

Terms & Conditions

Customer Terms and Conditions

1. Definitions:

The following words shall have the following meanings in these Terms and Conditions:

“Corporate” means activities booked through our corporate department by entities in the course of its business;

“Quote” means the quotation document for Corporate events issued to the Hirer which details the Photo Booth to be hired and the Hire Period;

“Force Majeure” means any event which is beyond the reasonable control of Victoria Lily Events which shall include, without limitation, acts of God, governmental actions, fire, death, illness or other capacity certified by a properly qualified medical practitioner, war or national emergency, acts of terrorism, protests, riot, civil commotion, explosion, extreme weather conditions, flood, epidemic, lock-outs, strikes or other labour disputes or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials;

“Hire Agreement” is a reference to these Terms and Conditions, any Booking Form and payment instructions provided to you;

“Hire Charge” is a reference to the charge we make for the hire of the Photo Booth to you and which is detailed in any quote we may provide to you;

“Hirer”, “you”, “your” and “yours” are references to you the person hiring the Photo Booth from us;

“Hire Period” is a reference to the period which you have agreed to hire the Photo Booth and which is specified on the Online Booking Form or a Quote;;

“Photo Booth” means the photo booth which we have agreed to hire to you in accordance with these Terms and Conditions;

“Private” means all bookings for private events such as weddings, birthdays and other events of a celebratory nature which are not booked by persons in the course of their business and which are booked through our private department;

“Terms and Conditions” means the terms and conditions of hire of the Photo Booth as set out in this document; and

“Victoria Lily Events”, “us”, “we”, “our” means Victoria Lily Events, 35 Battle Road, Hailsham BN27 3AZ

2. Agreement to Online Terms and Conditions

2.1 When hiring a Photo Booth 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.

2.2 This contract for the hire of the Photo Booth is between you and Victoria Lily Events.

2.3 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.

3. Private Bookings

3.1 Booking System.

All Private bookings must be made email.

3.2 Payment

3.2.1 In order to secure your booking a nonrefundable booking fee of 25% of the Hire Charge quoted to you at the time of placing your order must be paid. Once we receive the the Hire Charge

booking fee we will notify you if your order has been accepted for the dates specified. A contract for the hire of the Photo Booth only comes into effect once we have confirmed your order.

3.2.2 The balance of the Hire Charge must be paid in advance of the Hire Term in accordance with the dates specified on the invoice. 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.

3.2.3 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.

3.3 Cancellation

3.3.1 In the event that you decide to cancel your booking you must notify us immediately in writing. You will forfeit your 25% nonrefundable booking fee.

4. Corporate Bookings

4.1. Making a Booking

If you wish to make a booking you must contact us via email. You will be rendered an invoice with all details in relation to the venue, timings and logistics for the booking.

4.2 Payment

4.2.1 In order to secure your booking a deposit of 25% of the Hire Charge quoted to you at the time of placing your order (or such other amount as we may agree with you) must be paid. Once we receive the Hire Charge deposit we will notify you if your order has been accepted. A Photo Booth will not be delivered on the requested date or time if the deposit has not been paid.

4.2.2 Failure to pay on time will result in late payment charges equivalent to interest on the late payment which shall be calculated on a daily basis at a rate of 5% over our bank's lending rate from the date the payment was originally due until the date of actual payment.

4.2.3 We may also instruct a debt collection agency or solicitor to collect payment (including any interest and/or late payment charges) on our behalf. In such circumstances you will be liable to pay an additional sum to us which will not exceed the reasonable costs that we may incur to pay the debt collection agency or solicitor, who will add the sum to your outstanding debt on our behalf.

4.2.4 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.

4.3 Cancellation

4.3.1 In the event that you decide to cancel your booking you must notify us immediately in writing. You will forfeit your 25% nonrefundable booking fee.

4.4. Graphics & Art Work

4.4.1 Templates will be provided by us should you want the Photo Booth to be customised with graphics. Artwork should be provided by you in a print ready format as specified in the templates. Victoria Lily Events cannot be held responsible for any shortcoming or mistakes in the artwork that you supply. Victoria Lily Events do not provide an artworking service nor do Victoria Lily Events accept any responsibility for editing or proofing of artwork provided. Victoria Lily Events only act as an intermediary between you the client and our printers. Artwork must be supplied by the given deadline and no later. Artwork submitted after a deadline may be subject to extra charges to ensure production in time for your event. Production of artwork submitted after the given deadline cannot be guaranteed and Victoria Lily Events cannot accept responsibility in such circumstances. Victoria Lily Events does not accept responsibility for charges incurred and or of production due to artwork submitted post given deadline date or time. If you require a proof before printing this must be requested by email before printing.

