

Jj Photo Pod Term and conditions

DEFINITIONS

The "Client" means the person(s), organisation or company booking the equipment with Jj Photo Pod.

The "Company" means Jj Photo Pod.

The "Equipment" means the photo booth, Photo Pod, computer, camera, and all accompanying accessories.

BOOKINGS

1.1 By booking with Jj Photo Pod either verbally or in writing, including email or online, it is deemed that the customer has thoroughly read, understood, fully agreed and is bound by all our terms and conditions of hire for the equipment.

1.2 If traffic or other any other uncontrollable circumstances prevent us from being able to achieve our contracted responsibilities, our liability shall be limited to a refund of any monies paid in relation to the cost of hourly upgrades or a pro rata reduction in the hire fee in the event of a delayed start. No further compensation will be paid irrespective of any loss of earnings.

PRICES, DEPOSIT AND BALANCE PAYMENTS

2.1 All hires are subject to a £50 non-refundable deposit per hire item (£25 Children's party hire). This deposit will be deducted from the final hire fee.

2.2 The balance shall be paid in full and cleared no later than 14 days prior to the event start date.

2.3 Advertised prices are subject to change without prior notification.

2.4 Hire charges include setting up the equipment before it becomes operational. If the equipment is to be set up earlier then additional waiting charges may be incurred. Refer to Idle hours rates.

2.5 If the payment contract is not met, Jj Photo Pod hold the right to cancel, suspend the booking.

CANCELLATIONS

3.1 Any cancelled hire is subject to the following cancellation charges:

3.2 If the client cancels any time after 2 weeks of booking a photo booth the

deposit is then non refundable and will be kept as admin charge.

3.3 Within 2 weeks prior to the event – 100% of the agreed hire price

EQUIPMENT

4.1 All equipment remains the property of Jj Photo Pod at all times.

4.2 Jj Photo Pod reserves the right to substitute hired equipment with equipment of a similar type and value without notice in the event of previous damage or loss of booked equipment.

4.3 All sizes quoted are approximate.

4.4 It is the responsibility of the client to ensure the equipment is fully supervised by a responsible adult at all times.

4.5 NO persons are allowed to enter/move/ tamper with the equipment at ANY TIME without a member of the JJ PHOTO POD team present

4.6 NO persons under the influence of alcohol, drugs or any other intoxicating substance are allowed the use the equipment.

4.7 NO food, drink, gum, pets, toys and/or sharp implements are permitted inside the photo booth, including around the props and the guest book table.

4.8 Prevent horseplay and ensure guests are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.

4.9 NO climbing on supporting poles of the photo pod. If applicable, users must not sit or lean on guest book table.

4.10 NO silly string, streamers, party poppers or similar ink-based products in or near the equipment. These such products can stain and are difficult to remove. The cost of cleaning will be charged to the client at £30 per hour plus costs. If not removable full replacement/repair costs are liable to the client. If using face paint, please ensure this is water based and easily removed with a cloth. Staining left by face paint will result in the client being invoiced for cleaning or repair.

4.11 Users are not permitted on/in the equipment during set up until the attendant(s) has agreed it is safe to use, nor are users permitted around the equipment during the time of pack down.

4.12 Keep guests clear of all electrical connections, computers, TVs and extension leads.

4.13 The client is not permitted to move the equipment from the position it is erected/set up once the attendant(s) has left the premises.

4.14 The equipment will be supplied to the client in a clean condition, and it is the responsibility of the client to ensure no one uses the equipment until the attendant arrives 30 minutes before the event start time if such arrangements have been made in regards to early setup. Failure to do so will result in the company charging the client per damaged piece of equipment.

4.15 Jj Photo Pod reserves the right to refuse the use of the equipment to any person contravening any of the clauses above.

4.16 The package will come with a function to offer at least a QR scan code or emailed photo.

4.17 Screen sizes may vary and a 10.9inch screen is not guaranteed.

4.18 Jj photo pod does not include prints or printed photos as part of the hire agreement.

4.19 It is the client's responsibility to check with the venue regarding internet connection availability before the start of the event. If no internet connection can be provided for the photo booth, all images will be provided at the end of the event with a link to an online photo album where event photos will be stored for 6 months. Jj Photo Pod holds no responsibility for internet availability at hired location. Although an Internet dongle is provided within the photo booth, Jj Photo Pod cannot guarantee a connection to the internet.

4.20 If hired equipment suffers technical malfunction and no attendant is present, it is the client's responsibility to contact Jj Photo Pod as soon as possible to rectify the problem.

4.21 Props must be returned in the same condition as hired, failure to do so may result in an extra charge to the client for all damaged or unusable props.

4.22 None of the equipment supplied by JJ PHOTO POD can be run off of a generator of any kind. Failure to inform JJ PHOTO POD of any power directly or indirectly from a generator will result in the equipment not being set up and no refund will be given.

SITE LOCATION, FACILITIES AND CONDUCT

5.1 Please ensure the area provided is undercover and no less than 1m wide x 1.5m deep x 2.5m high for all equipment.

5.2 When set up, the equipment is unable to be moved to another area and will remain in 1 area for the duration of the hire.

