Delivered Equipment' you agree to bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever during your Hire Period. In the event of any damage to the Equipment we may charge you the full cost of repair. In the event of damage beyond repair or loss of the Equipment we may charge you for the full cost of replacement. You agree to return the Equipment clean. Should the Equipment returned be deemed dirty, we reserve the right to charge you a cleaning fee of \$50. A reasonable level of wear and tear to the Equipment through normal use is accepted and is at the sole discretion of Congrats Chats.

**Condition of Equipment** – We understand your Guest Book may be part of the aesthetic of your wedding or event, so we replace parts and complete maintenance of the Equipment to ensure it is of the best condition. You accept that the Equipment may be used and may have minor cosmetic flaws.

**Repairs & Alterations** - You agree not to attempt to repair or materially alter the physical or otherwise makeup of the Guest Book under any circumstance regardless of fault unless given written consent by Congrats Chats.

**Removal of Content** - You agree not to attempt to remove content from the Guest Book unless given written consent by Congrats Chats.

**Errors Using Equipment** – We will provide you with instruction on how to operate your Equipment with the inclusion of a physical instruction card and through email. We will also provide you with 'How To' signage for your guests. You agree to release Congrats Chats of any responsibility if there are errors in the use of the Equipment and assume all risk of operation of the Equipment.

**Loss of Content** - We take the greatest care in ensuring the safe transport of the Guest Book, the extraction of content, and delivery of the content to you. In the unlikely event that content is lost or damaged for reasons not related to actions taken by you we will provide you with a full refund.

**Content Quality** – Audio messages are recorded in the highest quality possible. However, the recording quality of the audio messages is subject to external factors such as background noise, how close the microphone is held to the mouth of the user, and how the user speaks. You agree to release Congrats Chats of any responsibility related to the quality of the content provided.

**Force Majeure** – We will not be liable for failure to perform any obligations otherwise required herein in the event of strikes, lockouts, calamities, acts of God, fire, flood, pandemic, and/or unavailability of supplies or other events over which lessor has no control for so long as such event continues and for a reasonable period of time thereafter.

### **Intellectual Property**

**Copyright Ownership** - All copyright is shared between Congrats Chats and the Customer and both have the right to reproduce the content. You agree that we may use the content for promotional purposes unless you advise otherwise prior to the Hire Period. You agree to release all claims to profits that may arise from our use of the content. We will not use content for promotional purposes which is deemed unsuitable or may be personally damaging to any person/s. You agree not to use the content for commercial purposes without written consent from Congrats Chats.

**Tampering** - Due to the intellectual property held within the physical construction and software of the Guest Book any tampering proven by built-in tamper measures or otherwise will incur a \$1,000 fee.