

TERMS AND CONDITIONS FOR BOOKING A PHOTO BOOTH

I know none of us like the fine print, but we need this to ensure we continue to be available and you need it so you know the ins and the outs of hiring the Nancy Jayde Photo Booth for your event. Prices are subject to change - please check before booking or check our facebook page for specials. Nancy Jayde Photography is not registered for GST. All prices specified in the booking order form are total price payable. By filling out a booking form and making payment of your deposit, you agree to the following terms and conditions of hire of our services.

- 1) The outstanding amount must be paid by the hirer to Nancy Jayde Photography at least 7 days before the event otherwise the booking will be cancelled and the deposit forfeited. If booked within 7 days of the event, non-refundable full payment must be received within 48 hours of booking.
 - 2) A travel surcharge will apply to events outside of the South Burnett region. A survey of the event location may be required if Nancy Jayde Photography is not satisfied that a suitable location will be provided. This survey may incur an additional fee for areas outside of Kingaroy, Queensland.
 - 3) If the client requests use of Nancy Jayde Photography's services in excess of the time noted on the Booking form, this will be billed at \$120 for each additional hour or part-hour.
 - 4) Nancy Jayde photo booth is for indoor use only, unless discussed with ourselves before hire, requires one mains power socket and must be on a completely flat & level surface. Nancy Jayde photo booth may be located within a marquee, but please note the above power and level surface requirements. The client must ensure a space of 3m x 3m for the photo booth, access to 240v power within 10 metres of Nancy Jayde Photography's equipment, all doorways and access paths are at least 80cm wide
 - 5) The client is responsible for paying any charges imposed by the venue, or required to access the venue. These charges may include, but are not limited to, parking and electricity.
 - 6) All cancellations will result in the client forfeiting the deposit, however if Nancy Jayde Photography is notified of cancellation more than 30 days before the event date, credit to the value of the deposit will be given to the client to use for any future booking made within 6 months of the date of cancellation. Cancellation needs to be in writing/email and not verbal. A 30 day notice is required of changes to the time & date of the event. A date change is subject to availability.
 - 7) Nancy Jayde Photography can cancel any booking at any time. If Nancy Jayde Photography decides to cancel a booking, all payments made will be refunded to the Client.
 - 8) In order to prevent damage to equipment, Nancy Jayde Photography reserves the right to deny service to any person. Children under 12 are to be supervised at all times by an adult over 16 years when using any of our services. We reserve the right to not allow children to use our services if they are not accompanied and under the control of a responsible adult.
 - 9) Nancy Jayde Photography will not tolerate any abuse or threatening behaviour. If this does occur Nancy Jayde Photography are within their right to terminate the hire. We are providing a service to yourselves and guests and therefore feel that we should be treated with the respect deserved. Nancy Jayde Photography may stop usage of the Photo Booth at any time during the event if they feel that the Photo Booth is being misused in a way that is dangerous to any persons or potentially damaging to the product.
 - 10) Any damage to Nancy Jayde Photography's equipment during the client's event caused by the client, client's guests or any other person in attendance at the event whether invited or not, will result in the cost to repair/replace the equipment. The client will also be responsible for all financial recovery costs if repair/replacement costs are not paid.
 - 11) The Client is fully responsible for our security & safety while attending your event. This also includes during set up & pack down at the end of the night.
- Unless otherwise mutually agreed by the parties in writing, the Hirer grants Nancy Jayde Photography an irrevocable right and license (including, without limitation, an intellectual property license) to use and publish in any and all media all images produced by the Goods during the Hiring Period for the purpose of the Owner's marketing and advertising.
- 12) Nancy Jayde Photography will not use images which are deemed unsuitable on their website or for advertising and will not use any content that may be personally damaging to any persons/s.
 - 13) We will not be liable for failing to perform under the Agreement by the occurrence of any event beyond our reasonable control, including a power outage or interruption of service, communication outage, failure by a service provided to us to perform, fire, threatened or actual act of terrorism, natural disaster, or war.
 - 14) The client agrees that in all circumstances, Nancy Jayde Photography's liability is limited to an amount equal to the booking cost and not be liable for indirect or consequential damages.
 - 15) In the event Provider is unable to supply a working photo booth for at least 80% of the Service Period, Client shall be refunded a prorated amount based on the amount of service received.