

TERMS AND CONDITIONS

Please read the following terms and conditions carefully. The person(s) making this booking will be referred to as the 'Client' throughout these terms and conditions. By paying the deposit and completing the booking process the Client is agreeing to the terms below.

1.0 Introduction

1.1 How the Contract works.

The Contract sets out specific obligations that are owed by each of the Agent, the Artist and the Client to the other parties. Each party's obligations are distinct and separate from those owed by the other parties, and no party accepts responsibility for breach of this Contract by the other parties. This means that:

- a. Photobooth Brothers is responsible for negotiating and preparing this Contract, managing the relationship between the Client and the Staff and complying with its other obligations under this Contract;
- b. Photobooth Brothers can only collect fees and payments owed, unless specifically authorised otherwise;
- c. Photobooth Brothers is responsible for the quality of the Performance, its conduct up to, and on, the Performance Date and complying with its other obligations under this Contract;
- d. Only the Client is responsible for the payment of the Balance and any additional fees and complying with its other obligations under this Contract. Please see clause 11 for more information on responsibilities for losses.

2.0 Payments

2.1 Booking Deposit

Photobooth Brothers requires private clients to pay a deposit when booking entertainment for weddings, corporate events, or private functions. This deposit is non-refundable, Photobooth Brothers will only refund a deposit payment when the engagement has been cancelled by themselves, in this case, the full deposit will be refunded immediately). Deposits must be received before Photobooth Brothers can officially secure any date. This can be paid by electronic bank transfer to the Bank details or via card payment that can be found on the booking form.

2.2 Booking Confirmation

After receiving payment of your deposit, the booking form will be updated to confirm payment has received. An admin charge may be applied to the booking to cover licence cost.

2.3 Covid-19 (Corona Virus)

If the client must cancel the booking due to Covid-19 as per the terms below (2.4, 2.4.1, 2.4.2 & 3), then Photobooth Brothers will hold the deposit paid and it can be used for either

a re-booking of the event or used for another event. (To be used within 12 months). If no re-booking is made due to the client breaking up or the cancelling the event, then Photobooth Brothers reserves the right to withhold the deposit fee.

2.4 Final Balance Payment

The client can make payment via electronic bank transfer any time 4 weeks before the event or if agreed payment can be made via cash on the night of the event before the event starts.

3.0 Cancellation

3.1 Cancellation by the client:

All cancellations by the Client must be made in writing to the Agent, and the Client must ensure that it receives a written acknowledgement of the cancellation from the Agent, who will notify the Artist. All cancellations will be subject to the following terms:

3.2 The Client's right to end the Contract.

The Client is entitled to cancel the booking in the following circumstances:

- i. Where the Performance date is more than 7 days after booking confirmation, cancellation can be made within 5 working days of booking confirmation, in which case the Deposit will (at the request of the Client) be refunded to the Client or be credited against the deposit due on another booking made via the Agent in the following 24 months;
- ii. Where the Performance date is less than 7 days after booking confirmation, cancellation can be made within 24 hours of booking confirmation, in which case the Deposit will (at the request of the Client) be refunded to the Client or be credited against the deposit due on another booking made via the Agent in the following 24 months;
- iii. in the circumstances set out in clause 2.2;
- iv. in accordance with its rights in clause 9; and
- v. on the occurrence of a Force Majeure Event (in which case clause 13 applies)

3.3. All other cancellations and the cancellation fee.

In all other instances, if the Client cancels the Contract, it will be liable to pay a cancellation fee, which will be calculated as follows:

- i. Up to 18 months before Performance Date = loss of Deposit only;
- ii. Between 18 and 12 months before the event date = loss of Deposit + cancellation charge of 25% of the remaining balance excluding travel costs;

- iii. Between 12 and 6 months before the Date = loss of Deposit + cancellation charge of 50% of the remaining balance excluding travel costs;
- iv. Between 6 and 3 months before the Date = loss of Deposit + cancellation charge of 75% of the remaining balance excluding travel costs; and
- v. Within 3 months of the Date = loss of Deposit + cancellation charge of 100% of the remaining balance excluding travel costs.

