

Terms and conditions

Please read these terms and conditions carefully.

All contracts that we may enter into for the hire of equipment and the provision of our services shall be governed by these terms and conditions.

In particular, we would like to draw your attention to the limitations and exclusions of liability set out in Clause 14 of these terms and conditions.

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1. Definitions

1.1 In these terms and conditions:

“Agent” means a contractor hired by You Beauty Photo Booths to provide the Services with Equipment that matches the needs of the Client as set out in the Proposal;

“Attendant” means an individual made available by You Beauty Photo Booths to the Client to deliver, assemble and operate the Equipment, assist in the provision of the Services, and/or disassemble and remove the Equipment following the Event;

“Charges” means the charges specified in the Proposal, identified elsewhere in these terms and conditions, or otherwise agreed by the parties in writing;

“Client” means the person or entity identified as such in the Proposal, or if no person or entity is expressly identified as such in the Proposal, the addressee of the Proposal;

“Client Confidential Information” means the Content, along with any information relating to the Event and disclosed by the Client to You Beauty Photo Booths in writing during the term of the Contract that at the time of disclosure was marked as “confidential”;

“Client Personal Data” means any Personal Data that is processed by You Beauty Photo Booths on behalf of the Client in relation to the Contract;

“Client Obligations” has the meaning given to it in Clause 8;

“Content” means any photographs, videos, and other digital content (in such file format or formats as You Beauty Photo Booths may determine), photographic prints and guestbooks, or other items agreed to in the Proposal, created using the Equipment during the Event.

“Contract” means a particular contract made under these terms and conditions between You Beauty Photo Booths and the Client;

“Data Protection Laws” means all applicable laws relating to the processing of Personal Data;

“Deposit” means any deposit with respect to the Charges specified in the Proposal;

“Digital Images” means the Content created for the Client consisting of video and/or photographs which are held digitally on the Equipment or a portable storage device.

“Effective Date” means the date upon which the Client accepts the Proposal in accordance with Clause 2;

“Environment” means the suitability of the Location and Position for use of the Equipment compliant to the requirements for its practical and safe use.

“Equipment” means the equipment identified in the Proposal, which is to be hired by the Client under these terms and conditions;

“Event” means the event with respect to which the Equipment and Services are to be provided, as identified in the Proposal;

“Force Majeure Event” means an event, or a series of related events, that is outside the reasonable control of the party affected;

“Guest” means any individual attending the Event (and may include, if the Client is an individual, the Client);

“Hire Period” means the hire period for the use of Equipment by the Client as specified in the Proposal. Hire Period includes any Idle Hire;

“Idle Hire” means specifically a period of hire in which the Equipment is not to be used by the Client or Guest;

“Intellectual Property Rights” means all copyright and other intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights;

“Location” means the location for the Event specified in the Proposal;

“Permission” means a permission that is given by a third party and is required for the performance of the Services, the delivery, assembly, operation, disassembly and/or removal of the Equipment at the Location, and/or the inclusion or representation of the Location, any Guest, any object or any work in the Content;

“Personal Data” means personal data under any of the Data Protection Laws;

“Position” means the specific place at the Location in which the Equipment is to be assembled.

“Prints” means the photographic prints and/or guestbook that You Beauty Photo Booths agrees to deliver to the Client, as specified in the Proposal or otherwise agreed by the parties in writing;

“Proposal” means the written proposal regarding the hire of the Equipment and the supply of the Services sent by You Beauty Photo Booths to the Client and accepted by the Client in accordance with Clause 2, as it may be varied by the written agreement of the parties from time to time;

“You Beauty Photo Booths” means Chris Wilkins trading as You Beauty Photo Booths of 10 Fairfax House, Aubyn Square, Roehampton. You Beauty Photo Booths also means any Attendant, or Agent or representative who may be present during the Services and Hire Period.

