

Thank you for choosing us for the hire of our VIP Photo Booth for your event.

- 1)_Your hire of our photo booth includes use of the booth for the agreed period at your event. We will provide booth assistance, printed & digital photographs in the formats produced by our equipment and within the hire period, an option of either a WHITE or GREY BACKDROP, or, additional rental from our standard selection, or, a customised backdrop (POA). Also included: one (1) artwork for the overlay of your photo, one (1) set of props from our standard selection (**CoVid limitations may apply**) and an administrative account which allows you to download/share the photo gallery produced from our VIP Photo Booth server.
- 2)_At least one assistant will always accompany the booth for the duration of the hire period **CoVid limitations may require two assistants for our operation**. If, due to: a) client requirements, b) booth relocation during an event (booth requires an additional 2.5 hours for strike down and rebuild and the client will be billed @ R600 per hour), c) access and set-up complications (such as flights of stairs/rugged terrain, etc.), d) the safety of our assistant(s) compromised due to set up complications, or e) groups of +200, two or more assistants are required, the Standard Package Pricing will be affected to accommodate the extra assistant(s).
- 3)_The artwork for the overlay of your picture is an essential part of the product you have purchased. We endeavour to ensure that you are presented with an end-product that is of the highest quality, which requires prompt submissions and approval. We have our own Graphic Designers that can provide the overlay artwork, however, if CI parameters and pallets are paramount, then the overlay artwork should kindly be designed & provided for by the client.
- 4)_The photographs taken by VIP Photo Booth, including the overlay artwork, are held under copyright to protect both VIP Photo Booth and you, the client.
- 5)_Periods of inactivity of the Booth - known as Idle Time, at a rate of R450 per hour - can be requested from a minimum Booth Hire period of 4 hours (of which 3 hours is "active" booth time). If IDLE TIME is requested to be changed to ACTIVE TIME during an event, it affects the AGREED PERIOD OF HIRE, and a charge of R1,500 per hour will be charged, with no possibility of a discount.
- 6)_The hire period at the event may be extended if the equipment is not alternately pre-booked - the AGREED PERIOD OF HIRE is affected and a charge of R1,700 per hour per photo booth unit will be charged, with no possibility of a discount.
- 7)_Our payment terms are stipulated on any Quotes, Pro Forma's &/or Invoices you receive from VIP Photo Booth. All quotations are valid for a period of 3 days. Only a 50% deposit will secure a booking. Balance/full payment to be settled at least fourteen (14) working days before the event. If payment is not made in accordance with these terms: a) we are not obliged to proceed with the hire and your deposit will be forfeited, and/or b), we will withhold digital imagery of the shoot until such payment has been made as per these terms.
- 8)_We reserve the right to void any discounts should payments be made outside of our payment terms, or if there is a change to AGREED PERIOD OF HIRE on which basis the discount was awarded.
- 9)_Custom branding/backdrops (e.g. flower wall), will be quoted separately. An upfront deposit of 70% will be required to purchase materials. Build time for on-site custom backdrops will be charged at R600 per hour.
- 10)_Debit/Credit card payments carry a 4% surcharge.
- 11)_If the booth is not returned in time, we will be unable to hire it to other clients and in these circumstances, you will be liable for payment for the amount we would have earned had we been able to keep our commitment.
- 12)_The client/beneficiary/end-user of our photo booth is ultimately responsible for payment of our services in line with our "Terms of Use", which is an AGREEMENT on USE & ENJOYMENT, as is detailed in the NCA. If our photo booth service was ordered via a third party agency, such as an events agency, it is incumbent on that third-party agency to present the end user with our Terms & Conditions.
- 13)_We look to accommodate positioning & setup of the booth as far as reasonably possible as per the client's requirements. However, risks to our personnel or equipment, such as weather conditions, booth position accessibility, terrain complications, location, accessibility for your guests, etc. will ultimately determine setup positioning. No time extensions or refunds will be granted due to a repositioning of the booth during an event (for example, moving the booth indoors due to weather).
- 14)_**Date Changes, Postponements & Cancellations:** Any request for date/time changes must be made in writing - and so confirmed by VIP Photo Booth - at least thirty days (30 days) in advance of the original event date. Change is subject to booth availability and receipt of a new booking agreement. If there is no availability for the alternate date, the deposit shall be forfeited and the event canceled. Any cancellation will forfeit any deposit payment made. Your deposit is non-refundable, however, we will move your hire date if possible. Your final payment is non-refundable. An invoice will be issued to cover any/all administration costs, overlay artwork, backdrop orders, prop orders or travel costs incurred in lieu of cancellation/postponement prior to any payment/deposit received. Confirmed events that are canceled under certain conditions (e.g. a cancellation without notification, poor ethics, etc) will incur the full cost of the invoice issued for that event, exclusive of discounts, but additional costs, such as board - if applicable, will be added.
- 15)_You are responsible for any damage to the booth from the time it is delivered to your premises until it is loaded onto our vehicle for removal from your event.
- 16)_You hereby agree to indemnify VIP Photo Booth (stand in our shoes) against all and any claims that may be made against us, however arising, in consequence of having provided our equipment for your event.
- 17)_We may ask you to pay a damage deposit in case the equipment is damaged whilst in your possession. If there is no damage to the booth your deposit will be returned within 48 hours.
- 18)_Any claim you may have against us in any circumstance is limited to the amount you have paid to us.

