

Terms and Conditions of Sale

Version of 4 August 2026, applicable to any order placed from that date.

This English translation is provided for information only. In the event of any discrepancy or dispute, the French version (badabooth.fr/cgv, also attached to your order confirmation) prevails.

Article 1: Scope

These terms and conditions of sale govern the rights and obligations of the company Badabooth (SAS with share capital of 1,500 euros, 15 Place Grangier, 21000 Dijon, France, SIREN 993 717 735) for the hire of photo booths. Any service performed by the lessor implies the customer's unreserved acceptance of these terms and conditions of sale.

Article 2: Payment

The total cost of the hire may be paid in one or several instalments:

In the event of total or partial non-payment, the customer must pay the lessor a late-payment penalty equal to three times the legal interest rate. A fixed indemnity of €40 (VAT included) is added for recovery costs.

If payment is not made within 10 days, the lessor may refuse to provide the service. In the event of a government cancellation, a refund or credit note is issued. Disputes are governed by French law and fall under the jurisdiction of the Commercial Court of Dijon (Tribunal de Commerce de Dijon).

Article 3: Delivery and provision of equipment

Delivery takes place on the agreed date, anywhere in mainland France and in Europe (depending on the country selected when ordering), via the carrier UPS. The customer must provide a complete address, a phone number on which they can be reached and any information needed for delivery. Delivery will be suspended until the customer has provided the required information.

Obligation to receive the parcel

The customer undertakes to be present, or to appoint a trusted person, at the delivery address given when ordering, on the dates and at the times communicated by the carrier. The parcel can be tracked in real time using the UPS tracking number sent by email.

Failed delivery by the carrier

If the customer is absent when the carrier attempts delivery, the carrier makes a second attempt. If the parcel cannot be handed over despite the carrier's delivery attempts, the service remains payable in full and no refund may be claimed. Badabooth cannot be held liable for a failed delivery attributable to the customer's absence, to an incorrect, incomplete or inaccessible address, or to any other reason beyond the lessor's control.

Where applicable, the lessor may offer the customer an alternative solution (express delivery, collection from a pick-up point, manual delivery), with any additional costs borne entirely by the customer.

Delivery changes made by the customer

Through UPS services (My Choice, online or in-branch redirection), the customer may change the delivery location after shipment (redirection to another address, to a UPS Access Point pick-up point, or to a neighbour). Badabooth formally advises against redirecting the parcel to a pick-up point. Any change made at the customer's initiative is made under their sole responsibility, which includes in particular: the actual acceptance of the parcel by the chosen pick-up point, its opening hours, the collection of the parcel in good time before the event, and the storage of the parcel by the pick-up point. Before making the change, the customer acknowledges having checked that the new destination is compatible with the dimensions and weight of the parcel:

UPS Access Points generally apply a maximum limit of 60 × 60 × 35 cm and 30 kg, which may vary depending on the pick-up point. If the parcel is refused by the alternative recipient chosen by the customer (in particular refusal because the permitted dimensions or weight are exceeded, or because the location is inaccessible), no liability may be attributed to Badabooth. The service remains payable in full and no refund may be claimed. The customer may, at their own expense, request reshipment to a valid address in accordance with this article.

Last-minute orders

For any order placed less than two working days before the event date (in particular the day before or on the day itself), Badabooth uses all reasonable means to ship the equipment immediately, by express transport where appropriate. The customer nevertheless acknowledges that such a short time frame allows no guarantee of delivery before the event, as transport depends exclusively on the third-party carrier. By ordering under these conditions, the customer expressly accepts this risk and takes full responsibility for it: late delivery or non-delivery of the parcel before the event cannot give rise to any refund, credit note or compensation, provided that Badabooth handed the parcel to the carrier within the time allowed by the order date.

Carrier delivery delays

Badabooth undertakes to ship the equipment within the announced time frame (3 to 5 working days before the event). However, the delivery times given are indicative and depend on the third-party carrier (UPS). Badabooth cannot be held liable for a delivery delay attributable to the carrier. No refund or credit note will be granted for a carrier delivery delay. Badabooth undertakes to use all reasonable means to find an alternative solution (express reshipment, manual delivery), with any additional costs borne by the customer.

Return of the equipment

When the equipment is returned, if the customer is not present at the carrier's first visit, €30 will be charged for rescheduling a second collection. Any subsequent absences will incur fees of €50 per day of delay. Any equipment not returned within 7 days of the end date of the hire will be considered lost and invoiced at its replacement value.

Customer's technical obligations

The customer must provide electricity within 3 metres and 1.5 metres of clear space for the photos. A technical support contact who can be reached is required during the event.

Article 4: Liability for unreported damage

Any damage to or malfunction of the equipment must be reported immediately upon receipt and before any use. Any damage discovered later will be considered the customer's responsibility.

Article 5: Liability of the parties

The customer assumes full responsibility once the equipment has arrived at the event venue. Possession is established when the booth has been assembled at the event venue.

The customer takes all necessary measures to ensure the security of the equipment and must hold civil liability insurance. In the event of non-return, theft, loss or damage of the photo booth, whatever the cause, the customer alone will be liable for the damage.

Contact to report damage or theft: hello@badabooth.fr or +33 6 25 82 95 43.

Article 6: Post-event photos: download link, gallery and prints

The download link containing the post-event photos is a gift offered free of charge by the company and is in no way included in the price of the service. This service is provided entirely free of charge and on a non-contractual basis, with no commitment as to the time of delivery.

No refund is available for delivery delays or access problems. Loss or non-return of the equipment prevents the link from being provided.

