

Terms and Conditions of Photolux Limited

Introduction

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Photolux Limited's relationship with you in relation to this website.

The term "photolux", "photolux limited", "photolux.co.uk" or "us" or "we" refers to the owner of the website. The term "you" refers to the user or viewer of our website.

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website.

Photo Booth Hire

These Terms & Conditions set out an agreement between Photolux Limited and the client(s) as defined in the Booking Schedule. Upon booking (either verbally or electronically) it is deemed that the client(s) has read, fully understood, and agreed to Photolux Limited's Terms & Conditions

Equipment consists of any item of hire, including props. All equipment remains, at all times, the property of Photolux Limited. All of Photolux Limited's equipment is for indoor use only in a weatherproof area on a dry, level, hard surface flooring/ground. Photolux Limited warrants that all equipment is in good working order and is fit for its purpose. A risk assessment can be presented upon request, however Photolux Limited will endeavour to ensure that no part of their equipment or set-up will endanger customers using the photo booth

A non-refundable booking fee (as agreed) as well as full acceptance of the terms and conditions, secures the time and services of Photolux Limited for the hire period and is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by Photolux Limited due to cancellation. The booking fee will be deducted from the cost of the client(s) chosen package when calculating the final balance due. Payment in full of the remaining balance will be due one calendar month before the booking date and is paid via BACS or cheque. Card payments will incur administration fees that will be passed on to the client(s). Once final payment has been received, Photolux Limited commits to being available to the client(s) on the stated booking date. Photolux Limited will not operate the photo booth until payment has been made in full

Bookings that are postponed to a later date will retain the fee as long as Photolux Limited can re-schedule for the new date and time. One date re-schedule is included, any further date changes will incur an administration fee

In the event of Photolux Limited being unable to attend the client(s) event due to reasons beyond their control such as (but not limited to) adverse weather conditions, road closures, vehicle breakdown, illness, death, or equipment failure, Photolux Limited's liability will be limited to the refunding all of monies already paid by the client(s) to Photolux Limited for that service

Travel is free within 30 miles of Kegworth, Leicestershire. Any further travel beyond this will be charged at 50 pence per mile. This does not apply to Package 1 - Wedding Photography Deal

There must be suitable parking and unloading/loading facilities at the venue for the duration of the event. If free parking is not available, then the cost is to be covered by the client(s)

Photolux Limited will need one hour to set up the photo booth - if they cannot get access to the venue one hour before the agreed start time to set up, the photo booth may run later than expected. Photolux Limited will not be held liable for any costs and no discount will be applied

The client(s) will ensure that the venue has suitable space and mains electricity for Photolux Limited to operate in. Specifically, this should be at least two power sockets and a working area of approximately 9 feet in height, width and length

Consideration must be given to the placement of the photo booth for the duration of the hire, including set up and break down, with regards to volume levels from disco/live music as this is a health & safety issue to the photo booth operator(s). For example, the photo booth must not be placed in front or in line with a disco/live music or on the edge of a dance floor. Suitable placement of the photo booth must be available e.g. a side room/ante room/foyer

Photolux Limited shall be suitably and tidily dressed during the hire. Namely, this will include wearing clothing with the Company name clearly visible

Whilst Photolux Limited encourages the fun use of the photo booth, if it is felt that the booth is not being treated in a respectful manner, Photolux Limited will ask the guest(s) involved to leave the photo booth area and they will not be permitted to re-enter. Smoking, food and beverages are not permitted in the photo booth area at any time

Photolux Limited will not tolerate any threatening, verbal or physically abusive behaviour from the client(s), guests or venue staff. If the client(s) is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of Photolux Limited, it will result in the early or immediate departure of Photolux Limited. The client(s) understands that in such an event, no refunds will be granted

Any damage/loss to Photolux Limited's equipment through misuse, negligence, abuse or theft by the client(s), their guests, or affiliates, becomes the responsibility of the client(s). The client(s) shall bear the cost of any such repair or replacement. In the event that the equipment becomes damaged beyond repair, the client(s) shall bear the replacement cost and any additional cost as a result of affected future hire

If the client(s) are having a personalised guest book, Photolux Limited will encourage guests to write a message and put a copy of their photo into the book. Photolux Limited cannot be held responsible if they do not. Photolux Limited are not responsible for any damage caused to the guestbook by guests

Forces Majeure:-

Neither Photolux Limited nor the client(s) shall be held responsible or liable if the fulfilment of any terms or provisions of this Agreement are delayed or prevented by revolutions or other disorders, wars, acts of enemies, fires, floods, acts of God, or without limiting the foregoing by any other cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, the party is unable to prevent, whether of the class of causes enumerated before or not. In the event the events contemplated by this paragraph occur, Photolux Limited shall be entitled to retain any and all retainer amounts previously paid by client(s)

In the unlikely event of a technical problem with the photo booth, or in any event beyond Photolux Limited's control which renders the photo booth unusable, a refund will be given pro-rata to any hire time lost

The client(s) will allow Photolux Limited to display any photograph taken during the hire to generally promote the Business in advertising, brochures, magazine articles, websites, social media, sample albums, etc

The client(s) hereby agrees that Photolux Limited may reproduce, publish, exhibit, and otherwise use images from the hire for instructional or marketing purposes without payment of any additional fee, provided there is no specific identification of persons or events appearing in the images. A GDPR form is available on request for opting out