

These are the Standard Terms & Conditions, which apply to bookings with simplyphotobooths.co.uk unless otherwise agreed in writing.

## General

1. In these terms and conditions simplyphotobooths.co.uk shall be referred to as "the company".
2. The person(s) and/or company who book the equipment and/or the persons and/or company who pay for the equipment shall be deemed as the client, herein referred to as "the client".
3. Unless otherwise stated in writing, these Terms & Conditions apply to all services provided by the company. Therefore it is deemed that by placing a booking with the company (verbally or in writing), whether it is explicitly stated or not, whether the client signs to indicate their acceptance or not, these Terms & Conditions are binding between the two parties.
4. Unless otherwise agreed in writing, a deposit shall be required before a booking can be confirmed. This deposit shall be deducted from the balance payable. A booking isn't confirmed until the company sends a written confirmation.
5. In these terms and conditions, the date on which the company shall provide the services booked by the client shall be referred to as "the date of the event".

## Communication

6. You agree that email and other electronic communications can be used as a long-distance means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

## Charges

7. The inclusive amount the company charges for the services provided including all hire fees, extras, transport and VAT (where applicable) shall be referred to as the "total amount".
8. The monetary value of the total amount shall be defined at the time of booking in writing.
9. Any extra charges incurred during the hire time on the day of the event or after the event (which are not included in the total amount) shall be herein referred to as "additional charges" and/or "extra charges".
10. The total amount and any additional charges shall be paid subject to the payment terms.

## Payment Terms

11. We reserve the right, by giving notice to you at any time before delivery or performance of our obligations to you, to increase the price of the Services to reflect any increase in the cost to us due to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, significant increase in the costs of labour, materials or other costs of manufacture). In the unlikely event of this occurring, you shall be entitled to cancel the order at any time before we have commenced providing the Services.
12. Unless otherwise agreed in writing, the balance shall be paid at least 14 days prior to the date of the event.
13. Unless otherwise agreed in writing, if the client's event is 14 days or less from the date/time of booking then the full balance shall be due at the time of booking.
14. If the client fails to pay on time subject to either of the terms listed above or subject to any other payment terms stated in writing at the time of booking; the company may cancel the booking subject to the company's cancellation terms set out elsewhere in this document.
15. Unless otherwise agreed in writing, invoices for extra charges will be paid no later than 7 days from the date of the invoice.
16. The company may charge a late payment penalty for balances which are not paid on time: £40, £70 or £100 depending on the size of the debt (under £1,000, under £10,000, and higher).
17. In addition to the aforementioned penalty the company may charge interest at a daily rate on overdue balances equal to 8% above the bank of England base rate per annum.
18. Where the client pays any sum by credit or debit card, the card details may be saved securely in order for the company to charge that card any outstanding balances which become overdue.

## Suitable Space & Access & Parking

12. The client shall provide the company a suitable space for the equipment hired to be erected and used properly according to any relevant health and safety legislation and/or best practice.
13. Withstanding clause 12, unless otherwise agreed in writing, for Photo Booths a suitable space shall be defined as: a clean, safe, dry, indoor space which is at least 9ft wide, 6ft deep and 7ft high with a suitable 1kw 13A Power Supply within 2 meters and enough space for staff to work freely/safely around the booth and for guests to queue.
14. If the space allocated is unsuitable at the time of arrival or if the space becomes unsuitable during the duration of the hire, then the company reserve the right to cancel the hire subject to the cancellation terms set out in the document here written.
15. The client shall be responsible for ensuring that the space for the Photo Booth is within 50 meters of a suitable parking space for 1 x 3.5t van. The route of access from the vehicle to the space shall be safe and level and free of steps in order to allow a heavy, wheeled flight case measuring 75cm wide x 130cm long x 100cm tall good access.
16. Parking shall be provided, at the client's expense for the duration of their event and/or any period where the company is required to be on site in order to fulfill the agreement.

## Extra Hours, extra work, waiting

17. Where the client requests to extend their hire time on the date of their event a fee shall be charged. The company will quote for this service at the time of the request, the request will be granted subject to availability.
18. Where the client requests set up is completed more than 1 hour before the start time of their hire then a fee shall be charged for 'idle hours'. The company will quote for this service at the time of the request, the request will be granted subject to availability.

