



Application

These Terms and Conditions will apply to the purchase of the services and goods by you (**The Customer** or **you**). We are Storybox Entertainment LTD, a company registered in England and Wales under number 13859520 whose registered office is at 10 Sal Royd Road with email address storybox@hotmail.co.uk ; telephone number 07710622190;

(**The Supplier** or **us** or **we**).

Interpretation

1. The Supplier

Storybox Entertainment LTD trading as Storybox Photobooths

2. The Customer

The person booking Storybox Photobooths for their event.

The following contract and its terms comprise an agreement between the **Supplier** and the **Customer** for the hire of the Photo Booth/Mirror or products.

This written contract sets out the full, intentions of the parties and supersedes any previous written or oral agreements made between the parties.

Service Period

The Supplier agrees to provide a Photo Booth/Mirror operational and available for use for a minimum of 75% of the agreed service period , to permit maintenance of the Photo Booth should any be necessary.

Payment

A non -returnable deposit of the agreed rental charge is required to secure a reservation for the Photo Booth or Mirror, the balance of the agreed rental charge is due no later than the start time of the event. If the payment is not received by the start time, the operator has the

right to hold the service until the payment is received. This will impact the agreed chosen hours of service. If the operator uses the equipment for a period in excess of the agreed service period additional rental charges will be payable by the Customer to the Supplier, calculated on a pro rata basis.

Virtual events – full payment is required on receipt of invoice.

Payment of all additional rental charges must be made by the Customer 14 days before any additional service period commences unless otherwise agreed by Storybox Photobooths and the customer.

Access, space & power requirements

The Customer will arrange for an appropriate space to be made available for the Photo Booth or Mirror at the event venue. A minimum floor area of 3m x 3m is required.

The Customer will provide a mains electricity supply comprising a single 13amp socket located within the space designated by the Customer for the Photo Booth or Magic Mirror.

Date changes & cancellations

Any change of date is subject to the availability of a Photo Booth or Magic Mirror on the alternative date requested and is at the discretion of Storybox Entertainment LTD.

Any request to alter the agreed date of a Photo Booth or Magic Mirror booking must be made in writing and at least thirty days prior to the Customer's event.

If the Customer cancels an agreed rental of a Photo Booth or Magic Mirror prior the rental date the deposit will be forfeit.

If the Customer cancels an agreed rental of the Photo Booth or Magic Mirror within thirty days of the rental date the full amount will be forfeit.

Loss or damage to Suppliers equipment

The Customer assumes complete responsibility for any loss of or damage to the Supplier's equipment (other than fair wear and tear) caused by any misuse of the equipment by the Customer, their employees or their guests and will be due additional charges where necessary .

The Customer shall be responsible for any loss of or damage to the Supplier's equipment caused by Theft , Fire, Flood or Accidental Damage.

Indemnification

The Customer agrees to, and understands the following:

1. a) The Customer will indemnify the Supplier against any and all liability related to the Customer's Event and use of the Supplier's equipment .

2. b) The Customer will indemnify the Supplier against any and all liability associated with the use of any pictures taken at the Customer's event by the Photo Booth or by its operatives , employees or affiliates .

The Customer agrees to, and understands the following:

All persons using the Photo Booth/mirror/products at the Customer's Event hereby give to Storybox Photobooths the right and permission to copyright and to reproduce or otherwise use any photographic portraits or pictures of any Photo Booth user who may be included in whole or in part, via any or all media now or hereafter known for illustration, art, promotion, advertising, trade, or for any other purpose.

In addition the Customer , hereby releases, discharges and agrees to maintain Storybox Photobooths free from any liability arising out of the taking of said picture or any subsequent processing or publication thereof including, without limitation, any claims for libel or invasion of privacy.

Anti-Harassment Clause

We will not tolerate any abuse or threatening behaviour to any of our team or staff or abuse of our Equipment. If this occurs, We retain the right to terminate our services immediately. This applies equally to You, the Client, and your guests. We may also terminate our services where our staff or team feel any Equipment belonging to Us is in danger or has been damaged due to the actions or unruly behaviour by You or your guests. Wherever possible and reasonable to do so, We will speak with You or the venue first to try to resolve the matter before any termination is enacted. If We do terminate our services, for any reason, the full cost of our services and the full cost of hire of our Equipment will remain due and We will not issue any refunds for any period that our service or hire of Equipment was not provided. Moreover, You the Client will be responsible for any damages caused by You or your guests or other attendees at the event to Us for any damage to our Equipment, howsoever caused.

Miscellaneous terms

If any provision of these terms shall be unlawful, void, or for any reason unenforceable under contract law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof.

This is the entire agreement between the Supplier and the Customer relating to the subject matter herein and shall not be modified except as agreed in writing by both parties.

In the unlikely event that it is not possible, other than for reasons beyond the Supplier's control, to provide an operational Photo Booth for at least 75% of the agreed service period, the Supplier shall make a refund to the Customer calculated pro rata from the total charge made for the agreed service period.

Where the rental includes a photographic printer and for any reason printed photographs cannot be provided on site at the time of the event, the Supplier will place the photographs on a web site or via email which the Customer and their guests can access.

If no service is received, the Supplier's maximum liability will be the return of all payments received from the Customer. The Supplier is not responsible for any consequential damages or lost opportunities upon breach of this agreement.

Digital copies of the images taken on the date of your event will be stored on our system for a maximum of 6 months. You have the opportunity within this timeframe to request the digital copies at an additional charge. After these 6 months, all digital copies will be deleted and destroyed. This is not subject to any images posted on social media previously.

Virtual Photobooth and Memory Mosaic

Photographs and/or video may be taken during the operation of company for use in event publicity and promotional materials.

Company retains all copyright of photographs taken at the photobooth.

Limitations

In no event shall company or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on company website.