



## *Terms and Conditions of Booth Chic Brisbane Bookings*

Payment of any and all monies towards the booking as outlined on the invoice sent by Booth Chic Brisbane, and signing of this agreement, indicates complete understanding of and acceptance by the hirer or their agent to the following terms and conditions.

### Delivery

Delivery, set up and removal of the Photo Booth is free of charge and occurs outside the booking period.

### Set Up/Pack Down

Our Attendant will require 1 hour set up time from the time that all equipment is at the set up site, and therefore will usually arrive 1 hour and a quarter prior to the booking start time in order to find the load in area, unload the equipment and park before setting up. If there is any reason that this full time allocation cannot be met, the hirer must notify Booth Chic Brisbane in writing prior to the event.

Our Attendant will require to pack down immediately after the booking time has ended, and will do this quickly, quietly and professionally. If the Attendant is required to wait for any amount of time to pack down, the hirer should notify Booth Chic Brisbane in writing prior to the booking date, and the "Idle" rate will be payable by the hirer for this time (please see "Booking Extensions" below). Any changes to pack down time made on the day of the event will incur the normal Booking Extension fee, to be payable in cash on the day. If this fee is not able to be paid in cash on the day, the Attendant will pack down immediately after the booking time finishes.

### Attendant

An official Booth Chic Brisbane Attendant will remain with the Photo Booth for the duration of the booking time. A "Booth Closed" sign will be displayed during the Attendants' toilet breaks, and these will be swift and will occur at an appropriate time during event proceedings.

### Hire

The complete details and inclusions of your package will be sent to you as your Booking Agreement by Booth Chic Brisbane in accompaniment to the invoice at the time of your placing the booking. Any changes the hirer needs to make to the Booking Agreement must be made in writing to Booth Chic Brisbane at the hirer's earliest convenience and will be accepted and updated in the Booking Agreement only if it is reasonable to do so, at the discretion of Booth Chic Brisbane.

## Our Requirements.

One stool or chair (for your Attendant).

A clean, flat, dry, smoke-free area of approximately 2.3m (H) x 4m (L – along a wall) x 3m (D – space between the wall and the Photo Booth). This includes space for the Prop table and Guest book table. If space is an issue, we can bring a smaller props table and will only require 2.3m (H) x 2.4m (L – along a wall) x 3m (D – space between the wall and the Booth).

One normal power point outlet within 10m of where the Photo Booth is to be located.

## Photo Booth Required to be Outside

The Photo Booth and Attendant will require sufficient protection from the elements, in the same manner as the guests. This means a sufficient opaque overhead and side cover on AT LEAST two sides in order to afford protection from rain, humidity, wind and/or sunlight. It is the hirer's responsibility to ensure their venue function co-ordinator or private function co-ordinator is made aware of these requirements and can accommodate them.

In the event that our Attendant arrives at a venue that does not have these provisions in place, it is at the discretion of the attendant whether or not to proceed with the booking. If the booking is cancelled due to insufficient space, unsafe space or unprotected space, there will be no refund payable to the hirer.

## Workplace Health and Safety Requirements

The following is a list of our safety precautions and Photo Booth rules:

No food, drinks, cigarettes or e-cigarettes are to be brought into the Photo Booth area (this includes the Props and Guest book tables).

No chairs or other objects to be used to stand on are to be brought into the Photo Booth area.

Guests are not permitted to lift up other guests, piggy back, hand stand, or perform any other gymnastics in and around the Photo Booth area.

Children under the age of 10 must be accompanied by an adult when selecting Props and attending the Photo Booth area.

Props are not to be placed on the floor or removed from the Photo Booth area at any time.

*NB. There will be tables on either side of the Photo Booth where guests will be able to place items.*

Guests are not permitted to lean against the backdrop at any time. It is not solid and cannot support the weight of a person.

## Props

We will supply the Props pack as agreed upon during the booking process. All Props will be clean, neat and as-new when presented at the booking time. In the event that our Attendant considers any Props are being damaged, mistreated or continually removed from the Photo Booth area, we reserve the right for our Attendant to remove or withhold all or certain props from being used.

