

# Dockerill's Photobooth Terms and Conditions

Effective as of (07/01/2019)

## TERMS AND CONDITION

Welcome to the Dockerill's Entertainment and <https://www.dockerillsentertainment.com>. The following Terms of use apply when you view or use Dockerill's Entertainment or services via <https://www.dockerillsentertainment.com>. The Dockerill's Entertainment website (the "Site") is comprised of various web pages operated by Dockerill's Entertainment and <https://www.dockerillsentertainment.com>. <https://www.dockerillsentertainment.com> website among others is offered to you conditioned on your acceptance without modification of the terms, & conditions, and notices contained herein (the "Terms").

Please endeavor to review the following terms carefully as it governs the relationship between you and (us), <https://www.dockerillsentertainment.com> and limits our liability to you when you purchase products or services from our website. By accepting these terms and conditions you are forming a contract with us and agreeing to the terms and conditions that appear below. References to "you" and "your" are to you as an individual. References to "us", "our" and "we" are to Dockerill's Entertainment (Sole Owner of <https://www.dockerillsentertainment.com>). The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

- You may not create a link to this website from another website or document without Dockerill's Entertainment prior written consent.
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Scotland and Wales.
- Use of the Booking System or Enquiries will mean your details will be shared within our network of Dockerill's Entertainment operators.

## **SECTION 1: DEFINITIONS AND INTERPRETATION**

In this Agreement unless the context requires otherwise the following words and expressions have the following meanings:

- 1.1. 'Contact' means the contact named by the Hirer on the Booking form. Please note that if on the day the Contact is not available then Dockerill's Entertainment reserves the right to select an appropriate alternative. This may include, but not be limited to, a member of staff at the Venue, an events coordinator, a User or a close family member or friend of the Hirer or indeed the Hirer themselves.
- 1.2. 'Booking form' means the form completed to confirm details of booking including Contact on the day. This may also be in the form of an e-mail. 'Hirer' means the Main booking contact named on the Initial Booking Form. 'Hire date' means the date the Photo Booth, silent disco, Display Board, British Post Box is hired.
- 1.3. 'Photo Booth', Silent Disco, Display Board and British Post Boxes means the system and related equipment. 'Location' means the Location of the Photo Booth, Silent Disco, Display Board and British Post Boxes once delivered and setup by a Dockerill's Entertainment Representative on the
- 1.4. Hire date. 'User' means the people that use the Photo Booth, Silent Disco, Display Board and British Post Boxes whilst out on hire to the Hirer. 'Venue' means the postal address at which the Photo Booth, Silent Disco, Display Board and British Post Boxes is to be located on the Hire date. 'The Dockerill's Entertainment Representative' means a representative, either employed directly or subcontracted for Dockerill's Entertainment.
- 1.5. In this Agreement the words 'include', 'includes', 'including' and 'such as' are to be construed as if they were immediately followed by the words 'without limitation'.
- 1.6. Reference to the singular includes the plural and vice versa.
- 1.7. Dockerill's Entertainment may use pre-vetted agents for event hire. Systems and Mechanical Structures are identical to Dockerill's Entertainment equipment in each way. Dockerill's Entertainment cannot be held responsible for any damage from third parties. All complaints need to be directed to the third party hire for reconciliation.

## **SECTION 2: COMMENCEMENT**

The Agreement shall commence on the date the Booking Form is signed or confirmation of booking is received via e-mail and shall remain in place until the Photo Booth is either collected or returned to the satisfaction of Dockerill's Entertainment.

## **SECTION 3: USE OF THE PHOTO BOOTH/SILENT DISCO/LED DISPLAY BOARD/BRITISH POST BOXES**

The Hirer is to ensure the Photo Booth, Silent Disco, Display Board and British Post Boxes is used properly and ensure that it will be used safely and without risk to health, shall not remove or alter or permit removal or alteration of identification numbers or marks of the Photo Booth, Silent Disco, Display Board and British Post Boxes and shall keep the Photo Booth, Silent Disco, Display Board and British Post Boxes properly protected and safe. Under no circumstances shall Dockerill's Entertainment have any liability of whatever kind for any defects resulting from wear and tear, accident, improper use by the Hirer or Users except in accordance with the instructions or advice from Dockerill's Entertainment.

**3.1.** The Hirer is to ensure the Photo Booth, Silent Disco, Display Board and British Post Boxes shall not be moved from both the Location and Venue other than by a Dockerill's Entertainment Representative, only a British Post Boxes can be moved as this will be collected by the customer from Dockerill's Entertainment and is therefore responsible for the British Post Boxes.

