



W. buttercupbus.com

T. 0203 582 0289

M. 0789 996 5903

E. enquiries@buttercupbus.com

CONTRACT TO SUPPLY CAMPERVAN PHOTOBOOTH SERVICES

[CLIENT.Contact], and Vanilla Chinchilla Ltd T/A Buttercup Bus Vintage Campers, with a business address at 2 Waterworks Cottages, Waddon Way, Croydon, CR0 4HY (“Provider”), enter into this Contract for the performance of services as set forth in the Booking Details below and made part of this Agreement, on the following terms and conditions:

BOOKING DETAILS

The following details have been submitted by you (the Client) via our online booking form. These are the details under which we will provide the campervan photobooth service.

If any of these details change, it is important that you let us know, as per the terms and conditions outlined below.

TERMS & CONDITIONS OF CAMPERVAN PHOTOBOOTH SERVICE

1. What these terms cover

Please find set out below the terms and conditions upon which we, **Vanilla Chinchilla Ltd T/A Buttercup Bus Vintage Campers**, will provide our campervan photobooth services to you. Please read the Terms carefully and make sure you understand them. If there are any Terms you do not understand, please do not hesitate to contact us and we will provide clarification. If you think that there is a mistake in these terms, please contact us to discuss.

Please note that by ticking the checkbox on the booking form, you agree to be bound by these Terms. If you do not accept our Terms please refrain from proceeding with your proposed booking.

The “Buttercup Bus Vintage Campers” brand is a registered trademark to Vanilla Chinchilla Ltd

Registered Company 07459387

2 Waterworks Cottages, Waddon Way, Croydon, CR0 4HY

Buttercupbus.com



We recommend that you print a copy of this for future reference.

2. About us

2.1 Who we are. We are trading as Buttercup Bus Vintage Campers, registered as Vanilla Chinchilla Ltd a company in England and Wales. Our company registration number is 7459387 and our registered office is at 2 Waterworks Cottages, Waddon Way, Croydon, CR0 4HY.

In these Terms, we will refer to ourselves as per our trading name, "Buttercup Bus Vintage Campers".

2.2 What services do we provide? We specialise in retro VW campervans and beetles for a range of services to include wedding transport, campervan photobooths, self-drive holidays and promotional tours. These terms are in relation to the campervan photobooth services only.

2.3 How to contact us. You can contact us by telephoning us on 0203 582 0289 or by writing to us by email via our [Contacts](#) page.

2.4 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your booking, in line with our [privacy policy](#).

2.5 The term "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails, WhatsApp, responses to social media enquiries and SMS.

3. Our contract with you

3.1 The booking process Once we have confirmed availability and pricing with you, we will issue you with an online booking form so that you can provide details of your booking, to include information on the date, timings, locations and contact details.



W. buttercupbus.com

T. 0203 582 0289

M. 0789 996 5903

E. enquiries@buttercupbus.com

This booking form will also have a tick-box, which you must select to accept these terms and conditions.

Once we receive the booking form, we will confirm that we are able to fulfil the booking and will issue you with a booking deposit invoice.

3.2 How we will accept your booking. Our acceptance of your booking will take place when we email you a receipt for your booking deposit, at which point this contract will come into existence on these terms between you and Buttercup Bus Vintage Campers.

4. Our services

4.1 Vehicles may vary slightly from their pictures. The campervan photobooth you book will be the actual vehicle provided on the day. Whilst we have made every effort to display the colours and sizes accurately, we cannot guarantee that your computer, mobile device or printer will accurately display the colour and dimensions of the campers, hence any slight deviation from those images.

4.2 The scope of our services. Your booking form and subsequent contract is for the provision of photobooth services inside a 1970s VW Camper.

4.3 Special services included in the contract. Where selected in the booking form, we may include special services alongside the booked campervan photobooth, to include guest books, USB sticks, upgrades to number and style of prints, backdrops, music and additional hours of service.

If you have also selected our joint wedding transport and campervan photobooth services, the terms of that additional part of the service will be covered under separate terms and conditions.

