

## **Gertie The Photo Bus - Terms and Conditions**

These terms and conditions are standard practice. All reasonable efforts will be made to ensure that things run smoothly for your event.

The 'Gertie The Photo Bus' brand is operated by J Maers. These Terms and Conditions form the basis of an agreement between the prospective Hirer (you) and J Maers (the Business) to rent the VW Bus photo booth service.

### **1. General**

In these Terms and Conditions, J Maers (trading as Gertie The Photo Bus) is the business providing the VW Bus photo booth services.

The person booking the services is referred to as 'The Hirer'.

### **2. Booking Gertie The Photo Bus**

To book your VW Bus photo booth please contact Jo via the email [gertiethphotobus@gmail.com](mailto:gertiethphotobus@gmail.com) to discuss your requirements and confirm availability.

To complete the booking, please:

- \* Download the booking form via our website [www.gertiethphotobus.com](http://www.gertiethphotobus.com), and return it to us either by email or post as per the instructions on the form.
- \* Arrange the booking deposit of £150.00 to be paid as per the instructions on the booking form. On receipt of the booking deposit, we will send you an email and confirm that your date has been secured.
- \* We will send you your images as a digital download to the email address given on the booking form. If you would prefer us to send a USB stick, we will require an additional cost of £25 .

### **3. Payment of the hire fee balance**

3.1 Full payment of the photo bus hire fee must be made no later than six weeks prior to the event. If booking within six weeks of the event date, full payment is required prior to confirmation.

3.2 Any additional charges incurred on the day of hire will be invoiced to the Hirer. The Hirer will pay the invoice within 14 days of the invoice date (This includes any damages, parking fees etc.).

#### **4. Hire period**

4.1 The hire period is when the photo bus will be open to guests. All setting up and dismantling of the photo bus will take place up to 60 minutes before and after the hire period.

4.2 In the event that the hire does not start at the agreed time as setup has been delayed due to either the venue not allowing access on time or your events are over-running the hire will still end as per the agreed time on the booking form.

#### **5. Usage**

5.1 J Maers reserves the right to use any images taken at the event unless the Hirer has agreed otherwise, in writing beforehand. Images will be used for social media, any marketing and promotional material which advertises the services of Gertie The Photo Bus.

5.2 Each sitting is a maximum of four people. At the event the guests will receive one print each (of four images) per photo booth session – visits to the booth are unlimited within the agreed hire period.

5.3 Once supplied, J Maers is under no obligation to retain or host the image files.

#### **6. Extra hours and waiting times**

6.1 Gertie The Photo Bus is contracted for the agreed hours on the booking form. If the client wants to extend the hire period beyond the standard 3 hours per event, additional charges will be incurred at the hourly rate advertised on the booking form. Any agreed extension must be paid for with the hire fee balance described in clause 3 above.

#### **7. Cancellation of VW Bus photo booth Hire**

7.1 All cancellations must be made in writing to J Maers.

7.2 Deposits for the photo bus hire bookings that are cancelled within 14 days from the date the booking is confirmed (cooling off period) are refunded 100% as long as the event date is more than six weeks away.

7.3 Deposits for the photo bus hire bookings that are cancelled after 14 days from the date the booking is confirmed are non-refundable.

7.4 Any cancellation of photo bus hire bookings with less than 42 days from the date of the event will forfeit all monies paid.

7.5 Any costs incurred in advance of the booking (such as personalised photo album) will be deducted from any refund made.

## **8. Change of date/reschedule**

8.1 Dates may be rescheduled with six weeks notice – change of event dates will be accommodated subject to availability.

8.2 Where we are unable to accommodate a revised date, the booking will be cancelled – please refer to the cancellation clause above.

## **9. Space required for VW Bus photo booth set-up**

9.1 Gertie The Photo Bus requires space to operate and allowing guests to access the booth

9.2 The space available for set-up should be at least 4m wide by 4m long and 2.5m height clearance.

9.3 Access to the site should include height access of at least 2.4m.

9.4 The ground where the photo bus is to be set up should be solid and level.

9.5 If the space is inadequate and insufficient we reserve the right to proceed with the cancellation policy above.

9.6 Parking costs incurred during the event or at any time Gertie The Photo Bus is on site is calculated as an additional cost and the Hirer's responsibility. We take no responsibility for time incurred and consequent delay of hire due to inadequate parking available.

## **10. Photo Booth power requirements**

10.1 Gertie The Photo Bus requires that there is a 240v electrical hook-up at the venue within 40 metres of the operating area. If no electrical hook-up is available we can supply a separate generator at additional cost – the requirement for a generator must be specified at the time of booking.

## **11. Indemnification**

11.1 J Maers will not be liable for failing to provide Gertie The Photo Bus service due to the occurrence of events beyond her reasonable control (e.g. severe weather conditions, traffic delays, breakdown of our vehicles, sickness or equipment failure). In all circumstances, the liability of J Maers is limited to an amount equal to the photo bus hire fee. Where only a partial service is provided, the amount of the hire fee will be refunded on a pro rata basis. We will do everything reasonably possible to avoid such an outcome and will liaise with you throughout to keep you informed.

11.2 J Maers will not be liable for indirect or consequential damages.

11.3 The photo booth will be operational for a minimum of 85% during this period; occasionally, operations may need to be interrupted for maintenance of the photo booth (adjusting camera, lighting, printer replenishment etc).

11.4 Equipment fault(s) that may arise outside of the 85% operational period during the event will be rectified as soon as possible and loss of time will be compensated on a pro rata basis based on the amount of service received.

11.5 In the event of the images being corrupt, lost or stolen, or the printer failing, J Maers will compensate up to a total value of 25% of the hire fee.

## **12. Damage to equipment**

12.1 The Hirer is responsible for loss, theft or damage of all Gertie The Photo Bus equipment including props.

12.2 Any repairs resulting from damage of the equipment during the hire period will be transferred onto the client.

12.3 J Maers reserves the right to replace any equipment on the day of hire to fulfil the contractual agreement without prior notification.

12.4 No food or drinks are allowed inside the photo bus.

12.5 We operate a strict no smoking policy in our photo bus.

12.6 J Maers also reserves the right to withdraw from the event if they believe the guests are compromising health and safety regulations or in any shape or form (including guests endangering themselves, others or the safety of hired equipment). As a result no refund will be given.

12.7 J Maers reserves the right to refuse guests to participate in the photo booth if the booth operator feels that they are too unruly or too intoxicated.

12.8 In any instances where J Maers feels there is a need to terminate the hire early, we will always try to speak with the Hirer first to attempt to resolve the matter.

### **13. Venue details**

It is the Hirer's responsibility to ensure that all address details of the venue are correct including a full postcode. J Maers cannot be held responsible for any errors or delays resulting from incorrect or missing address details.