## Cancellation Terms & "Cooling-off Period"

27. The company operates a tiered cancellation policy as follows:
  - a. Cancellations within 7 days of booking: free of charge. (This is sometimes also referred to as a 'cooling-off period'. Any deposit paid shall be refunded. The only exception to this clause is when the event date is 7 or fewer days from the date/time of booking. In this instance the client shall be liable to make full payment and shall not be entitled to any refunds of deposits already made as per clause 24).

- b. Cancellation after 7 days of the date/time of booking and more than 6 months until the date of the event: the client shall be liable to pay 10% of the total payable.\*
  - c. Cancellation after 7 days of the date/time of booking and between 181 – 210 days before the event date: the client shall be liable to pay 30% of the total payable.\*
  - d. Cancellation after 7 days of the date/time of booking and between 151 – 180 days before the event date: the client shall be liable to pay 40% of the total payable.\*
  - e. Cancellation after 7 days of the date/time of booking and between 121 – 150 days before the event date: the client shall be liable to pay 50% of the total payable.\*
  - f. Cancellation after 7 days of the date/time of booking and between 91 – 120 days before the event date: the client shall be liable to pay 60% of the total payable.\*
  - g. Cancellation after 7 days of the date/time of booking and between 61 – 90 days before the event date: the client shall be liable to pay 70% of the total payable.\*
  - h. Cancellation after 7 days of the date/time of booking and between 31 – 60 days before the event date: the client shall be liable to pay 80% of the total payable.\*
  - i. Cancellation less than 30 days before the event date (including, but not limited to cancellations on the date of the event): the client shall be liable to pay 100% of the total payable.
- \*This clause does not apply to bookings where the event date is 7 or fewer days from the date/time of booking. In this instance clause i applies.
28. The client should notify their wish to cancel a booking at the first instance available by telephone. This request should also be followed up in writing.
  29. A booking shall only be deemed as cancelled once the company has sent confirmation of the cancellation in writing.

## Rescheduling

30. It is not possible to amend the event date of a booking.
31. Therefore; unless otherwise agreed in writing, where a client wishes to change their event date from the one originally booked then this shall be treated as cancellation of the original booking subject to the cancellation terms. Once the original booking has been cancelled, the client is then able to make a new booking for the new booking date (subject to the pricing at the time the new booking is made, availability and acceptance of the new booking by the company).

## Use of Images

32. Unless otherwise agreed in writing the client grants the company full rights to use any images taken at the event (inside or outside of the Photo Booth) on the

- company's website, in social media and in other marketing material without limitation.
- 33. Similarly, the company agrees to provide the client with a copy of all images captured at their event either via CD/DVD, USB Drive and/or an Online Gallery hosted by the company which will allow the client unlimited and unrestricted use of those images for which ever purpose they see fit.

## Fair Usage

34. All 'services' provided on an unlimited basis are subject to a 'fair use' policy whereby the company may exercise its right to limit usage of the service should it feel that the service is being abused or being used for purposes not stated at the time of booking.

## Damage to our Equipment

35. The cost of any repairs following damages and/or losses to our equipment shall be charged as an "additional charge" to the client in the event that any part of our equipment is lost or damaged during the client's event.

## Force Majeure

36. We shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, events, omissions, failures or accidents that are outside of our control ('Force Majeure'), which, without limitation, include:
  - a. Strikes, lock-outs or other industrial action
  - b. Shortages of labour, fuel, power, raw materials
  - c. Late, defective performance or non-performance by suppliers
  - d. Private or public telecommunication, computer network failures or breakdown of equipment.
  - e. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
  - f. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions.
  - g. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
  - h. Acts, decrees, legislation, regulations or restrictions of any government.

- i. Other causes, beyond our reasonable control.

37. Without prejudice to clause 34, in the event the company fails to deliver services ordered as per the confirmation the company's liability shall extend no further than a refund or pro-rata refund for any lost hire time.

## Governing Law & Jurisdiction

38. These Terms & Conditions shall be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.