

GENERAL RENTAL TERMS AND CONDITIONS OF BOOOTH



Article 1 - Definitions

In these terms and conditions, the following definitions apply:

- 1. General terms and conditions:** the present General Rental Terms and Conditions of Boooth.
- 2. Company:** a natural or legal person acting in the course of business.
- 3. Boooth:** Concept912 B.V., also trading under the trade name 'Boooth', located at Jac. P. Thijsseweg 1 A in Alphen aan den Rijn, registered with the Chamber of Commerce under number 74548549, reachable by telephone at 085-2733722 and email address: info@boooth.me
- 4. Consumer:** the natural person who does not act in the course of business.
- 5. Customer:** company or consumer.
- 6. Agreement:** any (rental) agreement (remotely) between Boooth and customer.
- 7. Remote agreement:** an agreement in which, in the context of a system organized by Boooth for remote rental of photobooth(s), products, and/or services, up to and including the conclusion of the agreement, only one or more techniques for remote communication are used.
- 8. Photobooth:** a photobooth, photocubes, open air photobooth, or mirror booth from Boooth;
- 9. Technique for remote communication:** a means that can be used to conclude an agreement without the consumer and Boooth coming together in the same space simultaneously.
- 10. Website:** the website www.boooth.me

Article 2 - Applicability

- 1.** The General Terms and Conditions apply to all legal relationships between Boooth and the customer, including, but not limited to, (rental) agreements (remotely), as well as to the phase preceding the conclusion of those agreements.
- 2.** Before the agreement (remotely) is concluded, the text of the general terms and conditions will be made available to the Customer. If this is not reasonably possible, it will be indicated before the agreement (remotely) is concluded that the general terms and conditions can be viewed on the website and can be downloaded from the website by the customer.
- 3.** In the event that the general terms and conditions and the agreement contain conflicting provisions, the provisions of the agreement shall prevail.
- 4.** If one or more provisions in the general terms and conditions are wholly or partially void or annulled at any time, the agreement and these terms and conditions will remain in effect for the remainder and the relevant provision will be replaced by a provision that closely approximates the original intention as much as possible.
- 5.** Any general terms and conditions used by the customer are explicitly not applicable to the agreement (remotely) between Boooth and the company.

Article 3 - Reservation and Offer

- 1.** If a customer places a reservation via the website, that reservation is non-binding and must be seen as a request from the customer to Boooth to make an offer.
- 2.** Boooth is free to make an offer to the customer based on a reservation or not.
- 3.** If an offer has a limited validity period or is subject to conditions, this will be explicitly stated in the offer.
- 4.** The offer from Boooth is non-binding. Boooth is entitled to change and adjust the offer as long as it has not been accepted by the customer.
- 5.** The offer contains a complete and accurate description of the offered photobooth, products, and/or services. The description is detailed enough to allow a proper assessment of the offer by the customer.
- 6.** If Boooth uses images, these are a truthful representation of the offered photobooth, products, and/or services.
- 7.** Obvious mistakes or errors in the offer do not bind Boooth.
- 8.** All images, specifications, and data in the offer are indicative and cannot lead to compensation or termination of the agreement.
- 9.** Images of photobooshs, products, and/or services are a true representation of those offered photobooshs, products, and/or services. Boooth cannot guarantee that the colors displayed exactly match the real colors of the photobooshs, products, and/or services.
- 10.** Each offer contains such information that it is clear to the customer what the rights and obligations are that are attached to the acceptance of the offer.

Article 4 - The Agreement

- 1.** The agreement is concluded, subject to the provisions of paragraph 4 of this article, at the moment of acceptance by the customer of the offer made by Boooth.
- 2.** If the customer accepts the offer electronically, Boooth will immediately confirm the acceptance of the offer by the customer electronically.
- 3.** If the agreement is concluded electronically, Boooth will take appropriate technical and organizational measures to secure the electronic transfer of data and will ensure a secure web environment. If the customer can pay electronically, Boooth will take appropriate security measures for this.
- 4.** Within legal frameworks, Boooth may ascertain whether the customer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the agreement (remotely). If Boooth has good reasons based on this research not to enter into the agreement, he is entitled to refuse a order or request motivated or to attach special conditions to the execution.
- 5.** Each agreement is concluded subject to the suspensive condition of sufficient availability of the respective photobooshs, products, and/or services.



