



# TERMS & CONDITIONS

Last updated January 2019

## 1. AGREEMENT TO ONLINE TERMS & CONDITIONS

1.1 When hiring a Photo Booth or any of our Products from us you do so in accordance with this Hire Agreement. You are deemed to have accepted the Hire Charge for the hire of the Photo Booth, and other terms such as delivery, which have been quoted to you at the time of placing your order.

1.2 All Products shown on our website are subject to availability. The images of the Products on our website are for illustrative purposes only and may vary slightly from those images.

1.3 Any contract for the hire of the Photo Booth is between you and The Brass Photo Booth Co.

1.4 These Terms and Conditions will remain in place on the website and can be accessed by you at any time. The Terms and Conditions displayed on the website at the time of booking your event shall apply to your booking. We reserve the right to amend or update our Terms and Conditions at any time and any subsequent bookings made by you shall be governed by such terms. We reserve the right to alter our pricing on our literature and website at any time without prior warning but this will not affect bookings which have been confirmed by us.

## 2. MAKING A BOOKING

### 2.1 BOOKING DETAILS

2.1.1 Once you have filled out the Booking Details emailed to you with respect to your hire requirements, you will receive an email from us acknowledging that we have received your request. This does not mean the booking has been accepted. We will send you a confirmation email with our contact details, details of the Product you have hired (and any additional add-ons) for the requested event date, the final full cost (including VAT) and an invoice for the Booking Fee. A contract between us will only be formed once we confirm receipt of your Booking Fee for hire of the Product on the requested date. If a Product is no longer available for hire we will inform you of this by email and your order will not be processed, or if a payment was taken you will be refunded for the full amount.

2.1.2 All Private bookings must be made via email and payments made via bank transfer. Particular care must be taken when completing the Booking Details as changes may only be made in writing and with our consent. All details stated on the Booking Details will be accepted by us as correct including spelling, punctuation and grammar, unless you notify us otherwise in writing. Any costs that we incur as a result of relying on incorrect information supplied by you must be reimbursed by you.

### 2.2 PAYMENT

2.2.1 In order to secure your booking, a Booking Fee of half of the invoiced amount must be paid. The Booking Fee covers any administration costs and secures the services of The Brass Photo Booth Co. The Booking Fee is non-refundable. Reservations are made on a strictly first come, first served basis. Dates will only be secured upon receipt of the Booking Fee and Booking Details.

2.2.2 Following payment of the Booking Fee, the balance of the Hire Charge must be paid in advance of the Hire Term (usually 60 days prior to the event). You will be prompted via email to pay the balance by the due date. Failure to pay the balance by the due date will result in the cancellation of your order. Payment for additional images, services and products are to be made at the time of ordering.

2.2.3 You are not entitled to a refund of any part of the Hire Charge where the Hire Period has ended early due to the Photo Booth being damaged, lost or stolen during the Hire Period or any breach by you of these Terms and Conditions.

## 2.3 CANCELLATION

2.3.1 In the event that you decide to cancel your booking you must notify us immediately in writing. A cancellation fee will be payable calculated based on the period of notice you have given us. These are detailed below:

### CANCELLATION FEES

More than 60 days before the hire period commences: Booking Fee (Half of the invoiced amount).

Less than 30 days (but no more than 14 days) before the hire period commences: 75% of the total hire charge.

Less than 14 days before the hire period commences: 100% of the total hire charge.

2.3.2 The applicable cancellation fee will be deducted from the total amount of fees already paid and the balance shall be refunded to you within 30 days of receipt of your cancellation notice.

2.3.3 At your option and provided you give us more than 30 days notice of cancellation, you may cancel the booking and request that the Booking Fee is transferred to an alternative booking, providing we are available.

2.3.4 We reserve the right to cancel your booking without liability to you and without any obligation to refund your Booking Fee if:

- You do not pay us the balance of your Hire Charge by the date due for such payment
- We have reasonable grounds to believe that you may not pay us the balance of your Hire Charge by the due date and we have requested you to explain the position and you have not done so satisfactorily
- We discover, before you have paid the balance of your Hire Charge, that you have deliberately concealed information, or deliberately given us incorrect information, about your booking in circumstances where (if you had not done so) it would have been reasonably foreseeable that we would not have accepted your booking

2.3.4 If we cancel your booking under any of the circumstances above, the cancellation fees set out in the table above shall apply.

## **3. BASIS OF HIRE**

3.1 Photo Booths or Products hired from us are not intended for your commercial use (apart from promotions) and must only be used in accordance with these Terms and Conditions.

3.2 The Hire Period for the Photo Booth and our Products is for the period specified on the Booking Details. This Hire Agreement is not covered by the Consumer Credit Act, 1974 as the Hire Period is less than 3 months.

3.3 The Hire Period shall commence and end on the dates specified on the Booking Form. No extension to the Hire Period is permitted without our express written consent and receipt by us of the appropriate charge.

