

TERMS AND CONDITIONS: ANYTIME EVENTS LTD...

1.0 Unless otherwise stated in writing, these Terms & Conditions apply to all services provided by the company. Therefore it is deemed that by placing a booking with the company (verbally or in writing), whether it is explicitly stated or not, whether the client signs to indicate their acceptance or not, these Terms & Conditions are binding between the client and the company.

Definitions

1.1 Anytime Events Ltd shall/can be referred to as “Cheshire Celebrations/the company”^[L]_[SEP]

1.2 The person(s) and/or organisation booking the equipment shall be referred to as “the client”.

Bookings & Payments

2.0 Unless otherwise agreed in writing, a non-refundable booking fee of 20% is required before a booking can be confirmed. This booking fee shall be deducted from the balance payable.^[L]_[SEP]

2.1 The remaining balance is due 21 days prior to the event date.

2.2 In the event that the client’s event is 28 days or less from the date/time of booking then the full balance shall be due at time of booking.^[L]_[SEP]

2.3 If the client fails to pay the due balance at least 21 days prior to the event, the company reserves the right to cancel the booking.

2.4 Advertised prices are subject to change without prior notification.

Additional charges

3.0 Unless otherwise agreed in writing, where the client requests to extend their hire time on the date of their event a fee of £95 per hour shall be charged. Fee must be paid prior to start of extended hours.^[L]_[SEP]

3.1 Unless otherwise agreed in writing, where the client requests set up is completed more than 30 minutes before the start time of their hire then a fee of £25 per hour will be charged for 'idle hours'.

Refunds

4.0 In the unlikely event that the company are unable to fulfil its contracted obligations for example due to illness or travel delays, the company's liability shall be limited to a refund of any monies paid in relation to the contracted event or a pro rata reduction in the hire fee in the event of delayed start. No further compensation will be paid irrespective of any loss of earnings.^[SEP]

4.1 In the unlikely event of your digital images being corrupt, lost or stolen the company will compensate up to a value of £100.

Equipment

5.0 The company reserves the right to substitute hired equipment with equipment of a similar type and value without notice in the event of previous damage or loss of booked equipment.^[SEP]

5.1 All sizes quoted are approximate

5.2 All goods remain the property of the company at all times.^[SEP]

5.3 The client is liable to pay for any repairs or replacement equipment needed as a result of any damage or loss to the company's equipment caused by the clients and/or guests at the client's event.

Site location & conduct

6.0 The client is responsible for arranging a suitable space for the booth. A suitable space shall be defined as: a clean, safe, dry, indoor space which is at least 2.5 meters wide, 3 meters deep with a minimum ceiling height of 3 meters with a suitable 1kw 13A power supply within 3 meters. There must be enough space for staff to work freely/safely around the area and for guests to queue.

6.1 If the space allocated is deemed unsuitable by the company at the time of arrival or if the space becomes unsuitable during the duration of the hire, then the company reserve the right to cancel the hire and in such a case no refund will be given.

6.2 Hired equipment will be set up in one location only as agreed on arrival and will not be moved once unloaded. No person other than those employed by the company are authorised to move our equipment.

6.3 The company reserves the right to cease operation and remove hired equipment from site if at any time a representative of the company feels that the conduct of the client and/or guests of the client endangers the safety of the company's staff, guests or the safety of the hired equipment. In such cases no refund will be given. Anytime Events Ltd will not tolerate any abuse or threatening behaviour to our employees. If this occurs Anytime Events Ltd retain the right to terminate the hire, with no refund payable for hire time that has been cut short. We are providing a service to you, our staff should be treated with the respect they deserve. Anytime Events Ltd also retain the right to terminate a hire if they feel that any equipment or property belonging to Anytime Events Ltd is in danger of being damaged or has been damaged due to unruly behaviour from you. We also reserve the right to refuse guests to participate in the activities if we feel they are too unruly. In any instances where we feel there is a need to terminate the hire we will attempt to speak with you or the hosting venue first, if possible to try to resolve the matter before termination.

