



TERMS & CONDITIONS

This section protects you the client and us the vendor please read and feel free to contact us should you have any questions regarding these term and conditions.

The provider - Picture Box Photo Booths,

The Customer - the person booking Picture Box Photo Booths for their event.

The following contract and its terms will set forth an agreement between the provider and the customer for the hire of the photo booth. This written contract set forth the full, written intention of both parties and supersedes all the other written and/or oral agreements between the parties.

SERVICE PERIOD

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

PAYMENT

A £100 deposit is required at the time of booking a photobooth, the remaining balance is due 30 days prior to the event. If the operator uses the equipment for a time period in excess of the service period agreed to overleaf, the overage in rental time will be billed to the operator at the following rates: £100 per hour.

Idle hours are charged at £20 per hour. Payment for any overage in time must be paid before additional hours are provided.

ACCESS, SPACE & POWER FOR THE PHOTO BOOTH

Customer will arrange for an appropriate space for the photo booth at the event's venue. (2.5m long 1.9m wide 2m high). Customer is responsible for providing power for the photo booth.

DATE CHANGES & CANCELLATIONS

Any request for a date change must be made in writing 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 alternative date, the deposit shall be forfeited and booth hire cancelled for the event. Any cancellation will forfeit any deposit payment made. Your deposit is non refundable however we will move your hire date if required. Your final payment is non refundable unless Picture Box Photo booths do not provide a photo booth hire for you. If your venue has been changed, Picture Box Photo Booths must be notified 4 weeks prior to the event date and an additional surcharge may be implemented if it is outside our working area.

DAMAGES TO PROVIDER'S EQUIPMENT

Customer acknowledges that it shall be responsible for any damages or loss to the provider's equipment caused by any misuse of the provider's equipment by the customer or its guests.

INDEMINIFICATION

Customer agrees to, and understands the following:

Customer will indemnify provider against any liability related to customers event during or after the customers event. Customers will indemnify provider from the time of service and on into the future, against any liability associated with the customer.

Customer will indemnify provider against any and all liability associated with the use of pictures taken within the photo booth its representatives, employees or affiliates at customer's event.

The video messaging, email facebook upload and props are optional extras to the photo booth hire and if for any reason the additions are not working or unavailable the customer is not entitled to a refund and accepts this.

UPLOADS AND FACEBOOK

All uploads and facebook uploads are subject to a stable internet connection. Where possible a Wi-Fi connection needs to be made available for uploads. We cannot be help responsible for the quality of the Wi-Fi connection or disconnection or reconnections required by the Wi-Fi connection. The guest must agree to have picture uploaded to facebook for it to be uploaded. All pictures with agreement uploaded will be put onto Picture Box Photo Booths facebook page and is down to the customer to acknowledge guests of this. It is the responsibility of the customer (hirer of the photo booth) to check this up to 5 days before the event guests/customer agrees to, and understands the following: all guests using the photo booth hereby give Picture Box Photo Booths, the right and permission to copyright and use, photographic portraits or pictures and email addresses of any photo booth user who may be included intact or in part, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. In addition I, hereby release, discharge and agree to save harmless Picture Box Photo Booths, from any liability, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.



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USE OF THE PHOTO BOOTH

The hirer is to ensure the photo booth is used properly and ensure that it will be used safely and without risk of health, shall not remove or alter or permit removal or alternation of identification numbers or marks of the Photo Booth, and shall keep the photo booth properly protected and safe. Under no circumstance shall Picture Box Photo Booths have any liability of whatever kind of any defects resulting from wear and tear, accident, improper use by the hirer or users except in accordance with the instructions or advice from Picture Box Photo Booths. The hirer is to ensure the photo booth shall not be removed from both the location and the venue other than by Picture Box Photo Booth representative. The booths shall not be held liable for refusal or lack of any consent or permission. The photo booth shall at all times remain the property of Picture Box Photo Booths. The photo booth shall be delivered on the date of hire at which time Picture Box Photo Booths will ensure the photo booth is operational and in suitable condition for use. The contact on the day, or agreed alternative contact will sign the photo booth set up to confirm they agree the photo booth is operational and not damaged. The Picture Box Photo Booth representative has the right to refuse to deliver the photo booth if:

- It believes that the photo booth will not be used properly.
- The venue or location is believed to be unsafe or a risk to health.
- The venue or location is believed to possibly cause damage to the photo booth.
- The venue or location is believed to not be secure.
- The contact/alternative arranged contact on the day cannot be found to sign the photo booth set up note.
- If the contact/alternative arranged contact on the day refuses to sign the on day booth set up note.

The contact on the day has the right to refuse to accept the photo booth set up note if:

- They believe the photo booth to be unsafe or a risk to health.
- The photo booth is damaged to the point of being unsuitable.
- The photo booth arrives outside of the delivery timings listed on the booking form.
- Idle time requires the booth to be securely stored.

Once the booth is initially set up the booth cannot be moved. Moving the booth will incur an additional charge. We have taken every care to ensure that all items on our website are correct. We will not be held liable for any errors or inaccuracies which may occur through the website, facebook, email or verbally with a representative and will not be obliged to supply goods at any inaccurate price. We endeavour to be delayed. Where possible an attendant will contact the persons responsible to notify them. We will endeavour to run the booth over the allotted time to make up the correct hire time if possible. We cannot give any refunds for circumstances beyond our control. Extra Print Offers are for Album fills only. After the Album has been deemed to be completed by our Attendant the booth may be switched back to single print mode. The hirer is responsible for the booth whilst in situ. Any damage caused to the Booth or from use of the booth is the responsibility of the hirer.

