SHOWTIME PHOTOBOOTH & EVENT HIRE

Terms and Conditions

**Please read through these Terms and Conditions as they outline the important information you are required to know for hire of our services. Including Photobooth and Prop Hire. Please sign your name, address, and phone number along with the date at the bottom and return this document no later than 48 hours prior to your event date.**

**EVENT HIRE ITEMS**

* Our minimum hire fee is $150, if your hire cost is below that you will need to pick up your item from FLINDERS NSW. If your hire cost is above that we will deliver and pick up your item/s (Illawarra only)
* BOND – We do require a bond of $100 on some Hire items. Once the item is returned to us undamaged you will receive the bond back.
* Prices shown on our website include GST.
* Prices are for prop HIRE only; we do not SELL these items.
* To Book one of our services – Go to the BOOK ONLINE page on our website, click on the service you would like to book, you will need to provide your name, details, and venue location. Please select a day on the calendar and time slot and complete the booking form. you will receive an email, once Showtime has **APPROVED** your booking, we will send a confirmation email along with an invoice to pay with a $50 deposit, balance is due48 hours prior to event.
* Contact by **email** is preferred and we will aim to respond to your enquiries as soon as possible. Our email is belinda@showtimephotobooths.com.au
* You must provide to us the contact of the VENUE and phone number and it is your responsibility to confirm with the venue in relation to Bump in and bump out times. Please then pass those details on to us. We don’t generally work with venues that require BUMP out on the same day before midnight.

PHOTOBOOTH SERVICES

This is Showtime PhotoBooth’s terms of service.

This agreement is between Showtime PhotoBooths (or “we” or “our”

or “us”) and you (or “client”).

SERVICE ENGAGEMENT

Once approved, Showtime PhotoBooths will reserve the date of the

event entered/submitted with this accepted agreement only, and

providing that you are legally competent to accept/acknowledge this

agreement, have done so, and the entire required retainer has been

fully paid, and processed by us.

A sum of $50 or more from the total price is required at the time of

booking/order as a retainer. The retainer is non-refundable.

We will not offer any monetary refunds, and/or compensation, all

refunds, and/or compensation will be applied as account credits

which are not transferable to cash but may be used for future

bookings for 24months.

Showtime Photobooths will not commence any service engagements until the

balance is paid in full – 48 hours prior to your event. Payment for any additional coverage,

features, services, and/or any other pending payments, must be

paid in full before the commencement of these additions.

We cannot take electronic payments on the day of the event.

DELIVERY; SETUP

Showtime Photobooths will deliver and setup the photo booth/prop hire within 30 (thirty)

minutes of the selected start time provided by you, depending on

the type of service/s included. We aim to start the selected photo

booth service/s at the exact time selected by you, using the local

time zone. In the case that the photo booth is not operational by the

selected start time, both Showtime Photobooths and you may agree to extend

the service/s time to match the lost time.

Unless agreed within writing, at no point will we start the photo

booth service/s earlier than the original specified start time, and/or

extend the operation of the photo booth over the service end time.

DELIVERY WITH STAIRS / INACCESSIBLE

ZONES / NO LOADING ZONES

It is understood that you must provide us with all the important

information we need to be able to provide you with a photo booth

service/s without issues/problems. You must notify us at the time of

booking about any accessibility information such as, but no limited

to, stairs, elevators, parking. You must provide us contact

information for the venue and must notify the venue of our

service/s, and arrival. We require access to the venue, and we only

deliver to the ground floor, or the floor we have entered in from

street level.

We require a delivery zone, also known as loading zones to be able

to unload/load equipment to and from our vehicles. If these zones

are inaccessible due to, but not limited to venue not having a

loading zone, loading is blocked, loading zone is inaccessible due

to any reason, we will unload from a zone that may be distanced

from the photo booth service location. In this case, we have the

right to not extend the time lost if we were to start the service/s

beyond the stated service time.

If you amend any existing booking details to state that there are

stairs, the standard stairs delivery fee will be applied and must be

paid before the time of arrival at the event. Any existing payments

must be completed before the start of any service/s as stated under

“Service Engagement”.

