



Terms and Conditions of Booth Chic Brisbane Bookings

Payment of any and all monies towards the booking as outlined on the invoice sent by Booth Chic Brisbane, and signing of this agreement, indicates complete understanding of and acceptance by the hirer or their agent to the following terms and conditions.

Cancellation/Postponement

COVID-19

If a booking date needs to be postponed by hirer or their agent, or Booth Chic Brisbane, due to reasons relating to the pandemic, such as border closure, venue closure, guest number restrictions or illness of the couple, a complimentary postponement of the date will be extended to the hirer or their agent, any fees paid towards the booking will be held by Booth Chic Brisbane, to be honoured for the new date. If the new date is a date which is not able to be facilitated by Booth Chic Brisbane, a refund of all monies minus \$150 administration fee will be made to the hirer or their agent.

**A note about COVID-19 Postponements/Cancellations*

If there has been no change in government regulations regarding COVID-19 in the time between the booking being made and the date of the Event, the normal Cancellation/Postponement Terms and Conditions apply (please see below).

OTHER POSTPONEMENTS/CANCELLATIONS

If a booking date needs to be moved by the hirer or their agent, or your Booth Chic Brisbane attendant is unable to attend the booked event due to the closure of the venue for any reason, more than 30 days prior to the booked date, no fee will be charged if the hirer chooses to postpone the booking. In the event that the venue is closed for any reason, and the booking at that venue therefore needs to be cancelled, if the hirer chooses to cancel the booking completely with Booth Chic Brisbane, the 50% non-refundable Booking Fee will be retained by Booth Chic Brisbane, with any remaining balance paid refunded to the hirer.

If a cancellation is made by the hirer for any reason other than the closure of the booking venue, more than 30 days prior to the booking date, the 50% non-refundable Booking Fee will be retained by Booth Chic Brisbane, with any remaining balance paid refunded to the hirer.

If a cancellation is made by the hirer for any reason other than the closure of the booking venue, between 15 and 30 days prior to the booking date, the 50% non-refundable Booking Fee, and 25% of the Balance Fee will be retained by Booth Chic Brisbane, with remaining monies paid refunded to the hirer.

If a cancellation is made by the hirer for any reason other than the closure of the booking venue, between 0 and 15 days prior to the booking date, 100% of the Total Fee will be retained by Booth Chic Brisbane.

If a hirer wishes to move a booking to another date it will be at the discretion of Booth Chic Brisbane as to whether this is a viable option, on a case by case basis. In most cases a postponement can be arranged, however if management deems the postponement to be unviable, the booking will be deemed as cancelled and the above cancellation terms will apply.

If Booth Chic Brisbane has not received the final payment by 14 days prior to the event, it will be assumed that the hirer has cancelled the booking, and all monies paid to date will be forfeited, unless both parties have made a prior mutually-agreed-upon arrangement, in writing, concerning the late payment.

Payments

For bookings further than 6 weeks away, a 50% non-refundable Booking Fee is required in order to confirm the booking, along with the signed Service Agreement. This is to be paid within 3 days of the client's receipt of the invoice, with the remaining balance due 60 days prior to the booking date. For bookings within 60 days, the entire fee is payable upon receipt of the invoice in order to confirm the booking.

Invoices will be generated and e-mailed to you.

Venue, Access and Location

It is your responsibility to ensure you have provided the venue's contact information, address, name, and postcode for our attendants to find you. We also require that the venue allows reasonable access for loading, and suitable parking once the booth and equipment has been unloaded. If parking for loading is restricted you will be liable for any fines that occur as a result and or time used seeking a suitable location. We cannot be held responsible for any errors or delays resulting from incorrect or missing address details.

We require the following space allocation for your Photo Booth: 4m L (along a wall) x 3m W (space in front of the wall, up to the Booth) x 2.3m H (height of our backdrops).

Force Majeure

Booth Chic Brisbane will not be liable for failing to deliver the agreed upon booking in the occurrence of any event beyond our reasonable control. This includes, but is not limited to: labour disturbance; fire; threatened or actual act of terrorism; natural disaster; extreme weather events (including, but not limited to flooding, cyclones, or earthquakes which prevent the Booth Chic Brisbane attendant from attending the venue or performing his/her/their duties whilst at the venue); war.

Booth Chic Brisbane will not be held liable for failure to attend and/or complete a booked event if the venue has closed prior to, or during, said event. This includes cancellation of a booked event by the venue and/or cancellation of a booked event due to closure of the venue by other parties or Government authorities, representatives or bodies.

Failure to Complete Booking

Utmost professional care will be taken by Booth Chic Brisbane to ensure delivery and execution of the booked package. In the unlikely event that, during the normal course of events, equipment failure prevents this from being possible, liability will be limited to a partial or total refund of monies paid and will be dependent on our deliberation of the unique circumstances in question and/or the amount/time that the booking was successfully fulfilled.

Booth Chic Brisbane cannot be held liable in any way if equipment's or accessories' failure or damage (including electrical, water or other liquid damage) is due to any negligence, any act or fault on the part of any venue, venue staff, client, client guest or any other person using the Booth Chic Brisbane area without the consent of the attendant, and said negligence, act or fault, whether wilful or accidental, prevents the successful completion of the agreed booking.

Staff Meals – Booth Bookings

A vegan meal will be required for the Booth Chic Brisbane Attendant for every 3 hours of the booking time and is to be made available to the Attendant at an appropriate time. For bookings of 200 guests or more, 2 attendants will be provided and each will require a meal.

Delivery

Delivery, set up and removal of the Photo Booth is free of charge and occurs outside the booking period.

Set Up/Pack Down

Our attendant will arrive to set up between 60 and 90 minutes prior to the hire period is due to commence. If you require the booth to be set up earlier an idle time charge applies. It is your responsibility to ensure that the venue has agreed for us to be in attendance at their venue and at the agreed time. This also includes ensuring that there is access to enter the venue and enough space with a power socket within 2 metres of where the services are to be. If there is insufficient space for us to set up, and we are unable to do so upon arriving at the venue, and therefore cannot perform the service, you will still be charged the full hire amount.

It is your responsibility to inform us of any circumstances that may make setting up take longer, these may include but are not exhaustive to; loading in required to go up stairs, a long distance from unloading area to set-up area, restricted access. If we are not aware of these and the set-up takes longer than normal, your hire period may be intruded into.

Our Attendant will require to pack down immediately after the booking time has ended, and will do this quickly, quietly and professionally. If the Attendant is required to wait for any amount of time to pack down, the hirer should notify Booth Chic Brisbane in writing prior to the booking date, and the "Idle" rate will be payable by the hirer for this time (please see "Booking Extensions" below). Any changes to pack down time made on the day of the event will incur the normal Booking Extension fee, to be payable in cash on the day. If this fee is not able to be paid in cash on the day, the Attendant will pack down immediately after the booking time finishes.

Parking

Any parking fees assigned to the Booth Chic Brisbane Attendant's vehicle during the course of delivering the Photo Booth, remaining at the venue to operate the Photo Booth, and removing the Photo Booth at the end of the booking are to be covered by the hirer.

Attendant

An official Booth Chic Brisbane Attendant will remain with the Photo Booth for the duration of the booking time. A "Booth Closed" sign will be displayed during the Attendants' toilet breaks, and these will be swift and will occur at an appropriate time during event proceedings.

Hire

The complete details and inclusions of your package will be sent to the hirer as the Service Agreement by Booth Chic Brisbane in accompaniment to the Booking Fee Invoice at the time of the booking being made. Any changes the hirer needs to make to the Booking Agreement must be made in writing to Booth Chic Brisbane at the hirer's earliest convenience and will be accepted and updated in the Booking Agreement only if it is reasonable to do so, at the discretion of Booth Chic Brisbane.

Guest numbers

For bookings with groups of 200 guests and over, an additional attendant will be required. This attendant will attract a fee of \$50/booked hour (ie. For a 5 hour booking for a group with 400 guests, the extra attendants' fee will be \$250). This additional fee will be quoted in line with guest numbers indicated by the client at the time of enquiry.

