

***** OUR TERMS OF BUSINESS *****

1. DEFINITIONS

1.1 When words with capital letters are used in these Terms, they will have the meaning given to them under the Booking Details noted on the booking form, or the meaning given to them below:

- (a) Additional Services: any additional services which Pro-Pose Entertainment may agree to provide to You;
- (b) Booking: Your order for the Services as set out on the Booking Form;
- (c) Deposit: the amount payable by You on signing this Booking;
- (d) Event Outside Our Control: is defined in clause 13.2;
- (e) Guest: users of the Services as set in the Booking Form;
- (f) Operational Duration: the time during which the photo booth will be available for use by Guests at the Venue being the difference between the Total Duration and the Set-up Duration;
- (g) Photo Booth: the mobile cabin, camera, prop box and all other equipment used for taking photographs, in the course of providing the Services;
- (h) Photo Booth Services: the provision of the photo booth to be used by Your Guests to take photographs at your event;
- (i) Representative: an employee, agent or contractor;
- (j) Set-Up Duration: the time during which the photo booth and equipment is unloaded and made ready for use at the Venue and dismantled following the Operational Duration, for which 1hrs hours are allowed;
- (k) Total Duration: the total time that the photo booth and Our Representatives are on site at the Venue, including the Set-Up Duration;
- (l) Total Price: the full sum payable by You for the Services provided as set out in the Booking Form, including the deposit
- (m) Venue: the place where the photo booth services are to be provided;
- (n) Venue Requirements: the physical requirements of the Venue are to be rendered as set out in Schedule 1 which must be present for the Services to be rendered at the Venue;
- (o) You/Your: the person or firm who purchases Services from Pro-Pose Entertainment;
- (p) We/Our/Us: Pro-Pose Entertainment – Dan Harman & Matt Creese
- (q) Event/Start Date: Date and time of Your event when Pro-Pose Entertainment will provide a Photo Booth

1.2 The words "writing" or "written" in these Terms will include e-mail unless Pro-Pose Entertainment says otherwise.

2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which Pro-Pose Entertainment will supply Services to You.

2.2 Payment of the deposit indicates You are confirming that You have read these Terms, and that the details on the Booking and in these Terms are complete and accurate. If You think that there is a mistake or You require any changes, please contact Pro-Pose Entertainment to discuss. We will confirm any changes to avoid any confusion between You and Pro-Pose Entertainment.

2.3 These Terms will become binding on You and Pro-Pose Entertainment following confirmation from Us that Your Booking Deposit has been received at which point a contract will come into existence between You and Just Pose.

2.4 Until the requirements under clause 2.3 have been received Pro-Pose Entertainment are under no obligation to reserve or offer any guarantee that the Services are available for the Booking Period, until such time as confirmation of the Booking has been confirmed to You

2.5 The Booking constitutes the entire agreement between the parties. You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Us which is not set out in the Booking.

2.6 If any of these Terms conflict with any term of the Booking, the Booking will take priority.

3. CHANGES TO BOOKING OR TERMS

3.1 Pro-Pose Entertainment may revise these Terms or change the Booking from time to time in the following circumstances:

- (a) Where You wish us to undertake any additional services that may be agreed in writing between You and Pro-Pose Entertainment;
- (b) Where any additional services are requested then the costs will be invoiced separately and confirmation of the additional services requested will be sent in writing to You. In the Event any additional services are requested the request should be made in writing to Pro-Pose Entertainment, these terms and conditions will apply to any additional service booked by You, except as may be modified in any written communication by Pro-Pose Entertainment;
- (c) A change in relevant laws and regulatory requirements;
- (d) Pro-Pose Entertainment reasonably amends the Venue requirements set out in Schedule 1.

3.2 Pro-Pose Entertainment will give You written notice of any changes to these Terms before they take effect.

3.3 If You wish to cancel a Booking before it has been fulfilled, please see Your rights to do so and fee for doing so set out in clause 9.

4. PROVIDING PHOTO BOOTH SERVICES

4.1 Pro-Pose Entertainment will supply the agreed Services to You for the Booking Period on the Start Date, or, if You amend the Booking on terms which are agreed in writing by Pro-Pose Entertainment, at another date confirmed between Pro-Pose Entertainment and You.

4.2 Pro-Pose Entertainment will make every effort to perform the Services for the Booking Period. However, there may be delays due to an Event Outside Our Control. If this is the case then Pro-Pose Entertainment will not be liable for any loss suffered by You as set out in clause 13.

4.3 We need you to confirm that the place where the Services are to be performed are suitable. These are called the Venue Requirements and are listed on Schedule 1.

4.4 If it is found on Start Date that any of the Venue Requirements have not been met then Pro-Pose Entertainment may make an additional charge of a reasonable sum to cover any extra work that is required, or, at the option of Pro-Pose Entertainment, may suspend or cancel the Photo Booth Services. In these circumstances you will be charged the Cancellation Fee set out in clause 9. Pro-Pose Entertainment will not be

liable for any delay or non-performance where the Venue Requirements have not been met. If any extra work is undertaken then these Terms and Conditions will apply to that extra work.

4.5 Pro-Pose Entertainment may have to suspend the Photo Booth Services if Pro-Pose Entertainment has to deal with technical problems, or to deal with any Additional Services agreed between you and Pro-Pose Entertainment.

5. CONDUCT OF THE SERVICES

5.1 Unless agreed in writing by Pro-Pose Entertainment, Pro-Pose Entertainment will conduct the Services on the following: The Representatives will set up the Photo Booth and dismantle the Photo Booth at the Venue.

5.2 The Representative will operate the Photo Booth during the Operational Duration. The Photo Booth Services will be performed at the Venue by the Representatives of Pro-Pose Entertainment. No person other than a Representative is permitted to operate the Photo Booth without the prior written agreement of Pro-Pose Entertainment.

5.3 You will ensure that all Guests at the Event comply with the reasonable requirements or instructions of the Representatives of Pro-Pose Entertainment in carrying out their duties. You acknowledge that if any of the Guests at the Venue do not comply with the reasonable requirements or instructions of the Representatives of Pro-Pose Entertainment, that Pro-Pose Entertainment may suspend or cancel the Services, but that You will be required to pay the full amount and will not be entitled to any refund.

5.4 You will ensure that if you are unhappy with the conduct of the Services at the Event, You will inform the Representatives of Pro-Pose Entertainment promptly so that they can undertake reasonable actions to rectify these problems.

5.5 Pro-Pose Entertainment and its Representatives will take instructions from persons with the ostensible authority to provide those instructions.

5.6 If any of your Guests at the Event fail to comply with the reasonable instructions of the Representatives of Pro-Pose Entertainment and as a result any of the equipment or the Photo Booth is damaged, you will be liable for the costs of that damage.

5.7 If you are a consumer and you are not a business, then you may have legal rights in relation to Services not carried out with reasonable skill and care. Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

6. ADDITIONAL HOURS AND WAITING

6.1 If You require the Services for a longer period than the Booking Period, a fee shall be charged, any request must be confirmed in writing. Pro-Pose Entertainment may agree or refuse the request for any period in addition to the Booking Period at its sole discretion.

6.2 If Pro-Pose Entertainment agrees to increase the Booking Period, Pro-Pose Entertainment will quote for this service at the time of the request and if accepted will perform the Services for the additional period, on these Terms and Conditions.

6.3 Payment for the additional Booking Period will be invoiced within 7 days of your event and Pro-Pose Entertainment may require for the additional services to be paid for at the time the request is made and agreed in writing by Pro-Pose Entertainment.

6.4 Although You are required to ensure that Pro-Pose Entertainment has access to the venue not less than 2 hours before the stipulated time, the Set-Up Duration is normally less than an hour and the payment for the one hour prior to the Operational Duration is included in the price stated. If however You require the set-up to occur more than one hour before the Operational Duration, then any time in addition to one hour prior to the Start Time will be charged for as though Pro-Pose Entertainment were providing the Services, whether or not they are being provided.

6.5 You will be liable to pay for the full amount of time on the Booking, whether or not your Guests use all or part of the Services.

6.6 If Pro-Pose Entertainment is unable to pack up and remove the equipment after the Operational Duration or is impeded from leaving You will be liable for the additional time for which Pro-Pose Entertainment or its Representatives are

detained. The cost will reflect any costs incurred as a result of the delay and the invoice will be sent to You within 7 days of the Date of the Event.

7. DEPOSIT

7.1 The Deposit shall be paid by you once terms have been agreed and You have received a copy of this document and confirmation of your booking.