5.3 The client is responsible for ensuring adequate and safe 240V AC mains supply is available on delivery and throughout the hire period. The company cannot be held liable for power cuts/loss of power. No compensation will be paid for loss of use.

5.4 Should an adequate distance of power supply not be supplied it is down to the client to provide safe & electrically tested utilities in order to operate the equipment for the duration of hire.

5.5 It is the client's responsibility to ensure the computer unit is not accessed or tampered with throughout the whole duration of the equipment being set up. Any loss of use of the equipment will not be compensated unless due to the fault of the company. Compensation is excluding any delivery charges, based on the event times/ location. No further compensation will be paid irrespective of expenses occurred.

5.6 The company reserves the right to refuse delivery if the venue or site is

deemed to be unsuitable by our delivery personnel or if the client has failed to notify the company of any delivery obstructions such as stairs or excessive loading distances from our vehicle to the setup site. In such a case no refund will be given, and the full hire fee will be due.

5.7 The client is responsible for ensuring that suitable security and crowd control

measures are in place prior to the start of the event.

5.8 Jj Photo Pod reserves the right to cease operation and remove hired equipment from the site if at any time a representative of the company feels that guests or clients conduct endangers the safety of guests, clients, themselves or the safety of the equipment. In such cases, no refund will be given and full contracted fees will be due to us.

5.9 It is the client's responsibility to ensure guests of the equipment must take photos with feet firmly on the floor. The client is to ensure that all parties are safe whilst using the equipment at all times.

5.11 If a representative of the company feels that any user will potentially or has jeopardised the safety of others and/or the equipment they hold full rights to cease the user from re-using the equipment to ensure the risk is kept to a minimum throughout the event.

5.12 Jj Photo Pod cannot guarantee connection to internet at event location and hold no responsibility for loss of photo booth functions were no internet connection can be established.

LIABILITY AND INSURANCE

6.1 The company is insured for £10,000,000 public liability insurance and is happy to provide a copy of the insurance certificate upon the client's request.

6.2 The client agrees to indemnify the company for any damage or theft of Jj Photo Pod equipment whilst on hire. Should the client not indemnify the company of such damage/theft within 7 days, the company will commence legal proceedings.

6.3 Jj Photo Pod accepts no liability for any damage or loss of personal property and or any injury arising from the use of the hired equipment.

COPYRIGHT

7.1 The customer agrees to, and understands the following:

All persons using Jj Photo Pod equipment, at the customer's event hereby gives to Jj Photo Pod, the right and permission to copyright and to reproduce or otherwise use any photographic portraits or pictures of any equipment user. Such use may include, but is not limited to, any social media site or magazine/leaflet for the purposes of illustration, art, promotion, advertising, trade, or for any other purpose.

Once in the public domain, the company accepts no liability for the further use, or misuse, of the photographic portraits mentioned in clause 8.1 above, by any third party.

7.2 All marketing material, content on the Jj PHOTO POD (www.JjPhotoPod.co.uk) and material used on other platforms of marketing such as, but not limited to, social media is original content from Jj Photo Pod is the author and copyright

holder. Use of copyright protected material without permission is illegal under copyright laws and will be followed with legal proceedings.

MISCELLANEOUS TERMS

8.1 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.

REFUND

9.1 Refunds will be limited to 50% of the total hire price.

9.2 Hours lost due to an error of the company will be refunded at the cost of £10 per hour or the hours will be added onto the end of the hire to ensure that total hire time will still be carried out, as long as Jj photo Pod has been contacted as soon as the issue has occurred.

9.3 No compensation will be paid to the client in respect of inconvenience.

9.4 Any damage to the Pod due to a fault of the venue, client or guests will not result in compensation or refund.

CHILDREN SUPERVISION

10.1 Children under the age of 12 must be accompanied by an adult when around the equipment. This ensures the safety of equipment and the children.

10.2 It is the clients responsibility to ensure that children under the age of 12 are not around the set-up area of the Pod during building and dismantling.

ATTENDANTS

11.1 The company holds the right to send only 1 member of staff with specific equipment when deemed appropriate during set up and set down times.

11.2 One attendants come as standard with our children's Pod hire.

11.3 An attendant may be provided with our Photo Pod Hire with prior agreement and arrangement before the booking date.

CONTRACTED TIMES

12.1 On the occasion that the event overruns, due to the venue or client, into the hire period start time that has been previously agreed, no additional time will be added to the hire time. JJ PHOTO POD doesn't take responsibility for the added costs involved with time lost due to any circumstances out of the companies control. A 15 minute buffer time will be added to the end of the hire for any downtime caused due to the company. Any downtime deemed to be the result of the guests/client or venue will not receive any additional hire time. This doesn't include downtime for any necessary tasks involved with running a Pod.

PHOTOS

13.1 When using the Photo Pod the guest then accepts full responsibility that photos will be uploaded. It is the clients responsibility to ensure that guests are happy with photos that are uploaded. Any photos that are not deemed appropriate must be agreed with the client to be removed.

13.2 JJ PHOTO POD holds no responsibility for any nudity that is uploaded to the JJ PHOTO POD gallery. It is the guests responsibility for their actions whilst using the equipment and all photos are uploaded to the gallery. Any that need removing can be done so during working hours and will be removed at the companies earliest convenience.