

TERMS & CONDITIONS

DEFINITIONS

For the purposes of this document, the following terms are defined:

- "we", "our", "us" PhotoBoothStudio.
- "the hirer", "you", "your" the person or entity in whose name the booking is secured.
- "event", "nominated hire times" the agreed timeframe for the Photobooth to be in place at a specified location.

BOOKING

- 1. A non-refundable booking fee of 25% of the total cost is payable to secure your booking.
- 2. The booking is not confirmed until the deposit is received by us. We will confirm with you via email once your booking has been accepted.
- 3. A travel surcharge is payable for booked events requiring more than 100km travel from our office in Shellharbour NSW. A travel quote will be provided in writing prior to finalizing your booking.

FULL PAYMENT

- 4. Payment of the full cost in full is required 2 weeks prior to the event date.
- 5. Failure to pay the tariff by this date may render your booking void.

CANCELLATION

- 6. If you cancel your booking within 8 weeks of your booked date, 50% of the total cost will be charged.
- 7. If cancellation is within 1 week of the booked date, 100% of the cost will be charged.



HIRE, FEES, AND SERVICES

- 8. The hirer, is responsible for anyone using the Photobooth, at all times during the nominated hire times stated in the booking. You are liable for any damage caused to the Photobooth during your event.
- 9. Delivery, set up and removal of the Photobooth are included in the hire fee. Time taken to deliver, set up and remove the Photo Booth will be outside the rental period (Approximately 1hr to set up and 45min to remove)
- 10. A trained Photobooth operator will be operating the Photobooth at all times during the booking.
- 11. We will deliver high quality photo strips, however, in the unlikely event there is equipment failure or damage caused by personal injury or guests, liability is limited to monies paid.
- 12. The space required to set up the Photobooth measures 3 METRES WIDE X 3 METRES DEEP X 2.4 METRES HIGH, and requires access to reliable 240v power within 5m of equipment, as well as clear access to the set up location. The hirer is responsible for ensuring these conditions are met prior to the event. Failure to do so may render us unable to set up the Photobooth.
- 13. We will not be set up the Photobooth outside unless in a fully covered, dry and protected area from direct sun, wind and rain. The hirer is responsible for ensuring availability of adequate cover in this situation. Failure to do so may render us unable to set up the Photobooth.

PRIVACY

14. We will not share your details to any third party and will take reasonable measures to ensure that your details remain confidential.



USE OF IMAGES

15. You give us permission to use any images during the event. This includes but it is not limited to promotional materials, and our website and social media accounts.

INDEMNIFICATION

- 16. We will not be liable for failing to perform under the Agreement by the occurrence of any event beyond our reasonable control, including, but not limited to, a labour disturbance, Internet outage or interruption of service, communication outage failure by a service provided to us to perform, fire, threatened or actual act of terrorism, natural disaster, or war.
- 17. You agree that in all circumstances, our liability is limited to an amount equal to the booking cost and not be liable for indirect or consequential damages.

MISCELLANEOUS

- 18. The Photobooth operator may stop the usage of the Photobooth at any time during the event if the Photobooth is being misused in a way that is dangerous to any persons or potentially damaging to our equipment.
- 19. Any variations to these Terms & Conditions must be agreed to in writing by us.