“Services” means the delivery, assembly, operation, disassembly and removal of the Equipment at the Event, along with any Content processing and Content delivery services specified in the Proposal. It also includes the procurement of customised Equipment prior to and delivered for use at the Event;

“Specified Hours” means those hours during the Hire Period when the Equipment will be operational, as specified in the Proposal, and subject to these terms and conditions.

2. Term

2.1 The Contract shall come into force upon the completion of the following process:

(a) first, You Beauty Photo Booths must send the Proposal to the Client;

(b) second, the Client must give its written agreement to the terms of the Proposal (or pay any Deposit, any Charges due, or other amount due under the Proposal); and

(c) third, You Beauty Photo Booths must confirm in writing that the Client's booking has been accepted.

2.2 The Contract shall continue in force until:

(a) the Hire Period has ended;

(b) all the Services have been performed;

(c) any Content and Prints have been delivered; and

(d) all the Charges have been paid in cleared funds,

upon which it will terminate automatically, subject to earlier termination in accordance with Clause 16 or the other provisions of the Contract.

2.3 Unless the parties expressly agree otherwise in writing, each accepted Proposal shall create a distinct contract under these terms and conditions.

3. Delivery and Assembly

3.1 You Beauty Photo Booths will:

a) deliver all necessary equipment to the Location.

b) Assemble the Equipment ready for use by the Client at a reasonable time prior to the start of the Hire Period. The Client accepts that delivery time is not part of the essence of this contract and that delivery time can be changed or differ from that set out in the Proposal.

3.2 The Client accepts the responsibility to inform You Beauty Photo Booths, within reasonable time, of any issues that may prevent prompt delivery of the Equipment to the Location. The Client agrees that You Beauty Photo Booths may change the Hire Period if prompt delivery cannot be made as a result of the Client's failure to do so. Issues may include:

a) Unusable / blocked / closed loading bays, access points, lifts.

b) Road closures in the local area that prevent vehicular access to the Location. c)

Congestion at access points by third party contractors or Location representatives d)

Location specific requirements preventing access to Location.

3.3 The Client accepts that if they are not providing parking on site for You Beauty Photo Booths for the duration of the Services, You Beauty Photo Booths will not refund for any loss of Hire Period, nor be obliged to compensate with extra Hire Period duration if:

a) You Beauty Photo Booths are required to move a vehicle during Service to prevent illegal parking. b) Parking is not available from which to reasonably load-in safely and timely.

3.4 If the Client is not available to confirm the Position for the assembly of the Equipment on arrival, The Clients agrees that You Beauty Photo Booths will use any floorplans sent in advance, or the direction of the Location representatives, or a Guest who provides reasonably clarity on the required Position.

3.5 If a request for a relocation of the Equipment is made by the Client, whether disassembled or assembled, prevents You Beauty Photo Booths from making the agreed commencement of Hire Period, You Beauty Photo Booths will not refund for any loss of Hire Period, nor be obliged to compensate with extra Hire Period duration.

3.6 If You Beauty Photo Booths is prevented from using the Position due to obstruction by other use of the same area, or if the Position is unsuitable for the purposes of the Service, You Beauty Photo Booths will not refund for any loss of Hire Period, nor be obliged to compensate with extra Hire Period duration.

3.6 The client accepts that transportation trunks, cases, boxes and trolleys used to deliver the Equipment also fall under the definition 'Equipment'. These items can be stored with the assembled Equipment, or stored in a separate area in the Location, the provision of which is the Client's responsibility.

a) the Client accepts that if assembly also requires the storage of such items away from the Position, this will not be a requirement before the start of the Hire Period.

b) If You Beauty Photo Booths is required to store such items to an unreasonably far location or to a parked vehicle, You Beauty Photo Booths is not obliged to meet the agreed commencement of Hire Period until You Beauty Photo Booths is able to return to the Equipment. Unreasonably far means any distance from which You Beauty Photo Booths cannot be expected to observe the safe use of the Equipment pursuant to clause 4.

4. Equipment

4.1 The Client must only use You Beauty Photo Booths Equipment for the purposes of the Event.

4.2 The Client must ensure the Equipment is always secure at the Location even when unattended by You Beauty Photo Booths.