3.4 Payment of cancellation fee.

The cancellation fee will be calculated by the Photobooth Brothers and notified to the Client shortly following receipt of the Client's written cancellation. Cancellation fees must be paid to the Agent within 14 days of the Performance Date. The Agent undertakes to forward such payment on to Photobooth Brothers within 7 days of receipt of cleared funds.

The cancellation fees set out above compensate Photobooth Brothers for its anticipated loss of revenue from the event and take into account the anticipated likelihood of the Photobooth Brothers securing an alternative booking for that Date.

3.5 Cancellation by Photobooth Brothers

Photobooth Brothers in its absolute discretion (based on its longstanding knowledge of the STAFF's and industry norms), where it reasonably considers it to be in the Client's, may cancel the Contract on written notice to the Artist and the Client, subject to the following terms:

- a. Photobooth Brothers right to end the Contract. in its absolute discretion, is entitled to cancel the Contract in the following circumstances:
 - i. where Photobooth Brothers or the Client, at any time within an 18-month period breaks the terms of two or more contracts for events booked for any reason not covered by the applicable Force Majeure clause;
 - ii. where the Photobooth Brothers or the Client repeatedly fails, when asked, to communicate promptly or reliably with each other, or any other person fundamental to the satisfactory and complete performance of this Contract;

4.0 Force Majeure

In the highly unlikely event that Photobooth Brothers is unable to fulfil the engagement due to circumstances beyond reasonable control, including but not limited to, 'Acts of God', adverse weather, civil unrest, industrial action or war, they will not be liable for providing refunds of any kind. Furthermore, Photobooth Brothers will be entitled to terminate this contract without any liability (other than a full refund to the client), if for any reason(s) they are unable to arrive at the venue and/or is unable to perform, outside of their reasonable control, including but not limited to the following incidents:

- i. Fire or theft of equipment / vehicle

- ii. Illness or injury resulting in the Artist being unable or not fit to perform
- iii. Breakdown of vehicle / accident
- iv. Severe / unavoidable travel delays
- v. Other emergency

As the contracted supplier, Photobooth Brothers will only be liable for a sum up to and not exceeding the contracted amount, in the unlikely event of a cancellation. Where possible a suitable replacement will be sought once agreement has been made with the Client prior to or on the date of the event.

4.1 Covid-19 (Corona Virus)

If the STAFF booked for your event or a member of their household has been diagnosed with Covid-19 or advised to self-quarantine then we (starlight party) cannot be held liable for failing to fulfil the booking. (We will always try and find an alternative STAFF with similar setup and price)

5.0 Equipment & Timings

Photobooth Brothers will arrive at the venue at the agreed time, to set-up and sound-check the equipment. It is important that they are given direct access to the venue in which the performance is to be undertaken and that the distance to load the equipment into the venue is as short and direct as possible. Once in the venue, Photobooth Brothers will require a minimum of one hour with unrestricted access to set up and test the equipment, prior to the agreed start time and also, a similar time allowance at the end of the night to set down.

5.1 Setting up and taking down:

We can only setup if the performance area/function room is unoccupied and free from guests. Our equipment must be setup before guests arrive and if guests are already there, we will not be able to setup. Stage, Dancefloor, and performance areas must be free from obstacles and fully lit whilst setup and take down are in progress. Access to loading area, doors, stairways must be clear when loading and unloading of equipment.

5.2 Equipment

Only Photobooth Brothers will be working with or the dedicated sound and lighting technician may operate or move the equipment. Photobooth Brothers cannot accept responsibility for damage to equipment that does not belong to Photobooth Brothers or injury to persons caused directly by third party intervention. The Client and/or venue shall provide a suitable performance area for Photobooth Brothers (and the Singer if applicable) and ensure there is an adequate power supply which meets industry standards.

