

GENERAL

1. This website is operated through domain name ' **dpspartyphotography.com** (referred to as "the company/**DPSPartyPhotography**/we/our/us").

2. As a user of this website (referred to as "the client/you/your") you acknowledge that any use of this website by you including any person(s) and/or company who book services and/or equipment and/or the persons and/or company who pay for this shall be deemed as the client, herein referred to as "the client".

3. 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 two parties.

3(a) The Photo Studio attendant (including all our company employees) will not tolerate violent, aggressive or abusive behaviour under any circumstances. We the 'Company' reserves the right to terminate the Service at any time if they feel their personal safety is at risk or the equipment supplied is in danger of getting damaged or has been damaged due to unruly behaviour by the Client or their guests. No refund will be provided.

NON-REFUNDABLE BOOKING FEE

4. Unless otherwise agreed in writing, a non-refundable booking fee shall be required before a booking can be confirmed. This shall be deducted from the balance payable. A booking isn't confirmed until the company sends confirmation

a) The amount is £100.00 GBP and must be made via Paypal or Credit/Debit Card from our booking page. A booking is only confirmed once this payment has been made.

b) This is refundable within our 7 day cooling-off period (see clause 27), providing the date of the event does not fall within the 7 day period. After this time has passed the booking fee becomes strictly non-refundable.

5. In these Terms and Conditions, the date on which the company shall provide the services booked by the client shall be referred to as "the date of the Event".

Communication

6. You agree that email and other electronic communications can be used as a long-distance means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

Charges

7. The inclusive amount the company charges for the services provided including all hire fees, extras and transport (where applicable) shall be referred to as the "total amount". This is all inclusive of any taxes and Vat.

8. The monetary value of the total amount shall be defined at the time of booking.

9. Any extra charges incurred during the hire time on the day of the event or after the event (which are not included in the total amount) shall be herein referred to as "additional charges" an/or "extra charges".

10. The total amount and any additional charges shall be paid subject to the

payment terms.

Suitable Space & Access & Parking

11. The client shall provide the company a suitable space for the equipment hired to be erected and used properly according to any relevant health and safety legislation and/or best practice.

12. A suitable space shall be defined as: a clean, safe, dry, indoor space which is at least 4m wide, 4m deep and 7ft high with a suitable 1KW 13A Power Supply within 5 meters and enough space for staff to work freely/safely around the Photo Studio and for guests to queue.

13. If the space allocated is unsuitable 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 subject to the cancellation terms set out in the document here written.

14. Parking shall be provided, at the client's expense (including any congestion charges) for the duration of their event and/or any period where the company is required to be on site in order to full-fill the agreement.

Extra Hours, Extra Work & Waiting

15. Where the client requests to extend their hire time on the date of their event a fee shall be charged. The company will quote for this service at the time of the request, (it can also be pre-booked via the company website) the request will be granted subject to availability.

16. Where the client requests set up is completed more than 1 hour before the start time of their hire then the Photo Studio shall still start at the time requested

and NOT any earlier.

17. Where the company are unable to pack up their equipment at the end of the clients event at the scheduled time, free from interruption and/or where the company is unable to leave the client's premises free from obstruction at the end of an event; then the client may be liable to pay for extra work involved. The amount charged will fairly reflect any costs incurred as a result of the delay and shall be invoiced to the client within 7 days of the booking

Payment Terms

18. Unless otherwise agreed in writing, the balance shall be paid at least 7 days prior to the date of the event. The total amounts stated on our website or agreed via invoicing is inclusive of all taxes and Vat.

19. Unless otherwise agreed in writing, if the client's event is 7 days or less from the date/time of booking then the full balance shall be due at the time of booking.

20. If the client fails to pay on time subject to either of the terms listed above or subject to any other payment terms stated in writing at the time of booking; the company may cancel the booking subject to the company's cancellation terms set out elsewhere in this document.

21. Unless otherwise agreed in writing, invoices for extra charges will be paid no later than 7 days from the date of the invoice.

22. The company may charge a late payment penalty for balances which are not paid on time: £40, £70 or £100 depending on the size of the debt (under £1,000, under £10,000, and higher).

23. If a late payment charge is applied to your account, you cannot make any

new bookings for any event until the late payment funds have fully cleared in our bank account.

24. Where the client pays any sum by credit or debit card, the card details may be saved securely in order for the company to charge that card any outstanding balances which become overdue.

Cancellation Terms & “Cooling-off Period”

25. The company operates a cancellation policy as follows:

a. Cancellations within 7 calendar days of booking: free of charge. (This is sometimes also referred to as a ‘cooling-off period’. Any non-refundable booking fee paid shall be refunded. The only exception to this clause is when the event date is 7 or fewer days from the date/time of booking. In this instance the client shall be liable to make full payment and shall not be entitled to any refunds of booking fees already made as per clause 4.

b. Cancellation less than 30 calendar days before the event date: (including, but not limited to cancellations on the date of the event): the client shall be liable to pay 100% of the total payable.*

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

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

27a. If DPS Party Photography cannot honour the agreement for any reason, the client will be due a full refund including deposit and subsequent claims for incidental damages will not be accepted.

Rescheduling

28. It is not possible to amend the event date or time of a booking. If the company wishes to override this clause then the change of date clause 28a can be actioned as at alternative.

a. Bookings can be amended subject to the desired new date being available. The client is subject to a £25 administration fee and any other costs related to booking amendment.

29. Therefore; unless otherwise agreed in writing, where a client wishes to change their event date from the one originally booked then this shall be treated as cancellation of the original booking subject to the cancellation terms. Once the original booking has been cancelled, the client is then able to make a new booking for the new booking date (subject to the pricing at the time the new booking is made, availability and acceptance of the new booking by the company)

Use of Images

30. Unless otherwise agreed in writing the client grants the company (DPS PARTY PHOTOGRAPHY full rights to use any images taken at the event (inside our outside of the Photo Studio Event Venue) on the company's website, in social media and in other marketing material without limitation.

Your images

31. Similarly, the company agrees to provide the client (if the client has selected the Studio Photo Package with this facility, included in the Package price) with a copy of all images captured at their event either via CD/DVD, USB Drive and/or an Online Gallery hosted by the company which will allow the client unlimited

and unrestricted use of those images for which ever purpose they see fit. All digital images remain the property of **DPS PARTY PHOTOGRAPHY** at all times.

Damage to our Equipment

32. The cost of any repairs following damages and/or losses to our equipment by any persons other than the company employees shall be charged as an “additional charge” to the client in the event that any part of our equipment is lost or damaged during the client’s event

Governing Law & Jurisdiction

33. These Terms & Conditions shall be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.