



## TERMS AND CONDITIONS

### 1. Agreement to Terms and Conditions

1.1.1 When hiring a Photo Booth from us you do so in accordance with this Hire Agreement. You are deemed to have accepted the Terms & Conditions and the Hire Charge for the hire of the Photo Booth, and other terms such as the extended hours, idle time, after midnight hours, which have been quoted to you at the time of placing your order, or subsequent alteration of times relating to the hire.

1.1.2 Any contract for the hire of the Photo Booth is between you and FotoHoof.

1.1.3 These Terms & Conditions will remain in place on the website and can be accessed by you at any time. The Terms & Conditions displayed on the website at the time of booking your event shall apply to your booking. We reserve the right to amend or update our Terms & Conditions at any time and any subsequent bookings made by you shall be governed by such terms. We reserve the right to alter our pricing on our literature and website at any time without prior warning but this will not affect bookings which have already been confirmed by FotoHoof.

### 2.0 Payment

2.1 In order to secure your booking, a minimum deposit of £150 quoted to you at the time of placing your order and signing your contract must be paid. Once the Booking form has been completed and the Hire Charge Deposit has been received you will be notified that your booking is confirmed. Failure to make payment of the Hire Deposit within the time frame given on the email means that the booking will not be confirmed.

2.2 The Balance of the Hire Charge shall be paid 14 days prior to the start of the Hire Period. You will be prompted by email to pay any balance by the due date. Failure to pay such balance by the due date will (at our discretion) result in the cancellation of your order. Any extra costs or services that have been added outside of the original quote and between payment of the deposit and completion of the hire period will be invoiced separately.

2.3 You are not entitled to a refund of any part of the Hire Charge, where the Hire Charge Period has ended early due to the Photo Booth being damaged. Lost or stolen during the Hire Period or any breach by you of these Terms & Conditions.

2.4 A Damage Deposit of £100 must be paid in addition to the final fee payable before the period of hire. This will be returned to the payee only under the following terms:

2.4.1 All equipment, props, decorations, signage and stationery are returned after the period of hire.

2.4.2 No damage to any of the equipment, stationery, props, decorations, signage or the booth itself is caused by the client or any of the client's party members during the period of hire.

## 2.5 Cancellation

2.5.1 In the event that you decide to cancel your booking you must notify us immediately in writing. The £150 deposit paid to secure the booking is non-refundable unless deemed otherwise subject to the discretion of FotoHoof.

2.5.2 The following Cancellation Charges will apply:

(a) If a booking is confirmed less than 7 days prior to the Start Date, then You may not cancel the Booking and the full amount will be due;

(b) If You cancel the booking after 30 days of confirmation, but more than 6 months prior to the Start Date, then You will have to pay 10% of the Total Price for the services;

(c) If You cancel the Booking after 30 days of confirmation, but between 151-180 days before the Start Date then You will have to pay 40% of the Total Price for the services;

(d) If You Cancel the Booking after 30 days of confirmation, but between 121-150 days before the Start Date then You will have to pay 50% of the Total Price for the services;

(e) If You cancel the Booking after 30 days of confirmation, but between 91-120 days before the Start Date then You will have to pay 60% of the Total Price for the services;

(f) If You cancel the Booking after 30 days of confirmation, but between 61-90 days before the Start Date then You will have to pay 70% of the Total Price for the services;

(g) If You cancel the Booking after 30 days of confirmation, but less than 60 days before the Start Date then You will have to pay 100% of the Total Price for the services.

(h) At your option and provided you give us more than 60 days' notice of cancellation you may cancel the booking and request that the deposit is transferred to an alternative booking (Subject to availability)

### 3 Basis of Hire

3.1 FotoHoof must only be used in accordance with these Terms & Conditions.

3.2 The Hire Period for the Photo Booth is for the Period specified on the Booking form. This Hire Agreement is not covered by the Consumer Credit Act, 1974 as the Hire period is less than 3 months.

3.3 The Hire Period shall commence and end on the times and dates specified on the Booking Form. No extension to the hire period is permitted without our express written consent and receipt by us of the appropriate charge. The latest finishing time will be 10pm.

3.4 If we are unable to install the Photo Booth on time due to access restrictions the Hire Period will remain unchanged. If your event simply starts late or runs late, the Hire period will remain unchanged unless we agree to provide additional hours or to simply delay our planned start.

3.5 If we are unable to Install the Photo Booth at the Venue due to occurrences on the journey to your venue (accident, illness, breakdown or any other unforeseeable occurrence, due to the actions of us) then we will refund the full amount for the package paid.

## 4 Setup and Use of FotoHoof

4.1 FotoHoof requires a maximum of one hour to set up and test correctly. If you require FotoHoof to be setup but not operational, this is subject to an Idle Time charge and will be quoted upon order. It is up to you to ensure that all consents and approvals have been obtained to ensure that FotoHoof are permitted access to set up at the requested location. It is also your responsibility to ensure that level stable ground is available and that FotoHoof is sited within easy access to an electricity supply and that you have the necessary consent and approval of the venue. FotoHoof cannot be held responsible if for any of the above reasons we cannot set up on time for your event.

