



EntertainAir Ltd Terms and Conditions

Application

These Terms and Conditions will apply to the purchase of the services and goods by you (**The Customer** or **you**). We are Entertainair Limited, a company registered in England and Wales under number 11041738 whose registered office is at 129 Dover Road, Deal, CT14 7JH (**The Supplier** or **us** or **we**).

Interpretation

1. **The Supplier**

Entertainair Ltd

2. **The Customer**

The person booking Entertainair Ltd for their event.

The following contract and its terms comprise an agreement between the **Supplier** and the **Customer** for the hire of the Photo Booth.

This written contract sets out the full, intentions of the parties and supersedes any previous written or oral agreements made between the parties.

Service Period

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

Payment

A non-returnable deposit of £50.00 is required to secure a reservation for the Photo Booth, the balance of the agreed rental charge is due by the date of the Customer's event, unless exceptional terms have been agreed between the Customer and the Supplier. If the operator uses the equipment for a period in excess of the agreed service period additional rental charges may be payable by the Customer to the Supplier, calculated on a pro rata basis.

Payment of all additional charges must be made by the Customer before any additional service period commences.

Access, space & power requirements

The Customer will arrange for an appropriate space to be made available for the Photo Booth at the event venue. A minimum area 3m cubed (3m x 3m x 3m) is required for the best fit.

The Customer will provide a mains electricity supply comprising a single 13amp socket located within the space designated by the Customer for the Photo Booth

Date changes & cancellations

Any change of date is subject to the availability of a Photo Booth on the alternative date requested and is at the discretion of Entertainair Ltd.

Any request to alter the agreed date of a Photo Booth booking must be made in writing and at least thirty days prior to the Customer's event.

If the Customer cancels an agreed rental of a Photo Booth, the deposit is non-refundable.

Loss or damage to Suppliers equipment

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.

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

Indemnification

The Customer agrees to, and understands the following:

1. a) 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. b) 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 .

The Customer agrees to, and understands the following:

All persons using the Photo Booth at the Customer's Event hereby give to Entertainair Ltd 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.

In addition the Customer, hereby releases, discharges and agrees to maintain Entertainair 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.

Anti-Harassment Clause

We will not tolerate any abuse or threatening behaviour to any of our team or staff or abuse of our Equipment. If this occurs, We retain the right to terminate our services immediately. This applies equally to You, the Client, and your guests. We may also terminate our services where our staff or team feel any Equipment belonging to Us is in danger or has been damaged due to the actions or unruly behaviour by You or your guests. Wherever possible and reasonable to do so, We will speak with You or the venue first to try to resolve the matter before any termination is enacted. If We do terminate our services, for any reason, the full cost of our services and the full cost of hire of our Equipment will remain due and We will not issue any refunds for any period that our service or hire of Equipment was not provided. Moreover, You the Client will be responsible for any damages caused by You or your guests or other attendees at the event to Us for any damage to our Equipment, howsoever caused.

Miscellaneous terms

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.

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.

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.

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 secure web directory 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.

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.

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 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.

Delivery and Marketing

Additional photographs and/or video may be taken during the operation of Company for use in event publicity and promotional materials.

Company retains all copyright of photographs taken at the photobooth.

Images taken are often uploaded to social media platforms such as Facebook in order to aid delivery but also provide advertising for Company. Customer takes responsibility to ensure event attendees are aware that images may end up being published to the social pages. Images are vetted, but images may be uploaded that guests may wish to be removed. Guest images will be removed by Company if they are contacted directly through their social media channels/email (with upheld agreement of Customer) and also by the social provider, such as Facebook, if the post is reported.

Limitations

In no event shall 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 company website.