Any damage to our Props will incur a fee of \$10 each Prop to be paid by the client. The damage will be itemised in an invoice and sent to the client at the conclusion of the event. Photos of the damaged Prop/s will accompany this invoice.

Children under the age of 10 must be accompanied by an adult when selecting Props and attending the Photo Booth area.

### Staff Meals

A vegan meal will be required for the Booth Chic Brisbane Attendant for every 4 hours of the booking time and is to be made available to the Attendant at an appropriate time.

### Use of Images/Privacy

When hiring a Photo Booth from Booth Chic Brisbane, the hirer agrees for images captured at the event to be used by Booth Chic Brisbane for any and all marketing and advertising purposes. If the hirer does not wish this to happen, they must advise Booth Chic Brisbane of this, in writing, before the Event date.

Booth Chic Brisbane will not use images which are deemed to be unsuitable or inappropriate for any marketing or advertising purposes. We will also not use any content that we consider may be personally damaging to any person(s).

Booth Chic Brisbane will not sell your personal details to any third party and will take all reasonable measures to ensure that your personal details remain confidential.

### Failure to Complete Booking

Utmost professional care will be taken by Booth Chic Brisbane to ensure delivery and execution of the booked package. In the unlikely event that, during the normal course of events, equipment failure prevents this from being possible, liability will be limited to a partial or total refund of monies paid and will be dependant on our deliberation of the unique circumstances in question and/or the amount/time that the booking was successfully fulfilled.

Booth Chic Brisbane cannot be held liable in any way if equipment's or accessories' failure or damage (including electrical, water or other liquid damage) is due to any negligence, any act or fault on the part of any venue, venue staff, client, client guest or any other person using the Booth Chic Brisbane Photo Booth at the Event, and said negligence, act or fault, whether wilful or accidental, prevents the successful completion of the agreed booking.

### Delays

Utmost professional care will be taken by Booth Chic Brisbane to ensure delivery and execution of the booked package at the agreed upon time. Booth Chic Brisbane cannot be held responsible for unforeseen delays at the venue which are out of our control.

### Travel

A travel surcharge of \$100/50kms is applied to any Event located more than 30kms away from Brisbane CBD. This fee is inclusive of travel to the Event and back to Brisbane CBD after the Event. Please see the table below for clarification. This surcharge will be agreed upon at the time of the booking and included in the invoice price.

Distance of Event from Brisbane CBD	Additional travel fee
Within 30kms	Free
Between 30kms-80kms	\$100
Between 80kms-130kms	\$200
Between 130kms-180kms	\$300

## Parking

Any parking fees assigned to the Booth Chic Brisbane Attendant's vehicle during the course of delivering the Photo Booth, remaining at the venue to operate the Photo Booth, and removing the Photo Booth at the end of the booking are to be covered by the hirer.

## Booking Extensions

Should the hirer or their representative decide to extend the booking time during the course of the Event, the extended rate will be \$75/half hour, payable to the Attendant at the beginning of the extended time as a cash payment. Under no circumstances will the Attendant agree to extend the booking time with the promise of payment by the hirer, client, client representative or guest after the Event date. If a cash payment is not able to be made on the night, the Attendant will not extend the booking.

The rate of \$75/half hour will also be payable by the hirer in the event of wishing to extend the booked time on the day of the Event, before the booking time commences. If the hirer wishes to do this they should ask the Attendant who will contact Booth Chic Brisbane administration to arrange for an invoice to be made for the additional time. This invoice must be paid prior to the booking commencement. In the event that the extension invoice is not paid, the Attendant will revert to the original booking time and pack down the Photo Booth at the end of the original booking time.