5.3 Client's Responsibilities

Standard requirements. By entering into the Contract, the Client confirms to Photobooth Brothers that it will:

- a. take reasonable steps to prevent:
 - i. the use of the STAFF's equipment and instruments by other performers or persons without the consent of the Artist;
 - ii. the loss, damage or theft of the equipment and instruments by the Client or its guests for the duration of time at the Venue; and
 - iii. aggressive or abusive behaviour towards the Artist by the Client or its guests and agents and, should such behaviour occur, the Client will remove the perpetrator;

- b. ensures that the Venue:
 - i. has a safe source of power;
 - ii. has a safe area for the Performance
 - iii. is suitable for the STAFF and all its equipment and instruments, in particular (but without limitation) by confirming if the Venue has a sound limiter (and if so, what the decibel threshold is) and that the Venue holds all appropriate licenses; and has a convenient space as close as possible to the Performance area, where the Artist may legally park their vehicle(s) for loading and unloading their equipment;

- c. informs Photobooth Brothers of any and all regulations and requirements of the Venue which may apply to it and/or the Performance; and

- d. complies with any specific requests set out in the "Booking Notes" section of the Booking Form, or other reasonable requests made known to the Client by the STAFF before the Performance.

5.4 Suitability of the Venue:

It is the Client's responsibility to ensure the Venue is suitable for the STAFF and non-performance of this Contract by Artist due to Venue restrictions will not entitle the Client to any refund of, or reduction to, the Balance, which will remain payable in full.

5.5 Variations to these requirements:

The requirements of this clause 5 are the standard minimum requirements expected of the Client for their Event. Further requirements, or specific waivers of any of the standard requirements, may be agreed between the Client and the Artist (including as to the cost implications of any such variation) separately in writing. The Agent must be informed of any separate agreement between the Client and the Artist.

5.6 Breach of this clause.

Photobooth Brothers may, at its option, treat the Client's breach of this clause 5 as a cancellation by the Client under clause 3.1. In addition to any other charges due under clause 3.1, the Client will be responsible for:

- i. the reasonable cost of repairing any damage to, or replacing any, property of the Photobooth Brothers (to the extent that such cost is not covered by the company insurance policies); and
- ii. any loss of revenue actually suffered by the STAFF, that arises as a direct consequence of the Client's failure to comply with this clause 5.0 (to the extent that such loss of revenue is not covered by the STAFFs insurance policies).

6.0 Photo Booth

Clients must allow a ceiling height of 2.4m or higher for use of the photo booth. Photobooth Brothers advise all clients to place the photo booth in a safe area for all guest and photo booth Staff. Away from the dance floor and bar area. Client understands that a working double plug socket is required for the use of the photo booth. Under children under the age of 12 must be accompanied by an adult over the age of 16.

6.1 Use of the Photobooth:

The photobooth service is provided for entertainment purposes only. Users must treat the equipment with care and follow the instructions provided by the attendant.

6.2 Reservation and Payment:

A reservation fee or full payment may be required to secure the photobooth service for a specific date and time. Payment terms and cancellation policies should be clearly stated in the agreement or contract under clause 2.0

6.3 Event Duration:

The photobooth service will be available for a specified duration as per the contract in advance. Additional time may be arranged, subject to availability, and additional charges may apply.

6.4 Venue and Access:

It is the client's responsibility to ensure that the venue allows for the setup of the photobooth. Adequate space, power supply, and suitable conditions should be provided. Any restrictions or requirements should be communicated in advance.

6.5 Attendant and Operation:

A professional attendant will be present during the event to operate the photobooth equipment and assist users. Users must follow the attendant's instructions and guidelines to ensure a smooth and enjoyable experience.

6.6 Proprietary Rights:

All rights to the photographs, digital files, and prints produced by the photobooth service remain the property of the client. The client may receive a copy of the files depending on the package agreed, and the service provider may request to use selected images for promotional purposes with the client's consent.

6.7 Guest Conduct:

Users of the photobooth must behave responsibly and appropriately. Any misuse or damage to the equipment or props caused by guests may result in additional charges for repair or replacement under clause 6.0

6.8 Car and Liability:

Client is responsible for the proper care and safe use of the Photobooth during the rental period.