Article 5 - Duration and Renewal

1. The agreement is always entered into for a definite period, unless the parties expressly deviate from this in writing.
2. The agreement cannot be terminated prematurely by Booth or the customer, except for the possibility of cancellation as mentioned in Article 6.
3. Renewal of the agreement is only possible with prior consent from Booth.

Article 6 - Cancellation

1. The customer is entitled to cancel the agreement free of charge up to 60 days before the agreed delivery date of the photobooth.
2. If the customer cancels the agreement between 60 and 30 days before the agreed delivery date of the photobooth, the customer is liable for 25% of the agreed fees;
3. If the customer cancels the agreement between 29 days and 8 days before the agreed delivery date of the photobooth, the customer is liable for 50% of the agreed fees;
4. If the customer cancels the agreement 7 days or less before the agreed delivery date of the photobooth, the customer is liable for 100% of the agreed fees;
5. Cancellation of the agreement must always be done in writing/by email.

Article 7 - Price and Payment

1. During the validity period stated in the offer, the prices of the offered photobooth, products, and/or services will not be increased, except for price changes due to changes in VAT rates.
2. Booth is entitled to increase prices after the conclusion of the agreement if such increase is the result of legal regulations and/or provisions, or general price increases. In the event that such price increase occurs within 3 months after the conclusion of the agreement, the customer is entitled to terminate the agreement within 2 weeks after Booth has notified him of the price increase in writing.
3. The prices mentioned in the offer of photobooth, products, and/or services are inclusive of VAT.
4. All prices are subject to printing and/or typing errors. Booth does not accept liability for the consequences of printing and/or typing errors. In case of printing and/or typing errors, Booth is not obliged to deliver the photobooth, product, and/or service at the incorrect price.
5. Upon conclusion of the agreement, Booth will charge the customer an advance payment of EUR 100. The remainder of the agreed price must be paid by the customer no later than two (2) weeks before the date on which the agreement must be executed by Booth. If at the time of conclusion of the agreement there are less than two (2) weeks until the date on which Booth must execute the agreement, the customer must pay the full agreed price upon entering into the agreement.
6. In case of late payment by the customer, Booth is entitled to suspend the services to be provided by her.

Article 8 - Conformity

1. Booth guarantees that the photobooth, products, and/or services comply with the agreement, the specifications stated in the offer, with the reasonable requirements of soundness and/or usability for normal use, and with the legal provisions and/or government regulations existing on the date of conclusion of the agreement.
2. Any warranty provided by Booth does not affect the customer's statutory rights and claims against Booth under the agreement.
3. Any defects or incorrectly delivered products and/or services must be reported to Booth upon delivery, but no later than the start of the rental period.
4. A warranty does not apply if:
 - the customer has repaired and/or modified the photobooth and/or products themselves or had them repaired and/or modified by third parties;
 - the photobooth and/or products have been exposed to abnormal conditions or otherwise handled carelessly or treated in violation of Booth's instructions and/or guidelines;
 - the defectiveness is wholly or partially the result of regulations that the government has or will impose regarding the nature or quality of the materials used.

Article 9 - Delivery, Installation, and Collection

1. The delivery location of the photobooth and/or products or services shall be the address of the location provided by the customer to Booth when placing the reservation. The presumption is that the photobooth will be placed on the ground floor of the location where the event takes place.
2. The customer ensures that there is an opportunity for Booth to unload and load the photobooth and/or products within 100 meters of the entrance to the event location. If an exemption or permit is required for this, the customer must also ensure that it is available for Booth. If Booth incurs a (parking) fine in the absence of an (adequate) exemption or permit, Booth will charge this to the customer.
3. The customer ensures that the location where the photobooth and/or products are to be placed is easily accessible, and if not, that there are (lifting and/or transport) tools available to place and remove the photobooth and/or products at the desired location.
4. If Booth has to unload and load the photobooth and/or products more than 100 meters from the location, or if the photobooth and/or products have to be placed on a floor other than the ground floor of the location and there is no adequate elevator and/or lifting device available at the location, Booth is entitled to charge additional costs to the customer.
5. The customer ensures that the location where the photobooth and/or products will be placed is sheltered from sun, rain, moisture, and cold.



