

## 1. Definitions

1.1 When words with capital letters are used in these Terms, they will have the meaning given to them below:

- (a) The Company/ Company's: Hello Gorgeous Photo booths.
- (b) Additional Services: any additional services which The Company may agree to You.
- (c) Booking: Your order for the Services as set out on the Booking Form.
- (d) Deposit: the amount payable by You on receipt of booking confirmation from The Company.
- (e) Design Services: promotional artwork, photo template design, or bespoke prop design to be used at the event.
- (f) Guests: users of the Services or people attending Your event.
- (g) Operating Instructions: instructions supplied by The Company as guidance on how to operate the Photo booth.
- (h) Photo booth: the mobile booth, camera, prop box and all other equipment used for taking photographs, in the course of providing the Services.
- (i) Photo booth Services: the provision of the photo booth to be used by Your Guests to take photographs at Your event.
- (j) Representative: an employee, agent or contractor.
- k) Services: either of:
  - (1) The provision of (a) Photo booth(s) the consumables, whereby You, the Customer or Your Guests has complete control of the equipment without the need for a Representative of The Company; or
  - (2) The provision of (a) Photo booth(s), the consumables and the provision of Representatives to set up and operate the Photo booth for the Contracted Hours that The Company are providing to You as set out at the time of booking.
- (l) Set-Up Duration: the time during which the Photo booth and equipment is unloaded and made ready for use at the Venue and dismantled following the Operation Duration.
- (m) Operational Duration: the time during which the Photo booth is in use by You and Your Guests.
- (n) Total Duration: the total time that the Photo booth and Our Representatives are on site at the Venue, including Set-Up/Break down Duration.
- (o) Total Price: the full sum payable by You for the Services provided, including deposit.
- (p) Venue: the place where the Photo booth Services are to be provided.
- (q) You/Your: the person/persons or firm who purchases Services from The Company.
- (r) We/Our/Us: Hello Gorgeous Photobooths.
- (s) The words 'writing' or 'written' in these Terms will include e-mail.

## 2. Our contract with you

2.1 These are the terms and conditions by which The Company will supply to You.

2.2 These Terms will become binding on You and The Company following the earlier of:

- (a) Your signature of these terms and conditions; or
  - (b) Payment of Your Deposit has been received at which point a contract will come into existence between you and The Company.
- 2.3 Until either of the requirements under 2.2(a) or 2.2(b) have been received The Company are under no obligation to reserve or offer any guarantee that the Services are available for Your requested date, until such time as confirmation of the booking has been confirmed to You in writing.
- 2.4 A booking reference will be assigned to Your Booking. Please quote the booking reference in all subsequent correspondence with The Company relating to the Booking.

## 3. Changes to the booking terms

3.1 The Company may revise these Terms or change the Booking from time to time in the following circumstances:

- (a) Where You wish us to undertake any additional services that may be agreed in writing between You and The Company.
- (b) Where any additional services are requested then the costs will be invoiced separately and confirmation of the additional services requested will be sent to You. In the event any additional services are requested the request should be made in writing to The Company. These terms and conditions will apply to any additional service booked by You.

3.2 The Company reserves the right to substitute equipment with equipment of a similar type and value without notice in the event of previous damage or loss.

3.3 If you wish to cancel a Booking before it has been fulfilled please see the fee for doing so as set out in clause 9 & 11.

## 4. Providing Design Services

4.1 Where The Company provides You with Design Services, where time permits We will provide You with an electronic proof of any artwork for approval before it is finalised. It is your responsibility to review and check the accuracy of all the details including spellings, names and dates on any and all such revisions of such artwork

4.2 Unless agreed with The Company on writing no more than 3 revisions shall be made to anyone piece of artwork. In the event that more than 3 revisions are required, an additional charges will apply which The Company will quote before carrying out further revisions.

## 5. Providing Photo booth Services

5.1 The Company will make every effort to perform the Services for the Booking, however there may be delays due to an event outside Our control. If this is the case The Company will not be liable for any loss suffered by You as set out in clause 13.

5.2 By Booking The Company You confirm that the Venue where the Services are to be performed are suitable as set out in clause 6.

5.3 If it is found that the Venue is not suitable The Company has the right to cancel the Booking and Services without refund. The Company may make an additional charge of a reasonable sum to cover any extra work that is required.

5.4 Once the Photo booth and equipment is set up in the agreed location it will not be moved.

5.5 The Photo booth and equipment, will at all times, remain the property of The Company.

5.6 If any service or feature included free of charge with the hire package is not available than no refund will be given.

