



Photo Booth Hire

About these terms and conditions (“Terms”)

These are the terms of use for Pikabooth (“**us/we/our**”) which applies to all hire of our products (“**Products**”) through our website at www.pikabooth.uk (“**Site**”). Please read these Terms carefully before you start to use the Site. When you hire any of the Products that we offer, you are entering into a legally binding agreement with us based on these Terms. If you do not agree to these Terms, please avoid using our Site.

We reserve the right to amend these Terms occasionally and will notify these changes through a statement on our homepage along with the new version of the Terms. Your continued use of the Site will be deemed to be acceptance of any new terms.

Who we are

Pikabooth is a sole trader located and offering services in Dorset.

Products

All 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 actual products available.

Our contract with you

We require booking forms to be completed and returned by email or post in order to place a booking. All details stated on the booking form will be taken as true and accurate unless we are otherwise notified in email or writing.

Once you have completed and submitted the booking form with respect to your hire requirements, we will confirm via email whether or not there is availability for your request. If your booking date is available we will send you a confirmation email with our contact details, details of the Product that you have requested (and any additional add-ons) for the event date (“**Date**”), the final full cost and an invoice for the deposit. A contract between us will only be formed once we confirm receipt of your deposit for hire of the Product on the Date (“**Booking**”). If a Product is no longer available for hire we will inform you of this via email and your order will not be processed, alternatively, if a payment was already taken then you will be refunded for the full amount.



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Please take time to review your booking form entries before submitting your order. You are solely responsible for providing accurate details with respect to any Booking you make.

Price and Payment

Prices for hire of our Products are clearly stated on our Site in pounds sterling. Prices for hire of our Products may be altered occasionally, price changes will not affect any Booking which we have previously confirmed via email.

A minimum 25% deposit is required to confirm a Booking. As soon as the deposit is paid to us, we will reserve your Date. A confirmation email will be sent upon full payment of the deposit. The Product for hire will only be reserved once the deposit has been received from you.

The full balance of the Booking must be paid 28 days prior to the Date along with any extra costs that have been agreed. We will confirm via email, the Date and venue location along with the invoice for the full balance of the Booking. It is your responsibility to ensure that these details are correct. If you think any of the details are incorrect in this final confirmation email you must inform us as soon as possible.

Whilst we do our very best to ensure that all prices on our Site are accurate, errors may occasionally occur. If we discover an error in the cost of booking our Products then we will inform you as soon as possible, whilst giving you the option to rebook at the correct price or cancel the Booking. We are under no obligation to provide any Products to you at an incorrect price, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing; even after we have sent you a Booking confirmation. 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 a confirmed Booking, you must do so in writing. The cancellation charges you must pay will be in line with the table below and you must pay the charges within 20 working days of our invoice.

Length of time before the Date



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Cancellation charge

- More than 6 months – 50% of Total Package Price
- Less than 4 months – 75% of Total Package Price
- Less than 2 month – 100% of Total Package Price

The date of your event can be changed for £60 as long as we have been notified a minimum of 3 months from your Date and as long as the new date requested is available.

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

- you do not pay us the balance of your Booking by the date due for such payment;
- we have reasonable grounds to believe that you may not pay us the balance of your Booking by the due date
- we discover, prior to payment of the booking balance, that you have deliberately concealed information, or deliberately given us incorrect information with regards to 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;
- where any of our employees has received threatening or abusive behaviour from you or anyone attending the event with respect to the Booking;
- we have reasonable grounds to believe that your behaviour or that of any third party is likely to result in damage to our Product or injury to people.

If we cancel your Booking under any of the circumstances above, the cancellation charges set out in the table above shall apply. You are fully responsible for any deliberate damage to our Product caused by you or a third party with respect to your Booking.

Venue Access and Location

We must be provided with the full correct address for the chosen venue, and it is your responsibility to ensure this. There must be suitable parking facilities at your chosen venue and reasonable access for both loading and unloading of our equipment for the full duration of your Booking. We are happy to liaise with your venue if required to arrange access at the agreed time on the Date, but you must provide a contact number for the venue or an email address.



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Hire Period

The hire period for the Booking will be stated on the confirmation email we provide to you. Use of our Product will start at the agreed time and will finish at the agreed time. 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 least 7 days before the Date.

If for any instance 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 over the agreed time, the period of hire will still be for the agreed period, unless we have agreed to provide additional hours as per an additional charge.

Events beyond our Control

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.

We will always try to arrive on time at the venue location. 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.

Your obligations

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

- You declare that you: are over 18 and have full authority to enter into this Agreement.
- You confirm that you are not currently restricted from using our Site or from contracting with us; that you shall not infringe our rights; and that you shall only submit information on the Site that you are entitled to submit, which is accurate and not confidential.
- You are responsible for complying with the laws of the country from where you use the Site and to ensure you have all necessary permission and consents in place in relation to your use of the Site.



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- 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.

Ownership of data

You are solely responsible for all data you enter using the Site (“**Your Data**”), and any intellectual property rights in Your Data will be owned by you. We shall not be responsible for any loss, damage or disclosure of Your Data caused by any third party.

By signing and returning the booking form you agree that all images taken using our Product can be uploaded to our public online web gallery and used for advertising purposes (unless a third party requests otherwise) and we are exempt from any liability with respect to publishing the images. We will immediately remove any picture from our public online web gallery if requested to do so.

You will be asked on the booking form if you would like access to photos via our Site. Where you agree for photos taken at your event to be uploaded to our Site, we exclude all liability with respect to your use or a third party’s use of any images from our public online gallery. We are not responsible or liable for you or any third party uploading images taken by our Product to any social media platform either at your event or through accessing our public online web gallery.

We may record the email addresses of any third party using our Product and any use of personal information shall be in accordance with our Privacy Policy.

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.



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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



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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 was 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.

If there are any disputes arising out of your use of the Site or relating to the Agreement then these will be governed by the laws of England. If either party requires to raise court proceedings against us in relation to any such dispute then these proceedings must be raised in England.