6. The customer ensures that the photobooth is placed in a space of at least 2.5m x 2.5m, which is equipped with lighting suitable for taking photos (warm light: colored spots should be avoided). Additionally, the customer must provide an electrical power supply of 220V and 16A, protected by a standard power outlet within 2.5 meters of the Boooth, as well as a Wi-Fi connection if required for the proper functioning of the options chosen by the customer.

7. The provision in Article 9, paragraph 4, does not prevent Boooth from suspending the delivery or collection of the photobooth and/or products if it reasonably believes that they cannot be placed at the desired location or removed from the location. Boooth is entitled to charge the additional costs incurred in this regard - with a minimum of EUR 75 - to the customer.

8. The provision in Article 9, paragraph 7, does not preclude Boooth from not delivering the photobooth and/or products and terminating the agreement if delivery and placement are not reasonably possible according to the principles of this article.

9. Late delivery and placement of the photobooth and/or products due to the customer's failure to comply with the principles for delivery and placement as stated in this article shall be at the customer's expense and risk.

10. The customer ensures that the photobooth and/or products can be collected and taken away by Boooth at the end of the rental period. If the photobooth and/or products cannot be collected and taken away by Boooth by the agreed time, the customer is liable to pay a fee of €100 per hour, or part thereof, for the delay in collection and removal of the photobooth and/or products.

Article 10 – Use

1. The customer ensures that they use and maintain the photobooth during the term of the agreement according to its intended purpose, in accordance with Boooth's operating, usage, and maintenance instructions. The customer must be familiar with the user instructions and/or other manuals provided with the photobooth and act accordingly.

2. The customer is obliged to ensure, as a prudent person, that the photobooth remains in good condition, present, and free from any mixing throughout the duration of the agreement.

3. In the event of damage to the photobooth or its theft, the customer must immediately inform Boooth by phone at (+31 (0)85 30 19 252) and confirm the damage or theft by email to: info@boooth.me.

4. The customer is responsible for performing daily maintenance and cleaning of the photobooth. However, the customer may not manipulate, dismantle, move, or modify the photobooth, including its programs, after delivery and installation by Boooth.

5. Customer-initiated repairs to the photobooth (or its installations) are not allowed. Unless otherwise agreed, for agreements of such a long term that maintenance by Boooth of the rented equipment is necessary, the customer is obliged to pay the maintenance costs to Boooth.

6. The customer is liable for all damage occurring to the photobooth and/or products during the term of the agreement and must report such damage immediately to Boooth, providing all relevant details. Repair of damage and/or repair work may only be carried out by Boooth or - with their express permission - as instructed by Boooth.

7. Boooth is entitled, during the duration of the agreement, to inspect, test, adjust, repair, or replace the photobooth and/or products and to monitor how the photobooth and/or products are used, without the customer having any right to compensation for damages. The customer ensures that Boooth or its authorized representatives have access to the photobooth and/or products.

8. The customer is obligated to take preventive measures to prevent theft and/or damage to the photobooth.

9. The customer may not grant any rights to the photobooth and/or products to anyone else, sublease the photobooth and/or products to third parties, or transfer their rights arising from this agreement, in whole or in part, to third parties.

Article 11 – Complaints

1. Complaints regarding the execution of the agreement must be made in writing within twelve (12) hours after the placement of the photobooth, or within twenty-four (24) hours after the discovery of the defect if the customer demonstrates that they could not reasonably have discovered the defect earlier, and must be communicated to Boooth.

2. In the event of a validly filed complaint, Boooth has the choice between adjusting the invoiced price, rectifying or redoing the rejected service free of charge, or partially or fully refraining from further execution of the agreement with a proportional refund of the price already paid by the customer.

Article 12 - Customer Liability

1. The customer is liable for damages, impairments, and theft of the photobooth and/or products during the term of the agreement as determined in this article.

