



Terms and Conditions

These are agreed on paying the deposit:

The Provider – **Pods Photo Booths**

The Customer – **The person booking Pods Photo Booth for their event.**

The following contract and its terms comprise an agreement between the Provider and the Customer for the hire of the Photo Booth. Paying a deposit or purchasing a voucher creates a contract between the supplier (pods photo booth) and the consumer (you).

This written contract sets out the full, intentions of the parties and supercedes any previous written or oral agreements made between the parties.

Service Period Guarantee

The Provider agrees to provide a Photo Booth operational and available for use. This is subject to a minimum fee of £500, to permit maintenance of the Photo Booth should any be necessary following malicious damage or damage caused by intent, violence or irresponsible behaviour. This is not limited to criminal damage but also neglect.

Payment

A non - returnable deposit of £50 of the agreed charge is required to secure a reservation for the Photo Booth, the balance of the agreed rental charge is due 30 days before the Customer's event. If the operator uses the equipment for a period in excess of the agreed service period additional rental charges will be payable by the Customer to the Provider, calculated on a pro rata basis.

Payment of all additional rental charges must be made by the Customer before any additional service period commences.

Access, space & power requirements

The Customer will arrange for an appropriate space to be made available for the Photo Booth at the event venue. A minimum floor area of 3m x 4m is required.

The Customer will provide a mains electricity supply comprising a single 13amp socket located within the space designated by the Customer for the Photo Booth

Date changes & cancellations

Any request to alter the agreed date of the rental of the Photo Booth must be made in writing/email and at least thirty days prior to the Customer's event

Any change of date is subject to the availability of the Photo Booth on the alternative date and receipt of a new booking contract.

If the Customer cancels an agreed rental of the Photo Booth, the rental deposit paid will not be refundable. (except for prepaid vouchers, see below)

Loss or or damage to providers equipment

The Customer assumes complete responsibility for any loss of or damage to the Provider's equipment (other than fair wear and tear) caused by any misuse of the equipment by the Customer, their employees or their guests.

The Customer shall be responsible for any loss of or damage to the Provider's equipment caused by Theft, Fire, Flood or Accidental Damage.

Indemnification

The Customer agrees to, and understands the following:

a) The Customer will indemnify the Provider against any and all liability related to the Customer's Event and use of the Provider's equipment.

b) The Customer will indemnify the Provider against any and all liability associated with the use of any pictures taken at the Customer's event by the Photo Booth or by its operatives , employees or affiliates .

The Customer agrees to, and understands the following:

All persons using the Photo Booth at the Customer's Event hereby give to Pods Photo Booth the right and permission to copyright and to reproduce or otherwise use any photographic portraits or pictures of any Photo Booth user who may be included in whole or in part, via any or all media now or hereafter known for illustration, art, promotion, advertising, trade, or for any other purpose unless specific instructions are given in writing at the event.

In addition the Customer, hereby releases, discharges and agrees to maintain Pods Photo Booth free from any liability arising out of the taking of said picture or any subsequent processing or publication thereof including, without limitation, any claims for libel or invasion of privacy. The customer will be reminded that pods photo booth may use these images.

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 the Provider and the Customer relating to the subject matter herein and shall not be modified except as agreed in writing by both parties.

In the unlikely event that it is not possible, other than for reasons beyond the Provider's control, to provide an operational Photo Booth for at least 80% of the agreed service period, the Provider shall make a refund to the Customer calculated pro rata from the total charge made for the agreed service period.

Where the rental includes a photographic printer and for any reason printed photographs cannot be provided on site at the time of the event, the Provider will place the photographs on a media source which the Customer and their guests can access to place an order for prints of any photographs which will then be supplied and delivered by post, free of charge.

If no service is received, the Provider's maximum liability will be the return of all payments received from the Customer. The Provider is not responsible for any consequential damages or lost opportunities upon breach of this agreement.

Adequate Public Liability is provided and available to download from the website.

Wowcher Bookings

If you are fortunate to have found or be looking to purchase a Wowcher Offer.

Please consider the following:

- Ensure that we have the date available
- Ensure that we cover your area and postcode
- Ensure we have any extras that you require available
- Payment for extras must be paid 30 days prior to the event
- £50 deposit for extras will be payable on booking
- Added extras will be available to book up-to 48 hours before the event
- Children's Parties are limited to 13 years of age and maximum 3 hours
- No refunds for cancellations once booked using a Wowcher Voucher

Pods Photo Booth is not responsible for vouchers purchased before confirmation of availability is confirmed.

These terms do not affect your consumer rights.

26th January 2015