PRIVACY POLICY

We, at Picture Box Photo Booths treat the privacy of our visitors with the highest importance. This policy details the measures we take to preserving and safely guarding your privacy when you visit or communicate with our site or personnel. The Privacy Policy here has been approved and provided by the legal advice resource Legal Centre. We will not store any credit or debit card details. A detailed explanation of how we may store or otherwise use personal information about you is explained in this Privacy Policy. Regular updates of the Privacy Policy are completed, requiring you to check back on this Policy from time to time.

1. Information Collection Operation of this site may require collection and processing of the following data: 1.1 Visit details to our site or any resources used on our site are not limited to just location and traffic data, weblogs or other communication information. 1.2 Information given to us when you contact us for any reason. 1.3 Data offered by filled out forms on our site or personally, like a registration or purchase.

2. Cookies Our advertisers and we may have the occasion to collect information in regards to your computer for our services. The information is gained in a statistical manner for our use or advertisers on our site. Data gathered will not identify you personally. It is strictly aggregate statistical data about our visitors and how they used our resources on the site. No identifying personal information will be shared at any time via cookies. Close to the above, data gathering can be about general online use through a cookie file. When used, cookies are automatically placed in your hard drive where information transferred to your computer can be found. These cookies are designed to help us correct and improve our site's services or products for you. You may elect to decline all cookies via your computer. Every computer has the ability to decline file downloads like cookies. Your browser has an option to enable the declining of cookies. If you do decline cookie downloads you may be limited to certain areas of our site, as there are parts of our site that require cookies. Any of our advertisers may also have a use for cookies. We are not responsible, nor do we have control of the cookies downloaded from advertisements. They are downloaded only if you click on the advertisement.

3. Your Information and how it is used. Primarily, we collect and store data about you to help us provide better service and products to you. The following are purposes we may use your information for: 3.1 At anytime you request information from us via a form or other electronic transmission we may use your information to fulfill that



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request relating to our services and products. We may also communicate with you on other products or services you may find of interest, only when consent has been provided. 3.2 Contracts we make with you create a commitment, which may require contact or use of your information. 3.3 We have the right to notify you of changes to our website, products or services that could affect our service to you. 3.4 Information on products or services similar to those of an existing consumer purchase may be communicated to you. The information sent to you in a communication will be similar to the subject of a recent sale. 3.5 We may also use your information or allow a third party use of this data, to offer you information about unrelated products or services you may be interested in. We or third parties can only communicate if you have consented to such communication and data use. 3.6 New consumers can be contacted by our website or third parties only if consent has been granted, and only for those communications you have granted. 3.7 An opportunity for declining your consent is provided on our site. Use this opportunity to withhold your details from us or third parties, regarding data we may collect. 3.8 Be aware we do not reveal identifiable information about you to our advertisers, though we may at times share statistical visitor information with our advertisers.

4. Storage of Personal Data 4.1 The European Economic Area is large, but we may have to transfer data outside of this area. If data is transferred outside the European Economic Area it will be for storing and processing. A processing staff operating outside this area may belong to our website or a supplier, in which they can process or store your information. An example: to process and complete your sale or offer support services we may have to go outside the European Economic Area for the transfer. When you click submit of your payment details, personal information or other electronic communication you agree to the transfer for storage and processing. We take all necessary steps for security known to be in agreement with the Privacy Policy found here. 4.2 Information submitted by you is stored on secure servers we have. Any payment or transaction details will be encrypted for full safety measures to be in use. 4.3 As you know, transmission of data on the internet is never guaranteed regarding safety. It is impossible to guarantee your safety with electronic data and transmission. You are therefore at your own risk if you elect to transmit any data. When offered you may create a password, but you are responsible for keeping it confidential.

5. Information Sharing 5.1 If necessary, we may share personal information to our group members including such entities as subsidiaries, holding companies and their subsidiaries. Information is shared only when applicable. 5.2 Third party disclosure may be necessary in regards to personal information: 5.2.1 A sale of our business or its assets, in full or part, to a third party may require personal data sharing. 5.2.2 Legally, we may be asked to share and disclose data details. 5.2.3 To assist in reducing credit risk and fraud protection.

6. Third Party Links Links on our site that belong to third parties may be found. These websites have their Privacy Policy, which you agree to when you link to the site. You should read this third party policy. We do not accept claims of liability or responsibility in any way for these policies or links, as we have no way to control the third party sites.

7. Accessing Information The Data Protection Act 1998 provides you with the right to access the information that we collect about you. Please note any demand for access may be subject to a fee of £10 which covers our costs in providing you with the data requested. The contact information below needs to be used to request access about details we collect and store on you.

CONTACTING US

We welcome any queries, requests you may have regarding this Privacy Policy, or comments. Please do not hesitate and feel free to contact us.

MISCELLANEOUS TERMS

If any provision of these terms shall be unlawful, void, or for any reason unenforceable under Contract Law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof. This is the entire agreement between Provider and Customer relating to the subject matter herein and shall not be modified except in writing, signed by both parties. In the event of a conflict between parties, Customer agrees to solve any arguments via arbitration. In the event Provider is unable to supply a working photo booth for at least 80% of the Service Period, Customer shall be refunded a prorated amount based on the amount of service received. If the printer fails to print out photos on site the Provider will be allowed to give a web site to the customer where their guests can log onto and order prints free of charge with free postage. If no service is received, Provider's maximum liability will be the return of all payments received from Customer. Provider is not responsible for any consequential damages or lost opportunities upon breach of this agreement.