

PRO PICTURE PODS

Email: propicturepods@gmail.com

Instagram: @ProPicturePods

TERMS & CONDITIONS

- 1. These Terms & Conditions set out an agreement between the Hire Provider (Pro Picture Pods) and the Hirer (person/event planner/organisation/company hiring the equipment from the Hire Provider).
- 2. Upon payment of Pro Picture Pods Invoice (PPP), it is deemed that the Hirer has read, fully understood, and agreed to the Hire Provider's Terms & Conditions.

VINTAGE BOOTH HIRE

- 3. Vintage Booth Hire refers to the provision of a Vintage Photo Booth Hire for use during a stated duration at an agreed venue for an agreed event between the Hire Provider and the Hirer.
- 4. Prior to the event, the Hirer must have completed the Pro Picture Pods Booking Form and paid for the service in its entirety in advance. In the event the Booking Fee stated on the Pro Picture Pods invoice has not been paid, the Hire Provider can opt to not attend the event and the Hirer will have forfeited their deposit.
- 5. Vintage Booth Hire time is the length of actual time that the Booth will be available to Guests and is outlined on your chosen hire package and stated on the Hirer's invoice.
- 6. The Hire Provider requires access to the venue one hour prior to the Booth Start Time, to set up, configure and test the Vintage Booth. If the Hire Provider cannot get access to the venue one hour before the agreed start time to set up the Vintage booth may start later than booked and any amendment to the 'Booth End Time' will be at the discretion of the Hire Provider. The Hire Provider will not be held liable for any costs and there will be no automatic application of refund or discount.
- 7. Unless otherwise agreed, Guests will be able to use the booth as many times as they like within the hire period, they will be able to retake individual photos and will

- receive prints for the photos they appear in, within reason. Guests will also be able to airdrop photos to Apple iPhone devices in real time, without restriction.
- 8. Where individual Guests seek to over-use the Booth (for example by taking more than five photos in a row, or requesting excessive numbers of prints), the Booth Operator may at their discretion request that Guests vacate the Booth, in order to ensure access to the Booth for as many Guests as possible within the Booth Hire Period.
- 9. All equipment remains, at all times, the property of Pro Picture Pods.
- 10. All equipment is for indoor use only in a weatherproof area on dry, level, hard surface flooring/ground.
- Equipment consists of any and all items provided as part of the package for the hire, including the Vintage Booth, props, backgrounds and apparatus required to deliver the service.
- 12. In the event of the Hire Provider being unable to attend your event due to reasons beyond their control such as (but not limited to) adverse weather conditions, road closures, vehicle breakdown, illness, death, or equipment failure, the Hire Provider's liability will be limited to refunding all of monies already paid by Hirer to Hire Provider for that service.

CHARGING & PAYMENT

- 13. On receipt of the agreed deposit, Pro Picture Pods will be contracted to provide a Vintage Booth Hire for your event. The balance of this hire is payable via debit/credit card/paypal or BACS, 1 month before the date of your event. The Hire Provider will not operate the booth until payment has been made in full.
- 14. Vintage Booth Hire Delivery & Collection is free within 20 miles of our base in London (HA9). Every mile thereafter will be charged at a rate of 150p per mile.
- 15. There may be an additional surcharge of up to £25 for events being held in Central London to cover the cost of parking and congestion charge.

POSTPONEMENTS & CANCELLATIONS

- 16. Prior to payment of the Deposit, the Hirer may update the dates, times and locations of the Vintage Booth Hire without restriction, however subject to the availability of the Hire Provider and the Terms and Conditions of the Service.
- 17. Once the deposit has been paid, the Hire Provider will work within reason to accommodate changes in dates, times and location, however the deposit may be forfeited in the event that a change requested by the Hirer cannot be accommodated.
- 18. Wherever possible, the Hire Provider will seek to reach fair and reasonable re-arrangements with the Hirer in order to deliver the service.
- 19. If the Hirer cancels the Vintage Booth Hire, the Hirer must immediately notify Pro Picture Pods in writing via email to ProPicturePods@gmail.com. Irrespective of when a cancellation is made, the deposit is non-refundable.
- 20. If a cancellation is made for any reason outside of two weeks prior to the event date; 75% of the agreed price becomes payable and a refund for the remaining 25% will be issued. If a cancellation is made for any reason within 48 hours prior to the event date; the full amount for the Booth Hire will be payable and no refund will be issued.

FORCE MAJEURE

- 21. Neither the Hire Provider nor the Hirer shall be held liable if the fulfilment of any terms within this Agreement are delayed/prevented by Force Majeures such as wars, acts of enemies, fires, floods, acts of God, or by any other cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, the party is unable to prevent.
- 22. In the event the events contemplated by this paragraph occur, the Hire Provider shall be entitled to monies in line with the Cancellation policy outlined above.

OTHER

- 23. The Hire Provider will not accept any threatening behaviour or physical action which risks damaging the Booth equipment. If this occurs we will stop the use of the booth and dismantle with no refund. Smoking, food and beverages are not permitted in the Vintage Booth at any time.
- 24. Any damage / loss to the Hire Provider's equipment through misuse, negligence, abuse or theft by the Hirer, their guests, or affiliates, becomes the responsibility of

the Hirer. The Hirer shall bear the cost of any such repair. In the event that the equipment becomes damaged beyond repair, the Hirer shall bear the replacement cost, and any additional cost as a result of affected future hire.

- 25. In the unlikely event of a technical problem with the Vintage Booth, or in any event beyond our control which renders the Vintage Booth unusable, a refund will be given pro rata to any time lost.
- 26. The Hire Provider owns all copyright on any image or video taken by our photo and video booths. Please let us know in advance if you don't wish for us to use images from your event. Images taken by our Booths may be used by us to assist with promoting our services. This may include printed publications as well as on-line images.