4.4 Late alterations to booking. Any alterations made to the booking on the day of the service or a request for additional time above the agreed finish time in the booking form, is at the discretion of our staff attending your event. Alterations made on the day will incur an extra charge (which we will invoice to you after the event, at the advertised hourly rate on our website) or may not be honoured if that conflicts with another booking.

The "Buttercup Bus Vintage Campers" brand is a registered trademark to Vanilla Chinchilla Ltd

Registered Company 07459387

2 Waterworks Cottages, Waddon Way, Croydon, CR0 4HY

Buttercupbus.com



4.5 The hire period is when the photo booth will be open to guests. All setting up and dismantling of the campervan photobooth will take place up to 60 mins before and after the hire period.

4.6 Delays to the start time. In the event that the hire does not start at the agreed time as setup has been delayed due to either the venue not allowing access on time or your events are over running the hire will still end as per the agreed time on the booking form.

4.7 No food, drinks or smoking in the campervan photoboth. We adopt a strict No Smoking policy in our vehicles, and also do not allow drinks or food to be taken into the campervan photobooth.

4.8 Hard surfaces. Campervan photobooth hire is for set up on solid, hard surfaces. We may consider other terrain on a case by case basis. Please let us in advance of any non-tarmac travel required (eg events in a field / forest etc). Where the ground may not be suitable for travel in the vehicle (eg after heavy rain), the Driver may look for an alternative location for set up.

4.9 Weather and route closures No responsibility can be taken for route closures or for restrictions relating to vehicle access to any location, hold ups on route or adverse weather conditions. We cannot be held responsible for late arrival or cancellation due to circumstances beyond our control or for any subsequent consequential losses. In the event of extreme weather conditions such as ice or snow, we will make the decision as to whether the campervan photobooth is able to fulfil the contract. If possible an indoor campervan photobooth will be sent with the prior approval of the customer. If an indoor photobooth service is provided, then no refund will be given. If no photobooth is supplied then the full hire contract money will be refunded.

4.10 Damage to the vehicle. You will be responsible for the conduct of all guests using the campervan photobooth the service and Buttercup Bus Vintage Campers reserves the right to invoice or make a charge to you for any losses or damage sustained to any part of the vehicle caused by any guest. A minimum charge of £100 will be applied to cover valet costs should cleaning be required, caused by any passenger through food, drink or illness.



4.11 Grease or dirt from mechanical parts in the vehicle. The vehicles are cleaned thoroughly prior to hire, but no liability can be accepted for clothing stained or marked by road grime, oil or lubrication, however unlikely this may be, from any part of the vehicle. Where the vehicle may have a sliding roof or door, you must be aware that grease will be in the operational parts to function correctly, and care should be taken by the guests when entering and exiting the campervan.

4.12 Conduct of guests. Violence, foul language, intimidation, antagonism or any form of anti-social behaviour towards Buttercup Bus Vintage Campers' employees, agents or subcontractors will not be tolerated. We also hold the right to withdraw from the event if we believe the guests are compromising health and safety regulations.

As a result no refund will be given. Acts of vandalism or malicious damage caused to the campervan may face prosecution.

4.13 Belongings left in the campervan. Our driver will check the campervan for guests' belongings after a service. However, Buttercup Bus Vintage Campers cannot be held responsible for any item broken during the campervan photobooth service, or left in the vehicle after the service. It is up to you and your guests to ensure you have all your belongings at the end of the service.

All articles of property recovered from the vehicle after each event will be held at the premises at which the vehicle is based in accordance with relevant statutory regulations for up to 14 days. You may make arrangements with Buttercup Bus Vintage Campers for a mutually convenient time to collect your items or arrange postage at your own cost.

4.14 Campervan photobooth up-time. The Campervan photobooth will be operational for a minimum of 80% during the hire period; occasionally, operations may need to be interrupted for maintenance of the photobooth (adjusting camera, lighting, print media changes etc).

4.15 Equipment fault(s) that may arise outside of the 80% operational period during the event will be rectified as soon as possible and loss of time will be compensated on a pro rata basis based on the amount of service received.

4.16 Corrupt images. In the event of the images being corrupt, lost or stolen, or the printer /



generator failing, Buttercup Bus Vintage Campers will compensate up to a total value of 25% of the hire fee.

4.17 Digital images. The Hirer will receive a single copy of the digital images from the campervan photobooth to use as they see fit no later than 10 days after the event hire period. (Via a password protected website gallery).

4.18 Image files will be stored on a secure website for no less than 1 month, where guests may log in to download the images for free. After 1 month, Vanilla Chinchilla Ltd is under no obligation to retain or host the files on the website.

We store your photobooth images on a third party, password protected gallery and proofing service: [Pixieset](#) Media Inc.

The password for the images will either be sent direct to the client that booked the service, or will be printed on the instant prints from the photobooth for all booth users from the specific event to access all images from that event.

Once the gallery is published, a cover page for the gallery is generated with one photo from the booth randomly selected for the cover page. This image will be visible by the public – but all other images will only be accessible via the password.

When booth users access and download their images, they will need to enter the password and their email address to gain access to Pixieset, with the email address acting as a login. This allows users to create favourite lists, leave comments and also share images effectively. This is also necessary for the ordering of prints. For further information about how Pixieset collects and processes personal data please visit the Pixieset [website](#).

5. Photobooth power requirements



W. buttercupbus.com

T. 0203 582 0289

M. 0789 996 5903

E. enquiries@buttercupbus.com

5.1 By default, Buttercup Bus Vintage Campers will make use of any mains power supply available within 10m of the campervan photobooth.

5.2 If a power socket will not be available within 10m of the campervan photobooth, it is the responsibility of the Hirer at the time of booking to bring this to our attention. We will then then provide our own power supply by use of one of our petrol 2kw generators.

5.3 If running off our own generator, please note that the generator may only be used to power our own equipment.

5.4. Whilst the generator is a "silent suitcase" generator, it will be audible at sound power level dB(A) 58.

6. Space requirements for Campervan Photobooth Setup

6.1 Buttercup Bus Vinathe Campers requires space to operate allowing guests to line up outside the campervan.

6.2 The space available for set-up should be at least 4m wide, 6m long and 2.5m height clearance.

6.3 Access to the site should include height access of at least 2.3m.

6.4 The ground where the Campervan photo booth is to be set up should be solid and level.

6.5 If the space is inadequate and insufficient we reserved the right to proceed with the cancellation policy.

6.6 Parking costs incurred during the event or at any time Buttercup Bus Vintage Campers is on site is calculated as an additional cost and the Hirer's responsibility. We take no responsibility for time incurred and consequent delay of hire due to inadequate parking or access available.

The "Buttercup Bus Vintage Campers" brand is a registered trademark to Vanilla Chinchilla Ltd

Registered Company 07459387

2 Waterworks Cottages, Waddon Way, Croydon, CR0 4HY

Buttercupbus.com



7. Your rights to change the booking

7.1 If you wish to make a change to the booking before the event booking, please contact us. If it is possible we will let you know about any changes to the price, the timings, or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to proceed on that basis. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract. Your rights to do this are set out below.

8. Our rights to make changes

8.1 **Changes to our services.** Buttercup Bus Vintage Campers may make changes to the campervan photobooths, but if we do, we will notify you and you may then contact us within 14 days to end the contract and receive a refund for anything that you have paid up to that date.

8.2 **Changes to our terms.** We may change these terms from time to time, but the terms applicable to your booking will be the terms in force when the booking was made, unless you agree to the change or the change is required due to a change in law.

9. Providing the services

9.1 **When will we provide the services.** We will provide the services on the date set out in the booking form completed by the Customer.

9.2 **What will happen if you do not give required information to us.** We may need certain information from you so that we can provide the services to you, for example, the venue address. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and Clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate for any extra work that is required as a



result. We will not be responsible for providing the services late if this is caused by you not giving us the information needed within a reasonable time of us asking for it.

9.3 Delays outside of our control. If the supply of the services is delayed by an event outside of our control, for example, but not exclusive to, heavy traffic or road closures, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided that we do this, we will not be liable for delays caused by the event. We recommend that you are covered with adequate insurance.

If our supply of the services are late due to the our fault, then you may treat the contract as at an end straight away, but must tell us before making use of the services. If you or your guests use the campervan photobooth you will lose your right to terminate, but may still be entitled to a part refund.

9.4 If the campervan photobooth becomes unavailable prior to the event. We will contact you in advance to tell you that we cannot provide the services agreed, unless the problem is urgent or an emergency, for example, but not exclusive to theft, damage or breakdown, which occurs less than 24hrs prior to the commencement of the planned itinerary. If we are unable to supply you with the contracted camper photobooth, for example, but not exclusive to theft, damage or breakdown which cannot be repaired before the date of the booking, we will give you the possibility to choose another campervan photobooth of a similar specification, if available. If we are unable to source a similar vehicle, we will offer you a full refund and the contract will be considered terminated.

9.5 If the campervan photobooth becomes unavailable on the booking day. You acknowledge that if an issue arises with the campervan photobooth or driver on the day of the booking (or within 24hrs of the commencement of the planned itinerary) or during the delivery of the service, the ability to source another similar campervan photobooth may be limited.

We will contact you or the nominated point of contact on the booking form to bring any issue to your attention and to agree any contingency plan.



We may send a second similar campervan photobooth as a replacement. If the value of the replacement campervan photobooth is less than the hired vehicle the difference will be refunded, if the value of the replacement is greater then there will be no extra charge added.

The decision will be given to the hirer whether to accept this option before we leave our base. If this option is not accepted by the hirer then a full refund will be issued and our liability will be no further.

If the hirer or nominated point of contact cannot be contacted by phone using the details provided on the booking form, you will authorise us to make a decision on whether to dispatch a second vehicle on your behalf.

9.6 Your right to end the contract because of our actions. If you are ending a contract for a reason set out below, the contract will end. If a refund or part refund is due, this will be paid proportionally and will not exceed the total booking value, within 7days of the termination, back into the account or onto the card from which the funds were received.

From the point of issuing the refund, it can then take another two to seven business days — depending on the card issuer's refund-processing speed — for the refund to show up in your account.

The reasons for ending the contract are:

- a) We have told you about an upcoming major change to the campervan photobooth services we offer, or these terms which you do not agree to;
- b) the supply of the campervan photobooth is significantly delayed because of our fault
- c) on the day we failed to deliver the agreed terms of service
- d) We were unable to provide you with the contracted campervan photobooth (and no suitable alternative was available)
- e) you have a legal right to end the contract because of something we have done wrong.

10. Cancellation terms



10.1 All cancellations must be made in writing to Buttercup Bus Vintage Campers.

10.2 Deposits for bookings that are cancelled within 14 days from the date the booking is confirmed (cooling off period) are refunded 100% as long as the event date is more than 30 days away.

10.3 Deposits for bookings that are cancelled after 14 days from the date the booking is confirmed are non-refundable.

10.4 Should the Hirer cancel within 30 days prior to the agreed event date, then the outstanding balance, minus the deposit is still due in full. We will immediately re-advertise the date - but in the event that we do not secure another booking for the campervan phptpbooth, all monies are still due. If we manage to re-book the date with another customer, all the money paid will be refunded, minus the booking deposit.

10.5 In the event of the Hirer changing the date of a confirmed booking we will transfer the booking fee to the new date, subject to availability (and no later than 12 months in advance). However, if the new date is unavailable the Hirer will forfeit the booking deposit..

10.6 In the event that the Hirer changes the date within 30 days of the original agreed event date, and the new date required is unavailable; then the full balance of the original hire will still be due in full.

10.7 We will allow bookings to be deferred for the first time, within a 12 month period, for free (subject to availability, on a like for like basis). Subsequent deferrals will incur a £25 +VAT booking fee.

10.8 All deferrals must be made within 12 months of the original booking. Any deferrals made for dates after this period, will be accepted (subject to availability, on a like for like basis), and will be subject to a £25 + VAT booking fee plus an invoice to cover any gap in pricing, should the advertised rates for the deferred date be higher.



11. How to end the contract with us

Tell us you want to end or cancel the contract by doing one of the following:

Phone or email. Call us on 0203 582 0289 or email us via our [contacts page](#) . Please provide your name, date of booking, details of the booking and contact details.

We will then respond to confirm that the cancellation has been made.

12. Our rights to end the contract

We may end the contract if you break it. We may end the contract for a service at any time by writing to you if:

- you do not make any payment when it is due and following our reminder, do not make payment within 7 days; or
- you do not, within a reasonable time of us asking for it, provide us with information that is necessary to provide the services, for example, the address and contact details.
- If we end the contract in the situations set out above, we will keep any money you have paid in advance as a deposit and may charge you a cancellation fee as compensation for the costs incurred as a result of your breaking the contract. The cancellation fee will be calculated on the basis set out at Clause 8 above.

13. If there is a problem with the service

How to tell us about problems. If you have any questions or complaints about the service, please contact us. Call us on 0203 582 0289 or email us via our [contacts page](#).



14. Hire costs and payment

14.1 The price The price of the campervan photobooth will be in the email correspondence or phone calls leading up to the booking, and also the invoice (A booking deposit invoice, and second invoice for the balance - or for bookings less than 30 days in advance of the event, one invoice for the balance in full).

14.2 . Payment options. You can make payment with credit and debit cards via either our online Payments page, or “Pay Now” link on our invoices. There is no fee charged to you as a customer, the supplier absorbs the cost of processing the card payment, through our 3rd party card processing provider. We also accept payments by BACS, in which case no extra charges apply to you.

At the point of booking, we will issue you an invoice for the booking deposit. You will have 7 days to make this payment. If you fail to do this, we will release the vehicle for other customers to book. Once the deposit comes through, we will email you a receipt to confirm the booking. Receipts sent directly from our accounts system sometimes go to the spam folder – so keep an eye out for them.

We will then send you a further invoice for the balance, due 30 days before the hire commences. You must pay the remaining balance of the invoice by 30 days before the event date shown on the booking form. In the event that you want to book our campervan photobooth services at short notice, for these bookings (made within 30 days of the service) the full balance will be due at the time the booking is confirmed.

14.3 We can charge interest if you pay late. If you do not make any payment to us by the due date the Supplier may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Buttercup Bus Vintage Campers interest together with any overdue amount.

15. Our responsibility for loss or damage suffered by you



15.1 We are not responsible to you for any loss or damage caused by failure to deliver the service. We are not responsible for any further loss or damage you may incur that is a result of our failure to deliver the service expected, other than the booking value of the hire of the service, provided we have taken reasonable care in the provision of our services. It is our recommendation and the responsibility of the customer to have an adequate event Insurance policy to cover loss or damage caused by a supplier failing to deliver their service.

15.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services

16. How we will use your personal information.

16.1 This is as set out in our [Privacy Policy](#).

17. Other important terms

17.1 Transfer of rights. You need the Supplier's consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

17.2 Nobody else has any rights under this contract. This contract is between you and Buttercup Bus Vintage Campers. No other person shall have any rights to enforce any of its terms.

17.3 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may contact us to request our alternative dispute resolution provider.



17.4 These Term & Conditions have Copyright protection.

This website and its content is copyright of Vanilla Chinchilla Ltd T/A Buttercup Bus Vintage Campers - © 2018. All rights reserved.

Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following:

- You may print or download to a local hard disk for your personal and non-commercial use only
- You may copy the content to individual third parties for their personal use, but only if you acknowledge the website as the source of the material
- You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

18. Document control

- Version 2.12
- Last updated 25/09/2020 to add clauses 10.7-10.8 by *Nathalie Selvon-Bruce, Managing Director, Vanilla Chinchilla Ltd T/A Buttercup Bus Vintage Campers.*
- *Previously updated 11/10/18 by Nathalie Selvon-Bruce, Managing Director, Vanilla Chinchilla Ltd T/A Buttercup Bus Vintage Campers.*

SIGNATURES OF ACCEPTANCE

Client details:

Name:

Date:



W. buttercupbus.com
T. 0203 582 0289
M. 0789 996 5903
E. enquiries@buttercupbus.com

Signature:

Buttercup Bus Vintage Campers

_____ [Document.CreatedDate] _____
Nathalie Selvon-Bruce

Managing Director
Vanilla Chinchilla Ltd