6.4 The company accept no liability for any damage or loss of personal property and or any injury arising from the use of the hired equipment.

6.5 Anytime Events Ltd agrees to have the booth operational for a minimum of 80% during the hire period; operations may need to be interrupted for servicing/delays

6.6 If the booth is out of use for more than 20% of the hire period due to technical difficulties, we shall refund the client accordingly to the amount of time that the booth is not in operation and in proportion to the amount paid for the agreed hours hire.

Image usage

7.0 Unless otherwise agreed in writing the client accepts for the company to use any images taken at the event on the company's website, in social media and in other marketing material without limitation.

Force Majeure

8.0 Events outside the company's control, which are not reasonably foreseeable, shall be considered force majeure, meaning that the company is released from its obligations to fulfil contractual agreements. Examples of such events are government action or omission, new or amended

legislation, conflict, embargo, fire or flood, sabotage, accident, war, natural disasters, strikes or lack of delivery from suppliers. The force majeure also includes government decisions that affect the market negatively and products, for example, restrictions, warnings, ban, etc. Where circumstances make it impossible to fulfil the booking, Anytime Events Ltd will contact the client or the venue as early as possible and a full refund will be made.

8.0a Should events be required to change date due to government decisions beyond the control of venues, clients or Anytime Events Ltd. Anytime Events Ltd will be more than happy to try and transfer your booking to another date where availability permits.

8.0b Should the client decide to cancel over their own concerns of government action, new or amended legislation, conflict, war, natural disasters. If the event legally can still proceed we reserve the right keep 100% of the booking Fee, 75% of the balance 14 days before and 100% of the balance 7 days before the event.

8.1 Anytime Events Ltd will always try to arrive at the venue at the agreed time. Where circumstances make this difficult due to severe traffic delays or vehicle breakdowns, Anytime Events Ltd will be happy to extend the end time of hire to make up for the late start. If this is not possible we will refund the client accordingly to the amount of time delayed and in proportion to the amount paid for the agreed hours of hire. We will, however, try our best to get to your event as soon as we can and attempt to contact you.

Copyright

9.0 The 1998 Copyright Design & Patents Act section 77 & 80 assigns copyright of photographs/digital images to Anytime Events Ltd. It is contrary to the act to copy or allow to be copied photographs captured Anytime Events ltd by any means.

Digital Files

10.0 All digital files remain the property of Anytime Events Ltd unless copyright has been purchased by the client for personal use only.

Cancellation of Services

11.0 The client may cancel their agreement with Anytime Events ltd at any given time up to 30 days before the date of the event by sending written notice to Anytime Events Ltd. Anytime Events Ltd will reimburse any

monies paid less the booking fee which remains non refundable. Cancellation less than 21 days before the event date will result in the balance payment to date as non refundable.

11.1 Any request for a date change must be made in writing by the client at least 30 days in advance of the original event date. Change is subject to availability and receipt of a new booking contract (hire agreement). If there is no availability for the alternate date, the booking fee shall be forfeited and event cancelled. Any cancellation will forfeit any booking fee payment made.

Digital Sharing

12.0 The client must ensure that the venue has a wifi connection for images to be sent via email and text.

12.1 If there is no wifi available, the images will be queued for upload and sent at the earliest possible time following the event.

12.2 Wifi hubs are available at an additional cost from the company, but cannot be guaranteed to work in every venue.

Expenses

13.0 Anytime Events LTD will recover with prior arrangement the cost of accommodation expenses and petrol where the event is at a distance of 30 miles or greater. Travel will be charged at 50p per mile.^[1]_{SEP}

13.1 It may be necessary with prior agreement to travel on the evening prior to the event to avoid traffic and other problems. Also it may be necessary to stay overnight where an event runs late. The cost of accommodation shall be reimbursed from the client with regards to late and distant events.

13.2 Food and beverages must be provided to all booth attendants where the event attendance is over 5 hours.

Limitation of Liability

14.0 In the event of total photographic failure or cancellation of this contract by either party or in any other circumstances, the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss.