

# Blue's Booth

## Terms and Conditions



These Terms and Conditions apply to your hire, unless otherwise agreed by both parties, and documented.

In this document, the hiring client is referred to as 'the hiring client' or 'you', and Blue's Booth is 'Blue's Booth' or 'we'.

**You must read and agree to these Terms and Conditions of hire.**

We require a **50% non-refundable deposit** to confirm your booking.

**By paying the 50% deposit you are confirming your booking with Blue's Booth, and accepting the Terms and Conditions of hire.**

### Costs and payment

All prices are agreed at the time of booking.

**Package fees:** Prices will be confirmed at the time of booking. 50% of this total must be paid to confirm your booking. Until the non-refundable deposit is received, the date / booking will not be confirmed. The balance (minus the 50% deposit) must be paid in full at least two weeks prior to the event.

**Travel costs:** These apply if the event is more than 40km from Christchurch CBD and costs (if any) will be confirmed and paid in full at the time of booking.

**Additional services, products or other extras:** You may wish to add additional services and extras to your package, or purchase products. These will be agreed at the time of booking, and must be paid in full at the time of booking.

**Payment:** Bank deposit and cash are the only acceptable methods of payment.

Failure to pay the balance two weeks prior to the event will result in cancellation - see cancellation conditions below.

### Last minute booking costs and payment

If your booking is within seven days of the event, the full amount must be paid within 48 hours of booking. This full amount is non-refundable.

### Cancellation of services or changes

#### **Cancellation at least 30 days prior to the event**

Cancellations must be made in writing to [bluesbooth@outlook.com](mailto:bluesbooth@outlook.com).

You may cancel a booking up to 30 days before the date of event by sending written notice to Blue's Booth.

**Package costs:** Blue's Booth will reimburse any package costs (less the non-refundable deposit). Package costs 50% paid to confirm booking (non-refundable) 50% paid at least two weeks prior to the event. Travel costs Paid in full at the time of booking. Additional products, services or other extras Paid in full at the time of booking (non-refundable)

**Travel and accommodation costs:** Blue's Booth will refund any travel costs not yet incurred. Blue's Booth will consider whether or not to refund any accommodation costs or other outlays, depending on the circumstances.

**Additional products, services or other extras:** Blue's Booth will consider whether or not to refund any payments for additional products, services or other extras, depending on

outlays and circumstances. For example, where personalised products have already been purchased or manufactured, Blue's Booth will not be able to offer any refund.

#### ***Cancellation within seven days of the event***

If a cancellation is within seven days of the event, no refund will be given. Cancellations must be made in writing to [bluesbooth@outlook.com](mailto:bluesbooth@outlook.com).

#### ***Changes to the event date, location or hire period***

Any request for changes to the event date, location or hire period must be made in writing to [bluesbooth@outlook.com](mailto:bluesbooth@outlook.com) at least 14 days prior to the event.

The hiring client may seek to change the event date, but any agreement by Blue's Booth is at Blue's Booth's discretion and is subject to Blue's Booth's availability and agreement.

If there is no availability or agreement for the alternative date, the deposit shall be forfeited, and the booking cancelled.

## Conditions - due care

An adult must accompany and assist any children wanting to use the Photo Booth.

## What Blue's Booth needs to set-up

**Venue agreement:** It is the hiring client's responsibility to consult with the venue and to provide confirmation of the arrangement to Blue's Booth. You need to obtain permission for Blue's Booth to set up on the premises, agreement on the location where Blue's Booth will set up and operate, and the venue needs to agree to provide power to Blue's Booth.

**Entrance and exit:** Blue's Booth needs clear access within the venue property to and from the set-up area before and after the hire period, to avoid delays or an additional idle charge. This enables Blue's Booth to arrive and depart unimpeded by barriers and obstacles.

**Set-up and pack-up:** Blue's booth will arrive **at least 30 minutes before the scheduled hire period** is due to commence. Blue's Booth will need at least 30 minutes to pack-up after the scheduled hire period. If you require Blue's Booth to set-up earlier than this, then an idle charge will apply. This will be agreed at the time of booking.

**Space:** Blue's Booth needs adequate space to set up. This needs to be approximately **6 metres long, by 3.5 metres wide, with 2.2 metre clearance above**. Blue's Booth needs confirmation of the set-up location at the time of booking from the hiring client (and confirmation from the venue).

**Power source:** Blue's Booth needs a power source to operate. The agreed location should ideally be within 20 metres a power source (other arrangements are possible, and we are happy to discuss at the time of booking). The power source must be a standard **240v power point**.

**Meet on arrival:** You need to organise for **someone associated with event to meet Blue's Booth on arrival** and confirm arrangements and the set-up on site (location and power).

## Delays or failures

### Equipment failure

The operation of the Photo Booth may need to be briefly interrupted for paper changes or due to technical problems.