Online gallery and ordering prints ("reprints")

The lessor may provide an online gallery accessible by link, allowing the event photos to be downloaded free of charge and paid paper prints to be ordered. The customer acknowledges that this link, once shared, gives access to the photos to anyone who has it; its distribution is the sole responsibility of its holder. The gallery is available for a limited period (shown on the page), after which the photos may be deleted without notice.

Each order for prints is concluded between the lessor and the buyer who places it (guest or customer), at the price shown at the time of ordering, payable online. In accordance with Article L221-28 3° of the French Consumer Code, photo prints are goods made to the consumer's specifications and clearly personalised: the right of withdrawal does not apply once printing has started. Production and shipping times are indicative; shipping is by standard post to the address given by the buyer (or free collection from the studio in Dijon), with shipping costs shown before payment. If

a print has a printing defect attributable to the lessor, the lessor undertakes to reprint it and resend it at its own expense.

Article 7: Loss of or damage to equipment

Full reimbursement of the value of the equipment will be required in the event of loss or damage, including accessories.

Article 8: Condition of the equipment

The equipment is delivered in good working order with documentation. When the photo booth is made available, the customer must inspect the booth; otherwise, no claim can be made.

Normal use means operation in accordance with the instructions. The customer is liable in the event of misuse, exposure to rain or negligence. The lessor may terminate the hire and recover the equipment immediately in the event of misuse.

Damage insurance

The damage insurance covers external damage to the casing (scratches, impacts) only during the hire period, excluding the electronics (iPad, printer components). This insurance excludes theft, loss and deliberate damage.

Indicative repair costs:

Article 9: Termination and cancellation

Cancellation terms:

In accordance with Article L221-28 of the French Consumer Code, the right of withdrawal does not apply to leisure services that must be provided on a specific date. However, as a commercial gesture, the lessor grants a withdrawal period of 14 days from payment of the deposit, provided the event date is more than 30 days away. After this period, the deposit is retained.

Article 10: Use of the booth

The lessor must inform the customer of how to use the photo booth. The customer carries out regular maintenance and cleaning using the recommended products. Repair costs resulting from poor maintenance are borne by the customer.

Photo data from the event is stored for a maximum of 3 months after the event. The lessor does not guarantee that this storage will be maintained permanently.

When using the photo booth, the customer undertakes to inform users before the photo is recorded. Commercial use of the photos requires the user's prior consent.

The lessor reserves the right to film the photo booth in operation for commercial content. Unused print rolls cannot be refunded or reprinted after the event.

Consumables: cartridges and rolls (all packages)

Whatever the package (Smart, Happy and Smile booths), opened consumables (cartridges, rolls) cannot be returned and remain the customer's property. Unopened consumables, still sealed in their original packaging, must however be returned with the booth. Any sealed consumable not returned is invoiced at the price of the corresponding refill: €45 per cartridge (Smart booth), €70 per roll (Happy booth), €120 per roll (Smile booth).

"Unlimited booth" package

The "Unlimited booth" package entitles the customer to a number of prints not capped by the lessor on the day of the event declared when ordering, from 8am until 4am the following morning, within the limit of the 300 prints supplied with the booth (three cartridges). This volume is shown to the customer at the time of booking.

The number of prints is limited to one copy per photo taken. Using up the 300 prints supplied does not constitute a malfunction of the booth and gives no right to any refund, full or partial. Additional cartridges can be ordered before the event at the current refill price.

Use of the package is reserved for the single event declared when ordering, on its declared date. Using the booth for a second event, or on another date, is not covered by the package and may give rise to an additional hire being

invoiced at the current price.

Article 11: Automatic video recording in the event of a fall

The booth is fitted with a fall detection sensor. When a fall is detected (tipping over, violent impact), the booth's rear camera automatically starts recording a short 20-second video clip. The sole purpose of this recording is to establish evidence of the circumstances of the material damage, with a view to the possible allocation of repair or replacement costs for the equipment.

Legal basis: the lessor's legitimate interest in protecting its hired equipment (Article 6.1.f of Regulation (EU) 2016/679, GDPR).

Retention period: 30 calendar days from the recording, after which the file is deleted automatically. In the event of an ongoing dispute or litigation, retention may be extended until the dispute is finally resolved.

Recipients: the recordings are accessible exclusively to authorised Badabooth staff in the context of handling material damage. They are not distributed, transferred to third parties, or used for commercial, marketing or artificial intelligence training purposes.

Informing guests: the customer (event organiser) undertakes to inform the participants in their event of this automatic recording device triggered by an incident. Badabooth provides discreet signage on the booth for this purpose.

Rights of the persons concerned: in accordance with Articles 15 to 22 of the GDPR, any person appearing in a recording has the right of access, rectification, erasure, restriction and objection, which can be exercised by email at hello@badabooth.fr. A complaint may be lodged with the CNIL (www.cnil.fr).

Article 12: No test or contact

If the customer does not plug in, use or test the equipment, no claim or request for a refund or credit note will be accepted.

Article 13: Force majeure

Badabooth's liability is excluded for events of force majeure in accordance with Article 1148 of the French Civil Code (an external, unforeseeable and irresistible event).

Article 14: Refund policy

No refund will be made, except in the event of proven and exclusive fault on the part of the lessor or of defective equipment verified before any use.

The following do not give rise to a refund or credit note:

The customer expressly acknowledges that the service is considered to have been provided once the equipment has been shipped to the address given by the customer and the carrier has made at least one delivery attempt. In the event of non-delivery attributable to the third-party carrier, Badabooth may offer a credit note valid for 12 months, with no obligation to refund.

Article 15: Contact

For any question about these terms and conditions, contact us: