

# TERMS AND CONDITIONS OF BOOKING

The Provider - Boothtube Ltd

The Customer - The person booking Boothtube for their event.

The service period – Length of package booked i.e 3 hour guestbook package

The service fee – total monies due for product(s) and package(s) booked.

The following contract and its terms will set forth an agreement between the provider and the customer for the hire of their photo booth services.

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

## SERVICE PERIOD

Provider agrees to have a Photo Booth operational for a minimum of 80% during this period; operations may need to be interrupted for maintenance of the Photo Booth.

## DEPOSIT

A deposit of £50 is due upon execution of this Agreement. The deposit will be applied towards the total service Fee and is non-refundable except under the circumstances set forth below in the Limitations of Liability section.

## REMAINING BALANCE

The customer must pay the remaining balance of the service fee no later than 30 days before the event date. Late payment may result in a late fee of £150 per month. Please note, the provider is under no duty to perform its obligations under this agreement until the customer has paid the service fee in full.

## RESERVATION OF EVENT DATE

The provider reserves the time and date for the customer's event only after the customer signs this agreement and pays the deposit.

## CHANGE IN EVENT DATE

If the customer changes the date of the event, the provider will make best efforts to accommodate client and provide its services on the changed date and the customer agrees to pay a £25 administration charge. If the provider is not available on the new event date, the provider shall be entitled to keep all monies paid by the customer towards the service fee and neither party shall have any further liability or obligation under this agreement. If the customer reschedules the event and the new event date is more than six months in the future, the service fee will be adjusted to reflect changes in pricing, if any

## CANCELLATION OF EVENT

If the customer cancels the event date, the customer will immediately notify the provider in writing(email suffices). If the customer cancels the event less than three months prior to the reserved event date and has not yet paid the entire service fee, client will immediate pay the provider the remaining balance of the service fee. Cancellations more than 3 months prior to the event will result in the provider being entitled to keep any monies paid by the customer and neither party shall have any further liability or obligation under this agreement.

## LIMITATIONS OF LIABILITY

### ENTIRE LIABILITY AND UNIQUENESS OF THE EVENT

The provider's entire liability to the customer for any claim for damages, reimbursement or loss suffered, relating to or in any way arising out of the provider's performance, is limited to a refund of the service fee. Due to the uniqueness of each event, the provider cannot guarantee delivery of any specifically requested product(s) and

the customer further recognises and agrees that an entire event cannot be replicated, re-enacted or repeated for the purposes of a re-shoot and that the provider has no obligation under this agreement to do so.

#### **ATTENDANT'S ILLNESS OR INJURY/ACTS OF GOD:**

If, for whatever reason including injury, illness, acts of God, the provider's attendant(s) is unable to attend the event, the provider will make best efforts to find a substitute attendant for the event. If a substitute attendant cannot be found, the provider will promptly reimburse the customer any and all Service Fee amounts the customer previously paid to the provider, and neither party will have any further obligations or additional liability under this agreement.

#### **PRODUCT SUPPLEMENTATION:**

If, for whatever reason including damage, theft, loss, acts of God, the provider's equipment be unavailable on the customer's event date, the provider will make best efforts to find a substitute product for the event of equal value or higher. If a substitute product cannot be found, the provider will promptly reimburse the customer any and all service fee amounts the customer previously paid to the provider, and neither party will have any further obligations or additional liability under this agreement.

#### **INDEMNIFICATION:**

Each party agrees to indemnify and hold the other harmless from all claims, demands, actions or damage of every kind and description, including reasonable solicitors fees and all other costs and expenses necessarily incurred, which may accrue to, or be suffered by such party as a result of a third party's act and/or omission and not as a result of such party's act and/or omission, including but not limited to the following occurrences: photographic materials being damaged in processing, loss of photographic materials due to camera malfunction, loss of photographic materials in the mail, and photographic materials being stolen while outside the control of the provider.

#### **FORCES MAJEURE:**

Neither the provider nor the customer shall be held responsible or liable if the fulfilment of any terms or provisions of this agreement are delayed or prevented by revolutions or other disorders, wars, acts of enemies, fires, floods, acts of God, or without limiting the foregoing by any other cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, the party is unable to prevent, whether of the class or causes enumerated before or not. In the event the events contemplated by this paragraph occur, the provider shall be entitled to retain any and all amounts of the service fee previously paid by the customer.

#### **ACCESS, SPACE & POWER**

Customer will arrange for an appropriate space for the Photo Booth at event's venue. (2.4m x 2.4m wide x 2.4m high). Customer is responsible for providing power for the Photo Booth

#### **VENUE EXCLUSION:**

The customer shall be obligated to obtain any and all necessary authorization from the property owner/representative of any location(s) where the provider will be providing its services under this Agreement. The customer is responsible for confirming that the event venue or location allows the provider's services. If the event venue or location will not allow the provider's services, the customer will forfeit all monies paid towards the service fee and neither party will have any further obligations or additional liability under this agreement.

#### **INAPPROPRIATE BEHAVIOUR BY GUESTS:**

If at any point during the event the provider's attendant(s) feels unsafe or is sexually harassed by an event guest or guests then the provider's attendant can immediately end the services and leave. If a guest or guests are rude, the attendant will notify the customer or customer's representative and if the rude behavior doesn't stop then the provider's attendant will end the services and leave. The provider will provide the products described above using the service obtained before the incident and Client will receive no refund or partial refund.

#### **COPYRIGHT:**

All products created by the provider are copyright protected. It is a violation of to copy, scan or allow products to be reprinted, duplicated, digitally reproduced, copied, scanned or altered (digitally or otherwise), without the provider's express written permission. Client agrees to purchase additional products/rights directly from the provider are not included in the Description of Services. The provider may use any and all products for purposes of advertising, display, stock, use in contests, or for any other reasonable purpose without notification of, release by, or compensation to the customer.

**DIGITAL FILES:**

The customer who purchases digital files may create duplicate and use products received for personal use only. Any other use of the digital files is prohibited and requires the prior written consent of the provider. Digital files are subject to natural degradation and data corruption over time and it is Client's sole responsibility to backup such files to prevent loss of data. As a courtesy, the provider stores digital files for 6 months after the event date, and then archives them off-site. Retrieval of images (if available) outside of 6 months from the event date will incur a £100 fee.

**PRICING:**

Pricing for prints, albums, and other photography-related products and services are subject to change without notice for those products and services purchased after a period of 6 months from the signing of this Agreement. Product included in service agreement are considered void if not redeemed within 6 months after the delivery of images.

**PRODUCT DELIVERY**

The provider will deliver digital files no later than 4 weeks after the customer's event.

**MISCELLANEOUS PROVISIONS**

The terms and provisions of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter

of this Agreement. This Agreement may not be amended, modified, or supplemented except by written agreement signed by parties. No waiver of any provision of this Agreement will be deemed a waiver of any other provision. If any action or other proceeding is brought to enforce any of the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorney fees and other costs incurred in the action or proceeding, in addition to any other relief to which the prevailing party may be entitled. Each person signing as Client shall be jointly and severally liable for full payment pursuant to the payment terms set forth in this Agreement. The headings and sub-headings of clauses contained are used for convenience and ease of reference and do not limit the scope for intent of the clause. This Agreement can be executed in counterparts (including electronically) and together will constitute a complete copy of the Agreement. The invalidity, in whole or in part, of any term of this Agreement does not affect the validity of remainder of the Agreement.