## 6. Suitable access, space and facilities

6.1 It is Your responsibility to inform the Venue and gain permission for the use of the Photo booth equipment and confirm with them that The Company's public liability insurance (£5m) meets the Venues requirements.

6.2 It is Your responsibility to ensure the Venue has adequate space to set up and dismantle the Photo booth correctly without causing any undue disruption or health and safety issues.

6.3 You must ensure that the Venue has a 240 volt/13 amp power supply no further than 2 meters away from the Photo booth and does not pose a trip hazard.

6.4 If the Photo booth is to be used in a marquee or similar the ground must be totally flat, level and solid. The booth equipment must be protected from any potential damage by external weather elements. You will be liable for any costs incurred as a result of water damage caused by not providing suitable weather protection.

6.5 You are responsible for ensuring that the Venue has suitable parking and access for loading and unloading the Photo booth.

6.6 If, upon arrival The Company deems the Venue unsuitable or You have failed to provide The Company of any issues in clauses 6.1 through 6.5 inclusive then The Company reserves the right to refuse Services. No refund will be given in this case and the full hire cost will be charged.

## 7. Conduct of the Services

7.1 The Photo booth Services will be performed at the Venue by the Representatives of The Company. No person other than a Representative is permitted to operate the Photo booth without the prior written agreement of The Company.

7.2 You will ensure that all Guests comply with the reasonable requirements or instructions of the Representative of The Company in carrying out their duties. You acknowledge that if any of the Guests at the Venue do not comply with the reasonable requirements or instructions of the Representatives of The Company, that The Company may suspend or cancel the Services, and that You will be required to pay the full amount and will not be entitled to any refund.

7.3 If any of Your Guests fail to comply with the reasonable instructions of the Representatives of The Company and as a result any of the equipment or Photo booth is damaged, You will be liable for the costs of that damage.

7.4 The Company reserves the right to cease operation and remove equipment and Photo booth from the Venue if at any time a Representative of The Company feels that Guests conduct endangers the safety of the Guests, themselves or the safety of the equipment and Photo booth. In such cases no refund will be given and full refund will be given and full contracted fees will be due to The Company.

7.5 The Company reserves the right to refuse Guests admission into the Photo booth if the Representative feels they are too unruly.

## 8. Additional hours and waiting

8.1 If You require the Services for a longer period the Booking period, a fee shall be charged, any request must be confirmed in writing. The Company may agree or refuse the request for additional hours.

8.2 If The Company agrees to increase the Booking period, The Company will quote for this service at the time of request and if accepted will perform the Services for the additional period, on these Terms and Conditions.

8.3 You will be liable to pay for the full amount of time on the Booking, whether or not your Guests use all or part of the Services.

8.4 If The Company is unable to pack up and remove the equipment after the Operational Duration or is impeded from leaving You will be liable for the additional time for which The Company or its Representatives are detained. The cost will reflect any costs incurred as a result of the delay and the invoice will be sent to You within 7 days of the event.

## 9. Your obligations

9.1 You shall:

- (a) co-operate with The Company in all matters relating to the Services;
- (b) obtain and maintain all necessary licenses, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (c) provide The Company with such information and materials as The Company may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

(d) to assume all responsibility and indemnify The Company for any incident, accident or damage which is incurred or arises during the Total Duration where by a Representative of The Company is not present to operate the Photo booth;

9.2 In the event that any of the equipment supplied by The Company becomes lost, damaged, destroyed or stolen during the Total Duration You will be liable for the cost of replacing the equipment and any loss of revenue occurred due to the loss or damage of the equipment.

#### 10. Payment

10.1 A non-refundable deposit of £50.00 is payable at time of Booking to secure requested date. The remaining balance (minus £50.00 deposit) is due 30 days before the Event.

10.2 If the Booking is made within 30 days of the Event You will be required to pay the whole balance at time of Booking.

10.3 Advertised prices are subject to change without notice.

#### 11 Cancellation charges

11.1 The Company will ensure that the Services are performed for Your Booking. The Company will refuse any other Booking for this date that may interfere with its ability to provide the Services to You. In consideration for The Company refusing to take any Booking that could conflict with its arrangements with You, it operates a tiered cancellation policy as follows:

(a) if You cancel the Booking 8 weeks prior to the Event You will have to pay 20% of the Total Price for the Services.

(b) if You cancel the Booking 6 weeks prior to the Event You will have to pay 50% of the Total Price for the Services.

(c) if You cancel the Booking 4 weeks prior to the Event You will have to pay 75% of the Total Price for the Services.

