

TERMS AND CONDITIONS OF BOOKING

The Provider – Jersey Party Booth

The Customer - The person booking Jersey Party Booth 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 sets forth the full, written intention of both parties and supersedes all other written and/or oral agreements between the parties.

SERVICE PERIOD

Provider agrees to have a 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 photo booth, the remaining balance is due 1 week prior to your 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 £10 per hour.

Payment for any overage in time must be paid before additional hours are provided.

ACCESS, SPACE & POWER FOR PHOTO BOOTH

Customer will arrange for an appropriate space for the Photo Booth at event's venue. (2m x 2m wide x 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 thirty 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 alternate date, the deposit shall be forfeited and event cancelled. Any cancellation will forfeit any deposit payment made.

DAMAGE TO PROVIDER'S EQUIPMENT

Customer acknowledges that they shall be responsible for any damage or loss to the Provider's Equipment caused by: a) Any misuse of the Provider's Equipment by Customer or its guests, or b) Any theft or disaster (including but not limited to fire or flood).

INDEMNIFICATION

Customer agrees to, and understands the following:

- a) Customer will indemnify provider against any and all liability related to Customer's Event during or after Customer's event.

Customer will indemnify Provider from the time of service and on into the future, against any liability associated with Customer.

- b) 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.

Customer agrees to, and understands the following: All guests using the photo booth hereby give to

Jersey Party Booth: The right and permission to copyright and use, photographic portraits or pictures 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 Jersey Party Booth, 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.

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.