

Service Agreement



# STRIKEY POSEY

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## TERMS & CONDITIONS

Bhavesh Gumnani

10/10/2016

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***This Service Agreement constitutes the entire agreement between the Client and the provider relating to the rental or purchase of goods or services from the Provider and supersedes all other written and/or oral agreements between the parties.***

**TERMS & CONDITIONS OF SERVICE**  
**Effective: 10th Oct 2016 STRIKEY POSEY**

Please read these terms and conditions of service (“Service Agreement”) very carefully.

This Service Agreement is a legal contract between the Client and Strikey Posey (The “Provider”).

The Client agrees to be bound by this Service Agreement and accepts its terms and conditions (unless the Client has signed a separate formal service agreement with the Provider, in which case the separate agreement shall govern).

This Service Agreement constitutes the entire agreement between the Client and the provider relating to the rental or purchase of goods or services from the Provider and supersedes all other written and/or oral agreements between the parties.

1) **SERVICE PERIOD**

1.1 The Service Period will be from the Start and Stop times specified in the invoice.

1.2 Time taken to deliver, set up and remove the photo booth will be outside the rental period.

1.3 The Provider agrees to have a photo booth operational for a minimum of 60% up-time during this period; occasionally, operations may need to be interrupted for maintenance of the photo booth such as replenishment of Paper/Ink, etc.

2) **PAYMENT**

2.1 A non-refundable reservation fee in the amount of SGD 100 of the total cost is due upon agreement of this contract.

2.2 The remaining amount is due on the day of the Client’s Event.

2.3 If the Client uses the equipment for a time period in excess of the service start and stop time specified in the booking form, the additional time in rental time will be billed to the Client at the following rates: S\$120 per hour. Payment for any additional time must be agreed before additional hours are provided which shall also be stated in the invoice.

2.4 The Client shall be liable to pay all expenses and legal cost of the Provider as between solicitor or collection agency in relation to obtaining remedy of any failure to pay.

**BANK DETAILS:** Please deposit payment into our bank account

Bank Name: MAYBANK  
Account Name: STRIKEY POSEY  
Account No: 04131069806

Add your name, event name or company name as the reference with your payment. It may take a couple of days for us to see your payment in our bank account due to bank clearance times.

3) **ACCESS, SPACE & POWER**

3.1 Client will arrange for an appropriate space for the open setup photo booth at the event’s venue, the minimum space required to operate the photo booth is 1.5m wide x 2m deep, x 2m high.

3.2 Unless otherwise stated, the Client is responsible for providing access to power for the photo booth operations at the event’s venue. (240V, 10 amps, 3 prong outlet).

3.3 If the event is outdoors and there’s a possibility of inclement weather (rain, wind, or extreme humidity, or heat >26°C), unless otherwise stated, the Client will provide covered shelter for the duration of the Providers attendance at the Client’s Event.

#### **4) DATE CHANGES & CANCELLATIONS**

4.1 Any request for a date change must be made in writing at least thirty days in advance of the original event date. Any date change less than 30 days in advance of the original event date must be specifically agreed to by the Provider. Change is subject to photo booth availability. If there is no availability for the alternate date, the non-refundable reservation fee shall be forfeited and the event cancelled. If the event is cancelled for any reason, the non-refundable reservation fee is forfeited.

4.2 If the Provider cannot perform this contract due to fire or other casualty, strike, act of God, or other cause beyond the reasonable control of the Provider, or due to illness or emergency of the Provider, then the Provider shall return the reservation fee to the client and neither the Provider nor the client shall make any claim towards each other and the Provider shall have no further liability with respect to the contract.

4.3 In the event the Provider fails to perform for any other reason, the Provider shall not be liable for any amount in excess of the retail value of the Client's order.

4.4 In the event, if the Provider is unable to supply a working photo booth for at least 60% of the Service Period, Client shall be refunded a prorated amount based on the amount of service received.

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

#### **5) EQUIPMENT FAILURE**

5.1 In the unlikely event of any equipment failure the Provider will make every effort to resolve any technical issues on site. In the event that any failure cannot be resolved within a reasonable time period, the Provider will be allowed to manually capture photographic pictures.

5.2 If the printer fails to print out photos on site, the Provider will make alternate arrangements to give the guest their hardcopies free of charge as well as the ability to download the digital files for their own use.

5.3 The speed of internet connection required for connected services will be dependent upon the internet service provider and the Provider cannot be held liable for any delays in connection or connection failures as a result of using any Wi-Fi or mobile internet network.

#### **6) OPERATOR AND EQUIPMENT SAFETY**

6.1 The safety and security of the Providers employee's and equipment is of vital importance at all times and the on-site responsibility of the Client. Threats, threatening behaviour or acts of violence against representatives, employees or any affiliates of the Provider will not be tolerated at any time.

6.2 The Providers representatives, employees or affiliates may stop the usage of the photo booth at any time during the event if they are threatened, or feel that the photo booth is being misused in a way that is dangerous to any persons or potentially damaging to the Providers equipment.

6.3 In the event the Providers representatives, employees or affiliates stop the usage of the photo booth, and the Client cannot guarantee the on-going safety of all persons and equipment, then the Provider reserves the right to cancel the photo booth service at that time leaving the non-refundable reservation fee and monies paid by the Client forfeited.

6.4 For the safety of equipment and staff, smoking is not permitted within 10 metres of the Providers equipment.

#### **7) DAMAGE TO PROVIDER'S EQUIPMENT**

7.1 The Client acknowledges that it shall be responsible for any damage or loss to the Provider's Equipment caused by the Client and/or its guests.

8) **BRANDING**

8.1 The Client acknowledges and accepts that Strikey Posey Branding such as (Logo Fb/Website details) will be used on and/or within the photo booth, printing of images and for marketing purposes. If the client request for our branding such as logo or our FB/Website details to be removed from the photo prints, a fee of \$100 shall be incurred.

9) **LICENCE OF IMAGES**

9.1 The Provider grants a non-exclusive, perpetual, sub-licensable and royalty-free licence allowing The Client to use, copy, reproduce and publish all photos taken by the Provider at the Clients event.

9.2 The Client hereby grants permission for images taken at the event to be published online at the Providers website(s) and/or our affiliated website(s), for the purpose of client review, client download and promotional purposes.

9.3 The Provider will not upload or use any images which are deemed unsuitable or offensive on their associated website(s), and will not use any content that may be considered personally damaging to any person(s).

9.4 The Client, their representatives, employees or affiliates may request individual photos to be removed from time to time; the Provider will liaise with the Client in a timely manner to remove any such photos.

10) **DATA PROTECTION**

10.1 The Provider will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of Client information.

10.2 The Provider may communicate with the Client from time to time via postal address, email address or telephone for certain marketing, market research, analysis and related purposes. The client may also choose not to engage in such community if they wish so.

11) **GENERAL**

11.1 Any notice given to the Provider under this Agreement must be in writing (whether or not described as "written notice" in this Agreement) and must be delivered personally, sent by first class post, or sent by email, for the attention of the relevant person, and to the relevant address or email address given below.

The Provider : Strikey Posey

Address: Block 55, New Upper Changi Road #10-1452 S461055  
Email: strikeyposey@gmail.com  
Telephone +65 8700 5750

11.2 This Agreement is made for the benefit of the provider and the client, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

11.3 This Agreement will be governed by and construed in accordance with the laws of Singapore and the courts of Singapore will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

The Terms and Conditions of Service were last updated on 10<sup>th</sup> October 2016.