4.3 The Clients must ensure the Environment is suitable to the safe storage of the Equipment and are appropriate to the delivery of the Service. The Equipment may not be assumed to be placed in any Position exposed to the elements or water.

4.4 The Client must ensure the Environment is suitable for the safe manoeuvring of the Equipment. The Client accepts all responsibility for any damages that occur to walls, surfaces, floors, ceilings, paintwork, trim, decorations, artwork, ornaments and similar objects found in the Location during the reasonable transportation, assembly, disassembly and operation of the Equipment by You Beauty Photo Booths.

4.5 The Client must not assemble, disassemble, or interfere with any Equipment, nor attempt to move Equipment unless given specific permission. You Beauty Photo Booths reserves the right to refuse such a request even if previously agreed upon as part of the Proposal.

4.6 The Client must not damage the Equipment or use the Equipment or act in a way which is likely to cause damage to the Equipment.

4.7 The Client must not and must ensure the Guest does not attempt to use the Equipment during Idle Hire periods.

4.8 The Client agrees that You Beauty Photo Booths must be allowed access to the Equipment at all times during the delivery, assembly, Hire Period, and disassembly periods or Service in general.

4.9 The Client must comply and must ensure that the Guest complies with the reasonable instructions of You Beauty Photo Booths and any Attendants or Agents in relation to the Equipment.

4.9.1 Any breach of Clauses 4.1 – 4.9 shall constitute a material breach of the Contract, and You Beauty Photo Booths may in the event of such a breach suspend the provision of the Services, without prejudice to the Client's obligations to pay the Charges. For the purposes of clarity the Client shall be responsible for compensating You Beauty Photo Booths with respect to any such damage in accordance with Clause 13.1. Any breach of this Clause 4 shall constitute a material breach of the Contract.

5. Attendants:

5.1 The Client acknowledges that You Beauty Photo Booths or 1 or more Attendants or Agents will be available for the purposes of the Event and Service to:

- a) Deliver, assemble, disassemble, and remove Equipment and/or
- b) Operate, or assist in the use of the Equipment and processing of Content during the Hire Period

5.2 The Client will provide any refreshments / food agreed upon in the Proposal. The Client will allow You Beauty Photo Booths access to any toilet facilities at the Location.

5.3 The Client accepts that Equipment may be left unattended by You Beauty Photo

Booths for the reasonable purpose of clause 5.2. If deemed necessary by the You Beauty Photo Booths, to comply with Clause 4, the equipment may temporarily be left unusable to Client and Guest without prejudice to the Charges paid.

5.4 The Client agrees that You Beauty Photo Booths is not required to be in the Location or contactable during any period of Idle Hire.

5.5 The Client agrees to accommodate You Beauty Photo Booths at the Location during a period of Idle Hire if reasonable.

5.6 The Client must not, and must ensure that the Guest does not, act in a violent, threatening, aggressive or abusive way to You Beauty Photo Booths. Any breach of this Clause 5.6 shall constitute a material breach of the Contract, and You Beauty Photo Booths may in the event of such any breach of Clause 5.6 suspend the provision of the Services, without prejudice to the Client's obligations to pay the Charges.

6. Content

6.1 The Client is entitled to receive all Content after the Event:

6.2 The Client agrees to receive Content upon completion of the Hire Period:

- a) by You Beauty Photo Booths handing Content directly to the Client upon completion of the Hire Period.
- b) by You Beauty Photo Booths leaving the Content at an agreed location or location deemed reasonably accessible and/or obvious to the Client upon completion of the Hire Period.
- c) by other arrangement set out in the proposal by the Client

6.3 The Client also agrees that Content can be passed to a Guest of reasonable relationship to the Client, or to a Location representative, if the Client is unavailable or a previously agreed arrangement cannot be reasonably met.