7.2 The Deposit will be deducted from the balance of the price payable for the Services.

8. YOUR OBLIGATIONS

8.1 You shall:

- (a) ensure that the terms of the Booking are complete and accurate;
- (b) co-operate with Pro-Pose Entertainment in all matters relating to the Services;
- (c) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (d) provide Pro-Pose Entertainment with such information and materials as Pro-Pose Entertainment may reasonably require to supply the Services, and ensure that such information is accurate in all material respects.

9. PRICE AND PAYMENT

9.1 The Total Price of the Services for the Booking Period is set out in the booking form. Once either of the requirements under clause 2.3 have been received Pro-Pose Entertainment will confirm Your Booking by email. Our prices may change at any time, but price changes will not affect any Bookings that Pro-Pose Entertainment has confirmed with You, any additional services requested after your initial Booking will be subject to any price changes in the event a price change has occurred.

9.2 Pro-Pose Entertainment requires payment of the balance due, after accounting for the Deposit, to be paid not less than 60 days prior to Your Event Date.

9.3 If this agreement is entered into less than 60 days prior to Your Event Date, then unless otherwise agreed in writing by Pro-Pose Entertainment the full amount will be due to confirm the booking.

9.4 You shall pay each invoice submitted by Pro-Pose Entertainment

- (a) within 30 days of the date of the invoice (unless agreed otherwise in writing); and
- (b) in full and in cleared funds to a bank account nominated in writing by Pro-Pose Entertainment

9.5 If any payment due for the Services is not received in accordance with clauses 9.2 - 9.4 then you shall pay interest on the overdue amount at the rate of eight per cent (8%) per annum above Barclays Bank plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with any overdue amount.

9.6 You shall pay all amounts due, in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Pro-Pose Entertainment may at any time, without limiting its other rights or remedies, set off any amount owing to it by You against any amount payable by Pro-Pose Entertainment to You.

9.7 Without limiting its other rights or remedies, Pro-Pose Entertainment may suspend provision of the Services under the Booking or any other booking between You and Pro-Pose Entertainment, if You fail to pay any amount due under this Booking on the due date for payment. Pro-Pose Entertainment reserves the right to suspend any of the services provided including withholding any images and can refuse any future bookings if any invoice remains unpaid under this clause 9 and shall not be liable for any damages or costs occasioned by its cancellation of this contract following Your failure to pay any amount on due date.

9.8 In the event Pro-Pose Entertainment suspends provision of the Services in accordance with clause 9.7, Pro-Pose Entertainment reserves the right to cancel all future bookings which will be subject to the terms set out below in clause 10. **10.**

CANCELLATION CHARGES

10.1 You acknowledge that in fulfilling either of the requirements under clause 2.3 You are agreeing to the Services being performed for the Booking Period. Following receipt of our booking confirmation in accordance with clause 2.4, Pro-Pose Entertainment will ensure, subject to clause 10 that the Services are performed for the Booking Period. Pro-Pose Entertainment will refuse any other Booking for this date that may interfere with its ability to provide the Services to You. In consideration for Pro-Pose Entertainment refusing to take any Booking that could conflict with its arrangements with You, it operates a tiered cancellation policy as follows:

- (a) If a Booking is confirmed less than 7 days prior to the Start Date, then You may not cancel the Booking and the full amount will be due;
- (b) If a Booking is confirmed more than 30 Days prior to the Start Date, but You cancel it within 30 days of the Booking Period then the deposit will be refunded and no charge will be made;
- (c) If You cancel the Booking after 30 days of confirmation, but more than 6 months prior to the Start Date, then You will have to pay 10% of the Total Price for the Services;
- (d) If You cancel the Booking after 30 days of confirmation, but between 151 – 180 days before the Start Date then You will have to pay 40% of the Total Price for the Services;
- (e) If You cancel the Booking after 30 days of confirmation, but between 121 – 150 days before the Start Date then You will have to pay 50% of the Total Price for the Services;
- (f) If You cancel the Booking after 30 days of confirmation, but between 91 – 120 days before the Start Date then You will have to pay 60% of the Total Price for the Services;
- (g) If You cancel the Booking after 30 days of confirmation, but between 61 – 90 days before the Start Date then You will have to pay 70% of the Total Price for the Services;
- (h) If You cancel the Booking after 30 days of confirmation, but between 31 – 60 days before the Start Date then You will have to pay 80% of the Total Price for the Services;
- (i) If You cancel the Booking after 30 days of confirmation, but less than 30 days before the Start Date then You will have to pay 100% of the Total Price for the Services.