If you fail to provide venue accessibility information by the time we

arrive at the event venue, we have the right to refuse any job/s

and/or task/s that are deemed a risk for health and safety purposes.

In this case, we may not continue with the service/s and you will not

receive a refund as you have failed to inform us of the information

required.

LOCATION, SPACING, POWER

To ensure easier operation and to maximise our efficiency, we

require a work space of at least 3 x 3 meters for the open backdrop

and Booth. This space will include, but not limited to, the photo

booth, prop tables, and backdrop/enclosure accessories. We may

not be able to work in a smaller or confined space. In this case, if no

minimum safe working space is provided, we have the right to

refuse service, and you will not receive a refund, and/or account

credits.

We need open, easy access areas as the photo booth is a popular

attraction and will easily congest surrounding areas. The area must

be easy to manage and maintain.

You acknowledge that the photo booth will be operated directly

indoors and must be under shelter. If the photo booth is planned to

be placed at a location that is not sheltered, we have the right to

refuse any service/s or operations for health and safety reasons.

We have no guarantees for the quality of the images if the photo

booth is placed in an area that is hit with direct outside light due to

weather conditions may change during the hire, causing camera

settings to change.

Our gear requires electricity to operate, without access to a power

outlet we will be unable to operate the photo booths. As such, we

will require you and/or the venue to provide at least 10 amps and

240v of clean power. We do not and will not provide any portable

power. This power outlet must be a dedicated circuit, which is

independent from any other vendor, and/or but not limited to,

entertainment providers. In the event of a power loss from the

power source, we are not responsible, and it is our right to not

provide an extension to the service/s of the time lost due to the

power outage.

VENUE APPROVAL, FOOD &amp; CHARGES

It is understood that you have previously sought approval of our

photo booth service/s and to arrive within 30 (thirty) minutes of the

specified service start time from your choice of venue.

Some venues require suppliers, and/or entertainment providers to

bump in (setup) before the event starts and bump out (pack down)

after the event ends. Due to time availability, we will not be able to

deliver at an earlier time, and it is the clients responsibility to select

the start time to match with the venue approved bump in, bump out

loading times. Idle time is available, only when there is availability

before, and/or after the original selected photo booth service/s start,

and/or end time.

On the day of the event, we will not be able to adjust the booking

time, and cannot provide an earlier, and/or later service start time.

In the case if the venue does not approve Showtime Photobooths from

entering the venue space for setup on the day of your event, we are

unable to provide you with the contracted service, and you will not

receive a refund of any kind.

In the case of the venue does not allow us to leave the venue after

the service finish time, the client will be billed additional hourly

service, and fees may incur. No further services will be completed

until all payments has been received, this includes, but not limited

to, final images, gallery, and downloadable file/s.

It is understood that there will be no extra charges made to us for

using venue utilities such as, but not limited to, parking, power,

space, and/or other services that the venue offers for the event.

Our staff will have remote capabilities at all times and will be

contactable if there are any equipment issues/failures.

If your venue has provided a meal for suppliers, and/or

entertainment providers without any charge to you, it is your

responsibility to notify us of this meal prior to the event. If no

communication has been received from you, and/or the venue in

regards to venue meals, by default it is understood that our staff will

leave the venue in search of a meal. We are not liable and will not

provide any refunds and/or compensation if our technician/s decide

not to eat anything.

OPERATIONS POLICY, CHILDREN &amp;

SCHEDULING

In some situations, the photo booth service/s may need to be

interrupted for maintenance, service and/or photography/camera

optimisations. We agree to send a qualified technician onsite to

maintain and operate the photo booth equipment. Should we fail to

provide a fully operational photo booth for the remainder of the

stated period, your only remedy is a partial payment received

depending on the time remaining. We will not pay any

compensation or refund valued more than the amount that has

been originally paid for the booking.

You agree that Showtime Photobooths will not be responsible for

consequential damages. If only partial service/s can be provided

due to conditions beyond reasonable control, then we reserve the

right to not provide a refund. It is at our discretion to adjust photo

booth operation times if the event located has changed on the day

of delivery. In the case of the event ending prematurely/earlier than

planned. We have the right to refuse a partial refund, and/or

service/s extension/s, and/or account credits on the grounds of our

contract to be hired for the whole duration of the event.

