Definitions;

* - ′The Company refers to The Magic Mirror Co and its representatives.

* - ′The Client refers to the person or persons, company or organisation entering into a hire contract with The Magic Mirror Co

Basis of Contract:

Goods are supplied by The Company on a hire basis only, to the Client, at a time required by the Client and as agreed in the Hire agreement (confirmed with the Customer′s signing of The Booking Form and by the Company via invoice once the Booking Form is received and a deposit is paid.)

All third party rights are excluded and no third parties shall have any rights to enforce the Contract. This Contract is governed by and interpreted in accordance with the law of the country where the Company is located and that country will have exclusive jurisdiction in relation to this Contract.

Booking and Deposit

The Client is required to pay a deposit, of a minimum of £100 (one hundred pounds) to the Company to secure services. Hire items are not booked until a deposit has been paid.

The Company accepts no responsibility for assumptions made by the Client that items are booked when a deposit has not been paid. Similarly, the Company is not obliged to ′hold or ′reserve items without a deposit.

The Deposit paid is non-refundable under any circumstances. The Company may allow the date of hire to be moved subject to availability

By the payment of the deposit, the Client accepts the Company′s Terms and Conditions

The Client is responsible for ensuring all details on the booking form are correct. The Company must be notified immediately if there is incorrect information.

Payments

The Client is required to pay the remaining balance amount 28 days prior to the date the hire items are required. Payment shall not be deemed paid until the Company has received either cash or cleared funds.

The Company offers payment plans in the form of monthly instalments. A payment plan agreement will be set up prior to the clients booking. Payments must be paid on or before the allocated payment date.

Cancellations

Cancellations made before 28 days prior to the event, will result in loss of deposit and any other monies paid.

If full payment is not received 28 days prior to the event, this will be deemed as a breach of the companies terms and that the client no longer wishes to continue the booking. Any monies paid as deposit or payment plan will be non-refundable.

Cancellations within 28 days prior to the event will be liable for full payment

Delivery, Collection & Services.

Hire Goods will be delivered to an address specified by the Client and where required, will be set up as per the agreement made with the Client when booking. While the Company will make every effort to deliver items at a time/date requested by the Client, the Company cannot be responsible for changes to delivery/collection due to other factors, including but not limited to, vital maintenance to equipment required, transport, late return of goods from previous hire, acts of God or other factors outside the control of the Company.

The Company will arrive 60 minutes prior to service to set up. If the Client requires the Company to set up earlier and wait before service, an extra charge will be applicable.

The Company reserve the right to charge for delivery if the set up address is over 50 miles from their HQ.

The Company is under no obligation to supply goods on a different date/time if these changes are made by the Client after booking.

Practicalities/Venue

The Client must inform the company at the time of booking if there are any access considerations to be made; this includes but not limited to; narrow corridors, uneven flooring, stairs, faulty electrical fixtures, inability to park directly outside the venue and any other issues that may make access difficult for the company.

The Client must ensure there is a safe parking position for the Company′s vehicle during the hire period.

The photobooths have the following dimensions:

Magic Mirror: 300 – 575mm (D) x 1570mm (H) x 920mm (W)

Selfie Pod: 1670mm x 600mm x 450mm

Vintage `Booth: 1345mm x 656mm x 568mm

When installed, an operational area of 300cm x 300cm is required.

The Client must ensure that the area that the photo booth is to occupy must be 3m wide x 2m deep x 2.5m high

The Client must ensure, when booking the photo booth with a backdrop, the space available is 3m wide x 2.5m deep x 2.5m high.

It is the responsibility of the Client to ensure that a suitable 240V AV power socket is available near to the location where the hire item is required. The Client must notify the Company in advance if an extension lead will be required.

Once the photo booth has been set up by The Company it can not/will not be moved for the duration of the hire period.

All electrical equipment held by The Company is PAT Tested and The Company holds full public liability insurance of 10 Million Pounds. The Client must notify the company if the venue requires a copy of the documents.

Risk and Liability

In the instance of any force majeure including but not limited to acts of war, terrorist activities, fire, explosion, strikes, lock-outs, acts of God, adverse weather conditions, death, road network issue, burglary, malicious damage or any other cause beyond the control of the Company that prevent the Company from achieving our contracted responsibilities our liability shall be limited to a refund of any monies paid in the relation to the event for the Company′s service. No further compensation will be paid irrespective of any loss of earnings or any other loss related to this event.

In the case of breakdown, if possible, the Company will endeavour to repair on site.

In the instance of machine failure whereby the magic mirror is unable to be repaired on site, where the Client has adhered to the conditions above and where neither the Company nor the Client is at fault, the Company may choose to offer the Client a refund for a percentage of the hire cost only after the Company has deducted costs. Delivery and Collection charges will not be refunded.

The Company reserves the right to substitute equipment hired with as similar as possible without notice in the event of previous damage or loss of booked equipment.

The Company cannot be held responsible what so ever, for any photographs uploaded to social media/the world wide web via their guests/employees

The Company accepts no liability for any damage or loss of personal property or any injury arising as a result of using the equipment

Whilst every effort will be made to avoid damage to the property of the Clients/site address, the Company will not be responsible for any damage accidentally caused during delivery and collection. The Company reserves the right to refuse delivery to sites/positions if deemed to be contrary to Health and Safety of its employees.

The Company reserves the right to use photographs taken by the photo booths to be used in Company promotional material and uploaded to our online galleries. If the client does not wish for photographs to be used for this purpose, the client must inform the Company prior to the event in writing.

The Customer agrees to maintain the Company free from any liability arising out of the photos taken, without limitation, any claims for libel or invasion of privacy

The Client is responsible for their guests/employees to ensure they conduct themselves in a proper manner during the use of the Photo Booths and all hire items at all times.

The Client remains responsible for any damage caused by guests/employees. Beverages or food of any kind are not to be taken into the booth and any spillages that damage Company equipment will be the Clients responsibility

The Company reserve the right to terminate the magic mirror hire if there is abusive or threatening behaviour from guests or behaviour that is likely to cause damage to the Company′s equipment

The Company will not tolerate any abuse or threatening behaviour to our employees. If this occurs The Company 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.

The Company also retain the right to terminate a hire if they feel that any equipment or property belonging to The Company 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.

The Client shall not tamper with, remove labels from or interfere with the Hire Goods or their parts and shall take reasonable care of the items in accordance with safety/operating information supplied by the Company.

In the event of any damages caused by those present to property or equipment in use by The Company, you will be charged the full replacement cost and are liable to cost involved in termination of future events due to sourcing replacements.

Any damages must be reported to a member of The Company staff immediately.

The Client agrees to indemnify the Company for any theft or damage caused by the Client or Clients guests during the hire period

The Client is responsible for all expenses, including loss of rental, and/or damages incurred by the Company in the event of the Client′s negligence, misdirection, loss or misuse of Hire Goods. In accordance with this, the Company will endeavour to replace the items as swiftly as possible from the date of the damage.

The Company will commence legal proceedings within 14 days of the event if the Client does not settle promptly.