

TERMS & CONDITIONS

A number of words are used in these Terms & Conditions which have special meanings. Where this is the case the relevant words as defined begin with a capital letter. The meanings of these specially defined words and other guides to understanding these Terms & Conditions can be found at the end of this document.

SERVICES:

1. The Client, pursuant to the Contract engages the IBL to provide the Services to the Client and IBL agrees to provide the Services for the Client on the Event Date upon the terms and subject to the Terms & Conditions of the Contract.
2. All proposals made, quotations given, instructions accepted and contracts entered into by IBL with any person representing the Client including the Bride/Groom, for the supply of the Services are subject to these Terms & Conditions. This excludes any other terms and conditions, verbal notice or declaration which the Client accepts or purports to accept.
3. All Bookings are only considered as confirmed Bookings if a deposit is received by IBL, and the remaining balance specified in the Booking Confirmation has been received by IBL in cleared funds 10 days prior to the Event Date, unless stated differently in clients contract.
4. The Services shall insofar as is reasonably practicable be provided in accordance with the specification (if any) set out in the Service Specification Sheet but subject to these Terms & Conditions.
5. Unless otherwise agreed by the parties in writing, the Client shall at its own expense supply IBL with all necessary Documents or other materials, and all necessary data or other information relating to the Services, within 10 days before the Event Date to enable IBL to provide the Services in accordance with the Contract.
6. The Client shall afford to IBL all reasonable co-operation in all matters relating to the performance of IBL obligations under the Contract.
7. Throughout the Term of the Contract the Client shall update IBL on any information which directly or indirectly affects the Service Specification.
8. IBL does not warrant, guarantee or undertake on behalf of any third party supplier or service provider that access to any facilities or any products or services will be uninterrupted or of any particular level of availability or quality.
9. IBL does not warrant, guarantee or undertake on behalf of any third party supplier or service provider that the said provider shall attend the Event Date and perform, or carry out the third party service.
10. Any damage caused by the Client or any guests at the Event Date to IBL Material or IBL property will result in the Client being liable.
11. User policy – clients may use images taken in the photobooths. IBL are authorized to use any image taken in our photobooth or photopod at any event as an image on our website, flyer or any other promotional service.

CHARGES:

1. All bookings are made by appointment only which specifically means all pre-bookings are confirmed by a payment of 150.00GBP to IBL (unless stated differently in clients contract). All deposits are non refundable.
2. Subject to any special terms agreed in writing by the parties, the Client (and any representatives of the Client including the Bride/Groom all joint and severally) shall pay and are liable to pay the Deposit and Charges and any expenses together with such additional sums which are agreed between IBL and the Client for the provision of the Services and any Additional Services.
3. All Charges and sums quoted payable by the Client under the Contract are inclusive of VAT.
4. A charge of 100.00GBP is chargeable to the client in the case of any food/drink spillages and or damage to the interior or exterior of any IBL product (Including sickness).
5. All overruns will be charged to the client at a rate of 50.00GBP which is payable to IBL each hour (each hour and prior to the commencement of the following hour)
6. The Deposit must be paid by the Client to secure the Booking.
7. The Deposit is inclusive of VAT and is specified in the Contract.
8. IBL receives in cleared funds of the Client Deposit confirms the Client's acceptance of all Terms & Conditions and details in the Contract and Service Specification Sheet being correct.
9. The remaining Charges and any additional sums payable shall be paid in full by the Client into such account as IBL shall reasonably instruct (without any set off or other deduction whether for withholding tax or otherwise) 10 days before the Event Date unless stated differently in clients contract.
10. The hirer will be responsible for any damage caused to the photo booth during the hirer's contracted hours.
11. If the Deposit and Charge payment is not made 10 days before the Event Date (not including the Event Date), IBL shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of Bank of England Plc from the date notice should have been given being the 7th date before the Event Date until the outstanding amount is paid in full unless stated differently in clients contract.
12. If in the event that a Booking is made in short notice, i.e. within 2 weeks before the Event Date, the Client agrees that the Deposit and Charges must be paid immediately. Failure to do so will result in an incomplete booking and IBL may rely on the usual Termination terms in section 9 below.
13. The Client shall be liable for costs incurred as a result of the Client's instructions or lack of instructions, the inaccuracy of any Client Material or any other cause attributable to the Client.
14. The Client shall reimburse IBL for all out of pocket expenses incurred by it in connection with the Services & Additional Services for the Client.
15. IBL will not be obliged to provide any Services unless the Deposit, Charges, all fees and disbursements due to it in relation to the provision of the Services are received in advance of the Event Date.
16. IBL shall be entitled to vary its standard Charges from time to time by giving not less than 7 days' written notice to the Client.
17. The hirer agrees to pay any over run charges to IBL not agreed at time of booking.
18. The hirer is responsible for all costs of repair determined by the company.

