



**Contract Sent Date:**

**Snapped Photo Booth  
Contract**

**A big thank-you for booking us as your Photo Pod operators!**

**Event Date:**

**Event Location:**

**Start Time:**

**End Time:**

**Package price:                   £**

**Deposit paid:                   £**

**Remaining Balance Due: £**

**Due on or before:**

**TERMS AND CONDITIONS OF CONTRACT FOR  
PHOTO BOOTH SERVICES  
Provided by Snapped Photo Booth.**

**It is agreed that the following terms set out the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.**

**Booking Fee / Deposit Payments**

**A deposit as agreed between Snapped Photo Booth and the Client as well as full acceptance of the terms and conditions herein secures the time and services of Snapped Photo Booth for the event and is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by Snapped Photo Booth due to cancellation. If within the 14 days after booking and paying the deposit the Client decides to cancel a full refund of the deposit will be given. The deposit will be deducted from the cost of**



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**the client's chosen package when calculating the final balance due. Payment in full of the remaining balance will be due four (4) weeks before the event (or such period as agreed between Snapped Photo Booth and the Client)**

**Weddings that are postponed to a later date will retain the fee as long as Snapped Photo Booth can re-schedule for the new date and time.**

### **Charges**

- **The amount stated on your booking confirmation email shall be**
- **The Total Amount payable for the package you have booked**
- **Additional or extra charges will be those which are not included in the package for which the client requests additional product or service from the Company**
- **We reserve the right, by giving notice to you at any time before delivery or performance of our obligations to you, to increase the price of the Services to reflect any increase in the cost to us due to any factor beyond our control (such as without limitation, a foreign exchange fluctuation, significant increase in the costs of labour, materials or other costs of manufacture). In the unlikely event of this occurring, you shall be entitled to cancel the order at any time before we have commenced providing the Services.**

### **Company requirements**

- **The Company equipment is only suitable for indoor covered use**
- **The Company require access to the venue at least 60 minutes prior to the Clients desired start time for the equipment as arranged at the time of booking. The Company will not be held responsible for the loss of any hire time as a result of access being delayed or denied**



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- **The Client will ensure that the Company has close access to the venue to unload the equipment and 1 parking space for a van to be parked during the event**
- **The Client will pay for any parking fees or charges which may apply in advance of the event or after the event with an additional administration fee of £20**
- **The Client is responsible for ensuring that sufficient space is made available for the Company's equipment, generally a space of 4m x 4m is required with a ceiling height of at least 2.5m. (We can adapt to smaller spaces if needed but we may not be able to use all equipment)**
- **The Client will ensure the Company has free access to power supply within 5m**
- **The equipment will be setup in one location only as agreed on arrival and will not be moved once set up.**
- **Any specific criteria that the venue requires such as PAT certification / insurance must be made known to us at least 30 days before the event date.**
- **The Client will ensure the operating area flooring is level, flat and solid**
- **The Client will ensure the operating area is warm and dry – free from any external weather conditions and suitable to operate temperature sensitive equipment (minimum room temperature 15c)**
- **The Client understands that any of these requirements which are not met may delay the operation of the booth, or render it unusable and as such will understand that the Company holds no liability in this regard and may remove the equipment and cancel the hire without any full or part refund**
- **In the unlikely event that the Company cannot attend the Clients event (ie: breakdown, sickness, accident, equipment failure) and we are unable to supply the services as ordered our liability will be limited only to the refunding of any deposit and balance payments made. No additional compensation will be offered or rewarded**



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- **The Company reserve the right to cancel any booking, and retain the deposit for any booking where it has not received the balance 6 weeks prior to the event, and where efforts to contact the Client are unsuccessful**

### **Operation of equipment**

- **The Client is to obtain permission from the venue for the use of the equipment, the Company will not be held responsible for a venues refusal to allow use of the equipment, and in this instance no refund would be made**
- **The Company will start the operating time at the agreed time stated on the booking confirmation. However, if the Company is delayed due to traffic, staffing issues, sickness, vehicle problems, weather or other conditions it will make all efforts to start the equipment as close to the desired operating start time as possible. The Company will in this instance only be responsible for making the time up to fulfil the number of hours booked, or offer compensation at a general rate of £50.00 per hour at its discretion**
- **At all times the Company will only be responsible for operating the booth for a minimum duration of 90% of the booked time, allowing 10% for machine breakdown, maintenance and consumable item changes**
- **If the Client or its venue, delay the pack down of the Company's equipment at the end of the hire period, the Client will be charged a fee at £35 per hour for each hour a delay applies**



