

1.0 – Booking Agreement

When hiring a product(s) from Mr. Bowman's you do so in accordance with this booking agreement. You are presumed to have accepted the booking cost for the hire of the product(s), and other terms such as delivery, which have been quoted to you at the time of placing your order. Mr. Bowman's reserve the right to request additional delivery charges for events booked outside of London and Essex regions. Any contract for the booking of products is between you and Mr Bowman's.

1.1

When hiring product(s) from Mr. Bowman's you are agreeing to any supplementary fees that may occur in addition to the website prices for, but not limited to; congestion charge, mileage covered, idle hours, additional hours, parking and higher risk of property damage. These fees will not be added to your invoice without prior approval.

1.2

When hiring product(s) from Mr. Bowman's you are agreeing to all Terms and Conditions provided at the time of booking your event (terms and conditions are made readily available online and are available upon request in email).

Mr Bowman's reserve the right to amend or update their Terms and Conditions at any time and any subsequent bookings made by you shall be governed by such terms.

1.3

Mr Bowman's reserve the right to alter pricing on their literature and website at any time without prior warning but this will not affect bookings which have been previously confirmed by Mr Bowman's.

1.4

Mr Bowman's will accept all details stated on the booking request form as correct including spelling, punctuation and grammar, unless you notify Mr Bowman's otherwise in writing. You must reimburse any costs that Mr Bowman's incurs as a result of relying on incorrect information supplied by you.

1.5

If Mr Bowman's are unable to install the product(s) on time due to access restrictions the booking period will remain unchanged. If your event simply starts late or runs late, the booking period will remain unchanged unless Mr Bowman's agrees to provide additional hours or to simply delay Mr Bowman's planned start.

1.6

Mr Bowman's will arrive within an adequate time frame prior to an event to set up and test the product(s) correctly.

If you require the product(s) to be set up in a shorter time period, then Mr Bowman's cannot be held responsible if it is not set up correctly or ready on time.

1.7

It is up to you, the booker, to ensure that all appropriate consents and approvals have been obtained to ensure that Mr Bowman's are permitted access to venues to install the product(s) at the requested location, at the requested time.

Mr Bowman's cannot be held responsible if for any of the above reasons Mr Bowman's cannot deliver the product(s) on time for your event.

1.8

You must ensure that the space provided for the product(s) is suitable for your request. Please ensure you provide these details at the time of booking and that your designated area will have an adequate power output if the hired product(s) requires it.

1.9

The product(s) will be supervised by a member of the Mr Bowman's team that will be on site from the start of the event until termination of the booking period.

1.10

Mr Bowman's specialist team will be on hand in the event of any technical issues or other problems concerning the product(s). In the event of a technical issue Mr Bowman's staff will ensure they do all they can to fix any

and all issues but they cannot be held liable for issues that are out of their control. This does not affect your consumer rights.

1.11

If in the event the product(s) or any related equipment is damaged by a third party, you agree to reimburse Mr Bowman's against loss, damage, cost or expense that Mr Bowman's may incur as a result.

1.12

You or the event venue must maintain adequate insurance to cover the product(s) against fire, theft, loss or damage at all times during the booking period.

You hereby agree to reimburse Mr Bowman's against any losses, costs, damages or expenses that Mr Bowman's may reasonably incur as a result of your breach of any of these Terms and Conditions and any loss or damage caused to the product(s).

1.13

Mr Bowman's will not tolerate any abuse or threatening behaviour to any of Mr Bowman's staff or abuse of the product(s) or equipment. If this occurs, Mr Bowman's retain the right to terminate the booking immediately.

This applies equally to you and your guests. Mr Bowman's may terminate the booking in cases where Mr Bowman's staff are of the reasonable view that the equipment including the product(s) itself belonging to Mr Bowman's is in danger of being damaged or has been damaged due to the actions or unruly behaviour of the people using the product(s).

Mr Bowman's will tolerate unruly behaviour to an extent and liaise with the booker first to try to resolve the matter before any termination is enacted. If Mr Bowman's do terminate, for any reason, Mr Bowman's will not issue any refunds for any period of booking not provided.

1.14

Staffing is supplied by Mr Bowman's for all types of events to set up, provide technical support and manage the product(s) for ease of use for your guest. As agreed in the booking confirmation email prior to the start of the booking term, you must ensure that a minimum 30-minute break (taken at a mutually convenient point) is given to the operator for booking periods longer than 4 hours. Mr Bowman's staff should not be requested to undertake any additional function without first obtaining Mr Bowman's consent.

1.15

Mr Bowman's may subcontract any part or parts of the services that Mr Bowman's provide to you from time to time and Mr Bowman's may assign or novate any part or parts of Mr Bowman's rights under these Terms and Conditions without your consent or any requirement to notify you.

1.16

The booking confirmation constitutes the entire agreement between you and Mr Bowman's. No other terms whether expressed or implied shall form part of this contract. In the event of any conflict between the booking confirmation and any other term or provision, this booking confirmation shall prevail.

1.17

If any term or condition of the booking confirmation or these Terms and Conditions shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the terms shall continue in force without such term or condition. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.

1.18

No delay or failure on Mr Bowman's part to enforce Mr Bowman's rights or remedies under the Terms and Conditions shall constitute a waiver on Mr Bowman's part of such rights or remedies unless such waiver is confirmed in writing.

1.19

Full ownership of the product(s) shall remain fully vested in Mr Bowman's at all times. You have no right, title or interest in the product(s) other than that you are entitled to booking the product(s) for the booking period.