TERMS:

1. IBL will assume no responsibility for any delays as a result of any adverse weather, road closures, accidents, police incidents or any other factors that are out of IBL's control.
2. IBL will take no liability for any mechanical, electrical or material breakdown of the photo booth which may result in delays on the day of booking.
3. IBL and it's operator's reserve the right to refuse any persons under the influence of any alcohol or drugs or any behaviour deemed to be a threat to IBL, IBL employees or IBL property.
4. IBL confirm that upon completion of the Services all health and safety checks will be completed.
5. IBL will take no liability for the loss damage of any personnel belongings.
6. IBL reserve the right to make changes to the Service on the Event Date without notification if issues of health and safety arise, or if there is an issue with the venue with a view to provide a high quality finish.
7. The Client acknowledges and agrees to be responsible for the venue to have unimpeded access with less than 50 metres to the venue and to ensure that the entrance is clear of any obstacles that may cause any IBL vehicle damage. If this is not possible, then the Client acknowledges that there is a possibility of delays which IBL cannot be held responsible.
8. The Client agrees that any complaint about the Service that IBL has provided must be made on the Event Date or 24 hours from the arrival time set out in the Contract. Clients are encouraged to contact IBL management immediately by the contact details specified in the Contract. Any complaints after this time will not be considered.

MATERIALS:

1. The property, copyright and any other intellectual property rights in any IBL Material shall belong to IBL, subject only to the right of the Client to have the benefit of IBL Material during the Event Date.
2. The Client warrants that any Client Material and its use by IBL for the purpose of providing the Services will not infringe the copyright or other rights of any third party and the Client shall indemnify IBL against any loss, damages, costs, expenses or other claims arising from any such infringement.

CONFIDENTIAL INFORMATION:

1. The parties agree on the following terms not at any time during the time leading up to and the Event Date to divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the other party to this Contract.
2. All information (including, without limitation, the terms of the Contract, business and financial information, customer and vendor lists and pricing and sales information) disclosed by either of the parties ("the Disclosing Party") to the other party ("the Receiving Party") pursuant to the Contract shall be confidential. The Receiving Party shall maintain the confidentiality of all such information and shall not, without the prior written consent of the Disclosing Party (i) utilise the same, directly or indirectly, for its own business purposes or for any other purpose or (ii) disclose the same to any third party. This clause does not apply to any information in the public domain or which is required to be disclosed in respect of the provision of the Services by IBL, or pursuant to an order issued by a court of competent jurisdiction or applicable law or regulation or information which is disclosed by the Receiving Party to its professional advisors on a confidential basis.
3. The Client specifically undertakes at all times to keep confidential any IBL confidential information (including this document, the lists or specific customer details and information relating to IBL business or affairs) confidential and specifically not to disclose (whether or not for profit) such list or information to any competitor of IBL or any other person, firm or company engaged in similar activity during the Term and at any time following the date of expiry or termination of the Contract.

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TERMS & CONDITIONS

WARRANTIES & LIABILITIES:

1. IBL warrants to the Client that the Services will be provided using reasonable care and skill.
2. Except in respect of death or personal injury caused by IBL negligence, or as expressly provided in these Terms & Conditions IBL shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of anticipated savings, business revenues, or profits (whether categorised as direct or indirect) or any indirect, special or consequential loss (including losses arising from business interruption, wasted management time, loss of goodwill, data and all other such loss whether or not arising in the normal course of business), damages, costs, expenses or other claims (whether caused by the negligence of IBL, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client.
3. The entire liability of IBL to the Client under or in connection with the Contract shall not in any event exceed the amount of the Charges paid by the Client for the provision of the Services set out in the Contract.
4. The Client agrees to indemnify and keep IBL fully indemnified from and against any loss, claim or liability whatsoever incurred or suffered by IBL as a result of negligence or any default by the Client (or its employees, agents or representatives) of its obligations however arising in connection with the Services, together with expense, claim, loss or damage which IBL or any of its employees, agents, sub-contractors and other clients) may suffer due to the negligence or breach of the Client (or its employees, agents or subcontractors).
5. The Client agrees and acknowledges that the allocation of risk in this clause [6] is fair and reasonable in the circumstances having been taken into account in setting the level of the Charges.

FORCE MAJEURE:

1. IBL shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of IBL obligations under the Contract if the delay or failure was due to any circumstances or cause beyond IBL reasonable control.
2. Without prejudice to the generality of the foregoing, circumstances beyond IBL reasonable control shall include act of God, server crashes, virus attacks on equipment, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, damage, bad weather, software, power or equipment failure, strikes, lockouts or other industrial actions or trade disputes (whether involving employees of IBL or of a third party).

TERMINATION:

1. The Contract may only be terminated by IBL. Any termination of the Contract pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to under the Contract or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.
2. IBL reserves the right to cancel your booking if payment conditions are not upheld. Receipt of your booking Deposit confirms your acceptance of all Terms & Conditions and details.

ACKNOWLEDGEMENTS:

The Client agrees and irrevocably declares and acknowledges as follows:

1. IBL shall be entitled at its discretion to immediately terminate this Agreement and the provision of Services (or take all or any actions as are authorised under the Terms & Conditions) in the event that the Client becomes a prohibited person (under relevant law including without limitation, by reason of capacity, solvency, qualification, undischarged bankruptcy, criminal or civil prosecution, residency or international embargo or restriction) or engage in any unlawful business (under relevant law, including without limitation any illegal activity, IBL prohibited activities or activities not previously notified to or approved in writing by IBL).
2. Under no circumstances shall IBL and the IBL operator's be required to take any action which they consider unlawful or improper or which in their opinion may cause any of them to incur any personal liability and such refusal shall be without liability or breach of contract.

NOTICES:

1. Any notice or other communications to be given under the Contract shall be in writing and may be delivered by hand or sent by first class prepaid recorded delivery post or sent by facsimile transmission (or if the recipient is in another country by prepaid airmail) to IBL address as detailed in the Contract.
2. Communications shall be deemed to have been received, if delivered by hand at the time of delivery, if posted three (3) working days or (10 (ten) working days if prepaid airmail) after posting, and if sent by fax transmission, at the date of transmission. No telephone message or call will be accepted as a cancellation unless otherwise agreed by IBL.

GENERAL:

1. These Terms & Conditions (together with the terms set out in the Contract and Services Specification Sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other warranties terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
2. In the event of any conflict between the provisions of these Terms & Conditions and the Service Specification Sheet, these Terms & Conditions shall prevail. In the event of any conflict between the Contract provisions and these Terms & Conditions, the parties shall adopt the meaning which best gives commercial efficacy to the Contract having regard to IBL original intention.
3. IBL will take the best route possible for all journeys towards the location of the event, however the use of sat navs and where instructions have been misinterpreted IBL takes no responsibility for any delays caused.
4. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
5. The parties acknowledge and agree that the Contract shall not establish or constitute any relationship of partnership, joint venture, franchise or agency between the parties except as otherwise expressly provided or agreed and neither party shall have the power to bind the other without the other's prior written consent.
6. The Client shall not assign all or any of its rights or obligations under this Agreement without the written consent of IBL. References to the Client includes its personal representatives, permitted origins and successors in title. Each party warrants its power to enter into the Contract and has obtained all necessary approvals to do so.
7. Except as expressly provided (including in respect of indemnity), the parties do not intend any term of this Contract to create any rights or benefits to any other party other than the parties to the Contract or to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any third party which exists or is available apart from the Act.
8. If any provision of the Contract or these Terms & Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract or these Terms & Conditions and the remainder of the provision in question shall not be affected.
9. Reference to any statute or statutory provisions shall be deemed to include any statutory modifications or re-enactments thereof or any rules or regulations made thereunder or any enactment repealing and replacing the Act referred to.
10. Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and references to persons shall include bodies of persons whether corporate or incorporate.
11. Headings are inserted for convenience only and shall not affect the construction or interpretation of these Terms & Conditions.
12. English law shall apply to the Contract and these Terms & Conditions, and the parties submit to the jurisdiction of the English courts.
13. The Client for the exclusive benefit of IBL submits to the exclusive jurisdiction of the High Court of Justice in England and waives all rights to object to forum.
14. Nothing in this Agreement shall limit the right of IBL to take proceedings in any other court of competent jurisdiction or in more than one jurisdiction, whether concurrently or not.
15. The Client by this provision irrevocably appoints and authorises the person, firm or entity (if any) in the United Kingdom set out in the Contract to accept service on its behalf of all legal process and service on the entity shall be deemed good service on the Client.
16. It is IBL policy that only five persons may be in the photo booth at one time unless agreed with IBL employees at the event.
17. IBL will not allow any items to be thrown on or at the near of any IBL product, in this event the contract will be terminated immediately and the client will take responsibility of any damages caused as a result.

INTERPRETATION:

The following words and phrases shall have the following meanings unless the context requires otherwise:

- "IBL" – means iBooth London.
- "Services" - means the service specification and administration services to be provided by IBL for the Client and specifically set out in the Service Specification Sheet (and the Services shall include the Additional Services where the context admits).
- "Service Specification Sheet" the sheet setting out the agreed Services & Additional Services and attached to the Contract.
- "Charges" IBL charges are for the provision of the Services and unless otherwise expressly agreed with the Client and specified in the Contract as defined in the Booking Confirmation Form.
- "Booking" Acknowledgement by IBL that they are providing the Service to the Client.
- "IBL Material" any Documents, equipment or other materials, and any data or other information provided by IBL in connection with or relating to the Services including any targeted press or mailing list.
- "Contract" the contract for the provision of the Services to which these Terms & Conditions are appended and incorporated. This is the Booking Confirmation form.