6.4 You Beauty Photo Booths reserves the right to be removed from its obligation to provide Digital Images to the Client immediately after the Hire Period pursuant to Clause 6.2 and 6.3, even if set out in the Proposal, as these are deemed free and not part of the Service and may also be subject to technical issues. The Client agrees that it is reasonable for You Beauty Photo Booths to deliver Digital Images after the Service by internet transfer instead.

- a. no later than 7 days from completion of the Event.
- b. in the case of technical fault, no later than 30 days from the Event.
- c. Digital Images are not required to be posted to the Client if they can be sent electronically.

6.5 the Client agrees it is not possible for RSB to post Prints to the Client if the conditions 6.2

and 6.3 were not met upon completion of the Service unless all postage is paid for and administrative fee of £100 is paid in advance.

6.6 Duplicates of Prints already provided by You Beauty Photo Booths to the Client after the Service, pursuant to clause 6.2 and 6.3, can be arranged for an administration fee of £100 plus any postage costs paid in advance.

6.7 Any request by the Client for duplicate or replacement Content after 30 days after completion of the Service is not guaranteed to be fulfilled.

6.8 The time frame for delivery of duplicate Content is open ended or confirmed in writing by You Beauty Photo Booths to the Client after payment of the Charges related to this request are made.

7 Risk and Title

7.1 Risk in the Equipment shall pass from You Beauty Photo Booths to the Client upon the completion of the delivery of the Equipment, and risk in the Equipment shall pass back to You Beauty Photo Booths upon the removal of the Equipment by You Beauty Photo Booths. The Client acknowledges that the Client holds the Equipment as bailee during the Hire Period and that nothing in the Contract shall transfer title in the Equipment to the Client. As between the parties, title to the Equipment shall remain with You Beauty Photo Booths.

7.2 Risk in and title to any Prints and risk but not title of the Digital Images shall pass from You Beauty Photo Booths to the Client upon delivery.

7.3 As title to Equipment remains with You Beauty Photo Booths, the Client must:

- (a) not mix the Equipment with any other goods held by the Client, ensuring that the Equipment remains readily identifiable as You Beauty Photo Booths's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;
- (c) notify You Beauty Photo Booths immediately if the Client becomes subject to any insolvency event; and
- (d) give to You Beauty Photo Booths such information relating to the Equipment as You Beauty Photo Booths may require from time to time.

8. Client Obligations

8.1 The Client must:

- (a) provide to You Beauty Photo Booths, or procure for You Beauty Photo Booths, the

facilities, utilities, equipment, consumables, assistance, information and documentation that are specified or referenced in the Proposal as being required of the Client, (including in the guidelines published on the You Beauty Photo Booths website), or are otherwise requested by You Beauty Photo Booths and reasonably necessary to enable You Beauty Photo Booths to perform its obligations under the Contract; and

(b) obtain all such Permissions as may be required for the delivery, assembly, operation, disassembly and removal of the Equipment and the performance of the Services,

(the “**Client Obligations**”).

9. Payments

9.1 The Client shall pay the Charges to You Beauty Photo Booths:

(a) in accordance with the Proposal, and

(b) unless specified otherwise in the Proposal, by the earlier of: (i) the date 7 days following the date of issue of the Proposal; and (ii) the date before the first day of the Hire Period.

9.2 The Client must pay the Charges by such means as You Beauty Photo Booths may specify from time to time (using such payment details as are notified by You Beauty Photo Booths to the Client from time to time).

9.3 If the Client does not pay any amount properly due to You Beauty Photo Booths under these terms and conditions, You Beauty Photo Booths may:

(a) charge the Client interest on the overdue amount at the rate of 15% per annum (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or

(b) claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable).

9.4 If the Client does not pay any amount properly due to You Beauty Photo Booths under these terms and conditions, You Beauty Photo Booths may decline to deliver the Equipment, Content, Prints and Digital Images and may decline to provide and/or suspend the provision of the Services, without prejudice to the Client’s obligations to pay the Charges.

