



**GIGGLE  
PIX.CO.UK**

## **Hire Terms & Conditions**

These Terms and Conditions will apply to the purchase of the services and goods by you (The Customer or You) & Adam Wesley-August, trading as Giggle Pix; website [www.gigglepix.co.uk](http://www.gigglepix.co.uk); telephone number 07709592755; (The Supplier or The Company or us or we).

### **1. Interpretation**

1. The Supplier; The Company; Giggle Pix:  
Adam Wesley-August, trading as Giggle Pix.
2. The Customer; You:  
The person booking Giggle Pix for their event.
3. Photo Booth:  
The equipment to be supplied and operated by the company for the purposes of the agreed rental.
4. The following contract and its terms comprise an agreement between the Supplier and the Customer for the hire of the Photo Booth and any ancillary equipment.
5. This written contract sets out the full, intentions of the parties and supersedes any previous written or oral agreements made between the parties.

### **2. Service Period**

The Supplier agrees to provide a Photo Booth operational and available for use for a minimum of 80% of the agreed-upon service period, to permit maintenance of the Photo Booth should any be necessary.

### **3. Payment**

1. A deposit of 50% of the agreed rental charge is required to secure a reservation for the Photo Booth, the balance of the agreed rental charge is due 28 (twenty-eight) days before the Customer's event unless exceptional terms have been agreed in writing between the Customer and the Supplier.
2. If the customer 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.
3. Virtual events – full payment is required on receipt of the invoice.
4. Payment of all additional rental charges must be made by the Customer before any additional service period commences.

### **4. Access, space & power requirements**

1. The Customer will arrange for an appropriate space to be made available for the Photo Booth at the event venue. A minimum floor area of 2m x 2m is required, and 3m x 3m is recommended.
2. The Customer shall ensure that The Company shall have access to the designated space a minimum of 1 (one) hour prior to the hire period for the purpose of setting up.
3. The Customer will provide a mains electricity supply comprising a single standard 13amp socket located within the space designated by the Customer for the Photo Booth.

### **5. Date changes & cancellations**

1. Any change of date is subject to the availability of a Photo Booth on the alternative date requested and is at the discretion of the supplier.
2. Any request to alter the agreed date of a booking must be made in writing and at least 28 (twenty-eight) days prior to the Customer's event.
3. If the Customer cancels an agreed rental of a Photo Booth 28 (twenty-eight) days or more prior to the rental date the deposit will be returned with the exclusion of any expenses incurred by the company for goods or services which relate solely to the contracted event.
4. If the Customer cancels an agreed rental of the Photo Booth within 28 (twenty-eight) days of the rental date the full deposit amount will be forfeit.

### **6. Loss or damage to Suppliers equipment**

1. 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.
2. The Customer shall be responsible for any loss of or damage to the Supplier's equipment caused by Theft, Fire, Flood or Accidental Damage.

## 7. Indemnification

1. The Customer agrees to, and understands the following:
  1. 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. 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.
  3. All persons using the Photo Booth at the Customer's Event hereby give to The Company 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.
2. In addition, the Customer, hereby releases, discharges and agrees to maintain The Company 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.

## 8. Miscellaneous terms

1. If any provision of these terms should be deemed 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.
2. 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.
3. 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 80% 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.
4. 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 website which the Customer and their guests can access to place an order for prints of any photographs which will then be supplied and delivered by post, free of charge.
5. 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.
6. 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 administration 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.

7. Photographs and/or videos may be taken during the operation of the Photo Booth for use in event publicity and promotional materials by The Company.
8. The company retains all copyright of photographs taken at the Photo Booth.
9. If any third party requires access to insurance, safety or other documents relating to The Company, it is the customer's responsibility to request such documents from The Company in a timely manner.

## **9. Limitations**

1. In no event shall The 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 the company website.