2. The liability of the customer is limited to a maximum amount of €1,000.00 per occurrence.

3. The limitation of liability of the customer as stated in paragraph 2 of this article does not apply if the damage, impairment, or theft arises due to actions or omissions by the customer in violation of Article 10 (Use), or in cases of intent or gross negligence by the customer.



Article 13 - Liability of Boooth

1. The liability of Boooth for damages resulting from an attributable failure in the performance of the agreement, from unlawful acts, or otherwise, is limited to the provisions of this article.
2. Any liability of Boooth related to the execution of an agreement or otherwise is limited to the amount paid out under the applicable business liability insurance in the respective case, increased by the amount of the deductible applicable under that business liability insurance in the relevant case. Upon request, the client can be provided with a copy of the policy.
3. If for any reason no payment is made by the business liability insurer, any liability is limited to direct damages and to an amount equal to twice the fee agreed upon for the agreement, but in any case limited to a maximum of €10,000.
4. Contrary to the provisions of Article 16, paragraph 3, in case of damages resulting from death or injury, Boooth's liability is limited to a maximum of €50,000.
5. Liability for indirect damages (such as consequential damages, loss of profit, savings, and immaterial damages) is excluded in all circumstances.
6. Boooth is not liable for damages arising from incorrect or incomplete data provided by the client to Boooth, or if such data is not provided or provided late by (or on behalf of) the client to Boooth.
7. Boooth is not liable for damage, loss, or destruction of documents and/or data during transportation or physical and/or digital transmission, regardless of by or on behalf of whom the transportation or transmission takes place.
8. Boooth is not liable for the (non)functioning of software, equipment, and/or internet connections of Boooth, the client, or third parties.
9. Boooth is not liable for any damage suffered by third parties as a result of the execution of the assignment for the client.
10. The limitations of liability as set forth in this article do not apply in case of intent or gross negligence on the part of Boooth.
11. Claims related to alleged liability of the client must be submitted in writing and substantiated as soon as possible, but no later than twelve (12) months after the execution of the respective agreement.

Article 14 - Intellectual Property Rights

1. Regarding documents provided by Boooth to the customer, such as designs, images, drawings, models, etc., Boooth retains ownership and copyright, even if charges have been applied for these documents. Boooth does not transfer any intellectual property rights to the customer during the execution of the agreement.
2. The customer is not permitted to remove or modify any indication regarding copyrights, trademarks, trade names, patents, or other rights of Boooth and/or its products.
3. The customer is responsible for ensuring that the use of the photobooth respects the intellectual property rights (including copyright and portrait rights) of third parties.

Article 15 - Protection of Personal Data

1. The (digital) photos taken by the photobooth are considered personal data. In the context of processing these personal data, the Customer is considered the data controller.
2. The Customer is responsible for ensuring that the processing of personal data complies with applicable laws and regulations (including, but not limited to, the General Data Protection Regulation (GDPR)).
3. If and to the extent that Boooth is considered a data processor within the meaning of the GDPR, Boooth and the Customer will enter into a data processing agreement.
4. Boooth will configure and design the photobooth, at least as far as practical and functional, to comply with applicable laws and regulations, including the GDPR.
5. Regardless of whether the Customer is considered the data controller under the GDPR, Boooth will process, secure, store, and retain the digital photos taken with a photobooth in accordance with the GDPR on the photobooth and its systems.
6. Boooth will only process the digital photos for the purpose of performing the agreement with the Customer and will not use the digital photos for any other purposes.
7. After the end of the agreement, Boooth will provide the digital photos to the Customer digitally, after which Boooth will permanently delete the digital photos from the photobooth and its systems.

Article 16 - Applicable Law and Disputes

1. Dutch law exclusively applies to agreements between Boooth and the customer to which these general terms and conditions apply, even if the customer resides abroad.
2. The Vienna Sales Convention does not apply to the agreement.
3. Disputes between Boooth and the customer concerning the formation or execution of the agreement will be settled by the competent court of The Hague, unless the customer is a consumer, in which case the dispute will be settled by the competent court of the consumer's place of residence.