

## Terms and Conditions: Odyssey Photobooth and Selfie Mirror

“Service Provider” means Neil Postlethwaite trading as Odyssey, Odyssey Photobooth and Odyssey #Selfie Mirror.

“Service Provider Agents” means staff sent by the Service Provider to operate the equipment provided by the Service Provider.

“The Client” means the person(s) named on the booking form.

1	The Client engages the Service Provider, and the Service Provider accepts the engagement to appear at the venue on the date and subject to these terms and conditions.
2	A non-refundable Reservation Fee, as specified on the booking form, must be submitted with or at the same time as a signed copy of the booking form.
3	The balance of the total fee, as specified on the booking form, or as agreed after this time in writing, in lieu of additional services taken, should be paid no later than within 14 days prior to the performance.
4	The total fee quoted is in respect of actual running time during the times specified on the booking form. If the Client requests that the operating time be extended, then the additional period and fee must be negotiated with the Service Provider or its agents and paid in cash prior to the start of the agreed extension period.
5	In the event of cancellation of the engagement by the Client, a cancellation fee will be made on the following basis: i) Cancellation advised in writing, received more than 90 days before the event date - loss of deposit only ii) Cancellation advised in writing, received within 90 days of the event date – full fee payable immediately Due to the exceptional nature of Christmas and New Year’s Eve, the time limit is extended to 120 days.
6	When a booking has been formally cancelled, and that cancellation has been accepted by both parties, the Client forfeits any rights to use the services of the Service Provider or its’ equipment on that date, irrespective of deposits or cancellation fees paid.
7	The Client must ensure that the Service Provider has access to two 13-amp 240-volt sockets at the Service Providers working position. The working position must not obstruct any Emergency Exit route and must allow enough space for the Service Provider to operate in comfort and safety. The equipment should not be placed directly onto a dance floor to avoid vibration damage.
8	The Promoter is responsible for the behaviour of his/her guests, and for safeguarding the Service Provider’s equipment against theft, damage, or other risks, from the moment of arrival to the moment of final departure. Please note that any loss of or damage to equipment, other than that caused by fair wear and tear, will be charged for.
9	From time to time the Service Provider may take Photographs or Video footage at events. Unless expressly forbidden by the Client, the Client is deemed to have agreed to such photographs and video being taken and used to promote the business of the Service Provider.
10	This Agreement and any dispute or claim arising out of or in conjunction with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by the, and construed in accordance with, the law of England and Wales. The Client and Service Provider irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any disputes or claim that arises of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
11	The Service Provider Agents shall be deemed to be under the direction and control of the Client, the Client shall be responsible for any claims arising from the placement or operation of equipment.
12	The Client will be responsible for obtaining all necessary licenses and permissions relating to the performance at the event.
13	The Service Provider operates regularly serviced and maintained good quality equipment. In the rare event of any equipment failure, and onsite repair will be attempted. If, however, there is an irreparable breakdown in causing total failure, a refund will be provided on a pro-rata basis of time operated.
14	The Service Provider shall be entitled to terminate this contract without liability if for any reason beyond its control the Service Providers Agents, due to fire or theft of equipment, illness or breakdown of vehicle are unable to fulfil its obligations. The Service Provider will use all reasonable endeavours to locate a replacement Service Provider, but, in the unlikely event of a non-performance all monies paid (except for monies paid for the supply of bespoke or unique goods/services provided) will be refunded.
15	This will be the limit of the Service Providers liability to the Client.