Blue's Booth will have the Photo Booth operational for a minimum of 80% of the hire period.

If Blue's Booth is not operational for 80% of the hire period, Blue's Booth shall refund the Package Costs according to the time that the Booth is not operational, and in proportion to the amount paid for the total hours of hire.

### Events beyond Blue's Booth's control

Blue's Booth will not be held liable for events beyond our control, such as adverse weather

conditions, service outages, natural disasters, unforeseen circumstances, or failure of an essential service provided by the venue (eg power).

#### Delays due to venue access or event timing

If Blue's Booth is late due to poor access to the venue, event congestion, not being allowed access due to the venue, the event running late, or other circumstances, we will set-up as soon as we have access, and will finish at the scheduled hire end time (regardless of duration).

If Blue's Booth is set-up and ready to operate, and the event is delayed due, Blue's Booth will finish at the scheduled hire end time (regardless of duration).

For example, if the hire period is 2pm until 5pm (3hrs), and either of the above situations occurs, Blues Booth will finish at 5pm, even though it has not operated for the duration (3hrs).

If possible, Blue's Booth may extend the hire period. This will be subject to additional costs. These will be discussed at time, depending on circumstances and availability, and must be paid immediately by bank transfer.

#### Delays due to unforeseen circumstances

If Blue's Booth is late due to mechanical breakdown, severe traffic delays, traffic accidents or for other unforeseen circumstances, we are happy to extend the hire to makeup for the late arrival.

If this is not possible, Blue's Booth shall refund according to the time that the Booth is not operational, and in proportion to the amount paid for the total hours of hire.

We will, however, try our utmost to get to your event as soon as we can and will endeavour to keep in contact.

#### Weather impacts

Blue's Booth is designed for indoor and outdoor use.

Blue's Booth can be used outside in fine conditions, but if weather conditions are not suitable (eg strong winds or wet weather), then an alternative sheltered or covered location needs to be arranged and we will do our best to work with you to find a solution. Blue's Booth will not compromise the safety of guests, or jeopardise Blue's Booth and its equipment due to unsuitable or dangerous weather.

Blue's Booth cannot be held responsible for weather that forces the termination of the operation of Blue's Booth, including strong winds, rain, hail, power outages, or snow.

Blue's Booth will work with you to try to find a solution if weather impacts the operation of Blue's Booth. However, if alternate arrangements cannot be agreed all monies will be forfeited.

#### Weather impacts on Blue's Booth's access to the venue

If the weather is fine, but previous weather has made the venue, or access to the venue, muddy or otherwise difficult, Blue's Booth will try to find a solution, but may refuse to enter, if, in the opinion of Blue's Booth, access is likely to cause the Kombi to get stuck, or it is dangerous. If alternate arrangements cannot be agreed. all monies will be forfeited.

### Loss, damages or termination

Blue's Booth reserves the right to suspend or terminate any hire due to damaging, dangerous or abusive behaviour, and to protect staff or equipment.

Blue's Booth will seek to talk to you or a contact person to resolve the matter, where possible.

The hiring client is responsible for any damage or loss caused by you or any of your guests, or other people attending the event. Regardless of the degree of damage (and irrespective of age or condition), you will be liable for all repair, reinstatement or replacement costs.

**Loss, damage or theft of props:** Blue's Booth will not accept any damage, loss or theft of props. All props must be in good order at the end of the event, otherwise a charge may apply.

**Cleaning costs:** If Booth's Booth needs to be cleaned after an event due to accident or misuse (such as drink spillage or vomit), a charge may apply.

**Loss or damage to equipment:** You are liable for any damage to the Kombi and any part of it, including the Photo Booth and its electronic equipment, and any subsequent repair, replacement or reinstatement, or, where applicable, for any excesses associated with any insurance claim relating to the same.

**Abusive, threatening or dangerous behaviour:** Blue's Booth will not accept any abusive, threatening or dangerous behaviour towards any of our staff, Kombi, Photo Booth or electronic equipment. Blue's Booth reserves the right to terminate the hire immediately due to any abusive, threatening or dangerous behaviour.

## Use of images for marketing and advertising

Unless mutually agreed in writing, acceptance of these terms and conditions grants Blue's Booth irrevocable right and license (including, without limitation, an intellectual property licence) to use and publish (for the purposes of marketing and advertising) all images produced during the use of Blue's Booth.

Blue's Booth will not publish images deemed unsuitable or personally damaging to any persons.

## Blue's Booth personalised products

Blue's Booth take pride in all personalised products (such as photo albums). On receiving our product(s) you have ten working days to report any faults or problems, or any issues due to shipping or handling.

Where reasonable, any faults during this period will be rectified by Blues Booth free of charge. Faults reported outside ten working days will be subject to costs.