Booth Chic Brisbane base hire pricing includes printing for up to 100 guests. Guest numbers above 100 will incur an additional charge of \$75/50 additional guests. At the time of quoting, it is the responsibility of the hirer to ensure that accurate guest numbers are disclosed. In the event that the Booth Chic Brisbane attendant becomes aware that there are more guests than were confirmed in the booking, the Booth Chic Brisbane attendant will alert the hirer to this and close the Photo Booth. It is then the decision of the hirer whether to pay the additional fee due, by cash, prior to the Photo Booth being reopened, or to end the booking. If the hirer chooses to pay the additional fee by cash to the Booth Chic Brisbane attendant, the attendant will communicate this to Booth Chic Brisbane management who will send a "PAID" invoice to the hirer on the next business day reflecting that this transaction has taken place. If the hirer chooses to end the booking, the Booth Chic Brisbane attendant will begin packing down the Photo Booth and leave the Event, with no refund payable to the hirer. Once the Booth Chic Brisbane attendant has commenced packing down the Photo Booth, the client is unable to change his/her mind.

Security Statement

BOOTH CHIC BRISBANE clients have the option to pay by direct deposit. All options will be available on the invoice sent by BOOTH CHIC BRISBANE. Please note that the BOOTH CHIC BRISBANE banking details should not change at any time. If you receive any emails claiming to represent BOOTH CHIC BRISBANE, listing any changes to our banking details, please contact us by phone before making any payments. BOOTH CHIC BRISBANE will not be held liable for payments made to the wrong location.

Our Requirements

One stool or chair (for your Attendant). If you've upgraded to include a Guest Book, we will also require a tall dry bar table to place the Guest Book, pens and glue onto, for ease of your Guests.

A clean, flat, dry, smoke-free area of approximately 2.3m (H) x 4m (L – along a wall) x 3m (D – space between the wall and the Photo Booth). This includes space for the Prop table and Guest book table. If space is an issue, we can bring a smaller props table and will only require 2.3m (H) x 2.4m (L – along a wall) x 3m (D – space between the wall and the Booth).

One normal power point outlet within 10m of where the Photo Booth is to be located.

Photo Booth Required to be Outside

The Photo Booth and Attendant will require sufficient protection from the elements, in the same manner as the guests. This means a sufficient opaque overhead and side cover on AT LEAST two sides in order to afford protection from rain, humidity, wind and/or sunlight. It is the hirer's responsibility to ensure their venue function co-ordinator or private function co-ordinator is made aware of these requirements and can accommodate them.

In the event that our Attendant arrives at a venue that does not have these provisions in place, it is at the discretion of the attendant whether or not to proceed with the booking. If the booking is cancelled due to insufficient space, unsafe space or unprotected space, there will be no refund payable to the hirer.

Workplace Health and Safety Requirements

The following is a list of our safety precautions and Photo Booth rules:

No food, drinks, cigarettes or e-cigarettes are to be brought into the Photo Booth area (this includes the Props and Guest book tables).

No chairs or other objects to be used to stand on are to be brought into the Photo Booth area.

Guests are not permitted to lift up other guests, piggy back, hand stand, or perform any other gymnastics in and around the Photo Booth area.

Children under the age of 10 must be accompanied by an adult when selecting Props and attending the Photo Booth area.

Props are not to be placed on the floor or removed from the Photo Booth area at any time.

NB. There will be tables on either side of the Photo Booth where guests will be able to place items.

Guests are not permitted to lean against the backdrop at any time. It is not solid and cannot support the weight of a person.

No Liability is accepted for:

Loss of or damage to property belonging to or travelling with the members of any group. For example watches, jewellery, cameras or clothing.

Personal injury or death of any participants however caused unless by proven negligence of Booth Chic Brisbane

Termination of Hire

Booth Chic Brisbane will not tolerate any abuse or threatening behaviour to our employees. If this occurs, Booth Chic Brisbane retain the right to terminate the hire, with no refund payable for hire time that has been cut short. We are providing a professional service and it is expected that our staff be treated with the respect they deserve.

Booth Chic Brisbane also retain the right to terminate a hire if they feel that any equipment or property belonging to Booth Chic Brisbane is in danger of being damaged or has been damaged due to unruly behaviour from the hirer or their guests. We also reserve the right to refuse guests to participate in the activities if we feel they are too unruly.

In any instances where we feel there is a need to terminate the hire we will attempt to speak with the hirer or the hosting venue first, if possible to try to resolve the matter before termination.

You will be fully responsible for any damages caused by you or any other attendees at the event to the booth or booth equipment howsoever caused, with the sole exclusion of Booth Chic Brisbane staff.

In the event of any damages caused by those present to property or equipment in use by Booth Chic Brisbane, you will be charged the full replacement cost and are liable to pay any cost involved in termination of future events due to sourcing replacements.