9.5 If the Client makes a credit card, debit card or other charge-back with respect to the Charges or any part thereof then the Client will be liable to pay You Beauty Photo Booths, within 48 hours following the issue of You Beauty Photo Booths’s written request:

(a) an amount equal to the amount of the charge-back;

(b) all third party expenses incurred by You Beauty Photo Booths in relation to the charge-back (including charges made by You Beauty Photo Booths's or the Client's bank or payment processor or card issuer);

(c) an administration fee of GBP 100 (plus any applicable VAT); and

(d) all You Beauty Photo Booths's reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Clause 9.5 (including without limitation legal fees and debt collection fees).

9.6 All amounts stated in or in relation to these terms and conditions are, unless the context requires otherwise, stated exclusive of any applicable value added taxes.

10. Confidentiality

10.1 You Beauty Photo Booths must:

(a) keep the Client Confidential Information strictly confidential; and

(b) not disclose the Client Confidential Information to any person without the Client's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in these terms and conditions.

10.2 Notwithstanding Clause 10.1, You Beauty Photo Booths may disclose the Client Confidential Information to You Beauty Photo Booths's officers, employees, professional advisers, insurers, agents, service providers and subcontractors who are bound by a written agreement or professional obligation to protect the confidentiality of the Client Confidential Information.

10.3 This Clause 10 imposes no obligations upon You Beauty Photo Booths with respect to Client Confidential Information that:

(a) is known to You Beauty Photo Booths before disclosure under these terms and conditions and is not subject to any other obligation of confidentiality;

(b) is or becomes publicly known through no act or default of You Beauty Photo Booths; or

(c) is obtained by You Beauty Photo Booths from a third party in circumstances where You Beauty Photo Booths has no reason to believe that there has been a breach of an obligation of confidentiality.

10.4 The restrictions in this Clause 10 do not apply to the extent that any Client Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of You Beauty Photo Booths on any recognised stock exchange.

10.5 The provisions of this Clause 10 shall continue in force indefinitely following the termination of the Contract.

11. No statutory cancellation right

11.1 The Client acknowledges that, even if the Client is a consumer, the Client will have no right to cancel the Contract under Part 3 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, as the Contract is for services related to leisure activities and provides for a specific date or period of performance.

12. Data protection

12.1 The Client warrants to You Beauty Photo Booths that it has the legal right to disclose all Personal Data that it does in fact disclose to You Beauty Photo Booths under or in connection with the Contract, and that You Beauty Photo Booths has a legal right to process the Personal Data comprised in the Content in accordance with the Contract.

12.2 The Client shall only supply to You Beauty Photo Booths, and You Beauty Photo Booths shall only process, in each case under or in relation to the Contract, the Personal Data of persons included in the Content of the following types: likenesses in the Content and associated metadata; and You Beauty Photo Booths shall only process the Client Personal Data for the following purposes: the provision of the Services and the production and delivery of Content and Prints.

12.3 You Beauty Photo Booths shall only process the Client Personal Data during the term of the Contract and for not more than 30 days following the end of that term, subject to the other provisions of this Clause 12.

12.4 You Beauty Photo Booths shall only process the Client Personal Data on the documented instructions of the Client (including with regard to transfers of the Client Personal Data to a third country under the Data Protection Laws).

12.5 You Beauty Photo Booths shall promptly inform the Client if, in the opinion of You Beauty Photo Booths, an instruction of the Client relating to the processing of the Client Personal Data infringes the Data Protection Laws.

12.6 Notwithstanding any other provision of the Contract, You Beauty Photo Booths may process the Client Personal Data if and to the extent that You Beauty Photo Booths is required to do so by applicable law. In such a case, You Beauty Photo Booths shall inform the Client of the legal requirement before processing, unless that law prohibits such information.

12.7 You Beauty Photo Booths shall ensure that persons authorised to process the Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

12.8 You Beauty Photo Booths shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Client Personal Data.

12.9 You Beauty Photo Booths must not engage any third party to process the Client Personal Data without the prior specific or general written authorisation of the Client. In the case of a general written authorisation, You Beauty Photo Booths shall inform the Client in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Client objects to any such changes, then the Client may terminate the Contract on written notice to You Beauty Photo Booths. You Beauty Photo Booths shall ensure that each third party processor is subject to equivalent legal obligations as those imposed on You Beauty Photo Booths by this Clause 12.