4.2 You must ensure that the space provided for the FotoHoof is suitable. The Horse Box requires a minimum of 15ft x 12ft and that an adequate power supply is provided. The horse box has the following dimensions: 350cm W x 500cm L x 250 cm H when installed. An extra 30 cm is required in height during construction and an adequate power supply. There must be an easy in and out access, so that we cause the least disruption, when setting up or breaking down.

## 5 Risk and Ownership of the Photo Booth

5.1 Full ownership in FotoHoof shall remain fully vested in us at all times. You have no right, title or interest in FotoHoof other than that you are entitled to hire it for the Hire Period.

## 6 Termination of Hire

6.1 FotoHoof will not tolerate any abuse or threatening behaviour to any of our staff or abuse of the equipment. If this occurs, FotoHoof retain the right to terminate the hire immediately. This applies equally to you and your guests. FotoHoof may terminate the hire in cases where our staff are of reasonable view that the equipment belonging to FotoHoof is in danger of being damaged or has been damaged due to the actions or unruly behaviour of the people using it. You must also acknowledge that FotoHoof has the right to decline the services to your guests (invited or uninvited), for misuse, inappropriate photos, unruly behaviour or being drunk and incapable. Wherever possible and reasonable to do so we will speak with you or the venue first to try to resolve the matter before the termination is enacted. If we do terminate, for any reason, the full Hire Charge will remain due and we will not issue any refunds for any period of hire not provided. Moreover, you will be fully responsible for any damages caused by you or your guests or other attendees at your event to the Photo Booth and or equipment howsoever caused, with the sole exclusion of damage caused by a FotoHoof staff member. Any loss of or damage to props or equipment or Photo booth will be invoiced to the Customer. Any invoiced cost must be paid within 10 days of the event.

## 7 Privacy Policy

### 7.1 Facebook/Twitter/Instagram any Social Media Platforms

Where the Hirer has agreed for Facebook upload, you or any guest who uploads their photo accepts that there will be a reference to FotoHoof as this is the name of the Photo Booth and is the policy of Facebook to reference it.

7.1.1 You or any person, who uses the facility of uploading photographs to any social media do so at their own risk and all will indemnify FotoHoof, against any misuse of inappropriate images or behaviour which have been created by using the Photo Booth.

## 8 Photograph Usage and Ownership

8.1 All photos taken by the Photo Booth can be uploaded to an online gallery unless you state otherwise. This gallery will be password-protected and the password will only be given to the customer.

8.1.1 Photos taken by the Photo Booth during an event may be used to assist with promotion of FotoHoof.

### 8.2 Copyright

You will receive a link to an online gallery within 1 week of your event, which will contain all customised images and all original images from your event. We retain the copyright of any photographs taken at the Photo Booth, but the hirer shall have license to use any such photographs for their own purposes.

## 9 Limitation of Liability

9.1 We disclaim any and all liability to you for the supply of FotoHoof to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If we are found liable for any loss or damage to you such liability is limited to the Hire Charge you have paid. We cannot accept any liability for any loss, damage or expense, including any direct or indirect loss such as loss of profits, to you howsoever arising.

9.2 We shall not be held liable for any failure or delay in performing the service and hiring the Photo Booth where such failure arises as a result of a Force

Majeure event. In such circumstances our liability shall be limited to a pro rata refund of the deposit where applicable.

9.3 You will indemnify us against any and all liability related to your event, during and after your event. You will indemnify us from the time of service and on into the future, against any liability associated with you.

9.4 You will indemnify us against any liability associated with the use of the photographs taken by the Photo Booth and its representatives, employees or affiliates at your event.

9.5 You, hereby release, discharge and agree to maintain us free from any liability arising from the taking of said photographs or any subsequent processing or publication thereof including without limitation, any claims or liable or invasion of privacy. All persons using the Photo Booth at your event, hereby give us the right and permission to copyright and reproduce or otherwise use any of the photographs of any Photo Booth user who may be included in whole or part, via any and all media now or hereafter for illustration, art promotion, advertising, trade, or for any other purpose.

9.6 We do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss or damage to property and/or loss from claims of third parties arising out of the hire of the Photo Booth. We do not make any representation or guarantee that use of the Photo Booth in any promotional context will generate revenue or customers for you or your business.

9.7 We shall not be liable for any misrepresentations other than fraudulent misrepresentations.

9.8 Nothing in this Hire Agreement shall limit our liability for personal injury or death arising as a direct result of our negligence.

## 10 FotoHoof Staff

10.1 Staff supplied by FotoHoof are for the sole purpose of providing technical support and hosting (management of operating the Photo Booth and people using the Photo Booth) FotoHoof Staff should not be requested to undertake any additional functions at your event.