Any damages must be reported to a member of the Booth Chic Brisbane staff immediately.

Props

We will supply the Props pack as agreed upon during the booking process. All Props will be clean, neat and as-new when presented at the booking time. In the event that our Attendant considers any Props are being damaged, mistreated or continually removed from the Photo Booth area, we reserve the right for our Attendant to remove or withhold all or certain props from being used.

Children under the age of 10 must be accompanied by an adult when selecting Props and attending the Photo Booth area.

Damage to Backdrops and/or Props

Any damage to our Props will incur a fee of \$10 each Prop to be paid by the client after the Event. The damage will be itemised in an invoice and sent to the client at the conclusion of the event. Photos of the damaged Prop/s will accompany this invoice.

Any damage to our Backdrops, including but not limited to: mud marks; wine marks; any other beverage or food marks; holes incurred by leaning on the Backdrop, and; marks made by children or animals will incur a replacement fee of \$350 to be paid by the client after the Event. The damage will be itemised in an invoice and sent to the client at the conclusion of the event. Photos of the damaged Prop/s will accompany this invoice.

Use of Images/Privacy – Booth Bookings

When hiring a Photo Booth from Booth Chic Brisbane, the hirer agrees for images captured at the event to be used by Booth Chic Brisbane for any and all marketing and advertising purposes. If the hirer does not wish this to happen, they must advise Booth Chic Brisbane of this, in writing, before the Event date.

Booth Chic Brisbane will not use images which are deemed to be unsuitable or inappropriate for any marketing or advertising purposes. We will also not use any content that we consider may be personally damaging to any person(s).

Booth Chic Brisbane will not sell your personal details to any third party and will take all reasonable measures to ensure that your personal details remain confidential.

Travel

A travel surcharge of \$2/km is applied to any Event located more than 30kms away from Brisbane CBD. This fee is inclusive of travel to the Event and back to Brisbane CBD after the Event. Please see the table below for clarification. This surcharge will be agreed upon at the time of the booking and included in the invoice price.

Distance of Event from Brisbane CBD	Additional travel fee
Within 30kms	Complimentary
Over 30kms	\$2/km

Booking Extensions

Should the hirer or their representative decide to extend the booking time during the course of the Event, the extended rate will be \$75/half hour, payable to the Attendant at the beginning of the extended time as a cash payment. Under no circumstances will the Attendant agree to extend the booking time with the promise of payment by the hirer, client, client representative or guest after the Event date. If a cash payment is not able to be made on the night, the Attendant will not extend the booking.

The rate of \$75/half hour will also be payable by the hirer in the event of wishing to extend the booked time on the day of the Event, before the booking time commences. If the hirer wishes to do this they should ask the Attendant who will contact Booth Chic Brisbane administration to arrange for an invoice to be made for the additional time. This invoice must be paid prior to the booking commencement. In the event that the extension invoice is not paid, the Attendant will revert to the original booking time and pack down the Photo Booth at the end of the original booking time.

The "Idle" rate of \$50/hour will be payable by the hirer in the event of the agreed upon booking start time being pushed back due to any delay on the night. For example, if the agreed upon booking start time is 6pm and the hirer wishes to push the booking start time back to 6:45pm, a fee of \$50 will be payable by the hirer. Also, in the event that the Booth Chic Brisbane Attendant is required to wait for any period to pack down after the booking has ended, the hirer should notify Booth Chic Brisbane in writing prior to the event date, and the "Idle" rate mentioned above is applicable.

Delays

Utmost professional care will be taken by Booth Chic Brisbane to ensure delivery and execution of the booked package at the agreed upon time. Booth Chic Brisbane cannot be held responsible for unforeseen delays at the venue which are out of our control.

Miscellaneous

The Booth Chic Brisbane Attendant may pause or terminate the use of the Photo Booth at any time during the Event if they consider the guest/s is/are behaving in a way that the Attendant believes to be dangerous to themselves or any persons, or potential or actually damaging to the product. Further to this, the Booth Chic Brisbane Attendant reserves the right to exclude a person to persons from the Photo Booth if the Attendant considers that person to be grossly intoxicated or behaving in an aggressive or abusive manner towards the Photo Booth Attendant, or behaving in a manner that the Photo Booth attendant considers may damage Booth Chic Brisbane property.