**3.2.** The Hirer is to obtain any consent or permissions in the use of the Photo Booth, Silent Disco, Display Board and British Post Boxes at the Venue and Dockerill's Entertainment shall not be held liable for refusal or lack of any consent or permission.

**3.3.** The Photo Booth, Silent Disco, Display Board and British Post Boxes shall at all times remain the property of the respective Dockerill's Entertainment Company.

**3.4.** The Photo Booth, Silent Disco and Display Board shall be delivered on date of Hire at which time the Dockerill's Entertainment Representative will leave the Photo Booth, Silent Disco and Display Board operational and in suitable condition for use. The British Post Boxes will be collected from Dockerill's Entertainment before the date of hire, in which it's the customer's responsibility to place the British Post Boxes in a safe and secure place.

**3.5.** Dockerill's Entertainment Representative has the right to refuse to deliver the Photo Booth, Silent Disco, Display Board and British Post Boxes if:

- It believes that the Photo Booth, Silent Disco, Display Board and British Post Boxes will not be used properly;
- The Venue or Location is believed to be unsafe or a risk to health;
- The Venue or Location is believed to possibly cause damage to the Photo Booth, Silent Disco, Display Board and British Post Boxes;
- The Venue or Location is believed to not be secure;

**3.6.** The Contact on the day has the right to refuse to accept the delivery of the Photo Booth if:

- They believe the Photo Booth, Silent Disco, Display Board and British Post Boxes to be unsafe or a risk to health;

- The Photo Booth, Silent Disco, Display Board and British Post Boxes are damaged to the point of being unusable;
- The Photo Booth, Silent Disco, Display Board and British Post Boxes arrives outside of the delivery timings listed on the Booking form.

3.7. Idle time requires the Booth, Silent Disco, Display Board and British Post Boxes to be securely stored.

3.8. After initial setup the Photo Booth, Silent Disco, Display Board and British Post Boxes cannot be moved. Moving the booth, Silent Disco, Display Board and British Post Boxes will incur an additional charge.

3.9. We have taken every care to ensure that all items on our website are correct. We will not be held liable for any errors or inaccuracies which may occur through the website, social media sites, email or verbally with a representative and will not be obliged to supply goods at any inaccurate price. We endeavor to be timely for setup and the start of the event, however due to certain circumstances beyond our control we may be delayed. Where possible an attendant will contact the persons responsible to notify them. We will endeavor to run the booth, Silent Disco, Display Board and British Post Boxes over the allotted time to make up the correct hire time if possible. We cannot give any refunds for circumstances beyond our control such as parking or distances for transferring the equipment. Extra Print Offers are for Normal/Wedding Album fills only. After the Album has been deemed to be completed by our Attendant the booth may be switched back to single print mode. Green Screen Use requires the replacement of Green coloring to work, we cannot be held responsible if persons are wearing green whilst using the booth, or if the props are see-through the images.

## **SECTION 4: UPLOADS AND FACEBOOK**

**4.1.** All Uploads and Facebook Uploads are subject to a stable Internet Connection.

**4.2.** Where possible a WiFi connection needs to be made available for uploads. We cannot be held responsible for the quality of the WiFi connection or disconnections or re-connections required by the WiFi connection.

**4.3.** Where a 3G Dongle is used (in the case that a WiFi connection is not available) we cannot be held responsible for the quality of the 3G connection and clients (the hirers of the Photo Booth) are required to check this beforehand 5 days before the event.

**4.4.** The Client (Hirer of the Photo Booth) is required to Log into Facebook for Facebook uploads to work and Accept the PhotoBooth Live FaceBook App.

**4.5.** FaceBook Group or Companies pages may not allow uploads to Albums pages as they do not have a Albums section. It is the responsibility of the Client (Hirer of the PhotoBooth) to check this up to 5 days before the event.

**4.6.** Your images will be uploaded to both the albums page on and to an album on our company Facebook and webpage, with a web address to view these printed on all photos unless specifically requested in writing for this not to happen, prior to the event commencing.

## **SECTION 5: GUEST BOOK**

The Guests books provided maybe leather or an alternative for the event. Guest books are provided for guests to put their second photo in the book with a message, we do actively encourage this but cannot be held responsible for guests not leaving the photo or leaving a message or leaving the photo and message in a funny position. The guest book is left mainly for guest to use throughout the night and cannot be manned by the attendant all night.