2.0 – Liability

Mr Bowman's disclaim any and all liability to you for the supply of the product(s) to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If Mr Bowman's are found liable for any unforeseen cancellation, loss or damage to you, such liability is limited to the booking charge you have paid. Mr Bowman's cannot accept any liability for any loss, damage or expense, including any direct or indirect loss such as loss of profits, to you howsoever arising.

2.1

Mr Bowman's shall not be held liable for any failure or delay in performing the service and hiring the product(s) where such failure arises as a result of a Force Majeure event. In such circumstances Mr Bowman's liability shall be limited to a pro rata refund of the deposit where applicable.

2.2

Mr Bowman's do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the booking of the product(s). Mr Bowman's do not make any representation or guarantee that use of the product(s) in any promotional context will generate revenue or customers for you or your business.

2.3

Mr Bowman's shall not be liable for any misrepresentations other than fraudulent misrepresentations.

2.4

Nothing in the booking request shall limit Mr Bowman's liability for personal injury or death arising as a direct result of Mr Bowman's negligence.

3.0 – Event Cancellation

In the event of Mr Bowman's cancelling a booking due to reasons out of their control, which shall include, without limitation to; acts of God, governmental actions, fire, death, illness or other capacity certified by an appropriately qualified medical practitioner, war or national emergency, acts of terrorism, protests, riot, civil commotion, explosion, extreme weather conditions or floods, epidemics, lock-outs, strikes, labour disputes or restraints, delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, they will not be held liable to refunds.

3.1

Failure to pay the balance owed prior to the event date will result in the cancellation of your order.

3.2

In the event that you decide to cancel your booking **all monies paid are non-refundable**. This is due to the date of your event being on hold which may lead to the refusal of other bookings on the same date. You may however give Mr Bowman's more than 30 days' notice to cancel the booking and request an alternate booking date, where your previously paid monies will be transferred.

3.3

In the event where the booking period has ended early due to the product(s) being damaged, lost or stolen, you are not entitled to a refund of any part of the booking charge.

3.4

Mr Bowman's reserve the right to terminate the booking confirmation at any time if you are declared bankrupt, enter into any arrangement with your creditors, or being a company, go into liquidation or are wound-up, or being a partnership, is dissolved or if, in Mr Bowman's reasonable opinion, one of the aforementioned events is likely to occur.

3.5

Mr Bowman's is entitled to terminate the booking immediately where Mr Bowman's have reasonable grounds to believe that you have acted in breach of any of these Terms and Conditions.

4.0 – Booking Payment

In order to secure your booking a deposit of 25% of the overall price quoted to you at the time of placing your

order must be paid.

Once the booking request form has been sent and Mr Bowman's has confirmed the request, the deposit will need to be paid.

Mr Bowman's will notify you if your order has been accepted for the dates specified on the booking request form but in the rare instance of a double booking, they will notify you.

A contract for the booking of the Product(s) only comes into effect once Mr Bowman's have confirmed your order, this will come in the form of a confirmation email.

4.1

The balance of the booking charge must be paid one week in advance of the booking term in accordance with the dates specified unless express consent has been given by

Mr Bowman's.

You will be prompted via email to pay the balance by the due date. Failure to pay the balance owed prior to the event date will result in the cancellation of your order.

4.2

The booking period for Mr Bowman's services is stated online as a minimum 4-hour booking period.

4.3

Additional hours will incur an extra charge to be determined by Mr Bowman's on request.

The Consumer Credit Act, 1974 does not cover this booking agreement, as the booking period is less than 3 months.

The booking period shall commence and end on the dates specified on the booking request form.

4.4

No extension to the booking period is permitted without Mr Bowman's express permission and receipt by Mr Bowman's of the appropriate charge.

5.0 – Quote Matching

Mr Bowman's will match or better quotes on a **like for like** basis. These quotes must be submitted to Mr Bowman's before the matching or bettering can be agreed. If Mr Bowman's deem the quote to be fraudulent they will dismiss it. Ultimately the final decision as to whether or not the quote is matched or bettered will only be made by Mr Bowman's themselves.

6.0 – Product Requirement(s)

Mr Bowman's photobooth technology will require an Internet connection for its social media features, this must be provided by you the booker. The speed of connection will be dependent upon your service provider and Mr Bowman's cannot be held liable for any delays in connection or connection failures as a result.

7.0 – Privacy Policy

The product(s) may be set up to capture certain user data at the request of the booker. Users will be notified of this at the time.

7.1

Mr Bowman's uses its own "Mr Bowman's" Facebook page to upload pictures along with a set message from Mr Bowman's product(s) to Facebook.

7.2

Mr Bowman's uses its own "Mr Bowman's" Twitter account to upload pictures along with a set message from Mr Bowman's product(s) to Twitter.

7.3

Mr Bowman's uses its own "Mr Bowman's" Instagram account to upload pictures along with a set message from Mr Bowman's product(s) to Instagram.

7.4

Mr Bowman's uses its own "Mr Bowman's" website to upload pictures along with a set message from Mr

Bowman's product(s) to their website.

7.5

By booking products with Mr Bowman's you are agreeing to allow Mr Bowman's to use any images or videos taken/collected at your event. If you, the booker, do not want images or videos to appear on any of our social media platforms or website, you will need to inform us **at the time of booking**. If any of the participants of the event do not want their pictures to appear on any of our social media platforms or website, they will need to inform us **before termination of the booking period**.