12.10 You Beauty Photo Booths is hereby generally authorised by the Client to engage, as sub-processors with respect to Client Personal Data, and third parties within the following categories: image processing, storage and distribution services providers.

12.11 You Beauty Photo Booths shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Client with the fulfilment of the Client's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

12.12 You Beauty Photo Booths shall assist the Client in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws.

12.13 You Beauty Photo Booths must notify the Client of any Personal Data breach affecting the Client Personal Data without undue delay and, in any case, not later than 72 hours after You Beauty Photo Booths becomes aware of the breach.

12.14 You Beauty Photo Booths shall make available to the Client all information necessary to demonstrate the compliance of You Beauty Photo Booths with its obligations under this Clause 12 and the Data Protection Laws.

12.15 You Beauty Photo Booths shall, at the choice of the Client, delete or return all of the Client Personal Data to the Client after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.

12.16 You Beauty Photo Booths shall allow for and contribute to audits, including

inspections, conducted by the Client or another auditor mandated by the Client in respect of the compliance of You Beauty Photo Booths's processing of Client Personal Data with the Data Protection Laws and this Clause 12.

12.17 You Beauty Photo Booths may charge the Client at its standard time-based charging rates for any work performed by You Beauty Photo Booths at the request of the Client pursuant to this Clause 12.

13. Indemnity and warranties

13.1 The Client shall indemnify and keep indemnified You Beauty Photo Booths against any and all claims, liabilities, damages, costs, losses and expenses (including legal expenses) suffered or incurred by You Beauty Photo Booths and arising out of:

(a) any failure of the Client to fulfil the Client Obligations; or

(b) any other act or omission of the Client or any Guest;

(c) any infringement of any person's Intellectual Property Rights or other legal rights arising out of the use of the Content in accordance with the Contract.

13.2 You Beauty Photo Booths warrants to the Client that the Services will be provided with reasonable skill and care.

13.3 All of the parties' warranties and representations in respect of the subject matter of the Contract are expressly set out in these terms and conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Contract will be implied into the Contract or any related contract.

14. Limitations and exclusions of liability

14.1 Nothing in these terms and conditions will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation; (c)

limit any liabilities in any way that is not permitted under applicable law; or (d)

exclude any liabilities that may not be excluded under applicable law,

and, if a party is a consumer, that party's statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

14.2 The limitations and exclusions of liability set out in this Clause 14 and elsewhere in these terms and conditions:

(a) are subject to Clause 14.1; and

(b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

14.3 You Beauty Photo Booths will not be liable to the Client in respect of:

(a) any loss of profits or anticipated savings;

(b) any loss of revenue or income;

(c) any loss of contracts or opportunities;

(d) of any loss or corruption of any data, database or software (excluding loss or corruption of the Content, in relation to which Clause 14.7 applies); or

(e) any special, indirect or consequential loss or damage.

14.4 You Beauty Photo Booths will not be liable to the Client in respect of any losses arising out of a Force Majeure Event. In particular, You Beauty Photo Booths will not be liable to the Client in relation to any delay in the delivery of the Equipment or assembly of the Equipment, where such delay arises out of a Force Majeure Event, or out of the Client's failure to provide You Beauty Photo Booths with adequate delivery instructions or other instructions.