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- **In the event that the Company is unable to deliver its product or services as per the confirmation of booking, it may offer an alternative or substitute if possible. If this is refused by the Client, the Company will only be liable for the refund for that product or service, or in cases where the whole package is not delivered only responsible for a refund in full. No compensation shall be requested by the Client or offered by the Company in this regard**
- **The Company reserve the right to alter the package delivered or supplied due to concerns regarding health or safety**
- **The Company will make every attempt to offer a full service during the Clients event. However, if the printer malfunctions and instant prints are unavailable during the Clients event, the Company will be liable only for supplying the appropriate number of prints to the Client within 7 days**
- **We shall have no liability for any delay or failure in delivery, or performance of our obligations to you resulting from any act, events, omissions, failures or accidents that are outside of our control, which, without limitation, include:-**
  1. **Any ‘act of god’**
  2. **Strikes, lock-outs, or other industrial action**
  3. **Shortages of labor, fuel, power, raw materials**
  4. **Late, defective performance or non-performance by suppliers**
  5. **Private or public telecommunication, computer network failures or breakdown of equipment**
  6. **Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (declared or not), or threat or preparation for war**
  7. **Natural disaster or extreme weather conditions – ie: fire, flood, earthquake**
  8. **Impossibility of the planned use of roadways or vehicle, or public or private transport**
  9. **Acts, degrees, legislation, regulation, or restriction of any government**



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- 10. Accidents, damages or injuries to vehicles, staff or equipment on route to an event**
- 11. Any other causes beyond our reasonable control**

- **The Company will provide a design proof to the Client prior to the event. It is the Clients responsibility to check this fully for colour choices, spellings, names, etc – to ensure it is absolutely as required. The Company will not be held responsible for any errors approved by the Client**
- **Should the Company make an error on the artwork, the Company will be responsible only for a reprint within 7 days**
- **The Client understands that the primary function of the Company equipment is for entertainment**
- **The Company will not be responsible for ensuring the equipment is used by guests at the Clients event, this is the responsibility of the Client**
- **The Company will endeavour to accommodate any requests for specific options, products and services, but it cannot guarantee these where no additional fees have been paid. Failure by the Company to provide something requested by the Client will only be addressed by way of a pro-rata refund for the items not delivered**
- **The Company will if included in the package will provide a online instant gallery, this is fully dependant on cellular signal being available at the location via our own Wi-Fi router, venue WI-FI cannot be used. If signal is not available photos will be uploaded within 48 hours of the event. In the event signal is lost whilst uploads are in progress and in the “very rare” event a photo/photos are not uploaded we hold no responsibility for them being recovered. To try best to avoid any loss we will ensure pending uploads are complete before clearing space on devices**
- **The Company provides its staff to assist guests with using the equipment. The staff provided will be entitled to regular breaks including refreshment and toileting breaks during the hire period**



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- **The staff supplied by the Company are entitled to a safe and happy working environment, and as such – all and any threats or actions that lead to their safety, well being and happiness being compromised, will be dealt with via the removal of all and any equipment without warning if deemed appropriate by a Manager or Director of the Company. In this instance no refund in full or part will be made**
- **The Client is responsible for the safety and safe use of the equipment whilst on hire to the Client. Therefore any claim for accident or damage to, or caused by, the booth will be the responsibility of the Client**
- **The cost of all and any repairs resulting from the misuse of the equipment on hire from the Company will be paid for by the Client at cost, including any impact on other events and loss of earnings**
- **Unless otherwise agreed by a Director in writing, all and any content captured by the Company during the Clients event will be owned and controlled by the Company. The Company grants the Client unrestricted personal use of these images, however, commercial use is strictly prohibited**
- **Images captured by the Company may be used on the Company website, social media, and other marketing without limitation or approval, we would never use images of children without prior permission.**
- **The Company agrees to provide a copy of images within 28 working days on a usb drive (if included in the package chosen or bought as an extra), and by way of an online gallery, also within 28 working days**
- **All services and products supplied on an ‘unlimited’ basis will be supplied on fair use basis, whereby the Company retains its right to limited usage of services or product if it feels that the service or product is being abused or being used for purposes not stated or agreed at the time of booking**
- **Any children using the equipment must be supervised at all times**



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**Where it is necessary for the Photographer to engage third parties to hold data (e.g. images for gallery purposes), the photographer undertakes to ensure the data is held in a GDPR compliant fashion.**

**Governing Law**

**This agreement shall be governed in accordance with the law of England and Wales.**

**Date:**

**Name:**

**Signature:**