The "Idle" rate of \$50/hour will be payable by the hirer in the event of the agreed upon booking start time being pushed back due to any delay on the night. For example, if the agreed upon booking start time is 6pm and the hirer wishes to push the booking start time back to 6:45pm, a fee of \$50 will be payable by the hirer. Also, in the event that the Booth Chic Brisbane Attendant is required to wait for any period to pack down after the booking has ended, the hirer should notify Booth Chic Brisbane in writing prior to the event date, and the "Idle" rate mentioned above is applicable.

## Force Majeure

Booth Chic Brisbane will not be liable for failing to deliver the agreed upon booking in the occurrence of any event beyond our reasonable control. This includes, but is not limited to: labour disturbance; fire; threatened or actual act of terrorism; natural disaster; extreme weather events (including, but not limited to flooding, cyclones, or earthquakes which prevent the Booth Chic Brisbane Attendant from attending the venue or performing his/her duties whilst at the venue); war.

Booth Chic Brisbane will not be held liable for failure to attend and/or complete a booked event if the venue has closed prior to, or during, said event. This includes cancellation of a booked event by the venue and/or cancellation of a booked event due to closure of the venue by other parties or Government authorities, representatives or bodies.

## Payments

A 50% non-refundable deposit is required in order to confirm the booking. This is to be paid within 7 days of the client's receipt of the invoice, with the remaining balance due 6 weeks prior to the booking date. If the Event date falls within 6 weeks, the total fee is payable in order to confirm the booking.

### Security Statement

Booth Chic Brisbane clients have the option to pay by direct deposit, PayPal or credit card. All options will be available on the invoice sent by Booth Chic Brisbane. Please note that the Booth Chic Brisbane banking details should not change at any time. If you receive any emails claiming to represent Booth Chic Brisbane, listing any changes to our banking details, please contact us by phone before making any payments. Booth Chic Brisbane will not be held liable for payments made to the wrong location.

### Cancellation/Postponement

If a booking date needs to be cancelled by the hirer or their agent, or Booth Chic Brisbane is unable to attend the booked event due to the closure of the venue for any reason, more than 30 days prior to the booked date, no cancellation fee will be charged if the hirer chooses to postpone the booking. In the event that the venue is closed for any reason, and the booking at the venue therefore needs to be cancelled, if the hirer chooses to cancel the booking completely with Booth Chic Brisbane, any monies over \$150 paid by the client will be refunded to the hirer.

If a cancellation is made by the hirer for any reason other than the closure of the booking venue, greater than 30 days prior to the booking date, all monies over and above the deposit amount will be refunded to the hirer. If Booth Chic Brisbane is able to secure a new booking for the original booked date, all monies over and above \$150 will be refunded to the hirer.

If a hirer wishes to move a booking to another date, it will be at the discretion of Booth Chic Brisbane as to whether this is a viable option. In most cases a postponement can be arranged, however if management deems the postponement to be unviable, the booking will be deemed as cancelled and the above cancellation terms will apply.

If Booth Chic Brisbane has not received the final payment by 14 days prior to the event, it will be assumed that the hirer has cancelled the booking, and all monies paid to date will be forfeited, unless both parties have made a prior mutually-agreed-upon arrangement, in writing, concerning the late payment.

### Miscellaneous

The Booth Chic Brisbane Attendant may pause or terminate the use of the Photo Booth at any time during the Event if they consider the guest/s is/are behaving in a way that the Attendant believes to be dangerous to themselves or any persons, or potential or actually damaging to the product. Further to this, the Booth Chic Brisbane Attendant reserves the right to exclude a person to persons from the Photo Booth if the Attendant considers that person to be grossly intoxicated or behaving in an aggressive or abusive manner towards the Photo Booth Attendant, or behaving in a manner that the Photo Booth attendant considers may damage Booth Chic Brisbane property.

**Declaration**

I, ..... (Full Name), have read, understood and hereby agree to the above Terms and Conditions, and wish to proceed in booking Booth Chic Brisbane to perform duties as Photo Booth hire and operation for my Event dated ...../...../..... (date) to be held at ..... (venue name), .....(address).

Signed,

..... (Signature of hirer)

...../...../..... (Today's date)