- 19)_We have found on occasion that our props are removed by event guests for their own personal and permanent use, and/or that drinks have been spilled onto our backdrops/equipment. Please bear in mind that festive crowds are the primary cause for damage/loss of our equipment and need to be managed in and around the vicinity of the booth. It remains the responsibility of the client/beneficiary/end-user of our photo booth to make provision for crowd control (for example, by providing security/staff &/or stanchions). VIP Photo Booth reserves the right to shut down the booth and leave the premises should we feel that our equipment or Assigns could be/are being compromised at any stage during an event. In this instance, the full cost of the event will incur with any/all payments made, forfeited. After the event, we will send you an inventory showing props that are missing and/or damages to our equipment. You are obliged to reimburse us for such loss or damage within 48 hours of the loss notification.
- 20)_We will discreetly display signage at your event/include our details in emails sent from the booth, identifying us as the owner of the booth and stating the booth is available for hire at events.
- 21)_You will need to provide a sign for display at public events, at or near the booth, indicating that by having a photograph taken, your event guest agrees to the publication of the photograph on the Internet or any one of various social media platforms. It is important, for legal purposes, that you ensure the display signs are clearly visible to the event attendees prior to having their photograph taken.
- 22)_The booth automatically records each photograph taken and provided Internet is available, event guests may immediately share the photographs. From time to time the photographic paper will need to be added to the booth which will necessitate a short break in its availability to take photographs.
- 23)_The Standard Package includes the following for free: Internet Sharing, a Backdrop (from our selection) & one set of Themed Props (from our selection) - if any of the free additions are not working or available, refunds will not be considered.
- 24)_The Client is responsible for all travel, accommodation, meal & transport costs, should our team so require. Travel is charged at R6.50 per kilometer.
- 25)_Events extending 4 hours or more: meals will be provided to the VIP Photo Booth team, whereas drinks/beverages to be made available at all times and upon request.
- 26)_Paid events take priority over promotional events in all instances. We reserve the right to withdraw from a promotional event on 24-hour notice. We reserve the right to withdraw from any event whereby our payment terms have not been met.
- 27)_The Client hereby designates and grants VIP Photo Booth and Assigns the irrevocable and unrestricted right to use and publish photographs of The Event, or, in which The Client(s) may be included, for editorial, trade, advertising or any other purpose, in any manner and medium; to alter the same without restriction and to copyright the same. The Client hereby releases VIP Photo Booth and assigns from all claims and liability relating to said photographs and that VIP Photo Booth may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising, and any other purposes thought proper by VIP Photo Booth.
- 28)_**Overdue Accounts:**
 - I. Administration fees of R500 per month will be added to overdue accounts, and,
 - II. Maximum interest added monthly, compounded as specified by the National Credit Act will be levied on overdue accounts as per incidental credit agreements.
- 29)_Please remember, we do not operate a photo lab, but a photo booth, which is all about entertainment and having fun. Reprints of photos are not included as part of this "Terms of Use". Should reprints be required during or after an event, separate negotiation & charges will apply. Please note, that should the booth print photos during Idle Time or after Scheduled Shut Down, *for whatever reason*, the booth IS DEEMED ACTIVE, the AGREED PERIOD OF HIRE has been affected, and a charge of *R1,700/hour will be billed.

*Applies to: extension requests at the event, Idle Time changed to Active Time during the event, re-print backlog queue resulting in booth Active Time running into Idle Time or extending past agreed period of hire.

VIP PHOTO BOOTH TERMS OF USE will remain the minimum conditions of hire should the services of VIP Photo Booth be initiated. We understand and are sympathetic to the fact that under certain instances, a certain clause in our Terms of Use may prove restrictive, in which case we reserve the right to come to a "once-off" agreement - within reason - in writing. However, should any ambiguity or discontent arise from this said agreement, it will be voided (as by either VIP Photo Booth, you the Client, or both parties) and the agreement will default to VIP Photo Booth Terms of Use as is outlined on this document.