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# Terms of Agreement (T&Cs)

## Vainglorious

Trading name of Vintagebooth Ltd

Registered address: 25 Lynemouth Court, Nottingham NG5 8TY

Company No. 08643952

**We agree to supply to you photo booth services in accordance with these terms. No variation shall apply unless agreed in writing and confirmed by both parties.**

1. You must ensure that any representation or promise on which you rely and which is important to you is communicated to us via the Booking Form. A space 'Further info / instructions' has been provided for this purpose. We will endeavour to accommodate any reasonable requests made by you but can not guarantee to be able to do so.
2. Your booking can only be confirmed once we have taken a non-refundable deposit and you have submitted your Booking Form, or you have received an email from us confirming the booking date.
3. The deposit is payable by you on submitting the Contract. This will be set against the total fees payable by you. The deposit is non-refundable, aside from the 14-day cooling off period as per the The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, as outlined in Clause 12.
4. The balance of the booking must be paid by you no less than 30 days prior to the date of the booking. If the balance is not paid by that date, we reserve the right not to provide any services until payment is made or to treat the Contract as being cancelled by you. The provisions of clause 12 will then apply.
5. The agreed Booking Total includes delivery and mileage. It also includes the set-up and break down of the photo booth in addition to the agreed operational time of the booth. If the photo booth and staff are requested to stay for a longer period we will try to accommodate all reasonable requests, but can not guarantee that we will be able to do so. We reserve the right to charge additional time as an additional service at the rate specified on our website.
6. We will discuss with you your general requirements and wishes in regard to the location and configuration of the photo booth. You should be aware that it may not be possible for these to be followed due to factors such as weather conditions, a safe, level surface on which to site the photo booth, the provision of electricity, ceiling height and available space. As a guide, the photo booth will require a minimum area of 8' x 8' (2.5m x 2.5m) to operate effectively, with a minimum ceiling height of 6' 6" (2m). It will also require a nearby power socket. It is your responsibility to ensure the venue is aware of the requirements for the siting of the photo booth, that there is a suitable power supply nearby, and that there is provision for the safe loading and unloading of the equipment.

7. In the event that we cannot deliver the photo booth to your event due to factors beyond our control, such as severe weather conditions, traffic delays, breakdown of our vehicles or equipment failure our liability will be limited to refunding all monies paid.
8. We must reserve the right to refuse entry to the photo booth if we feel that any equipment has or is in danger of being damaged due to the unruly or inebriated behaviour of guests, or if our staff and contractors are subject to any abusive or threatening behaviour. In any of the above cases, we reserve the right to terminate the hire. In such a situation there will be no refund of unused hire time.
9. Should the agreed hire period be delayed through fault of our own we will extend the finish time accordingly. If setup of the booth is delayed due to unforeseen circumstances that we are not responsible for, we will endeavour to be flexible within reason, as in Clause 5, however we are unable to guarantee the hire period can be extended under such circumstances. In the event that the hire period is not used fully due to your previous activities over running, the hire period will end as previously agreed.
10. A booth attendant will be present to ensure the safe and smooth running of the booth, and to undertake any maintenance and refilling as may become necessary. Whilst we will try to encourage guests to sign any provided guestbook and/or include their photograph therein, we cannot be held responsible for this and any failure of guests to do so is outside of the remit of the booth attendant.
11. You will have full personal usage rights to the images, with no geographic or time restriction. This allows you to print the images for personal use, and to use them online in services such as Flickr, Facebook, Twitter, Instagram and so on. We, however, retain sole commercial rights to the images. As a result, you are not permitted to use your images commercially - including but not limited to; uploading to an image stock library, re-selling/syndicating them, publishing them in press/publications or using them to establish or further a commercial enterprise. We may choose to use images taken during your event for promotional purposes including on our website, and on our Social Media pages (including Flickr, Facebook, Twitter, Instagram, Google+). We will, however, use our discretion when deciding which images to use; whilst definitions are subjective, it is not in our interests to use any lewd, offensive or embarrassing images that may have been taken in the photo booth. We shall retain copyright of all images taken by the photo booth.
12. You may cancel the Contract at any time by providing us notice by email [accounts@vainglorious.uk](mailto:accounts@vainglorious.uk) and cc: [hello@vainglorious.uk](mailto:hello@vainglorious.uk) or by post to 8 Mayfield Avenue, Burton Joyce, Nottingham NG14 5FH.

(i) Cancelling during the first 14 days.

#### *Right to cancel*

You may withdraw from this contract within 14 days without giving any reason, as per the The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

To exercise the right to cancel, you must inform us (Lee Garland, 8 Mayfield Avenue, Burton Joyce, Nottingham NG14 5FH, email [leegarland@me.com](mailto:leegarland@me.com)) of your decision to cancel this contract by a clear unambiguous statement.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right of cancellation before the cooling-off period has expired.

#### *Effects of cancellation*

If you withdraw from this contract, we shall reimburse all payments received from you, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract.

We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. You will not incur any fees as a result of such reimbursement.

(ii) Cancelling after the cooling-off period.

Arrangements and bookings are most often made well in advance of events, and by not taking other bookings for your assignment date, we will have incurred a loss of profits as it is increasingly unlikely we will be able to re-book your date the closer to the assignment the booking is cancelled. You will then be liable to pay to us compensation for the loss of profits incurred by this stage, based on a percentage of the Package Fee depending upon when the notice is received:

61 days or more – Deposit only

31 – 60 days – 50%

0 – 30 days – 75%

13. If the date of the event booking is postponed, we may at our sole discretion (which we will exercise reasonably having regard to our ability to obtain alternative work on the first agreed date and availability on the second date) agree not to treat the Contract as being cancelled but to provide the services on the postponed date and apply all monies paid by you towards the fees for that day.