10.2 You should notify Pro-Pose Entertainment immediately, in writing (including email) if You wish to cancel a Booking. Pro-Pose Entertainment shall confirm receipt of Your cancellation in writing and any amount due to Pro-Pose Entertainment in terms of clause 10.1 above shall become immediately due and payable.

10.3 For the avoidance of doubt the date of cancellation shall be the date on which Pro-Pose Entertainment advises You that it has received Your written cancellation or Pro-Pose Entertainment informs you of non-payment under clause 9.4 and Pro-Pose Entertainment advises You in writing that they will enforcing their right under clause 9.7, provided that Pro-Pose Entertainment undertakes to provide such confirmation no later than the following working day after the cancellation has been received by Pro-Pose Entertainment from You. In the event of any disagreement as to the date on which the cancellation notice took effect or the charges for the cancellation, the calculation by Pro-Pose Entertainment shall be final and binding, except if it is manifestly wrong.

10.4 Unless agreed otherwise in writing by Pro-Pose Entertainment, any rescheduling of a the Date of the Event to a different date shall be deemed to be a cancellation under this clause 10, to which the cancellation fees in clause 10.1 shall apply, and the rescheduled Date shall form the subject of a new Booking.

10.5 Where cancellation fees in 10.1 apply Pro-Pose Entertainment shall be entitled to retain the Deposit as payment towards those fees and to invoice the balance due by You. You agree to pay any invoice received by You in respect of any cancellation fees within 7 days of the date of Invoice, any amounts remaining unpaid after this

period Pro-Pose Entertainment will charge interest on the remainder of the fees in line with clause 9.5.

11. OUR LIABILITY TO YOU

11.1 If Pro-Pose Entertainment fails to comply with these Terms, Pro-Pose Entertainment will be responsible for monetary loss or damage You suffer that is a foreseeable result of a breach of the Terms or the negligence of Pro-Pose Entertainment. Pro-Pose Entertainment is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the breach or if they were contemplated by You and Pro-Pose Entertainment at the time we entered into this contract.

11.2 Pro-Pose Entertainment will make good any damage to Your property caused by Pro-Pose Entertainment in the course of providing the Services, providing that the Venue Requirements have been met. However, Pro-Pose Entertainment is not responsible for the cost of repairing any faults or damage which are a direct or indirect result of You failing to comply with any the Venue Requirements or of You or Your Guests failing to comply with the reasonable instructions of the Pro-Pose Entertainment Representatives.

11.3 Pro-Pose Entertainment provides a service to entertain and commemorate your event and aims to ensure that photographs are of a reasonable quality however Pro-Pose Entertainment makes no guarantee regarding the quality of the photographs.

11.4 Pro-Pose Entertainment has no liability to You under any circumstances for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.5 Pro-Pose Entertainment total liability to You for any breach of contract will be limited to the Total Price paid by You for the Services.

11.6 Pro-Pose Entertainment will not be liable for unauthorised persons using the Services.

11.7 Pro-Pose Entertainment does not exclude or limit its liability for:

- (a) death or personal injury caused by the negligence of Pro-Pose Entertainment or its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) defective products under the Consumer Protection Act 1987.

11.8 Subject to clause 12.7, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software including loss to a third party;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

12. EVENTS OUTSIDE THE CONTROL OF JUST POSE

12.1 Pro-Pose Entertainment will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by an Event Outside Our Control.

12.2 An Event Outside Our Control means any act or event beyond the reasonable control of Pro-Pose Entertainment, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

12.3 Pro-Pose Entertainment may have to cancel or delay a Booking before or on the Start Date due to an Event Outside Our Control or the sudden unavailability of key personnel or key materials. Just Pose will promptly contact You if this happens.

12.4 If Pro-Pose Entertainment is unable to perform the Services on the Start Date due to any issue referred to in clause 12.3 but following rectification of this issue and confirmation from You that you wish the Services to be performed for the remainder of the Booking Period, Pro-Pose Entertainment shall perform the Services for the remainder of the Booking Period and invoice You only for the Period which the Services were provided.

12.5 If Pro-Pose Entertainment has to cancel a Booking under clause 12.3 and You have made any payment in advance for Services that have not been provided to You, Pro-Pose Entertainment will refund these amounts to You.

