



## Terms & Conditions

**1. Application of the General Terms and Conditions of Hire** The general terms and conditions of hire outlined below (hereafter known as "General Conditions"), govern the contractual relationship between any user of THE INCREDIBLE BOOTH LTD. These general terms and conditions are the only ones applicable and replace all other conditions, except in the case of express written consent. THE INCREDIBLE BOOTH LTD may be occasionally obliged to modify certain provisions of its general conditions. Therefore, it is necessary to re-read the terms and conditions before booking with THE INCREDIBLE BOOTH LTD. We consider that by confirming your booking, you have read and accepted our general conditions of hire without reserve. All bookings placed by the customer imply the full acceptance of the present general conditions of hire. Any clause accompanying a customer's booking, or any other document which is in opposition to, or which adds a new element to the present general conditions (such as the general conditions of hire by the customer), will not be accepted by THE INCREDIBLE BOOTH LTD

### 1.1 Contact Details for THE INCREDIBLE BOOTH LTD

**Company's Registration Name** The Incredible Booth LTD

**Company's Place of Registration** Companies House Crown Way Cardiff CF14 3UZ

**Company's Registered Office Address** Unit 1 26 Scratchface Lane Bedhampton Havant PO9 3NG England

**Company's Registered Number** 10704465

**Company's Telephone Number** +44 (0) 2392 473 914

**Company's Email Address** info@theincrediblebooth.co.uk

**2. Prices and Discounts** THE INCREDIBLE BOOTH LTD will only deal with British sterling, all photo booth bookings by THE INCREDIBLE BOOTH are billed and advertised in British sterling and without tax (under the condition that you provide us with a conforming intercommunity VAT number: see Article 18), at the price quoted on the day of the booking by THE INCREDIBLE BOOTH LTD. All our packages include delivery, setup and brake down of the booth, under the condition that the delivery is not outside a 50-mile radius from 26 Scratchface Lane Bedhampton Havant PO9 3NG England. THE INCREDIBLE BOOTH LTD reserves the right to modify its price at any time and in compliance with current laws. After acceptance of THE INCREDIBLE BOOTH LTD present general conditions of hire, and acceptance as evidenced by voluntarily ticking or signing the booking form attesting to the fact that the client has read and approves of the said conditions, all THE INCREDIBLE BOOTH LTD clients can benefit from discounts when they are active from THE INCREDIBLE BOOTH LTD.

**3. Payment Conditions** Except in special conditions requiring a special agreement, THE INCREDIBLE BOOTH LTD payment conditions are as follows:

- a) Order payment by bank card Visa, Maestro, MasterCard, American Express.
- b) Bank Transfer
- c) PayPal
- d) Stripe

Any of these payment options must first be authorised by THE INCREDIBLE BOOTH LTD'S financial department. THE INCREDIBLE BOOTH LTD will require a £50 booking fee which is taken off from the overall booking price to secure any photo booth, THE INCREDIBLE BOOTH LTD will not guarantee any dates without the booking fee. If THE INCREDIBLE BOOTH LTD receives a booking within four weeks of the booking date payment will be required in full upon time of booking. Booking fees are non-refundable.

**4. Availability of product** Our photo booths are offered for hire while we have photo booths available. The information on the availability of products comes directly from our head office and is provided to you at the moment a booking is put through. We cannot be held responsible for any error or exceptional modification. In the event that a photo booth is not available after you have placed an order, we will inform you by email as quickly as possible so that you may cancel your order.

**5. Forwarding – Delivery – Delivery Charges** Upon receipt of your booking, we recommend that you check to see if the booking has been confirmed to you. THE INCREDIBLE BOOTH LTD decides on the mode of delivery except where if specially indicated by the client. The risks associated with delivery are the responsibility of THE INCREDIBLE BOOTH LTD. THE INCREDIBLE BOOTH LTD will not put deliver any photo booths until all pending funds have been cleared by THE INCREDIBLE BOOTH LTD bank clearance program. Journey time to deliver the photo booth will be determined by GOOGLE MAPS, THE INCREDIBLE BOOTH LTD will always add half an hour to the time stated by GOOGLE MAPS for delivery of the photo booth. If we arrive late to any booking due to unforeseen circumstances discovered on route to any venue THE INCREDIBLE BOOTH LTD will not be held responsible. This is for U.K only. THE INCREDIBLE BOOTH LTD will arrive and setup approximately one hour before the hire period is due to commence. The booth will be setup in the area stated on the booking form, if the area has changed THE INCREDIBLE BOOTH LTD will require confirmation from the client or venue management that the new location is acceptable. The hire period is for a set period as specified on the booking form. THE INCREDIBLE BOOTH LTD will commence at the agreed time and finish at the agreed time. If for any reason, we are not able to commence at the agreed time due to matters concerning THE INCREDIBLE BOOTH LTD we will extend the end time. If THE INCREDIBLE BOOTH LTD cannot start on time due to poor access, not having access as required due to the venue or other such circumstances, THE INCREDIBLE BOOTH LTD will finish at the time stated on the booking form. for the hire.

**5.1 Split Delivery's** Under no circumstance will THE INCREDIBLE BOOTH LTD process any bookings for delivery unless all elements of the booking are satisfied under its own accord. In the event that a request is made for an Incomplete booking to be processed THE INCREDIBLE BOOTH LTD will evaluate the request on an individual basis and notify the clients in writing.

**6. Claim's** If a photo booth arrives at the event and does not conform to what the client has booked, THE INCREDIBLE BOOTH LTD will issue a refund to the client (this is only relative to THE INCREDIBLE BOOTH LTD delivering an Incorrect Photo Booth). A copy of the booking form must be attached to the client's claim. No claims will be processed that do not adhere to the above conditions.