## **SECTION 6: VIDEO OPTION**

It is usual to receive video messages from the guests however we cannot control or make people leave these messages. The button is clearly visible for the video message option.

## **SECTION 7: REQUIRMENTS**

We require a WIFI Network for all services. All services must have sufficient space to complete their purpose, the photo booth, silent disco and Display Board requires a minimum space of 2 meters high, 2.3 meters length, 1.3m width. The British Post Boxes require a suitable and safe place to be stored for the event. All services require to be closed to a plug.

## **SECTION 8: PAYMENT**

8.1. A deposit as specified upon the Booking form shall be paid by the Hirer to Dockerill's Entertainment. A receipt in the form of an e-mail shall be sent to the Hirer. The receipt is the only proof of booking that the Hirer shall receive. 4.2. An invoice in respect of hire will be issued 4 weeks prior to the date of the event and FULL payment must be made no later than 2 weeks prior to the Hire date.

8.2. If the Hirer fails to pay the invoice price by the date due then Dockerill's Entertainment has the right to cancel the booking with no deposit being returned to the Hirer.

8.3. No refunds are to be given due to fault of the Hirer in operation of, or use of, the Photo Booth, Silent Disco, Display Board, British Post Boxes or in lack of obtaining, or in the refusal of the appropriate consents or permissions. No refund will be made for low usage of the facilities.

## **SECTION 9: CANCELLATION / RETURN POLICY**

9.1. Upon receipt of written notification of cancellation four weeks prior to Hire date Dockerill's Entertainment shall refund any monies paid less the Deposit. Upon receipt of written notification within four weeks prior to Hire date no refund will be provided

9.2. Once your return is received and inspected, Dockerill's Entertainment will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund.

9.3. If you are approved, then our customer support will let you know when your refund will be processed. Dockerill's Entertainment have the right charge the hirer for returning the post box late.

## **SECTION 10: DAMAGE LOSS AND REPAIR**

The Hirer shall be responsible for the loss, theft or destruction of or for any damage to the Photo Booth, Silent Disco, Display Board and British Post Boxes occasioned in any manner or by whosoever or by any cause whatsoever while the Photo Booth, Silent Disco, Display Board and British Post Boxes is at the Hirer's risk (other than as a result of fair wear and tear) and fully and effectually indemnify Dockerill's Entertainment in respect of all claims, proceedings, costs, expenses, loss, damage and liabilities incurred by Dockerill's Entertainment arising directly or indirectly from any such loss, theft, destruction or damage. Dockerill's Entertainment shall not be responsible for any losses or equipment failure which is beyond its control.

## **SECTION 11: MECHANICAL PROBLEMS**

On the rare occasion the Photo Booth, Silent Disco, Display Board and British Post Boxes may have technical problems every effort will be made to rectify the problem. If the problem is rectified the photo booth, Silent Disco, Display Board and British Post Boxes will be made available for use over the time provided, if the problem is a printer problem photos will still be taken and photos will be printed out the next working day and sent to the client. No Refund shall be given unless the Photo booth cannot take photos from a camera failure or hard drive failure.

## **SECTION 12: TERMINATION ON DEFAULT**

Without prejudice to the provision of clause 4.4 Dockerill's Entertainment may by written notice (in addition to any other rights) terminate this Agreement or suspend its performance of all or any of its obligations under the same immediately and whether for compensation or damages or otherwise if the Hirer fails to comply with any of its obligations under the terms of this Agreement.

## **SECTION 13: ENTIRE AGREEMENT**

**13.1.** This Agreement expresses the entire agreement between of the Parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations oral or written express or implied other than those contained herein. No warranties, representations or other matters were relied upon by the Hirer causing it to enter into this Agreement other than those expressly set out herein.

**13.2** This Agreement shall not otherwise be modified in any way except through the agreement by the Parties. Except in the case of fraudulent misrepresentation the only remedy available to the Hirer in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract.

**13.3.** If in the event that the Photo Booth, Silent Disco, Display Board and British Post Boxes cannot be delivered due to mechanical failure or transportation, or the photo booth, Silent Disco, Display Board and British Post Boxes malfunctions to a point of being unusable to record photos, videos, play music or to perform its duties Dockerill's Entertainment will be liable for a refund of the booking amount only.