While Photobooth Brothers takes precautions to ensure the safety and reliability of the photobooth equipment, they cannot be held liable for any injuries, damages, or losses that may occur during the event under clause 5.3

6.9 Force Majeure:

The service provider shall not be responsible for any delays or failures to perform due to circumstances beyond their control, including but not limited to natural disasters, power outages, or equipment malfunctions. If the event is delayed for no reason of the photobooth Staff, The finish time will still be the agreed time on the contract

Although it is very rare for a problem to arise with the computer or the printer, we cannot be held responsible for this happening, but in the event of a problem we would do our utmost to get the problem rectified as soon as possible, once we get the problem resolved and everything is up and running. If we are unable to do the hours booked for, then we would give a partial refund or extended the working hours until the agreed hours have been fulfilled.

In the unlikely event that the computer failed to work, we would have no option but to give a full refund.

6.10 Breach of this clause.

Photobooth Brothers may, at its option, treat the Client's breach of this clause 5 as a cancellation by the Client under clause 3.1. In addition to any other charges due under clause 3.1, the Client will be responsible for:

- ii. the reasonable cost of repairing any damage to, or replacing any, property of the Photobooth Brothers (to the extent that such cost is not covered by the company insurance policies); and
- ii. any loss of revenue actually suffered by the Photobooth Brothers, that arises as a direct consequence of the Client's failure to comply with this clause 5.0 (to the extent that such loss of revenue is not covered by the Photobooth Brothers insurance policies).

7.0 Light up Letters/Numbers

7.1 Use of the Light Up Letters

- i. Light-up letters are rented for a specified duration as agreed upon in the rental agreement between you and Photobooth Brothers. The agreement may include details such as the rental period, delivery/pickup dates, fees, and any additional terms.
- ii. light-up letters are decorative illuminated letters or signs designed for weddings or special events.

7.2 Care and Liability

- i. Client is responsible for the proper care and safe use of the light-up letters during the rental period.
- ii. Any damage, loss, or theft of the light-up letters during the rental period is your responsibility and may result in additional charges.
- iii. The light-up letters should not be tampered with, modified, or exposed to hazardous conditions, including water, extreme heat, or open flames.

7.3 Size and Placement of Letters:

The dimensions of each letter/number are 4ft high by 2ft wide. Photobooth Brothers recommended that a 6inch gap is to be left between each letter/number. Client agrees to take this into consideration when booking and planning where to place them. If the light up letters/numbers is mistreated or damaged in any way, then a charge will be occurred.

7.4 Breach of this clause.

Photobooth Brothers may, at its option, treat the Client's breach of this clause 5 as a cancellation by the Client under clause 3.1. In addition to any other charges due under clause 3.1, the Client will be responsible for:

- iii. the reasonable cost of repairing any damage to, or replacing any, property of the Photobooth Brothers (to the extent that such cost is not covered by the company insurance policies); and

- ii. any loss of revenue actually suffered by the Photobooth Brothers, that arises as a direct consequence of the Client's failure to comply with this clause 5.0 (to the extent that such loss of revenue is not covered by the Photobooth Brothers insurance policies).

8.0 Sweet Cart

8.1 Use of Sweet Cart

- i. Sweet cart is rented for a specified duration as agreed upon in the rental agreement between you and Photobooth Brothers. The agreement may include details such as the rental period, delivery/pickup dates, fees, and any additional terms.
- ii. The sweet cart is a mobile cart or stand designed for displaying and serving sweet treats and desserts at events or parties.

8.2 Food Safety

- i. If the sweet cart includes treats, it is your responsibility to ensure that all applicable food safety and hygiene regulations are followed.
- ii. You should comply with the venue health and safety requirements, including obtaining necessary permits or licenses for serving food.
- iii. All treats are filled into jars before the event with gloved hands and lids are secured. New bags and cleaned tongs are provided (Full sweet cart package)

8.3 Dry Hire

Dry hire sweet cart does not include, jars, sweets, bags, tongs and decorations.

