

General Contract for Terms of Service & Conditions of Use

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

This GENERAL CONTRACT will accompany Quotations, Pro Formas, Invoices, Statements & Credit Notes issued by VIP Photo Booth.

1. DEFINITIONS

- 1.1. "owner/we/our/us" means VIP Photo Booth (Pty) Limited.
- 1.2. "client/you/your" means the person, company or other entity that places the order on the owner.
- 1.3. "the / this agreement" means the agreement concluded between the parties arising out of the hirer's acceptance of the owner's **quotation**.
- 1.4. "booking" means the booking placed by the client on the owner for the hire of equipment/services, and includes all attachments to the order.
- 1.5. "personal information" means personal information as defined in the Protection of Personal Information Act 4 of 2013 (POPI).
- 1.6. "equipment" means the photo booth and equipment as specified in the quotation.
- 1.7. "quotation" means the owner's offer to the hirer for the hire of VIP Photo Booth

2. AGREEMENT

2.1. VIP Photo Booth, in consideration of payment, or an undertaking by the client to pay the hire charges set out in the quotation, lets to the hirer the equipment and services described in the quotation. The conditions of hire set out in this document take precedence over any other terms which may have been included in the order. This agreement records the whole agreement between the parties and overrides all other agreements relating to the hire of the equipment. Only conditions, terms or representations expressed herein will be binding on the parties and no variation will be binding unless reduced to writing and signed by both parties.

NOTE: You are deemed to have accepted & agreed to VIP Photo Booth's General Contract (this document) under any of the following:

- a) Confirmation of booking in writing,
- b) Invoice issued
- c) Making Payment
- d) Enlisting our Services in any manner.

2.2. The client/beneficiary/end-user of our photo booth is ultimately responsible for payment of our services in line with our "General Contract", 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.

2.3. 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.

2.4. We will discreetly display signage at your event and/or 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.

2.5. The booth automatically records each photograph taken and provided Internet is available, 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.

2.6. 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.

3. ORDER OF PRECEDENCE

In the event of ambiguity or conflict between the documents forming part of this agreement, the following order of precedence will apply:

- a. Quotation, as amended by agreement between the parties (if applicable)
- b. These general conditions of contract for equipment hire

- c. Booking confirmation (written, deposit, invoice issued)
- d. Invoice

4. BOOTH, EQUIPMENT & SERVICES

Your hire of our photo booth includes use of the booth, equipment (as specified) and assistants(s) for the agreed period at your event.

4.1. Printed & digital photographs will be supplied in the formats produced by our equipment.

4.2.1. For the hire period, a backdrop from our **standard selection** is included at no additional cost. **Premier Backdrops** can be selected at an additional cost, or, a customised backdrop (POA can be requested).

4.2.2. Also included for the hire period:

- (a) one (1) artwork for the overlay of your photo. **Please note** - if CI parameters and pantones are paramount, then the overlay artwork should be designed & provided for by the client.
- (b) one (1) set of props from our standard selection.

4.2.3. 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.

4.3.1. At least one assistant will always accompany the booth for the duration of the hire period. If, due to:

- a) client requirements,
- b) booth repositioning during an event *will carry an additional charge of R1,200* - PLEASE NOTE: 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).
- 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,

then two or more assistants will be required. The End Cost will be affected to accommodate the extra assistant(s) accordingly.

4.3.2. 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.

4.3.3. The function of the assistants includes set up / strike down of the booth and equipment, operation of the booth, sharing of digital images, control of props and organisation of guests at the booth. They ARE NOT promotional staff and it is not their function to go out and invite guests to the booth. It remains the client's responsibility to ensure that their guests are aware of, and make use of, the booth. We can arrange additional Promotional Staff should there be a requirement.

4.4. 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.

4.5. *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.

4.6. *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.

4.7. 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.

5. ON-BOARDING

On-boarding includes site visits, requests for specific documentation, requests for specific measures (security clearances, finger prints, testing, etc.), as required by you, the client. Costs will include R300 per hour per person, specific documentation, travel, and any other unforeseen costs we may incur.

6. PAYMENT

6.1. Payment terms are defined on all our Quotations, Pro-Formas &/or Invoices.

6.2. All quotations are valid for a period of 3 days.

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6.3. Only a 50% deposit secures a booking.

6.4. Balance to be paid in full on DUE DATE (21 days prior the event), or, in full upon receipt of the invoice if event falls within 21 days.

6.5. Debit/Credit card payments carry a 4% surcharge.

6.6. 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.

6.7. Any discounts will be voided if there is a change to the conditions of AGREED PERIOD of HIRE on which basis the discount was awarded.

7. DATE CHANGES, POSTPONEMENTS & CANCELLATIONS

7.1. Date Changes and Postponement:

7.1.1. 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 confirmation of a new booking agreement. If there is no availability for the alternate date, the deposit shall be forfeited and the event canceled. However, we will move your hire-date if possible. Your final payment is non-refundable.

7.1.2. Subject to a Date Change/Postponement, the client will be additionally invoiced to cover administration costs, overlay artwork, backdrop orders, prop orders or travel costs incurred.

7.2. Cancellations:

7.2.1. A cancellation will forfeit any payments made.

7.2.2. If a cancellation is made 21 to 11 days prior to the agreed event date, the client will be billed 50% of the initial invoiced amount (if no prior payment had been made to VIP Photo Booth).

7.2.3. If a cancellation is made 10 days or less prior to the agreed event date, the client will be billed the full invoiced amount (if no prior payment had been made to VIP Photo Booth).

7.2.4. Subject to a cancellation, the client will additionally be invoiced to cover administration costs, overlay artwork, backdrop orders, prop orders or travel costs incurred.

8. DAMAGE, LOSS, INDEMNITY BY THE HIRER AND EXCLUSION OF OWNER'S LIABILITY

8.1. You are responsible for any damage to the booth and its associated equipment from the time it is delivered to your premises until it is loaded onto our vehicle for removal from your event. We will not be liable to you for any damages, whether direct or consequential of whatsoever nature and whatsoever arising, and you indemnify us and hold us harmless against all such claims, including the cost of defending any such claim or action.

8.2. 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 36 hours of the loss notification.

8.3. 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 36 hours.

9. INSURANCE

9.1. SAME DAY RETURN of Booth

VIP Photo Booth will be responsible for ensuring the equipment included in the quotation. In the event that there is an insurance claim for any loss or damage to the equipment, the Client will be responsible for the payment of any excess deducted from the claim. The excess amount varies from year to year and will be stipulated in the quote document that has been provided to the Hirer.

9.2. Booth is HELD OFF SITE

If a booth is required to be held off site overnight (or multiple days), and is subject to £rd party transport (eg flight courier), an additional insurance

surcharge may be levied.

10. TRAVEL, ACCOMMODATION & MEALS

10.1. Meals to be kindly provided should our we attend an event of 4 or more hours (this includes setup and strike down times).

Drinks/beverages to be made available at all times and upon request.

10.2. The Client is responsible for all travel, accommodation, meal & transport costs, should our team so require. Travel is charged at R6.50 per kilometer.

11. PUBLIC EVENTS

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.

12. PROMOTIONAL EVENTS

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.

13. 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.

14. WAIVER

Failure by either party to enforce any of the provisions of this agreement will not be construed to be a waiver of any of that party's rights in terms of this agreement or prejudice the right of that party to institute action in the future.

15. AND FINALLY

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 "General Contract" and in effect, curtails the digital gallery. 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.

DISCLAIMER

VIP Photo Booth's GENERAL CONTRACT 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.