

Terms and Conditions

DEFINITIONS AND INTERPRETATION

'Contact' means the contact named by the Hirer on the Booking form. 'Booking form' means the form completed to confirm details of booking including Contact on the day. This may also be in the form of an e-mail. 'Client' means the Main booking contact named on the Initial Booking Form. 'Hire date' means the date the Photo Booth is hired 'Photo Booth' means the "EFFORTLESSEVENTSUK.COM" (EFFORTLESS EVENTS BUCKS LTD) photobooth and associated equipment. 'Location' means the Location of the Photo Booth once delivered and setup by EFFORTLESSEVENTSUK.COM. (EFFORTLESS EVENTS BUCKS LTD) 'User' means the people that use the Photo Booth whilst out on hire to the Hirer. 'Venue' means the postal address at which the Photo Booth is to be located on the Hire date. In this Agreement the words 'include', 'includes', 'including' and 'such as' are to be construed as if they were immediately followed by the words 'without limitation'.

Reference to the singular includes the plural and vice versa.

COMMENCEMENT

The hire will commence on the date, time and location agreed between the Client and EFFORTLESS EVENTS BUCKS LTD and will remain in place until the photobooth and associated equipment is back in the possession to the satisfaction of EFFORTLESS EVENTS BUCKS LTD.

USE OF EQUIPMENT

The Client is to ensure the Photo Booth and all associated equipment is used properly and ensure that it will be used safely and without risk to health and shall keep the Photo Booth properly protected and safe. "EFFORTLESS EVENTS BUCKS LTD" will not have any liability of whatever kind for any defects resulting from wear and tear, accident, improper use by the Client or Users.

The client is to obtain any consent or permissions in the use of the Photo Booth at the Venue and the "EFFORTLESS EVENTS BUCKS LTD" shall not be held liable for refusal or lack of any consent or permission. The "EFFORTLESS EVENTS BUCKS LTD" Representative has the right to refuse to deliver the Photo Booth if:

It believes that the Photo Booth will not be used properly;

The Venue or Location is believed to be unsafe or a risk to health;

The Venue or Location is believed to possibly cause damage to the Photo Booth;

The Venue or Location is believed to not be secure.

Idle time requires the Booth to be securely stored.

We have taken every care to ensure that all items on our website are correct. We will not be held liable for any errors or inaccuracies which may occur through the website, email or verbally with a representative and will not be obliged to supply goods at any inaccurate price.

We endeavour to be timely for setup and the start of the event, however due to certain circumstances beyond our control we may be delayed. Where possible an attendant will contact the persons responsible to notify them. We will endeavour to run the booth over the allotted time to make up the correct hire time if possible. We cannot give any refunds for circumstances beyond our control such as parking or distances for transferring the equipment.

WIFI

Where possible a WiFi connection needs to be made available for uploads. We cannot be held responsible for the quality of the WiFi connection or disconnections, or re-connections required by the WiFi connection.

The Client is required to check this before the event. If WiFi connection is not sufficient during the hire period, all images taken during the hire period will be sent out once we are back in possession of the equipment and in a strong WiFi environment.

PAYMENT

A deposit as specified upon the Booking page shall be paid by the client to the EFFORTLESS EVENTS BUCKS LTD. A receipt in the form of an e-mail shall be sent to the Client. The client will then receive a contract to sign, and the full balance payment is required in at least 30 days advance of the hire date. If the booking date is within 30 days of the hire date, then full payment will be required on the booking page. If the client fails to make the balance payment within 5 days of the 30-day balance payment deadline EFFORTLESS EVENTS BUCKS LTD has the right to cancel the booking. No refunds are to be given due to fault of the Client in operation of, or use of, the Photo Booth, or in lack of obtaining, or in the refusal of the appropriate consents or permissions. No refund will be made for low usage of the facility.

CANCELLATION

Upon receipt of written notification of cancellation 30days prior to hire date EFFORTLESS EVENTS BUCKS LTD shall refund any monies paid less the Deposit.

Upon receipt of written notification within 30 days prior to Hire date no refund will be provided.

DAMAGE LOSS AND REPAIR

The client is responsible for the loss, theft or destruction of or for any damage to the Photo Booth occasioned in any manner or by whosoever or by any cause whatsoever while the Photo Booth is at the client's risk and fully and effectually indemnify EFFORTLESS EVENTS BUCKS LTD in respect of all claims, proceedings, costs, expenses, loss, damage and liabilities incurred by the EFFORTLESS EVENTS BUCKS LTD arising directly or indirectly from any such loss, theft, destruction or damage.

EFFORTLESS EVENTS BUCKS LTD shall not be responsible for any losses or equipment failure which is beyond its control.

MECHANICAL PROBLEMS

If the Photo Booth were to have technical problems every effort will be made to rectify the problem. If the problem is rectified the photo booth will be made available for use over the time provided, if the problem is a printer problem, photos will still be taken and photos will be printed out the next working day and sent to the client. No Refund shall be given unless the Photo booth cannot take photos from a camera failure or hard drive failure.

THE AGREEMENT

This Agreement shall not otherwise be modified except through the agreement by both Parties.

Except in the case of fraudulent misrepresentation the only remedy available to the Hirer in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract.

If the Photo Booth cannot be delivered due to mechanical failure or transportation, or the photo booth malfunctions to a point of being unusable to record photos or videos EFFORTLESS EVENTS BUCKS LTD will be liable for a full refund of the booking amount only.

FORCE MAJEURE

EFFORTLESS EVENTS BUCKS LTD shall not be liable for any failure in the performance of any of its obligations under this Agreement caused by, and may suspend performance of the same during, factors outside its control including, but not limited to, disorder and natural disasters.