Children under the age of 12 must be accompanied by a parent or

guardian to use the booth. The technician/s at any time may refuse

entry/service if the child does not have a parent or guardian. We

reserve the right to deny the use of photo booth for children under

12 years of age due to health and safety.

TRAINED STAFF

A trained Showtime photo booth technician/s will be provided for

your event to ensure the seamless operation of the photo booth

during the event. Our Showtime Event photo booth staff are classed

as technicians and may stop the usage of the photo booth at any

time during the event if they feel that it is being misused in a way

that is dangerous to person/s or potentially damaging to the

equipment. The technician/s may also need to shut the photo booth

down for a short time if loading of more photo paper is required. It is

at the discretion of the technician/s whether to stay and/or to roam

in and out of the venue. The technician/s will have remote and

notification capabilities for when the photo booth needs attention. It

is understood that the technician/s may not be present directly next

to the photo booth at all times and may be roaming the inside,

and/or outside the venue.

As we have designed our photo booth equipment to be intuitive, our

equipment is easy to use, and automated. We are not responsible

in supervising any person/s using the photo booth who are at the

age of 17 and under.

It is not the technician/s job to provide assistance with the photo

books, however, it is at the discretion of the technician/s whether to

provide this assistance, which we have trained our technician/s on

how to do so. In short, a technician will not stand next to the photo

book, instructing guests on how to use the photo books, as this is

the guests’ personal preference.

Images – We will provide to you the images on a USB stick, we don’t hold these images for any longer than 6 months past your event date. We have the right to delete, and/or remove any images that

are deemed as inappropriate and/or involves nudity, and/or depicts

violence, and/or depicts pornographic nature, and/or images that

may show an individual’s identity.

RELEASE

You, guests, and/or event staff using the photo booth hereby grant

Showtime Photobooths the right and permission to copyright and use,

photographic portraits (not of orientation nature) and/or images of

any photo booth user/s who may be included intact or in part, made

through any and all media now or hereafter known for illustration,

art, promotion, advertising, trade, or any other purpose. In addition,

you hereby release, discharge and agree to relinquish Showtime Photobooths

from any liability, that may occur or be produced in the taking of

said image or in any subsequent processing thereof, as well as any

publication thereof, including without limitation any claims for libel or

invasion of privacy. All photo booth users will be notified via our

photo booth equipment with the same release, any continued use of

our equipment implies the acceptance/acknowledgement of this

release.

EVENT/VENUE ACCESS &amp; MEDIA

ACCREDITATION

Our staff may need access and/or media accreditation in order to

enter your events venue. Without access and/or media

accreditation, we may not be able to enter the events venue and

are unable to setup the photo booth equipment.

In no instances we will pay/purchase tickets and/or passes in order

to provide our service/s. We will not be liable if we are unable to

provide service/s due to access and/or media accreditation, and will

not provide a refund, and/or account credits.

DATE CHANGES &amp; CANCELLATIONS

Any request to alter the booked date and/or time of the photo booth

service/s must be made in writing at least 30 (thirty) days prior to

the event start date and/or time. Any change of date is subject to

the availability of the photo booth on the alternative date and/or

time, and a receipt will be provided for the new booking. We may

not be able to change and/or alter any date and/or time if there are

other bookings directly before, or after your event start date and/or

time. If you cancel a booked photo booth service/s up to 30 (thirty)

days or more prior to the service/s engagement, then the retainer

paid will be forfeit. If you cancel a booked photo booth within 30

(thirty) days or less of the service/s engagement, the full amount will

be forfeit. It is at our discretion to charge extra fees if any request to

alter the booked date and/or time within 30 (thirty) or less of the

service/s engagement.

It is understood that you may not change the date and/or time of a

booking 3 (three) or more times within 365 days from the first date

and/or time change. Any date changes forfeit the full amount of the

service booking and will not be applied as account credits, which is

not transferable into cash and/or refundable.