5. Basis of Hire

5.1 Photo Booths 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.

5.2 The Hire Period for the Photo Booth is for the period specified on the Invoice. This Hire Agreement is not covered by the Consumer Credit Act, 1974 as the Hire Period is less than 3 months.

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

5.4 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.

6. Installation and Use of the Photo Booth

6.1 Victoria Lily Events requires a minimum of one hour 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 setup correctly or ready on time. It is up to you to ensure that all appropriate consents and approvals have been obtained to ensure that Victoria Lily Events are permitted access to install the Photo Booth at the requested location. Victoria Lily Events cannot be held responsible if for any of the above reasons we cannot deliver the Photo Booth on time for your event.

6.2 You must ensure that the space provided for the Photo Booth is suitable (at least 2m width x 3m length, 2.1m height) and that an adequate power supply is provided.

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

6.4 Some features require an internet connection which it shall be your responsibility to provide. A minimum upload speed of 1Mbps is required. Where we supply a 3G connection the speed of connection will be dependent upon the ultimate service provider and we cannot be held liable for any delays in connection or connection failures as a result of using a 3G.

6.5 Where you have elected to transport the Photo Booth, you will be responsible for any damage to the Photo Booth or related equipment howsoever caused including any damage caused by third parties and you agree to indemnify us against loss, damage, cost or expense that we may incur as a result.

6.6 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.

7. Risk and Ownership of the Photo Booth

7.1 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.

7.2 You are not permitted to hire, sub-let, sell, lend, or part with possession of the Photo Booth at any time during the Hire Period.

7.3 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.

8. Termination of Hire

8.1 Victoria Lily Events will not tolerate any abuse or threatening behaviour to any of our staff or abuse of the Photo Booth or equipment. If this occurs Victoria Lily Events retain the right to terminate the hire immediately. This applies equally to you and your guests. Victoria Lily Events may terminate the hire in cases where our staff are of the reasonable view that the equipment belonging to Victoria Lily Events 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 Victoria Lily Events staff. You will be invoiced for the replacement of any damaged or broken parts including the cost of labour.

8.2 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.

8.3 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.

9. Privacy Policy

9.1 Data capture:

The Photo Booth may be set up to capture certain user data at the request of the Hirer. Users will be notified of this at the time.

9.2 Facebook:

Victoria Lily Events uses its own “Victoria Lily Events – Photo Booth “ Facebook application to upload pictures along with a set message from our Photo Booths to Facebook. For each Facebook upload, there will be a reference to “Victoria Lily Events – Photo Booth” as this is the name of the application and it is the policy of Facebook to reference it. It cannot be removed.

Victoria Lily Events do not record or save any data of the users of this application when users logon to Facebook.

9.3 Twitter:

Victoria Lily Events uses its own “Victoria Lily Events – Photo Booth “ Twitter application to upload pictures along with a set message from our Photo Booths to Twitter. Victoria Lily Events do not record or save any data of the users of this application when users logon to Twitter.

9.4 Email:

Victoria Lily Events uses its own “Victoria Lily Events – Photo Booth “ Email application to send pictures along with a set message from our Photo Booths to any email address entered. All emails will be sent from a Victoria Lily Events email address which will appear in the ‘From’ section of an email. Victoria Lily Events do not record or save any data of the users of this application unless stated.

10. Photograph Usage and Ownership

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 Victoria Lily Events. This may include printed matter as well as online images.

If you choose to have the Facebook or Twitter upload option you take responsibility for permitting all users to upload any picture to their own Facebook or Twitter page. Victoria Lily Events cannot be held responsible for the content of these pictures.

11. Limitation of Liability

11.1 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.

11.2 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.

11.3 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.

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

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

12. Victoria Lily Events Staff

Staff supplied by Victoria Lily Events 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 on-site picture editing assistance. As agreed with the Hirer prior to the start of the Hire Term, where staff are supplied by Victoria Lily Events 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. Victoria Lily Events staff should not be requested to undertake any additional function without first obtaining our consent.

13. General

13.1 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.

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

13.3 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.

13.4 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.

13.5 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.

13.6. 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.

13.7 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.