

Terms and Conditions

In making a booking with Karl Fellows and Fells Fun Booth, Fells Fotos, or any company within the Fells Group, you are deemed to have read, understood and agreed to the following terms and conditions.

General

Throughout these terms and conditions, Fells Fun Booth, Fells Fotos, or any company within the Fells Group shall be referred to as 'the company'. The person(s) and/or company who book and pay for the equipment and hire shall be herein referred to as the 'client'.

1.Booking

1.1 Your booking is not confirmed until the company has received a booking fee and confirmation has been sent to the client by email or online booking confirmation.

1.2 When booking a photo booth/mirror or any other product or service with the company, it is deemed that the client has read, understood, has fully agreed with and is therefore bound to our terms and conditions of hire.

1.3 If the company is not ready to commence at the agreed start time and it is the company's fault, the company agrees to operate the hired equipment for the agreed length of hire time (venue permitting). However, if the company is not ready to commence at the agreed start time, as setup has been delayed due to unforeseen circumstances which are not the fault of the company, the hire will still end at the agreed finish time as stated on the booking form/invoice.

1.4 In the event that the company has set up on time but hire does not start at the agreed start time due to the actions of the client or venue, the hire will still end at the agreed finish time as stated on the booking form/invoice.

Force Majeure

1.5 The company cannot be held responsible for any unforeseen circumstances that may stop them from attending your event. These include, but are not limited to, severe weather conditions, traffic delays, breakdown of company vehicles, sickness and/or equipment failure. If the company cannot attend or fulfil the client's hire due to events beyond the company's control they will contact you or the venue as soon as possible. In these instances, the company will offer a full refund.

2. Prices, Booking Fees and Balance

2.1 All hires are subject to a non-refundable booking fee of the agreed deposit amount when hiring any of our photo booths, mirror or services.

2.2 The remaining balance is due, in full, 30 days before the event start date or immediately if the booking is made less than 30 days to the event.

2.3 On the event day, if the operative is asked to operate the hired equipment for longer than the agreed time on the booking form, an extra charge will be payable up front of extra time requested and only if time permits and the attendant agrees.

2.4 All advertised prices and times are subject to change without notice. However, the price agreed at the time of the booking will not be changed unless changes to the booking have been made.

2.5 The company reserves the right to substitute any equipment with other equipment of a similar type and value without notice.

2.6 All dimensions, if given, are approximate.

2.7 All props etc. remain the property of the company except where personalised props have been ordered and paid for.

2.8 The company reserves the right to alter or modify any product specifications without prior notice.

3. Cancellations

3.1 Booking fees/deposits are non-refundable. Cancellation liability is then as follows: If cancellation occurs between 90-61 days, the client will lose their booking fee, - if cancellation occurs between 60-30 days before the event date, the client shall be liable to pay 50% of the total payable, - if cancellation occurs within 30 days of the event date, the client shall be liable to pay 100% of the total payable.

3.2 The client should notify of their wish to cancel a booking at the first instance available by telephone. This request should also be followed up in writing/email.

3.3 A booking shall only be deemed as cancelled once the company has sent confirmation of the cancellation in writing.

4. Rescheduling

4.1 This will only happen if due consideration is given to the amount of time remaining before the event and if the date is free.

4.2 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 booking equipment.

4.3 The client shall be liable to pay as agreed in section 3.1 should rescheduling not be available.

5. Site location, Facilities and Conduct

5.1 The client shall provide the company with a suitable parking space for a large vehicle within 50m of the venue. The route to the venue shall be free of any obstacles and shall be safe for all company staff.

5.2 Parking shall be provided, at the client's expense, for the duration of the event/or any period where the company is required to be on site in order to fulfil the agreement.

5.3 Hired equipment will be set up in one location only as agreed on arrival and will not be moved once set up. Please ensure there is sufficient space at your venue.

5.4 Please ensure that you have obtained permission at your venue to use our hired equipment. It is the client's responsibility to inform the venue that we will be there and to arrange an area where we can set up. We will not be responsible for any losses due to refusal by the venue.

5.5 The equipment will be set up at the location given by you or the venue. We cannot override the venue's decision of where the equipment will go. Please make sure that there is sufficient room at the venue for the equipment and that we have access to a power outlet. We must avoid any trailing wires or trip hazards as much as possible. Please keep us as far away from the sound system as possible so that we are able to easily communicate with your guests to ensure they get the most out of their experience with the company.

5.6 Please inform the company of any circumstances that would make setting the hired equipment more demanding. This includes going upstairs and long distances. The company allocate a set period of time for setting up the hired equipment which is included within your price, if there are any complications that are not made known to the company beforehand then time taken will come out of the operating time. Idle hours are available at a cost of £25 per hour; please inform the company when booking if any are required. Extra hours may be available on request and once payment is made.

5.6 The client is responsible for ensuring that suitable security and crowd control measures are in place prior to the start of the event.

5.7 The company reserves the right to cease operation and remove the hired equipment from the venue if at any time a representative of the company feels threatened by the guests or clients or that the guests' or clients' conduct endangers the safety of other guests, clients, themselves or the safety of the hired equipment. The company will not tolerate verbal or physically abusive behaviour. If the client is unable to control the conduct of attendees, resulting in an unacceptable degree of misconduct, or if any such conduct injures or damages the equipment or our representative, it will result in the early and immediate departure. The client understands in such an event, no refund will be granted and claims for damage or injury may result.

5.8 The company reserves the right to refuse guests' admission into the photo booth/mirror areas if our staff feel they are: too intoxicated, verbally abusive, too unruly or risk damaging equipment. The company will close down immediately if any signs of physical violence are shown and in such cases no refund will be granted and claims for damage or injury may result.

5.9 All children under the age of 16 must be supervised by a responsible adult. The company reserves the right to stop children using the booth alone and will exercise this right.

Delivery

6.1 Delivery, assembly, dismantle and collection to and from your chosen venue is set clearly within your package details when quoted and booking. Any booking outside a radius of 50 miles of B71 will incur a surcharge. This will be stipulated when booking.

7. Liability and Insurance

7.1 The client agrees to cover the company for any damage or theft of the company's equipment whilst on hire.

7.2 The company accepts no liability for any damage or loss of personal property and/or injury arising from accident, neglect or misuse from use of the hired equipment.

8. Use of Imagery

8.1 All images, video clips, poses, settings and layouts remain the copyright of the company.

8.2 The client agrees that all images taken during the event as part of the agreed hire period, can be uploaded to a web gallery and social media platforms for public viewing. The client grants permission for images to be used for advertising and promotional purposes.

8.3 The company does not check, and cannot be held responsible for, inappropriate or offensive photographs or video clips taken whilst using the company's equipment. Where the company notices such behaviour or photographs, the company reserves the right to delete any images it may feel cause offense or embarrassment.

8.4 Should the client wish to decline the online gallery service and/or use of the images for advertising/marketing purposes, they should do so on behalf of all guests and in writing prior to the event. In such cases, the company will not be held responsible for guests uploading to the public domain, photographs under their own volition and/or referring to the company as suppliers of the original imagery during or after the event.

8.5 Where the client accepts the online gallery service and/or use of the images for advertising/marketing, they do so on behalf of all guests. Should the company receive requests for individual photographs to be removed from galleries, such requests will be actioned as soon as possible and in a timely manner. However, the company will not be held responsible for images that are already in the public domain.

9. Cancellation regarding Infectious Diseases

9.1 The company will be governed by Government guidelines on all such issues as infectious diseases. Whereby an event cannot take place due to the closure by the event venue, a full refund will be given if rescheduling cannot take place. However, if the venue is open and the client is cancelling, the client will be bound by the cancellation fees set out in section 3.1.

10. Food and refreshments for our staff

10.1 As our staff will most likely be at your event during times when they would normally have a meal, and due to restrictions whereby most venues do not permit the company to bring their own food, the client hereby agrees to provide a meal(s) for each staff member of the company.