3.4 The Brass Photo Booth Co. will recover with prior agreement the cost of accommodation expenses and petrol where the event is at a distance of 50 miles or greater from our base at TN34 1BP. Travel will be charged at 50p per mile. It may be necessary with prior agreement to travel on the evening prior to the event to avoid traffic and other problems. Also it may be necessary to stay overnight where an event runs late. The cost of accommodation and any other additional charges incurred shall be recovered from the customer with regards to late and distant events.

3.5 The Brass Photo Booth Co. will arrive to set up approximately 0.5 hours before the hire period is due to commence. If you require the Photo Booth to be set up earlier than this, an idle time charge applies. The idle time charge is £35 per hour. It is up to you to ensure that the venue agrees to The Brass Photo

Booth Co. being in attendance at the agreed time. We will be happy to liaise with the venue to assist, if requested.

3.6 If we are unable to install the Photo Booth on time due to access restrictions the Hire Period will remain unchanged. If your event simply starts late or runs late, the Hire Period will remain unchanged unless we agree to provide additional hours or to simply delay our planned start.

3.7 We will endeavour to attend any event that you have hired our Product for. Where circumstances make this impossible due to, but not limited to adverse weather conditions, we will contact you as early as possible and a full refund will be made. We reserve the right to cancel any Booking because of adverse weather conditions.

3.8 We will always try to arrive at the venue location which you provide for the agreed time. Where circumstances make this difficult due to severe traffic delays or vehicle breakdowns, we will extend the time of the hire so that the hire period is the same with respect to the Booking made by you. If this is not possible we will refund you accordingly the amount of time delayed by and in proportion to the amount paid.

#### **4. INSTALLATION AND USE OF THE PHOTO BOOTH**

4.1 The Brass Photo Booth Co. requires a minimum of 0.5 hours to set up and test the Photo Booth correctly. If you require the Photo Booth to be set up in a shorter period then we cannot be held responsible if it is not set up correctly or ready on time. It is up to you to ensure that all appropriate consents and approvals have been obtained to ensure that (The Brass Photo Booth Co. are permitted access to install the Photo Booth at the requested location. The Brass Photo Booth Co. cannot be held responsible if for any of the above reasons, we cannot deliver the Photo Booth on time for your event.

4.2 You are responsible for providing the correct address for the venue and checking that the venue allows reasonable access for loading and unloading, as well as suitable parking once the Photo Booth and equipment have been unloaded.

4.3 You will acquire permission from the event venue and arrange for an appropriate space for the Photo Booth. You must ensure that the space provided for the Photo Booth is suitable. All of our Photo Booths require a space at least 2.5m width x 2.5m length, 2.5m height. If you are unsure about space restrictions at your venue for any of our Products, please contact us and we will be happy to advise you.

4.4 You are responsible for ensuring a mains electricity supply comprising of a single 13amp socket is located within the space designated for the Photo Booth.

4.5 All technical issues or other problems concerning the Photo Booth which cannot be resolved by the Hirer must be reported to The Brass Photo Booth Co. as soon as possible in order to provide us with an opportunity to remedy the problem.

4.6 The Brass Photo Booth Co. agrees to have a Photo Booth operational for a minimum of 80% during the Hire Period as operations may need to be interrupted for servicing of the Photo Booth.

4.7 If the Photo Booth is out of use for more than 20% of the Hire Period due to technical difficulties, we shall refund the customer accordingly to the amount of time that the booth is not in operation and in proportion to the amount paid for the 2.5 hours of hire or more.

4.8 Where you have purchased a Guest Book as part of your package or as an additional add-on, it is not our responsibility if any pictures are not placed in the Guest Book. Any damage to the Guest Book during the event is not our responsibility.

4.9 Prop Box items may vary.

4.10 We cannot be held responsible for the number of times the Photo Booth, the social features are used or prints made. In this instance no financial reimbursement shall be given.

#### **5. RISK AND OWNERSHIP OF THE BOOTH**

5.1 Full ownership in the Photo Booth shall remain fully vested in us at all times. You have no right, title or interest in the Photo Booth other than that you are entitled to hire the Photo Booth for the Hire Period.

5.2 You hereby indemnify us against any losses, costs, damages or expenses that we may reasonably incur as a result of your breach of any of these Terms and Conditions and any loss or damage caused to the Photo Booth.

## **6. STAFF**

6.1 Staff supplied by The Brass Photo Booth Co. are for the sole purpose of providing technical support, hosting (which shall include management of operating the Photo Booth and people using the Photo Booth and management of the Guest Book) and on-site picture editing assistance. As agreed with the Hirer prior to the start of the Hire Term, where staff are supplied by The Brass Photo Booth Co. you must ensure that a minimum 30 minute break (taken at a mutually convenient point) is given to the operator for Hire Periods longer than 4 hours. The Brass Photo Booth Co. staff should not be requested to undertake any additional function without first obtaining our consent.

6.2 Food and beverages must be provided to all The Brass Photo Booth Co. staff where attendance is over 5 hrs.

## **7. TERMINATION OF HIRE**

7.1 The Brass Photo Booth Co. will not tolerate any abuse or threatening behaviour to any of our staff or abuse of the Photo Booth or equipment. If this occurs The Brass Photo Booth Co. retain the right to terminate the hire immediately. This applies equally to you and your guests. The Brass Photo Booth Co. may terminate the hire in cases where our staff are of the reasonable view that the equipment belonging to The Brass Photo Booth Co. or the Photo Booth itself is in danger of being damaged or has been damaged due to the actions or unruly behaviour of the people using the Photo Booth(s). Wherever possible and reasonable to do so we will speak with you or the venue first to try to resolve the matter before any termination is enacted. If we do terminate, for any reason, the full Hire Charge will remain due and we will not issue any refunds for any period of hire not provided. Moreover, you will be fully responsible for any damages caused by you or your guests or other attendees at the event to the Photo Booth and or equipment howsoever caused, with the sole exclusion of damage caused by The Brass Photo Booth Co. staff. You will be invoiced for the replacement of any damaged or broken parts including the cost of labour.

7.2 We also reserve the right to terminate the Hire Agreement at any time if you are declared bankrupt, enter into any arrangement with your creditors, or being a company, go into liquidation or are wound-up, or being a partnership, is dissolved or if, in our reasonable opinion, one of the aforementioned events is likely to occur.

7.3 We shall also be entitled to terminate the hire immediately where we have reasonable grounds to believe that you have acted in breach of this Hire Agreement.

## **8. PHOTOGRAPH USAGE AND OWNERSHIP**

### **8.1 Copyright**

The 1988 Copyright Design & Patents Act - section 77 & 80 assigns copyright of photographs/digital images to The Brass Photo Booth Co.. It is contrary to the act to copy or allow to be copied photographs captured by The Brass Photo Booth Co. by any means.

### **8.2 Digital Files**

All digital files remain the property of The Brass Photo Booth Co. unless copyright has been purchased by the client for personal use only.

### **8.3 Use of Photos**

Unless otherwise notified and agreed with you, you agree that all pictures taken in the Photo Booth may be uploaded to a web gallery unless otherwise stated and exempt us from responsibility of publishing the pictures. Photos taken in the Photo Booth during the event may be used by us to assist with promotion of The Brass Photo Booth Co.. This may include printed matter as well as online images. We will not use any pictures that we think may cause offence or embarrassment to the people in the picture. We will remove

any picture from our website if requested to do so.

#### **8.4 Supplied Prints, Albums and Merchandise**

The Brass Photo Booth Co. takes the utmost care whilst producing supplied prints, albums and other merchandise. Our Products are subject to rigorous quality inspections and are dispatched in perfect condition. On receiving our Product(s) the customer will have 7 working days to report any fault or problem due to shipping or handling to The Brass Photo Booth Co.. The Brass Photo Booth Co. will rectify any fault free of charge during this time period. Faults reported outside 7 working days will be subject to costs.

### **9. Limitation of Liability**

9.1 We disclaim any and all liability to you for the supply of the Photo Booth to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If we are found liable for any loss or damage to you such liability is limited to the Hire Charge you have paid. We cannot accept any liability for any loss, damage or expense, including any direct or indirect loss such as loss of profits, to you howsoever arising.

9.2 We shall not be held liable for any failure or delay in performing the service and hiring the Photo Booth where such failure arises as a result of a Force Majeure event. In such circumstances our liability shall be limited to a pro rata refund of the deposit where applicable.

9.3 We do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the hire of the Photo Booth. We do not make any representation or guarantee that use of the Photo Booth in any promotional context will generate revenue or customers for you or your business.

9.4 Our total liability to you in respect of all other losses arising under or in connection with this Agreement, whether in contract, negligence, breach of statutory duty, or otherwise, shall in no circumstances exceed the hire price of the Products. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

9.5 We shall not be liable for any misrepresentations other than fraudulent misrepresentations.

9.6 Nothing in this Hire Agreement shall limit our liability for personal injury or death arising as a direct result of our negligence.

### **10. GENERAL**

10.1 We may subcontract any part or parts of the services that we provide to you from time to time and we may assign or novate any part or parts of our rights under these Terms and Conditions without your consent or any requirement to notify you.

10.2 We may alter or vary the Terms and Conditions at any time without notice to you.

10.3 The Hire Agreement constitutes the entire agreement between you and us. No other terms whether expressed or implied shall form part of this contract. In the event of any conflict between the Hire Agreement and any other term or provision, this Hire Agreement shall prevail.

10.4 If any term or condition of the Hire Agreement or these Terms and Conditions shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the terms shall continue in force without such term or condition.

10.5 This Hire Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.

10.6 No delay or failure on our part to enforce our rights or remedies under the Hire Agreement shall

constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing. 11.7 It is not intended that the undertakings and obligations of the parties set out in this Hire Agreement shall be for the benefit of and capable of being enforced by any other person by virtue of the Contracts (Rights of Third Parties) Act 1999.

