

TERMS AND CONDITIONS OF BOOKING



The Provider – Shutterbooth

The Client – The person or companies hiring Shutterbooth for their event

The following contract and its terms will set forth an agreement between the provider and client of the hire of the photo booth.

This written contract sets forth the full, written intention of both parties and supersedes all written and/ or oral agreements between the parties.

1. SERVICE PERIOD

Provider agrees to have a Photo booth operational for a minimum of 90% during this period. This is to allow for interruptions for essential maintenance of the Photo Booth such as paper and ribbon changes.

2. PHOTO BOOTH REQUIREMENTS

The client will arrange for an appropriate space for the Photo Booth at the events venue: an area of 2m x 1.5m wide x 2m high on level ground. Please advise in advance if the booth needs to be transported up or down stairs. The booth also requires a 13amp plug socket for providing power for the Photo Booth and a table for props ideally 6ft.

3. PAYMENTS

A non-refundable retainer is required at the time of booking a ShutterBooth, the remaining balance is due 30 days prior to your event. If the client wishes to use the booth for a time period in excess of the service period agreed to above, the additional time will be billed to the operator at the rate of £100 per hour.

Payment for additional time must be paid upfront before these hours are provided

4. VENUE LOCATION, ACCESS, SPACE & POWER REQUIREMENTS

4.1 It is the customer's responsibility to ensure that all address details of the venue are correct including a full postcode. Shutterbooth cannot be held responsible for any errors or delays resulting from incorrect or missing address details.

4.2 It is your responsibility to ensure that there is access for us to unload and load at the venue. This includes parking of our vans during unloading/loading period. In the instance that the only parking for access is on restricted parking you will be liable for any parking fines that may occur and will be invoiced to you after the event with a small admin charge of £10. Unless pre-arranged you also need to provide parking spaces for our vehicles during the entire time we are onsite, any parking charges are the responsibility of the client unless these have been included in the quote. If parking isn't arranged or paid for any charges incurred to us will be invoiced to you after the event with a small admin charge of £10.

4.3 It is your responsibility to ensure that the venue has agreed for Shutterbooth to be in attendance at their venue at the agreed time. This also includes ensuring that there is access to enter the venue and enough space as requested with a power socket in close proximity of where the services are to be (within 1.5 m). If there is insufficient space for Shutterbooth to set up you will still be charged the full hire amount and the hire will be terminated.

4.4 It is your responsibility to inform us of any circumstances that may make setting up take longer, these may include going upstairs, a long distance from unloading area to set-up area etc. If we are not aware of these and the set-up takes longer than usual your hire period may be used as part of the set-up period or the hire may be terminated with no liability and no refunds of payment.

4.5 Services must take place inside unless pre-arranged and approved by Shutterbooth. If the requested set-up area is not inside on arrival Shutterbooth has the right to terminate the hire with no liability and no refunds of payment.

5. EVENTS BEYOND OUR CONTROL

Shutterbooth cannot be held responsible for any circumstances that may prevent us from attending your event, these may 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, traffic delays, breakdown of our vehicles or equipment failure. In the case that we cannot attend or fulfil your hire 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 refunding monies paid either in full.

6. PRIVACY POLICY

6.1 Facebook: Shutterbooth uses both its own and third parties Facebook applications to upload pictures to Facebook. For each Facebook upload, there will be a reference to the name of the Facebook upload application and it is the policy of Facebook to reference it. It cannot be removed. These may include but not limited to "Shutterbooth", "Photo Party Upload" and "Event Photo Upload".

In any applications the users are automatically logged off once they have finished sharing. We may harvest the users' demographics and user names if requested by the hirer.

6.2 Twitter: Shutterbooth uses both its own and third parties Twitter applications to upload pictures to Twitter. For each Twitter upload, there will be a reference to the name of the Twitter upload application and it is the policy of Twitter to reference it. It cannot be removed. These may include but not limited to "Shutterbooth", "Photo Party Upload" and "Event Photo Upload".

In any applications the users are automatically logged off once they have finished sharing. We may harvest the users' demographics and user names if requested by the hirer.

6.3 Email: Shutterbooth uses third party email applications to send pictures along with a set message from our services to any email address entered. Emails will be sent from a Shutterbooth email address which will appear in the 'From' section of an email unless you have requested and paid for this to be changed.

Shutterbooth do not record or save any data of the users of this application unless stated.

7. PHOTOGRAPH USAGE AND OWNERSHIP

Unless otherwise notified and agreed with you, you agree that all pictures taken in our services may be uploaded to a web gallery unless otherwise stated and exempt us from responsibility of publishing the pictures.

Photos, videos and images taken in by our services during the event may be used by us to assist with promotion of Shutterbooth. This may include printed matter as well as online usage.

If you choose to have the Facebook or Twitter upload option you take responsibility for permitting all users to upload any picture to their own Facebook or Twitter page. Shutterbooth cannot be held responsible for the content of these pictures.

8. DATE CHANGES & CANCELLATIONS

Any request for a date change must be made in writing at least thirty days in advance of the original event date. Change is subject to Photo Booth availability if an alternative date cannot be accommodated, the deposit shall be forfeited and event cancelled. The deposit is non-refundable however we will move your hire date if required.

Your final payment is non-refundable unless Shutterbooth are unable to fulfil their commitment to provide a Photo Booth hire for you.

9. DAMAGE TO PROVIDER'S EQUIPMENT

Customer acknowledges that it shall be responsible for any damages or loss to the provider's equipment caused by any misuse of the provider's equipment by customer or its guests. Misuse includes overloading (we recommend a maximum of 6 adults in the Original Booth), the consumption of food and beverages in the Booth and children using the Booth unsupervised.

10. THREATNING BEHAVIOUR

The client acknowledges that they shall be responsible for the behaviour of their guests and the Booth users. Abusive, threatening or anti-social behaviour towards any of the Shutterbooth team will not be tolerated and will result in the closure of the booth. The remaining service period will not be refunded.

11. INDEMNIFICATION

Customer agrees to, and understands the following:

11.1 The client will indemnify the Provider against any all liability related to the Clients Event during or after the Clients event. The Client will indemnify Provider from the time of service and on into the future, against any liability associated with the Client.

11.2 The Client will indemnify the Providers against any and all liability associated with the use of pictures taken within the Photo Booth its representatives, employees or affiliates at the client's event.

11.3 The Client agrees to the following statement:

The Client agrees to, and understands the following: All guests using the Photo Booth hereby give Shutterbooth the right and permission to copyright and use, photographic portraits or pictures of any Photo Booth user who may be included intact or in part, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. In addition I, hereby release, discharge and agree to protect Shutterbooth from any liability, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

If a Booth user wishes their photograph to be removed from Shutterbooth media, the user must contact the provider in writing. The provider will endeavour to remove or amend this media at the earliest convenience.

12. THIRD PARTY LINKS

We do not accept claims of liability or responsibility in any way for services provided by these providers.

13. ACCESSING INFORMATION

The Data Protection Act 1998 provides you with the right to access the information that we collect about you. Please note any demand for access may be subject to a fee of £10 which covers costs in providing you with the data requested. The contact information below needs to be used to request access about your details we collect and store on you.

14. CONTACTING US

We welcome any queries, requests or comments you may have regarding these terms and conditions. Please do not hesitate and feel free to contact us at info@shutterbooth.co.uk

15. MISCELLANEOUS TERMS

If any provision of these terms shall be unlawful, void, or for any reason unenforceable under Contract law, then that provisions, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof. This is the entire agreement between Provider and Client relating to the subject matter herein and shall not be modified except in writing, signed by both parties. In the event of a conflict between parties, Customer agrees to solve any arguments via arbitration. In the event the provider is unable to supply a working Photo Booth for at least 90% of the service period, customer shall be refunded a prorated amount based on the amount of service received.

If the printer fails to print out photos on site the provider will be allowed to give a web site to the customer where their guests can log onto and order prints free of charge.

If no service is received, Providers maximum liability will be the return of all payments received from customer.

Provider is not responsible for any consequential damages or lost opportunities upon breach of the agreement.

SIGNED BY CLIENT:

Date: