

By completing our Booking Form you are agreeing to and have accepted the following terms and conditions of hire:

**The Provider** - Booth Revolution Ltd

**The Customer** - The person booking Booth Revolution Ltd for their event.

### 1. BOOKING FORM

1:1 "Booking Form" refers to the online booking form contained on our website or any signed and printed version of this form. We require our booking form to be completed and returned to us to make a booking. All details stated on the booking form will be taken as given, unless otherwise stated by writing in an email or letter.

### 2. DEPOSIT

2:1 A £100 deposit is required to confirm any booking of Booth Revolution Ltd's services.

The £100 deposit covers any administration costs and secures the services of Booth Revolution Ltd. This deposit is NON REFUNDABLE. Reservations are made on a strictly first come - first served basis. Dates will only be secured upon receipt of the deposit.

### 3. ACCESS, SPACE & POWER FOR THE PHOTO BOOTH

3:1 The customer will acquire permission from the event venue and arrange for an appropriate space for the Photo Booth. Our Big Booth requires a space 2.5 m long x 2.0 m wide x 2.3 m high. Our Classic Booth requires a space 2.3 m long x 1.25 m wide x 2.1 m high.

3:2 The customer is responsible for ensuring power is available at the venue for the Photo Booth.

3:3 The customer is responsible for providing the correct address for the venue and that the venue allows reasonable access for loading and suitable parking once the booth and equipment has been unloaded if possible.

### 4. HIRE PERIOD

4:1 Booth Revolution Ltd will arrive to set up approximately 2 hours before the hire period is due to commence. If the customer requires the booth to be set up earlier an idle time charge applies. It is up to the customer to ensure that the venue agrees to Booth Revolution Ltd being in attendance at the agreed time. Booth Revolution Ltd will be happy to liaise with the venue to assist, if requested.

4:2 The hire period will be for a set period, typically 3 hours, but as specified on the booking form and as agreed by both parties before. Use will commence at the agreed time and finish at the agreed time. If we cannot start on time due to poor access, or not being allowed access as required due to the venue or other circumstances, we will keep to the agreed end period for the hire. If your event simply starts late or runs late, the period of hire will still be for the agreed period and times unless we agree to provide additional hours as per our additions or to simply delay our planned start.

4:3 Booth Revolution Ltd agrees to have a Photo Booth operational for a minimum of 80% during this period; operations may need to be interrupted for servicing of the Photo Booth.

4:4 If the Photo Booth is out of use for more than 20% of the hire period due to technical difficulties, we shall refund the customer accordingly to the amount of time that the booth is not in operation and in proportion to the amount paid for the 3 hours of hire or more.

### 5. PAYMENT TERMS

5:1 Following payment of the £100 deposit, balance of fees due are to be paid 30 days prior to the event date. Payment for additional images, services and products are to be made at the time of ordering.

### 6. PRICES

6:1 Prices and specifications are subject to change.

### 7. COPYRIGHT

7:1 The 1988 Copyright Design & Patents Act - section 77 & 80 assigns copyright of photographs/digital images to Booth Revolution Ltd. It is contrary to the act to copy or allow to be copied photographs captured by Booth Revolution Ltd by any means.

### 8. DIGITAL FILES

8:1 All digital files remain the property of Booth Revolution Ltd unless copyright has been purchased by the client for personal use only.

### 9. USE OF PHOTOS

9:1 The customer agrees that all pictures taken in the Photo Booth can be uploaded to a web gallery, unless otherwise stated and exempt Booth Revolution Ltd from responsibility of publishing the pictures.

9:2 Photos taken during the event may be used by us to assist with advertising and promotion of Booth Revolution Ltd. This may include printed matter as well as online images. We will not use any pictures that we think may cause offence or embarrassment to the people in the picture. We will remove any picture from our website if requested to do so. If the customer chooses to have the Facebook upload option, you take responsibility of allowing all users to upload any picture to their own Facebook page and the designated fan page.

### 10. SUPPLIED PRINTS, ALBUMS & OTHER MERCHANDISE

10:1 Booth Revolution Ltd takes the utmost care whilst producing supplied prints, albums and other merchandise. Our products are subject to rigorous quality inspections and are dispatched in perfect condition. On receiving our product(s) the customer will have 7 working days to report any fault or problem due to shipping or handling to Booth Revolution Ltd. Booth Revolution Ltd will rectify any fault free of charge during this time period. Faults reported outside 7 working days will be subject to costs.



### 11. CANCELLATION OF SERVICES

**11:1** The customer may cancel their contract with Booth Revolution Ltd at any given time up to 30 days before the date of the event by sending written notice to Booth Revolution Ltd. Booth Revolution Ltd will reimburse any monies paid less the booking fee which remains non refundable. Cancellation less than 30 days before the event date will result in the payment in full.

**11:2** Any request for a date change must be made in writing by the customer at least 30 days in advance of the original event date. Change is subject to Photo Booth availability and receipt of a new booking contract. If there is no availability for the alternate date, the booking fee shall be forfeited and event cancelled. Any cancellation will forfeit any booking fee payment made.

### 12. EXPENSES

**12:1** Booth Revolution Ltd will recover with prior agreement the cost of accommodation expenses and petrol where the event is at a distance of 50 miles or greater. Travel will be charged at 50p per mile.

**12:2** It may be necessary with prior agreement to travel on the evening prior to the event to avoid traffic and other problems. Also it may be necessary to stay overnight where an event runs late. The cost of accommodation shall be reimbursed from the customer with regards to late and distant events.

**12:3** Food and beverages must be provided to all booth attendants where attendance is over 5 hrs.

**12:4** Any additional charges incurred will be recovered from the customer.

**12:5** No additional travelling expenses will be incurred unless previously stated.

### 13. EVENTS BEYOND OUR CONTROL

**13:1** Booth Revolution Ltd will make all reasonable endeavours to attend all events. Where circumstances make this impossible due to, but not limited to adverse weather, Booth Revolution Ltd will contact the customer or the venue as early as possible and a full refund will be made.

**13:2** Booth Revolution Ltd will always try to arrive at the venue at the agreed time. Where circumstances make this difficult due to severe traffic delays or vehicle breakdowns, Booth Revolution Ltd will be happy to extend the end time of hire to make up for the late start. If this is not possible we will refund the customer accordingly to the amount of time delayed by and in proportion to the amount paid for the 3 hours of hire or more. We will however try our up most to get to your event as soon as we can and always be in contact with you.

### 14. LIMITATION OF LIABILITY

**14:1** Booth Revolution Ltd will in all instances act in what it considers to be the best interests of the customer and to take steps when required to act to protect the health and safety of booth users. Where such actions lead to an early closure of the Photo Booth, removal from service of the booth or other such action likely to cause dissatisfaction, Booth Revolution Ltd limits any refunds to the amount of the original booking less the deposit. This applies in all cases. It in no way affects general public liabilities or employers liability insurance matters, which are covered separately.

**14:2** In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstance, the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss.

### 15. TERMINATION OF HIRE

**15:1** Booth Revolution Ltd will not tolerate any abuse or threatening behaviour to any of our staff or abuse of the Photo Booth or Photo Booth equipment. If this occurs, Booth Revolution Ltd retains the right to terminate the hire immediately. This applies equally to you the customer and your guests. Booth Revolution Ltd may terminate the hire in cases where our staff feel the equipment belonging to Booth Revolution Ltd or the Photo Booth itself is in danger of being damaged or has been damaged due to the actions or unruly behaviour of you or your guests. Wherever possible and reasonable to do so we will speak with you or the venue first to try to resolve the matter before any termination is enacted. If we do terminate, for any reason, the full cost of hire will remain due and we will not issue any refunds for any period of hire not provided. Moreover, you the customer will be fully responsible for any damages caused by you or your guests or other attendees at the event to the Photo Booth or Photo Booth equipment howsoever caused, with the sole exclusion of Booth Revolution Ltd.