## **SECTION 14: FORCE MAJEURE**

Dockerill's Entertainment shall not be liable for any failure in the performance of any of its obligations under this Agreement caused by, and may suspend performance of the same during, factors outside its control including, but not limited to, disorder and natural disasters.

## **SECTION 15: THIRD PARTIES**

The Parties do not intend that any term of this Agreement may be enforced by a third party as defined in the Contracts (Rights of Third Parties) Act 1999 under the provisions of that Act.

## **SECTION 16: NOTICES**

16.1. Any notice required to be given for the purposes of this Agreement must be given by registered or recorded delivery mail.

16.2. The Hirer's address for the service of notice shall be the address stated on the Booking Form. Any changes of address must be notified and acknowledged to be deemed as valid.

16.3. The Hirer acknowledges and accepts all materials (video, photo and text messages) recorded on the day can be used by Dockerill's Entertainment for the purpose of promoting and advertising its products and services. Furthermore the Hirer does not hold Dockerill's Entertainment liable for any issues arising through the use of such material.

## **SECTION 17: SILENT DISCO**

Depending on how long the event lasts, the silent disco playlists may repeat itself if the event is longer than the playlist.

## **SECTION 18: COPYRIGHT PHOTOS & VIDEOS**

Dockerill's Entertainment cannot be held responsible for Photo graphs/Video being given or sent to customer for loss or damage to the USBs in transit or at the event. After an event is completed, the photos from it are only kept on the hardware system in the booth for one month.

## **SECTION 19: CHOICE OF LAW AND JURISDICTION**

This contract shall be governed by English law and subject to the exclusive jurisdiction of courts of England and Wales in all matters regarding it except to the extent that Dockerill's Entertainment invokes the jurisdiction of the courts of any other country.

## **SECTION 20: INTELLECTUAL PROPERTY RIGHTS**

Except we otherwise state so, all materials, which without limitation includes pictures, graphics, designs, pictures, videos, icons, and written materials found on and made available through <https://www.dockerillsentertainment.com> are copyrighted, trademarked, controlled or licensed by Dockerill's Entertainment its affiliates or by their respective creators. All said materials are protected by the international copyright laws. Our website, logos, scripts, page headers, button icons, and product names included in or made available through <https://www.dockerillsentertainment.com> are trademarks or trade dress of Dockerill's Entertainment in across the globe. You are banned from using, republishing, reproducing, transmitting, copying, changing, or distributing the trademarks found on this website in any way without Dockerill's Entertainment's prior clear written consent. Some other products marks, trademarks, and logos provided on the Dockerill's Entertainment website are the products marks or trademarks of third parties and must not be used, reproduced or copied without the written permission of the owner.

## **SECTION 21: OUR COOKIES POLICY**

Dockerill's Entertainment uses the "cookies" technology to make it possible for our users to always enjoy a user-friendly registration process. Our use of cookies also helps us to improve users' general experience. We may automatically, through the use of cookies, collect information about your online activities on our website, such as the links you opened, the pages viewed by you, and the searches you carried out on our website. You have the choice of denying cookies on your browser but your denial of cookies may mean that you will not be able to use some of the interactive features provided on our website. Please note that the cookies we employ are saved on your browser's local storage. Read more about our cookie policy on the [cookie policy page](#).

## **SECTION 22: INDEMNIFICATION**

You hereby agree to protect, safeguard and hold Dockerill's Entertainments Website, its owners, affiliated companies, and their managers, directors, officers, and employees blameless and innocent against all liabilities, charges, damages, legal costs and accounting fees and all other expenses related to any claims or any legal actions brought against Dockerill's Entertainment Website because of your breach of any portion of these terms or any other liabilities connected to your use of this website.

## **SECTION 23: CHANGES/MODIFICATION**

Dockerill's Entertainment and the website may make changes to the content and Services offered on the Site at any time. Dockerill's Entertainment can change, update, or add or remove provisions of these Terms, at any time by posting the updated Terms on this Site and by emailing notice of any such modifications to registered users of the Site who have provided a working e-mail address. By using this Site after Dockerill's Entertainment has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Site.

## **SECTION 24 : ELECTRONIC COMMUNICATIONS**

When you use Dockerill's Entertainment website, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other Dockerill's Entertainment consulting, mentoring and coaching products, such as our Message Center, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **SECTION 25: CONTACT US**

If you have any questions about this agreement, please Contact Us [Email: Contact: [dockerillsentertainment@outlook.com](mailto:dockerillsentertainment@outlook.com) }. We'd be happy to hammer out the details together with you.