

JELLYPHOTOGRAPHY.CO.UK

**TERMS & CONDITIONS**

THE PROVIDER: Jelly Photography.

THE CUSTOMER: The person booking Jelly Photography for their event.

It is mutually agreed that the following terms of agreement form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted by both Jelly Photography and the customer. Any changes to this agreement need to be made in writing.

**Service Period:**

The Provider agrees to provide a pop-up Photo Studio operational and available for use for a minimum of 80% of the agreed service period, to permit maintenance of the Photo Studio or equipment should any be necessary.

**PAYMENT:**

A non-refundable deposit of 20% of the agreed fee is required to secure the booking together with a signed contract. Dates are only reserved when this deposit and contract are returned to Jelly Photography.

The balance of our fee is to be paid no later than seven days prior to the date of the Customer’s event.

**ACCESS, SPACE & POWER REQUIREMENTS:**

The Customer will arrange for the appropriate space to be made available for the Photo Studio at the event venue. A minimum floor space of 3m x 3m is required.

The Customer will provide a mains electricity supply comprising a single 13-amp socket located within the space designated by the Customer for the Photo Studio.

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**DATE CHANGES AND CANCELLATIONS:**

Any request to alter the agreed date of the rental of our Photo Studio must be made in writing and at least 30 days prior to the Customer’s event.

Any change of date is subject to the availability of Jelly Photography on the alternative date and receipt of a new booking contract.

If the Customer cancels an agreed rental of the Photo Studio up to 30 days before the event date the deposit paid will be forfeit.

If the Customer cancels an agreed rental of the Photo Studio within 30 days before the event date the full amount will be forfeit.

**LOSS OR DAMAGE TO PROVIDERS EQUIPMENT:**

The Customer assumes complete responsibility for any loss of or damage to the Provider’s equipment (other than fair wear and tear) caused by any misuse of the equipment by the Customer, their employees or their guests.

The Customer shall be responsible for any loss of or damage to the Providers equipment caused by theft, fire, flood or accidental damage.

**INDEMNIFICATION:**

The Customer agrees to, and understands the following:

a) The Customer will indemnify the Provider against any and all liability related to the Customer’s event and use of the Provider’s equipment.

b) The Customer will indemnify the Provider against any and all liability associated with the use of any pictures taken at the Customer’s event by the Photo Studio or by its operatives, employees or affiliates.

The Customer agrees to, and understands the following:

All persons using the Photo Studio at the Customer’s event hereby give to the Provider the right and permission to copyright and to reproduce or otherwise use any photographic portraits or pictures of any Photo Studio user who may be included in whole or in part, via any or all media now or hereafter known for illustration, art, promotion, advertising, trade or for any other purpose.

In addition the Customer, hereby releases, discharges and agrees to maintain the Provider free from any liability arising out of the taking of said picture or any subsequent processing or publication thereof including, without limitation, any claims for libel or invasion of privacy.

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**MISCELLANEOUS TERMS:**

If any provision of these terms shall be unlawful, void or for any reason unenforceable under contract law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof.

This is the entire agreement between the Provider and the Customer relating to the subject matter herein and shall not be modified except as agreed in writing by both parties.

In the unlikely event it is not possible, other than for reasons beyond the Provider’s control, to provide an operational Studio for at least 80% of the agreed service period, the Provider shall make a refund to the Customer calculated pro rata from the total charge made for the agreed service period.

Where the rental includes a photographic printer and for any reason printed photographs cannot be provided on site at the time of the event, the Provider will place the photographs on a website which the Customer and their guests can access to place an order for prints of any photographs which will then be supplied and delivered by post, free of charge.

If no service is received, the Provider’s maximum liability will be the return of all payments received from the Customer. The Provider is not responsible for any consequential damages or lost opportunities upon breach of this agreement.

**TO BE SIGNED BY THE CUSTOMER**

I have read and fully understand the Terms and Conditions and I realise that this contract becomes effective immediately. I agree that cancellation rates will apply if there is any cancellation by me.

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 Signed (the Customer):

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Date:

**TO BE SIGNED BY JELLY PHOTOGRAPHY**

I confirm that I have received a signed copy of the above contract and payment of 20% of the required fee as a deposit from the Customer.

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Signed (Jelly Photography):

Date:

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