

# Photobooshs of Sussex

*in association with Wedding Hire Sussex*

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## **Terms & Conditions of Hire**

### **General**

By placing a booking with Photobooshs of Sussex / Wedding Hire Sussex, either verbally or written, you acknowledge, understand and agree wholly to the terms and conditions outlined below. Your booking is bound by these terms and conditions.

For the purpose of these terms and conditions Photobooshs of Sussex / Wedding Hire Sussex will be referred to as the 'provider' and the person(s)/company booking or paying for the equipment and services will be referred to as the 'client'.

### **1. Payment**

- 1.1 A non-refundable deposit of £50 is payable at time of booking to secure the date. The remaining balance (total payment of hire time minus the £50 deposit) is due 14 days before the date of event.
- 1.2 If the booking is made within 14 days of the event then the client is required to pay the whole balance at time of booking.
- 1.3 Failure to pay either the deposit at time of booking or the remaining balance at time agreed will result in cancellation of booking and no refund on deposit.
- 1.4 A booking will only be confirmed once a booking form has been returned and a deposit received in cleared funds.
- 1.5 Advertised prices are subject to change without notice.
- 1.6 Any request for additional hire time during the event is subject to availability. The additional time will be charged at an hourly rate and must be paid, up front, before the extension of hire time.

### **2. Suitable access, space and facilities**

- 2.1 It is the responsibility of the client to inform the venue and gain permission for the use of the equipment.
- 2.2 It is the responsibility of the client to ensure the venue has adequate space to set up and dismantle the booth correctly without causing any undue disruption or health and safety issues.
- 2.3 The booth measures 2 meters (6.5ft) high, 1.3 meter (4.3ft) wide and 2.3 meters (7.5ft) long. The Selfie Pod measures (6.5ft) high, 1.3 meter (4.3ft) wide and 1 meter (7.5ft) long. An additional space (approximately 2 meters) will be needed for props and a further small table and chair.
- 2.4 The client must ensure there is a 240 volt/13 amp power supply no further than 2 meters away from the booth and does not cause any trip hazard.
- 2.5 If the booth is to be used in a marquee the client must ensure that clause 2.1, 2.2, 2.3 and 2.4 are strictly adhered to. In addition the ground must be totally flat, level and solid. The booth equipment must be protected from potential damage by external weather elements.
- 2.6 The client is responsible for organising suitable parking and access for loading and unloading equipment. Access to booth location must be level, and free from obstacles.
- 2.7 If, upon arrival, the provider deems the venue unsuitable or the client has failed to inform the provider of any issues highlighted in clauses 2.1 through 2.6 inclusive then the provider reserves the right to refuse delivery. No refund will be given in this case and the full hire cost will be charged.
- 2.8 Once set up in the agreed location the equipment will not be moved.
- 2.9 The equipment will, at all times, remain the property of the provider who will stay with the equipment at all times.
- 2.10 If any service or feature included free with the hire package is not available then no refund will be given.

### **3. Cancellations and change of date**

- 3.1 Any cancellation must be made in writing to the provider at least 28 days before the event date. Any monies minus deposit will be refunded. Upon payment of non-refundable deposit the provider agrees to reserve the date and time booked by the customer, and not make any other bookings or accept any other clients for said date and time. Therefore the provider will retain the deposit to offset potential loss of business. Any cancellation within 28 days of the event will not be refunded.
- 3.2 Requests for change of date by the customer must be made in writing at least 28 days before the original event date. If the new requested date is available a new booking form must be returned. If there is no availability then the event will be cancelled and cancellation fees in clause 3.1 will be applied.
- 3.3 If for any reason the provider is not able to provide the agreed equipment on the day of hire then the client will be refunded accordingly.

### **4. Damages to equipment**

- 4.1 The client accepts full responsibility for any damage to equipment by the client or guests. The client understands that any cost for repairing damage will be charged to them.
- 4.2 No food or drink are allowed in the booth.

### **5. Unavoidable circumstances**

- 5.1 There may be occasions when the provider may not be able to attend the event or become severely delayed due to circumstances beyond their control. This non-exhaustive list includes bad weather, transportation failures, illness and any other instances that the provider deems impossible or unsafe.
- 5.2 If a delay is likely then the provider will make every attempt to contact the client and/or venue to inform them. The provider will happily extend the hire time equal to the late start to compensate.
- 5.3 If the provider is forced to cancel due to unavoidable circumstances then a full refund will be given to the client.

### **6. Copyright**

- 6.1 The client and attending guests understand and hereby give full permission for the provider to use any images taken at the event (inside or outside the 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 provider and/or client unless the client informs the provider to the contrary, in writing, before the event.
- 6.2 The provider agrees to remove any images from their website and/or social media sites if requested to do so, in writing, by the client.
- 6.3 The provider acts on behalf of the client in obtaining e-mail addresses from booth users and will ensure there is an opt out feature.
- 6.4 The provider will not be held accountable for the number of email addresses obtained during the hire time.

### **7. Liability**

- 7.1 The client agrees to fully indemnify the provider for any theft or damage of the provider's equipment.
- 7.2 The provider accepts no liability for damage to, or loss of, any personal property or any injury caused by the provider's equipment due to misuse or negligence.