FAILURE TO PERFORM

You and Showtime PhotoBooths agree to have full cooperation and

full communication for the best possible result within the definition

of this agreement. Due to the limited and subjective nature of the

event, we cannot be held responsible for requested photographs

not taken and/or missed, lack of coverage resulting from weather

conditions, and/or schedule complications caused by but not limited

to, anyone in and/or at the event, and/or location restrictions. We

are not responsible for lost photo opportunities due to other

cameras or flashes, the lateness of the guests and/or event staff,

and/or the rendering of decorations of the location.

It is acknowledged that any lists submitted to us will be used for

organisational purposes only and in no way, represent photography

that will actually be produced. We will do our best to fulfil all

requests but can make no guarantees all images will be delivered.

We recommend that you point out important individuals for informal

and/or candid photographs to our staff during the photo booth

operation that you wish to have photographed. We will not be held

accountable for not photographing desired people if there is no one

to assist in identifying people and/or gathering people for

photographs. We are not responsible if key individuals fail to appear

and/or cooperate during photo booth sessions and/or for missed

images due to details not revealed to us.

In any/all instances, we will not be responsible more than the

amount that has been paid by the client.

HARASSMENT, ABUSE &amp; ILLEGAL ACTIVITY

We expect to be working in a safe environment and for Showtime

Photobooths staff to not experience any harassment and/or abuse

from anyone during the event. It is understood that if there are any

harassment and/or abuse experienced during the event, our staff

will notify you and/or venue staff. If the harassment and/or abuse

continue, we reserve the right to cease all operations. If the

harassment and/or abuse was of extreme nature, we reserve the

right to contact local authorities to handle the situation.

In the case of any illegal activity happening in close proximity of our

staff and/or our equipment, and/or at the venue of the service/s

engagement. We have the right to cease all operations and/or

service/s immediately. Our staff will pack up all and will leave the

premise. If the illegal activity is of extreme nature, our staff are

instructed to cease all operations, and to exit the area of illegal

activity immediately, then to report it to local authorities.

LOSS AND/OR DAMAGE TO EQUIPMENT &amp;

INSURANCE

It is understood that you are fully responsible for any loss of and/or

damage to our equipment (other than fair wear and tear) caused by

any misuse of the equipment by you, your/company/organisation

employees and/or your guests. You will be responsible for any loss

of or damage physically or digitally to our equipment caused by

theft, fire, flood or accidental damage which could be caused by a

guest.

Our service/s under this agreement are covered with 5

million Australia dollar public liability insurance policy. In the case that it is your

fault, you will be responsible for all loss and/or damages.  In the

case that it is a guests’ fault, the guests will be responsible for all

loss and/or damages. In the case that it is the event staffs’ fault, the

event staff will be responsible for all loss and/or damages. will not be liable if we are not at fault in any Showtime Photobooths measure.

FORCE MAJEURE

This agreement is subject to force majeure, strikes, labour disputes,

accidents, transportation breakdowns, traffic, or other causes

beyond the control of Showtime PhotoBooths. Showtime

PhotoBooths will not be liable for the aforementioned and in

addition, any failures of electric supply and/or air conditioning or any

of the above will not be construed as a breach of agreement.. In this

case, no monetary refunds will be offered, and it is at our discretion

to apply account credits.

SEVERABILITY

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.

COVID 19 Safety – We are Covid Safe, We are a registered business with the Covid 19 NSW health. We have changed our operations as per the following items to ensure the safety of our Clients and those guests using the service.

\*Attendant is to operate the Booth, and print photos.

\*Client is to put all the photo strips into the Album not the guests

\*Extra cleaning of surfaces around the photobooth and all the equipment

\*Staff not to Come to work if they are unwell with flu like symptoms.

WEBSITE – PRIVACY OF INFORMATION COLLECTED

Any information collected by us in relation to you, will be kept private and confidential, including any information collected through our website.

YOU HAVE READ, FULLY UNDERSTOOD ALL

THE TERMS AND CONDITIONS OF THIS

AGREEMENT

Signed

Date

Address

Phone Number

DOCUMENT LAST UPDATED AUG 2021.