Blue's Booth has no control over what guests write in photo albums being compiled during the event. Blue's Booth has no responsibility for such comments.

Any damage to photo albums caused by guests is not the responsibility of Blue's Booth.

## Limitation of liability

The liability of Blue's Booth to the hiring client is limited to the total cost of the booking agreement.

Blue's Booth will not be liable for failing to perform due to the occurrence of any event beyond our reasonable control.

This in no way affects general public liability insurance matters.

## Hiring client's liability

The hiring client is liable for any employees, agents, subcontractors, guests or others in relation to any damage or other insurance-related events relating to Blue's Booth while on the venue's property.

The hiring client is liable for any excesses associated with any insurance claim relating to repair, replacement or reinstatement of equipment due to damage caused while Blue's Booth is on the venue's property.

The hiring client must meet any shortfall in the repair, replacement or reinstatement of any equipment following payment of any amount received under insurance, including any loss suffered by Blue's Booth as a result of not being able to proceed with any subsequent events and bookings.

## Insurance

Blue's Booth carries public liability insurance.

Blue's Booth recommends that separate "event" insurance be considered to cover against any unforeseen incidents, including all relevant matters set out in this document.

## Disclaimer

The hiring client agrees and fully indemnifies Blue's Booth for and against all claims. The hiring client hereby acknowledges and agrees that Blue's Booth will in no way accept responsibility or be held accountable for any injury, death or loss of income caused by the hiring client, or any third parties, or any damage to property caused by the hiring client, or any third parties.

## Blue's Booth's General Dimensions

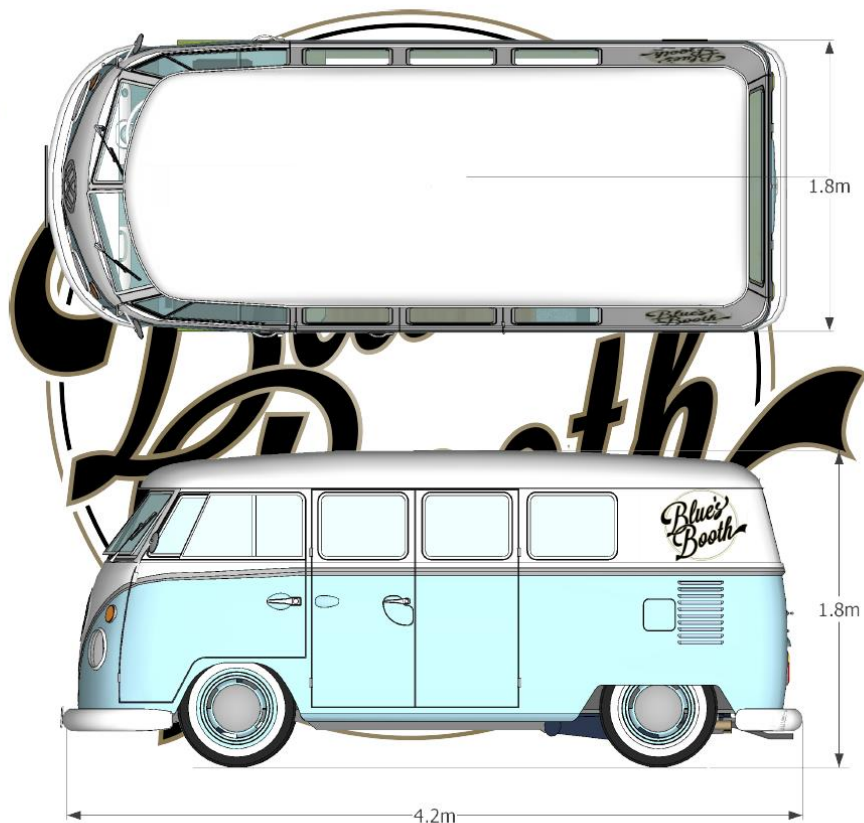
Blue's Booth have created this drawing to assist you in the planning of your event.

Please refer to these dimensions when determining access for Blue's Booth at your next event. The dimensions supplied reflect minimum requirements and are a guide only, other factors such as turning circle of the vehicle may also need to be considered when determining vehicle access.

If you have any questions regarding Blue please contact Blue's Booth using the supplied details below.



ph: 0276333319  
bluesbooth@outlook.com  
www.bluesbooth.co.nz



## Blue's Booth's Operational Dimensions

Blue's Booth have created this drawing to assist you in the planning of your event.

The grass box indicates the area required for Blue's Booth to operate safely & efficiently, & is provided as a guide only. Layouts can be altered if required.

Please refer to these dimensions when determining access for Blue's Booth at your event. The dimensions supplied reflect minimum requirements and are a guide only, other factors such as turning circle of the vehicle may also need to be considered when determining vehicle access.

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