



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 LTD 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 by THE INCREDIBLE BOOTH LTD. 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, and acceptance as evidenced by voluntarily ticking or signing 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 LTD'S financial department. THE INCREDIBLE BOOTH LTD will require deposits which are taken off from the overall price to secure any purchase, THE INCREDIBLE BOOTH LTD will not guarantee any dates without a deposit.

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, we recommend that you check to see if the purchase 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 not the responsibility of THE INCREDIBLE BOOTH LTD. THE INCREDIBLE BOOTH LTD will not deliver any photo booths until all pending funds have been cleared by THE INCREDIBLE BOOTH LTD bank clearance program.

6. Delivery. Subject to the Customer meeting its obligation THE INCREDIBLE BOOTH LTD shall deliver the Goods to the Delivery Site or the Customer shall collect the Goods from THE INCREDIBLE BOOTH LTD premises. Any dates specified by THE INCREDIBLE BOOTH LTD for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time. If for any reason the Customer fails to accept delivery / collection of any of the Goods when they are ready for delivery, or THE INCREDIBLE BOOTH LTD is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations and any further charges or costs incurred shall pass to the Customer including those for returned shipments, loss or damage caused by THE INCREDIBLE BOOTH LTDs negligence. The Goods shall be deemed to have been delivered or THE INCREDIBLE BOOTH LTD may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). If THE INCREDIBLE BOOTH LTD is requested to re-deliver the Goods following a failed delivery THE INCREDIBLE BOOTH LTD reserves the right to make an additional charge for such re-delivery. THE INCREDIBLE BOOTH LTD may deliver the Goods by separate instalments. Each separate instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

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 16. 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 Any abuse or violent behaviour to THE INCREDIBLE BOOTH LTD 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. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.