12.6 If Pro-Pose Entertainment has cancelled a Booking part way through the performance of the Services as a result of An Event Outside Our Control, it will refund to You a reasonable proportion of the Total Price for the Services.

13. INTELLECTUAL PROPERTY

13.1 The Intellectual Property of the images taken in the Photo Booth and during the event will at all times remain the property of Pro-Pose Entertainment and may be used by Pro-Pose Entertainment at its discretion including the sale of photographs to Guests after the event.

14.2 Pro-Pose Entertainment shall, after the event, provide You with one copy of the images of the photographs taken at the booth, which copy may be on CD or USB in digital form or which may be sent to You electronically by email.

14.3 If permitted by the Venue, Pro-Pose Entertainment may sell accessories such as key rings containing Guests' photographs at and subsequent to Your event to Your Guests. Just Pose will be entitled to any and all revenue earned by such sales.

14. INFORMATION ABOUT US AND HOW TO CONTACT US

14.1 If You have any questions or if You have any complaints, please contact Pro-Pose Entertainment. You can contact Pro-Pose Entertainment by telephoning 07749 842 007 or by e-mailing pro-pose@outlook.com

14.2 If You wish to contact Pro-Pose Entertainment in writing, or if any clause in these Terms requires You to give Pro-Pose Entertainment notice in writing (for example, to cancel the contract), You can send this to Pro-Pose Entertainment by e-mail to email address pro-pose@outlook.com or by pre-paid post to 35 Station Road, Tempsford, Bedfordshire SG19 2AU. We will confirm receipt of this by contacting You in writing. If Pro-Pose Entertainment has to contact You or give You notice in writing, Pro-Pose Entertainment will do so by e-mail or by pre-paid post to the address You provide to Just Pose in the Booking.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

15.1 We will use the personal information You provide to Pro-Pose Entertainment to:

- (a) provide the Services;
- (b) process Your payment for such Services; and
- (c) inform You about similar products or services that Pro-Pose Entertainment provides, but You may stop receiving these at any time by contacting Pro-Pose Entertainment.

15.2 We will not give Your personal data to any third party, other than for any purpose required for Pro-Pose Entertainment to provide any of the Services required in this agreement.

16. OTHER IMPORTANT TERMS

16.1 Pro-Pose Entertainment may transfer its rights and obligations under these Terms to another organisation, and Pro-Pose Entertainment will always notify You in writing if this happens, but this will not affect Your rights or the obligations of Pro-Pose Entertainment under these Terms.

16.2 You may only transfer Your rights or Your obligations under these Terms to another person if Pro-Pose Entertainment agrees in writing.

16.3 This contract is between You and Pro-Pose Entertainment. No other person shall have any rights to enforce any of its terms.

16.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful and/or cannot be enforced, the remaining paragraphs will remain in full force and effect.

16.5 If Pro-Pose Entertainment fails to insist that You perform any of Your obligations under these Terms, or if Pro-Pose Entertainment does not enforce its rights against You, or if Pro-Pose Entertainment delays in doing so, that will not mean that Pro-Pose Entertainment has waived its rights against You and will not mean that You do not have to comply with those obligations. If Pro-Pose Entertainment does waive a default by You, Pro-Pose Entertainment will only do so in writing, and that will not mean that Pro-Pose Entertainment will automatically waive any later default by You.

16.6 These Terms are governed by English law. You and Pro-Pose Entertainment both agree to submit to the non-exclusive jurisdiction of the English courts. However, if You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are a resident of Scotland, You may also bring proceedings in Scotland.

16.7 A waiver of any right under this Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. SEVERANCE

17.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

18. ENTIRE AGREEMENT

18.1 This agreement and the documents annexed to it constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and existing agreements between them relating to their subject matter.

18.2 Each party acknowledges that in entering into this agreement and any documents annexed to it, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

18.3 Nothing in this clause shall limit or exclude any liability for fraud.

Schedule 1

Venue Requirements

This schedule sets out the minimum requirements of the Venue where the event is to take place in order for Pro-Pose Entertainment to be able to provide the Services.

1. Space for the booth which measures 1.3m (wide) x 2.3m (long) x 2m (high) for the Gloss Booth and space which measures 1.3m (wide) X 2m (long) Vintage Booth.
2. One 240v plug socket