8.4 Care and Liability

- iv. Client is responsible for the proper care and safe use of the light-up letters during the rental period.
- v. Any damage, loss, or theft of the light-up letters during the rental period is your responsibility and may result in additional charges.
- vi. The light-up letters should not be tampered with, modified, or exposed to hazardous conditions, including water, extreme heat, or open flames.

8.5 Breach of this clause.

Photobooth Brothers may, at its option, treat the Client's breach of this clause 5 as a cancellation by the Client under clause 3.1. In addition to any other charges due under clause 3.1, the Client will be responsible for:

- iv. the reasonable cost of repairing any damage to, or replacing any, property of the Photobooth Brothers (to the extent that such cost is not covered by the company insurance policies); and
- ii. any loss of revenue actually suffered by the Photobooth Brothers, that arises as a direct consequence of the Client's failure to comply with this clause 5.0 (to the extent that such loss of revenue is not covered by the Photobooth Brothers insurance policies).

9.0 Expenses

Unless explicitly stated in the booking confirmation, no expenses are payable by the Client. If expenses are applicable to the booking, these expenses will be clearly marked out in the confirmation and must be paid with the final balance.

10.0 Photography & Filming

10.1 Photographs and films by the Client.

Unless Photobooth Brothers has expressly prohibited the taking of photographs or video of the Performance on the Booking Form (see the Booking Notes section) then the Photobooth Brothers grants the Client the right to take photographs and video of the Performance for personal use only, or for the purpose of documenting the Event. The Client may not use any photos or video of the Performance for any commercial purpose without the prior written consent of the Artist.

10.2 Photographs and films by Photobooth Brothers.

Unless the Client has expressly prohibited the taking of photographs or video of the Event whether via the Booking Form or by informing Photobooth Brothers or the Staff directly, or unless prohibited by the Venue, then the Client consents that Photobooth Brothers may take photographs and video footage at the event for use in the promotional and marketing activities, subject always to the right to removal set out in clause below. Photobooth Brothers undertakes that any photographs and/or video taken will not represent the Client and its guests, or the Venue and its Staff, in a derogatory manner.

10.3 Assignment of copyright.

The Client assigns to any interest in the copyright in the photographs and/or video which takes and waives any right to any payment for the use of any of the photographs and/or video. The Client agrees that this clause 10.3 is for the benefit of Photobooth Brothers.

10.4 Right to Removal.

- a. If the Client is unhappy with any or all of the photographs and/or video taken by the STAFF at the Event, they may request that the Photobooth Brothers remove them and that they are not used again in the future.

b. The STAFF will comply with any request to remove photographs and/or video as soon as is reasonably practicable, including removal from any third-party locations where possible.

c. The Client accepts that it may not be possible to remove an image or video from a location that the STAFF does not directly control, or from published documents in which they have already appeared

11.0. Data Protection

16.1 Use of the Client's personal data.

Photobooth Brothers will only use the Client's personal data in order to attend the Event and carry out the Performance and to otherwise exercise its rights, and comply with its obligations, in this Contract. The Client should contact the Photobooth Brothers for more information if desired.

12.0. Other Important Terms

12.1 Transfers of the Contract. No party may transfer its rights and/or obligations under this Contract to any third party without the previous consent of the other parties.

12.2 Third party rights. Apart from the Photobooth Brothers, where specified in the Contract, no third party will have any rights to enforce any part of this Contract.

12.3 If a court finds part of this Contract illegal, the rest will continue in force. Each clause of this Contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

12.4 A delay in enforcement does not prohibit later enforcement. If any part of this Contract is not immediately enforced on Our Ref: Terms and Conditions.pdf breach, that does not mean that the obligation has been waived and it may still be enforced at a later date. For example, if the Client misses a payment and is not immediately chased for it, but continues to receive services from Photobooth Brothers, it can still be required to make the payment at a later date.

12.5 Which laws apply to this Contract and where you may bring legal proceedings. This Contract is governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.