

GENERAL TERMS:

Fotoboov is the trading name for Stephanie Louise Whiting of 15 Alder Way, Creswell, S804GW. These terms and conditions cover any products or services that Stephanie Louise Whiting sells under Fotoboov or any of its associated products. By paying any monies towards these services, you (the hirer) are legally bound by and in agreement with these terms and conditions for your required service as detailed in your invoice. Fotoboov, will not be held liable for failure to supply products or services as agreed in the event of force majeure, arising from terrorism or other deemed 'acts of god'. Fotoboov, will not be held liable for more than the amount paid to the business for failure to supply services for reasons outside of control, for example: significant illness or death in family. If such event occurs, a payment of that paid to the business and no more, will be given to the affected party and paid only to the person who made the booking payment(s) Deposit and balance payments. All bookings are secured via a non-refundable deposit. Fotoboov holds the rights to cancel the booking if deposit payments are not made in full via the specified deadline. It is the responsibility of the hirer to ensure that bookings are secured by paying deposit payments on or before the specified deadline as detailed in invoice. Deposit payments are non-refundable. All final balance payments are to be made at least thirty days before the booking date. In the event of non-payment, Fotoboov holds the right to cancel the booking. Before cancellation of any bookings due to non-payment, the following steps will be taken:

- 1)Reminder email 48 hours after failure to pay
 - 2)Reminder telephone call – logged via email to the hirer 72 hours later
 - 3)Reminder letter at 7 days overdue to be sent recorded delivery
- Failure to respond 14 days before the booking would result in cancellation.

CANCELLATION OF HIRE:

If you wish to cancel the hire, no charge will be enforced with over 30 days before the booking date. If you wish to cancel your booking 30 days or within 30 days of the booking date then the full balance is to be paid to Fotoboov by the Hirer. Failure to do so could result in legal advice and action. If in the event that Fotoboov has to cancel the hire, for reasons other than specified above, a full refund of any monies paid will be given.

STANDARDS OF SERVICE:

If the hirer is unhappy with any part of the booking, then resolution must be sought verbally first to the business or an individual representing Fotoboov at the event. The hirer must make us aware at the time that the issue happens. Fotoboov will not be held liable for any complaints regarding service retrospectively. In the event of a complaint, an immediate resolution will be sought however Fotoboov will not be held liable for any monetary amount over that paid to Fotoboov by the hirer.

Failure to Supply due to equipment technical error:

Due to the nature of our business, if in the event of a critical error which results in Fotoboov being unable to supply the hired product or service, a refund will be given to the hirer as set out below:

Before the event: Full refund. If during the event the refund will be calculated as per the amount of time left in the hire period. For example: 3 hour hire – unable to continue supply due to equipment failure – 1 hour remaining – 33% refund.

If the product or service is temporarily suspended due to equipment fail, Fotoboov will envisage to reinstate service and add any time owing onto the end of the booking. Fotoboov will not be held liable for any monetary value higher than that paid by the hirer in the case of equipment failure. No compensation is available.

TERMS OF USE

Fotoboov require a 3m x 3m flat, watertight space to operate with power point. We will not operate outdoors. We will happily sit in Marquees with a solid floor. Fotoboov need an electricity supply to operate. This should be provided by the hirer. No costs will be incurred by Fotoboov for the use of electric or the hire of powered generator. Fotoboov will refuse to fulfil products or services hired if this condition is not met. No refund will be applied to the hirer, if they have failed to organise a sufficient space for the product or service to be conducted. Fotoboov will not be held liable for changes made to the venue which prevent us from operating. Fotoboov hold the right to restrict use of it's products or services at events where deemed necessary for grounds of health and safety or increased risk of damage to equipment. The SelfieBoov and MirrorBoov requires a 1m x 2m flat space and electricity point to operate. The MirrorBoov cannot be carried upstairs. Ground floor/ramped access must be available or access to a commercial grade lift. A mobility lift is not suitable. It is the hirers responsibility to ensure that this condition is met. No refunds will be given for failure to supply due to no access. Fotoboov can restrict use in the following ways: 1)Reduce the number of people able to use our products and services at one time 2)Withdraw the right to use the product or service from Individuals deemed incapable of safe operation due to Intoxication 3)Withdraw the right to use the product or service after previous incorrect use when inappropriate behaviour has been noted and the hirer has been made aware. Fotoboov will not be held liable for any monetary value in the event that a booking is terminated due to inappropriate use of product or service by the hirer or its guests. Fotoboov reserve the right to stop service of any of its products due to inappropriate use immediately.

DAMAGES

Damages incurred to equipment during hire period as a result of intentional or malicious misuse by guests will be chargeable to the hirer. It will be the hirers responsibility to then recover these charges from any third party.

ASSIGNMENT

Fotoboov reserve the right to transfer, sell or contract out the services provided under this contract to any third party without notice or prior consent. Fotoboov reserve the right to sell part and whole of the business and transfer with it any bookings to be fulfilled as detailed in the hirer's invoice under this contract.

COPY RIGHT

All images or copies either printed or digital taken during the hire period remain the property of Fotoboov and can be used on any marketing materials including websites and social media, unless specifically specified in writing by the hirer within 28 days of the event. These images are protected by the Copyright and Design Act 1988. If used electronically, please refer to the source of these images unless permission is sought and granted from Fotoboov.

We will also remove immediately (within 24 hours) any digital photographs from our website or social media sites if asked too by any user of the photo booths. Signs will be displayed at all events stating that the photographs taken during the event will be made public.

PRIVACY NOTICE

In line with the new GDPR (2018) rules and regulations we will ensure that your data is kept safe. We will not sell or redistribute any of your personal details under any circumstances. We will hold your personal data provided to us for a maximum of 6 years for taxation and record keeping. If you wish for us to remove your personal details from our records, please put your request in writing to us and post to our business address. Your personal details are stored on a GDPR compliant cloud-based software with strict password protection policies in place.

We do not take in house card payments; therefore, we do not store your personal banking details. We will not use your details in any way other than the best interest of your booking. By signing this contract, you give us permission to contact any third parties in relations to your bookings such as venues and third party contractors where we may share details pertaining to the hire and your contract with us.

DATA

If you hired our services at a wedding fayre, or completed a hand-written booking form, we will keep hold of this information until a maximum of 12 months after the event has completed. This information will be stored in a locked cabinet. We will keep all details that you provide to us electronically via our GDPR compliant booking system, by booking with us, you give us consent to store this information electronically and virtually for a maximum of 6 years, after which date it will be securely destroyed.

USE OF IMAGES

As above, any images generated whilst using the equipment will remain owned by the company. Any image generated may be put onto marketing, print or digital media. By using the equipment, the hirer consents to this. Any person using the equipment has the right to withdraw consent for this use at any point. If this occurs, we will remove (within 24 hours) any digital photographs from our website or social media site and cease to produce any further print containing the images. The images from the hired event will be made publicly available on our facebook page / and or website gallery as early as after the event has ceased and will remain there indefinitely unless consent is withdrawn.

OPT OUT

If you wish for us to remove your personal details from our data base, please send this request to info@fotoboov.co.uk where this will be actioned within 28 working days.

If you have any questions regarding this contract, please do not hesitate to contact us.

Terms and Condition May 2018.