

## **Terms and Conditions - Michael Trillo NZ & Moment Booth NZ**

### **Booking and Payment:**

- A booking is considered confirmed once the client has paid a non-refundable deposit of 30% of the total service cost. The remaining balance must be paid in full no later than 1 day before the event date.
- Payments can be made via online transfer.
- Failure to make full payment by the due date may result in the cancellation of the booking.
- In the case of a booking made within 7 days of the event date, full payment is required at the time of booking.

### **Photo Booth Services:**

- The client is responsible for providing a suitable and secure space with access to a standard power outlet for the photo booth setup. Any additional power requirements must be communicated in advance.
- The photo booth equipment remains the property of Michael Trillo NZ and/or Moment Booth NZ at all times.
- The client agrees to allow Michael Trillo NZ and Moment Booth NZ to use any photos taken within the photo booth for promotional purposes, unless otherwise specified in writing.
- Any damages caused to the photo booth equipment by the client or their guests will incur repair or replacement costs.

### **Photography and Videography Services:**

- The client agrees to provide a detailed event schedule and any specific shot lists or special requests in writing at least 7 days prior to the event.
- The photographer/videographer will make reasonable efforts to capture all requested shots, but cannot guarantee the availability or cooperation of all guests or subjects.
- The client understands that the final edited photos/videos will be delivered within 1 week following the event date. Unless otherwise stated.
- Raw/unedited files will not be provided to the client under any circumstances.

### **Decoration Items:**

- The client agrees to inspect all hired decoration items upon delivery and notify Michael Trillo NZ & Moment Booth NZ of any damages or discrepancies immediately.
- Decoration items must be returned in good condition. Any damages or missing items will incur additional charges.
- Late returns of decoration items may result in additional fees unless prior arrangements have been made.

**Liability:**

- Michael Trillo NZ and Moment Booth NZ shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from the use of our services or any damages or losses incurred during the event.
- The client agrees to indemnify and hold Michael Trillo NZ and Moment Booth NZ harmless from any claims, damages, or liabilities arising from the client's event or the use of our services.

**Cancellations:**

- In the event of a cancellation by the client, any payments made are non-refundable. However, the client may transfer the deposit to a future booking within 1 month of the original event date, subject to availability.

**Force Majeure:**

- Michael Trillo NZ or Moment Booth NZ shall not be liable for any failure or delay in performing its obligations under the agreement if such failure or delay is due to circumstances beyond its control, including but not limited to natural disasters, government restrictions, labor disputes, or equipment failure.

**Subcontracting:**

- Michael Trillo NZ or Moment Booth NZ reserves the right to subcontract any part of the services to a qualified third party if deemed necessary. The client will be notified in advance of any subcontracting arrangements.

**Intellectual Property:**

- All intellectual property rights, including copyrights, in any photos, videos, or other creative works produced by Michael Trillo NZ and Moment Booth NZ during the event, shall remain the property of Michael Trillo NZ and Moment Booth NZ. The client may use the photos and videos for personal use only and must credit Michael Trillo NZ and Moment Booth NZ if sharing on social media or other platforms.

**Venue Access and Permissions:**

- The client is responsible for securing any necessary permissions, licenses, or permits required for the use of the photo booth, photography, videography, or decoration services at the event venue. Michael Trillo NZ and Moment Booth NZ are not responsible for any issues arising from the lack of proper permissions.

**Termination of Services:**

- Michael Trillo NZ and Moment Booth NZ reserves the right to terminate services and leave the event premises if the client, their guests, or event attendees behave inappropriately, pose a threat to the safety of our staff, equipment, or other guests, or if the client fails to adhere to the agreed-upon terms and conditions.

**By proceeding with payment, you confirm that you have read, understood, and agree to be bound by our Terms and Conditions.**