**7. Cancellations & Refunds** A full refund will be made If the agreed time of use for any event is not available or circumstances beyond our control see section 18. THE INCREDIBLE BOOTH LTD will not refund for the cancellation (by the client) of bookings within 1 month of the date stated on the booking form. THE INCREDIBLE BOOTH LTD will refund 50% of the booking price to cancellations outside of 3 months.

**7.1 Damages** THE INCREDIBLE BOOTH LTD will hold on all accounts the name stated on the booking form liable for any breakages to the equipment belonging to THE INCREDIBLE BOOTH LTD. THE INCREDIBLE BOOTH LTD will waver the cost of broken or missing props only.

**8. Termination of Booking** Any abuse or violent behaviour to THE INCREDIBLE BOOTH LTD'S equipment or members of staff will result in immediate termination of the photo booth period. This applies equally to the client on the booking form and their guests. If THE INCREDIBLE BOOTH LTD decide to terminate the photo booth booking THE INCREDIBLE BOOTH LTD will not issue any refunds.

**8.1 Photo Booth Use** Children under 8 years of age must be accompanied and supervised by a responsible adult unless the client has agreed with THE INCREDIBLE BOOTH LTD. For safety and for the comfort of all our client's we ask that you do not to smoke in the photo booth this includes e cigarettes, food and drink is also prohibited. All accessories must remain within the vicinity of the booth, THE INCREDIBLE BOOTH LTD staff will at their discretion remove props from use if they deem they are being abused.

**8.2 Use of Photo Booth Images.** Photos taken by THE INCREDIBLE BOOTH LTD during any event will be uploaded to the website of THE INCREDIBLE BOOTH LTD or social media this includes Facebook, Twitter,

Instagram or any other social media unless stated by the client. THE INCREDIBLE BOOTH LTD will use the images / videos to assist with advertising and the promotion of THE INCREDIBLE BOOTH LTD or THE INCREDIBLE BOOTH LTD.

**9. Manufacture Warranties and after-sales services** All booking taken by THE INCREDIBLE BOOTH LTD have no warranty. For any information concerning the After Sales Service. Our customer services team will be happy to answer your questions any time from 9 a.m. to 5 p.m., GMT London time Monday to Friday.  
- Tel +44 (0) 2392 473 914

**10. Trademarks** Trademarks distributed by THE INCREDIBLE BOOTH LTD are protected by current laws and international conventions.

As a consequence, neither clients nor third parties can use trademarks without the express written consent of the trademark holder. It is understood and agreed that the acceptance of the present General Conditions is not in any way such an authorisation.

**11. Ownership of Property** THE INCREDIBLE BOOTH LTD remains the owner of the merchandise delivered at all times.

**12. Point of Sale** In the case of non-payment, declined transaction or any other reason for the funds not to be debited to THE INCREDIBLE BOOTH LTD the product will not be delivered and the sale shall be considered void.

**13. Applicable law – Attribution of jurisdiction** in the event of a failure to amicably resolve payment, all litigation involving THE INCREDIBLE BOOTH LTD and its clients will be settled exclusively in the Courts of the United Kingdom with the applicable law being British law.

**14. Access to Venue** It is the client's responsibility to ensure the venue is aware that THE INCREDIBLE BOOTH LTD will be arriving with a photo booth. THE INCREDIBLE BOOTH LTD requires the venue to provide acceptable parking to load and unload the photo booth.

**15. Required Space** THE INCREDIBLE BOOTH LTD requires an area measuring 2.5 meters x 1.5 meters and a height clearance of 2 meters it is the client's responsibility to ensure there is ample room to assemble the photo booth.

**16. Electrical** A photo booth from THE INCREDIBLE BOOTH LTD will require one standard 240v socket only. If the client's event is being held within a marquee or is outside (weather dependent) a generator with sufficient fuel needs to be supplied with a standard 240v socket available.

**17. Outside Use** Our photo booths are for indoor and outdoor use only, THE INCREDIBLE BOOTH LTD photo booths require a firm level floor, if your event is in a marquee, outside or a similar temporary structure, a suitable base will be required. Outdoor usage is decided by THE INCREDIBLE BOOTH LTD and is weather dependent.

**18. Circumstances Beyond Our Control** THE INCREDIBLE BOOTH LTD will make all reasonable endeavours to attend all events. Where circumstances make this impractical, such as, but not limited to, adverse weather, traffic delays or vehicle breakdown, THE INCREDIBLE BOOTH LTD will contact the client or the venue as early as possible.

**19. Use of Images & Personal Email Addresses** Upon booking confirmation from The Incredible Booth LTD, THE INCREDIBLE BOOTH LTD has the right to use the clients personal email address for promotional & marketing services. Unless specified by the client THE INCREDIBLE BOOTH LTD reserves the right to use all images captured from the event for marketing and promotional material.

**20. Failure to Select Photo Album Colour** If the client fails to let THE INCREDIBLE BOOTH LTD know what colour album they wish to proceed 2 weeks before the event date THE INCREDIBLE BOOTH LTD will choose a random photo album colour.

**21. Failure of Template Selection** If the client fails to choose a Classic Photo Booth or Mirror Photo Booth Template from the website of THE INCREDIBLE BOOTH LTD within 1 week of their event date THE INCREDIBLE BOOTH LTD reserves the right to upgrade or down your photo booth package to a pre-set Incredible Booth Green Screen package.