(e) if You cancel the Booking 2 weeks prior to the Event You will have to pay 100% of the Total Price for the Services.

11.2 Where cancellation fees in 11.1 apply The Company shall be entitled to retain the Deposit as payment towards those fees and to invoice the balance due by You. You agree to pay any invoice received by You in respect of any cancellation fees within 7 days of the date if invoice, any amounts remaining unpaid after this period The Company will charge interest on the remainder of the fees.

11.3 It is not possible to amend the date of the Booking, therefore, unless agreed in writing, were You wish to change the event date from the Original Booking then this will be treated as cancellation and subject to our cancellation terms. You are then able to make a new Booking for the Services subject to availability and acceptance of the new Booking by The Company.

11.4 We reserve the right to cancel your Booking without liability to you and without any obligation to refund your deposit or full payment if:

(a) You do not pay the balance of your Booking by the date due for such payment.

(b) We have reasonable grounds to believe that You may not pay us the balance of Your Booking by the due date and we have requested You to explain the position and You have not done so satisfactorily.

(c) We discover, that you have deliberately concealed information, or deliberately provided false 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.

(d) We have reasonable grounds to believe that Your behavior or that of any third party is likely to result in damage to the Photo booth or injury to people.

11.5 A Booking shall only be deemed as cancelled once The Company has sent confirmation to You in writing

#### 12. Our liability to you

12.1 The Company will make good any damage to Your property caused by The Company in the course of providing the Services, providing that the venue requirements have been met. However The Company is not responsible for the cost of repairing any faults or damage which are a direct or indirect result of You failing to comply with any of the venue requirements or You or Your Guests failing to comply with the reasonable instructions of The Company Representatives.

12.2 The Company has no liability to You for any errors, omissions or other incorrect details contained in artwork produced as part of Our Design Services.

12.3 The Company has no liability to You under any circumstances for any loss of profit, loss of business, business interruption, loss of business opportunity or any indirect or consequential loss.

12.4 The Company's total liability to You for any breach of contract will be limited to the Total Price paid by You for the Services.

12.5 The Company will not be liable for unauthorised persons using the Services.

#### 13. Events outside the control of The Company

13.1 The Company cannot be held responsible for circumstances that may prevent us from attending Your event; these include but are not limited to server weather conditions, traffic delays, breakdown of our vehicles, sickness or equipment failure. In the case that we cannot attend or fulfil your event due to events beyond our control we will contact you or the Venue as soon as possible. In these instances our liability will be limited to the Total Price paid by You for the Services.

13.2 If The Company cancels a Booking part way through the performance of the Services as a result of an event outside our control, it will refund to You a reasonable proportion of the Total Price for the services.

#### 14. Intellectual property

14.1 The Intellectual Property in all work provided as part of the Design Services and of the images taken in the Photo booth and during the event will at all times remain the property of The Company and may be used by The Company at its discretion including the sale of photographs to Guests after the event.

14.2 The Company may, after the event, provide You with one copy of the images of the photographs taken, which may be on CD, USB or in digital form which will be sent to You electronically by email.

#### 15. How we may use your personal information

15.1 We will use the personal information You provide to The Company to:

(a) provide the Services

(b) process Your payment for such Services; and

(c) inform You about similar products or services that The Company provides, You may stop receiving this information at any time.

15.2 You and attending Guests understand and hereby give full permission for the provider to use any images taken at the event (inside or outside) the Photo booth for advertising and marketing purposes including, but not limited to, website, social media and promotion. Any e-mail addresses taken from Guests may be used in a similar fashion by The Company unless in advised to the contrary, in writing by You prior to the event.

15.3 You will be asked if You would like access to photos taken at Your Event via our password protected gallery. Where You choose this option and you are supplied with a password, We exclude all liability with respect to your use or a third party's use of any password we provide You. Where You choose not to have your photos password protected, We exclude all liability with respect to Your use or a third party's use of any images accessed from our public online gallery. We are not responsible or liable for You or any third party uploading images taken by Our Photo booth to any social media platform either at your Event or through accessing Our public online gallery.

15.4 The Company agrees to remove any images from their website and/or social media sites if requested to do so by You.

15.5 When asked to The Company acts on behalf of You in obtaining e-mail addresses from Guests. The Company will ensure there is an opt out feature.

15.6 The Company will not be held accountable for the number of email addresses obtained during the Booking.

15.7 Hello Gorgeous Photobooths own all copyright in any image taken by Our Photo booth.

#### 16 Other Terms

16.1 This contract is between You and The Company. No other person shall have any rights to enforce any of its terms.