

These are the Terms & Conditions for booking a photo booth.

1. Definitions

M J Borgomastro and Z B Pante Trading as Luxe Photoboosts and any employees

Client: The person, organisation, company or other body which is hiring the goods as specified on the Booking Form.

Event date: The time and date of the event, confirmed by Luxe Photoboosts and noted on the Booking Form.

Booking Form: The form signed by, or on behalf of, the client and Luxe Photoboosts specifying details of the booking.

Day: A calendar day, unless specified otherwise.

2. Booking confirmation

2.1. A booking is not confirmed until the client returns a Booking Form, pays any costs as outlined under 'Payments' in these terms and conditions, and receives confirmation of the booking from Luxe Photoboosts.

3. Payments

3.1. A non-refundable deposit of \$300 of the booking cost is payable upon booking. The booking is not confirmed until the deposit is received by Luxe Photoboosts. Payable By Cash, BSB Transfer, Credit Card or Paypal. Please note surcharge will apply to Credit Card and Paypal payments.

3.2. The balance of the booking cost is payable 14 days before the client's event.

3.3. If the balance of the booking cost is not received more than 14 days before the event date, the booking will be cancelled and the client will forfeit the deposit.

3.4. If the client requests use of Luxe Photoboosts services in excess of the time noted on the Booking Agreement, this will be billed at \$150 for each additional hour or part-hour.

4. Access, space & power requirements

4.1. The client shall ensure a safe and appropriate environment is provided for Luxe Photoboosts to operate its equipment.

4.2. The client must ensure:

a space of 3m x 3m or more

access to 240v power within 10m of Luxe Photoboosts equipment

all doorways and access paths are at least 80cm wide

if an outdoor event, an undercover area if any chance of poor weather

4.3. A survey of the event location may be required if Luxe is not satisfied that a suitable location will be provided. This survey may incur an additional fee of \$50.

4.4. 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.

5. Changes & cancellations

5.1. Requests for changes of the event date must be made at least 30 days before the original event date. A date change is subject to availability and receipt of a new Booking Form.

5.2. All cancellations will result in the client forfeiting the deposit, however if Luxe Photoboosts 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.

5.3. Cancellations made within 30 days of the event date will result in the client forfeiting all payments made to Luxe Photoboosts, with the exception of the bond which will be returned to the client within 5 business days after the date of cancellation.

5.4. Luxe Photoboosts can cancel any booking at any time. If Luxe Photoboosts decides to cancel a booking, all payments made will be refunded to the Client.

6. Damage to equipment

6.1. In order to prevent damage to equipment, Luxe Photoboosts reserves the right to deny service to any person.

6.2. If circumstances arise where a threat or implied threat of harm, damage or violence to Luxe Photoboosts staff or equipment, Luxe Photoboosts reserves the right to cease providing services. If the client is able to resolve the threatening situation within 20 minutes, Luxe Photoboosts will resume services. If the situation is unable to be resolved, Luxe Photoboosts will not resume providing service and the client will receive no refund of booking cost.

6.3. Any damage to Luxe Photoboosts 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 to be deducted from the client's bond. The client is liable for extra costs if the cost to repair/replace is more than the bond,

7. Use of images

7.1. The client gives permission for all photos taken during the event to be used on Luxe Photoboosts website and other promotional material.

8. Indemnification

8.1. Luxe Photoboosts will not be held responsible for any circumstances outside their control. This includes, but is not limited to, fire, riot, civil commotion, accidents, acts of nature and equipment failure. If such circumstances arise, all reasonable efforts will be made by Luxe Photoboosts to provide service or find a suitable replacement service. If this is not possible, the client will receive a refund of all payments received by Luxe Photoboosts for the booking.

8.2. The client agrees that in all circumstances, Luxe Photoboosts liability is limited to an amount equal to the booking cost and not be liable for indirect or consequential damages.

9. Attendants

9.1 Attendants are to be provided with a supplier meal at all functions of 4 hours or more to the same standard as the guests of the function