

## **KATRINA BAXTER T/AS MIRROR IMAGE KENT**

### **TERMS AND CONDITIONS**

#### **About these terms and conditions (“Terms”)**

These are the terms of use for the hire of any of our products/services.

We reserve the right to amend these Terms from time to time and will post a message on our homepage along with the new version of the Terms if that happens or email to alert you to our new terms.

#### **Products**

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

#### **Our contract with you**

We require the reservation form to be completed and returned by email to reserve your date. All details stated on the form will be taken as given unless we are otherwise notified in email or writing.

You are solely responsible for providing accurate details with respect to any reservation you make.

#### **Price and Payment**

Prices for hire of our equipment are in pounds sterling and include VAT. Prices for hire of our equipment/services may change from time to time, but price changes will not affect any agreements which we have confirmed by email.

There is a date reservation free of £100.00 which is non-refundable. As soon as this fee is paid to us, we will reserve your date. A confirmation email will be sent upon receipt of this payment. The equipment for hire will only be reserved once the date reservation fee payment has been received from you.

The full balance must be paid no later than 7 days prior to the event date along with any extra costs that have been agreed.

While we do our best to ensure that all prices on our site are accurate, errors may occasionally occur. If we discover an error, we will inform you as soon as possible and give you the option of rebooking at the correct price or cancelling. We are under no obligation to provide any service or products to you at an incorrect price, even after we have sent you a confirmation if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing. If we are unable to contact you, we may treat the booking as cancelled and a cancellation charge may apply as outlined below.

## **Cancellation**

If you want to cancel, you must do so in writing. The cancellation charges you must pay shall be determined by reference to the table below and you must pay the charges within 20 working days of our invoice. **In all cases of cancellation your reservation fee of £100 is non-refundable.**

Length of time before the date and cancellation charge

- Up to 3 months after the initial reservation – no cancellation charge
- From 3 month up to booked date – 50% of the total invoiced amount will be charged

**The date of your event can be changed for free subject to availability.**

We reserve the right to cancel your reservation without liability to you and without any obligation to refund your deposit if:

- you do not pay us the balance of your account by the date due for such payment
- we have reasonable grounds to believe that you may not pay us the balance of your account 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 account that you have deliberately concealed information, or deliberately given us incorrect information, in circumstances where (if you had not done so) we would not have accepted your reservation
- where we or any of our associates has received threatening or abusive behaviour from you or anyone attending the event
- we have reasonable grounds to believe that your behaviour or that of any third party is likely to result in damage to our product/services or injury to people

If we cancel under any of the circumstances above, the cancellation charges set out in the table above shall apply.

## **Covid – 19 Clause**

**Should your event have to be cancelled due to a direct instruction from government we will refund all monies paid to us by you. This shall ONLY apply if events are no longer allowed to take place, and not if there has been a directive on numbers that may attend your event, should you cancel due to changes on numbers allowed to attend, please refer to the above table, or contact us to discuss. We will always follow the advice and instructions that can be found at [www.gov.uk](http://www.gov.uk)**

**The date of your event can be changed for free subject to availability.**

## **Damage**

You are fully responsible for any deliberate damage to any of our equipment caused by you or a third party.

## **Venue Access and Location**

We must be provided with the full correct address for the chosen venue, it is your responsibility to ensure this. There must be suitable parking facilities at your venue for the duration of the hire period and reasonable access for both loading and unloading of equipment. It is important that you advise us of any steps/stairs that we may need to use to access your venue. We are happy to liaise with your venue if requested to arrange access at the agreed time on the date, but you must provide a contact number for the venue or an email address.

## **Hire Period**

The hire period will be stated on the confirmation email we provide to you, and as agreed between us. We will arrive to set up approximately 1 hour prior to the specified start time of hire. If you require us to set up earlier than this then you must notify us at the time of booking, and this could be subject to an additional charge.

We fully appreciate that plans sometimes change and that your day may run slightly differently to the pre-arranged times, we will wherever possible aim to be as flexible as possible, however we reserve the right to finish at the time agreed.

If for any reason we are delayed in providing the hired product due to poor access or venue restrictions the agreed hire period will remain unchanged. If your event starts or runs late, the period of hire will still be for the agreed period, unless we have agreed to provide additional hours as per an addition charge.

## **Events beyond our Control**

We will endeavour to attend any event that you have hired our product/services for. Where circumstances make this impossible due to, but not limited to adverse weather conditions, we will contact you as early as possible. We reserve the right to cancel because of adverse weather conditions.

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, or if we are unable to attend or find an appropriate alternative supplier that can cover the booking we will refund you in full.

## **Props**

Prop items may vary, please note that you may incur a charge if these are not returned to us.

## **Your obligations**

You must comply with the terms of the agreement as set out in these terms.

- You warrant that you: are over 18 and have full authority to enter in this agreement.
- You only submit information to us that you are entitled to submit, which is accurate and not confidential.

- If you think that you are entitled or required to act contrary to the agreement due to mandatory law which applies to you, you must notify us at least 28 days before you act contrary to this agreement. We will let you know if we are able to provide a solution that prevents you having to act contrary to the agreement.
- You should not create a false identity or submit inaccurate false or misleading information.
- You agree to indemnify us against all damages losses and costs which we incur due to your failure to comply with this Agreement.

### **Use by minors (under 16's)**

Users of the equipment should be 16 years and over. We reserve the right to politely request an adult be present and accompany any persons that are or appear to be under 16 years of age.

### **Ownership of data**

Images taken by our products during events may be used by us to assist with promoting our services (unless you, or a third-party, requests otherwise). This may include printed publications as well as online images. We own all copyright in any image taken by our products.

### **Termination**

The terms of this agreement, other than the sections dealing with our respective rights and obligations, shall survive termination.

### **Liability**

Our liability if you are a business customer

We only supply the products for internal use by your business, and you agree not to use the product for any re-sale purposes. Nothing in this agreement limits or excludes our liability for:

- death or personal injury caused by our negligence; or
- fraud or fraudulent misrepresentation

However, beyond that we exclude all other liability to the extent permitted at law.

We will under no circumstances whatever be liable to you, whether in contract, negligence, breach of statutory duty, or otherwise, arising under or in connection with the agreement for:

- any loss of profits, sales, business, or revenue
- loss or corruption of data information or software
- loss of business opportunity
- loss of anticipated savings
- loss of goodwill; or

- any indirect or consequential loss.

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.

#### **Our liability if you are a consumer**

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the agreement. We only supply the products for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. Nothing in this agreement limits or excludes our liability for:

- death or personal injury caused by our negligence; or
- fraud or fraudulent misrepresentation

However, beyond that we exclude all other liability to the extent permitted at law.

#### **General legal provisions**

If we choose to waive any particular right we have under the agreement on any particular occasion this does not prevent us from exercising that right on another occasion.

If any part of the agreement is held by a court of law (or similar forum) to be invalid or unenforceable, this shall not affect the validity or enforceability of the rest of the agreement.

You are not entitled to transfer or assign your rights and obligations under the agreement to anyone else without our prior written permission.