

## FOTOGENIE – BOOKING TERMS & CONDITIONS

These Terms & Conditions form the agreement between **Fotogenie (we, us)** and the **Client (you)**

By paying a deposit or confirming a booking in writing, you agree to the following terms.

### 1. Booking & Confirmation

A booking is confirmed once we have received the agreed **non-refundable deposit** and issued written confirmation. The details confirmed (date, venue, service, times, price) form part of this contract.

### 2. Payment

- A non-refundable deposit (typically £50 unless stated otherwise) is required to secure the booking.
- The remaining balance must be paid **no later than 4 weeks prior to the event date**.
- For **last-minute bookings** (within 4 weeks of the event), **full payment may be required at the time of booking**.
- Payment is by bank transfer unless otherwise agreed in writing.
- Card payments are accepted subject to a 3% transaction fee.
- Failure to pay the balance by the due date may result in cancellation of the booking, with the deposit retained.

### 3. Cancellations by the Client

- All cancellations must be made **in writing**.
- Deposits are **non-refundable** under all circumstances.
- Cancellation charges are:
  - **Within 60 days** of the event: 50% of the total booking fee
  - **Within 30 days** of the event: 100% of the total booking fee

### 4. Venue Access & Facilities

The Client is responsible for ensuring:

- Safe and reasonable access for delivery, setup, and collection.
- Access distances and restrictions (e.g. stairs, long carries, lifts) are disclosed in advance.
- The Magic Mirror and Eva the Robot **cannot be moved up or down stairs**, and it is the Client's responsibility to confirm suitable access prior to booking. A suitable indoor area is provided unless agreed otherwise.
- A standard mains power supply is available for the duration of the hire.

If access or venue conditions differ significantly from what was agreed and prevent safe setup or operation, Fotogenie reserves the right to withdraw from the booking.

### 5. Setup, Operation & Supervision

- Once equipment is set up, it **must not be moved**.
- For **staffed services**, Fotogenie staff will operate the equipment during the agreed times.
- For **digital drop-off hires**, no on-site staff are provided and the **Client is responsible** for supervising the equipment during the hire period.
- Fotogenie reserves the right to pause or stop operation if guest behaviour or venue conditions pose a risk to people or equipment.

### 6. Hire Times & Late Running

- Hire times are agreed in advance.
- For staffed services, we cannot guarantee operation beyond the agreed finish time.
- Any approved additional time may be charged at the hourly rate of £75 per hour.

## 7. Damage, Loss & Liability

- The Client is responsible for the equipment from the time it is delivered or set up until it is collected.
- Any loss, theft, or damage (excluding fair wear and tear) caused by guests, venue staff, or other suppliers will be charged to the Client.
- This includes damage caused by food, drink, confetti, smoke machines, liquids, or misuse.
- Charges may be up to the full replacement cost of the equipment.
- Fotogenie's total liability is limited to the amount paid for the booking.

## 8. Printing & Fair Use (Where Included)

- Where a package includes unlimited prints, this refers to printing during the agreed hire period and is subject to fair use.
- Unlimited prints are intended for adult guests attending the event.
- To ensure smooth operation and prevent excessive wastage, children under the age of 16 are limited to a maximum of two prints each.
- Fotogenie reserves the right to apply reasonable controls to printing where necessary, including limiting duplicate reprints or misuse of the equipment.
- All images captured during the event, whether printed or not, will be supplied digitally after the event where included in the agreed package.

## 9. Wi-Fi, Sharing & Connectivity

- Some services require Wi-Fi or mobile signal for instant sharing features.
- Venues may restrict or block sending services, which can cause delays.
- If Wi-Fi or connectivity is unavailable, the service will still function and content will be provided digitally after the event.
- No refunds are given for Wi-Fi or connectivity issues outside Fotogenie's control.

## 10. Images, Data Protection & Marketing Use

- Images are captured by the photo booth equipment at the Event by guests.
- By booking Fotogenie, the Client confirms they have authority to allow photography at the Event and to grant the permissions outlined in this section.
- The Client grants Fotogenie permission to use images captured by the equipment for **promotional purposes**, including use on our website, social media, and other marketing materials.
- Images will be selected carefully and used respectfully. We will not knowingly use images that could reasonably cause offence or embarrassment.
- If the Client or any guest does not wish images to be used for promotional purposes, this must be **requested in writing prior to the Event**, and we will fully respect this request.
- Digital files are stored securely and retained for a limited period (typically up to 30 days) unless otherwise agreed.

## 11. Insurance

Fotogenie holds valid **Public Liability Insurance** and all relevant equipment is **PAT tested**. Documentation can be provided to venues upon request.

## 12. Acceptance

Payment of the deposit and/or confirmation of the booking confirms acceptance of these Terms & Conditions in full.