14.5 You Beauty Photo Booths will not be liable to the Client in respect of any loss or damage arising in whole or part out of the Client's breach of Clause 3.2

14.6 The aggregate liability of You Beauty Photo Booths to the Client under the Contract shall not exceed the greater of:

(a) GBP 1,500; and

(b) the total amount paid and payable by the Client to You Beauty Photo Booths

under the Contract. 14.7 Without prejudice to the liability cap in Clauses 14.6:

(a) if the Equipment is unavailable for use for more than 5% of the total Specified Hours during the Hire Period, then You Beauty Photo Booths's liability to the Client with respect to such unavailability shall not exceed a proportional amount of the Charges for the Equipment hire; and

(b) if You Beauty Photo Booths has an obligation under the Contract to deliver Content or Prints, and You Beauty Photo Booths is unable to do so due to the files being corrupted, lost

or stolen, You Beauty Photo Booths's maximum liability to the Client with respect to such corruption, loss or theft shall be equal to 10% of the Charges under the Contract.

15. Force Majeure Event

15.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Contract (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

16. Termination

16.1 Either party may terminate the Contract by giving to the other party written notice of termination before the commencement of the Hire Period, subject to Clause 17.

16.2 You Beauty Photo Booths may terminate the Contract immediately by giving written notice of termination to the other party if the Client commits any material breach of the Contract, or if the Client is or becomes insolvent, bankrupt or unable to pay its debts as they fall due, or if the Client enters into any insolvency or bankruptcy procedure or proceedings.

16.3 You Beauty Photo Booths may terminate the Contract immediately by giving written notice to the Client if any amount due to be paid by the Client to You Beauty Photo Booths under the Contract is unpaid by the due date (and remains unpaid upon the date that that written notice of termination is given).

17. Effects of termination

17.1 If the Contract is terminated by You Beauty Photo Booths under Clause 16.1, then You Beauty Photo Booths will give to the Client a full refund of the Charges (including any Deposit).

17.2 If the Contract is terminated by the Client under Clause 16.1 at least 28 clear days before the start of the Hire Period, then You Beauty Photo Booths will give to the Client a refund of the Charges less:

(a) the Deposit; and

(b) any Charges paid or payable with respect to any custom Equipment, or Equipment produced or adapted to the Client's specifications or requirements, providing that if the Deposit and any such Charges have not been previously paid by the Client to You Beauty Photo Booths, then the Client shall remain liable to pay such Deposit and such Charges to You Beauty Photo Booths.

17.3 If the Contract is terminated by the Client under Clause 16.1 less than 28 clear days before the start of the Hire Period, then the Client will not be entitled to any refund of the Deposit or Charges (and if the Deposit or any Charges have not been previously paid, then

the Client shall remain liable to pay them to You Beauty Photo Booths).

17.4 If the Contract is terminated, then:

(a) the Client must immediately cease using the Equipment, and must ensure that the Guest do so; and

(b) You Beauty Photo Booths may at any time thereafter enter the Location to disassemble and remove the Equipment (and the Client shall co-operate with all You Beauty Photo Booths's reasonable requests in relation to this).

17.5 Except as set out in this Clause 17, the Client shall have no right to any refunds, and no right to be released from liability to pay the Charges, upon or as a result of the termination of the Contract.

17.6 Upon the termination of the Contract, all of the provisions of these terms and conditions shall cease to have effect, save that the following provisions of these terms and conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 9.3, 9.5, 10, 12, 13.1, 14, 17 and 18.

17.7 Except to the extent expressly provided otherwise in these terms and conditions, the termination of the Contract shall not affect the accrued rights of either party.

18. General

18.1 Subject to any express restrictions elsewhere in these terms and conditions, You Beauty Photo Booths may subcontract any of its obligations under the Contract. You Beauty Photo Booths shall remain responsible to the Client for the performance of any subcontracted obligations.

18.2 The Contract may not be varied except by a written document signed by or on behalf of each of the parties.

18.3 The Client hereby agrees that You Beauty Photo Booths may assign You Beauty Photo Booths's contractual rights and obligations under the Contract to any third party, providing that, if the Client is a consumer, such action does not serve to reduce the guarantees benefiting the Client under the Contract. Save to the extent expressly permitted by applicable law, the Client must not without the prior written consent of You Beauty Photo Booths assign, transfer or otherwise deal with any of the Client's contractual rights or obligations under the Contract.

18.4 The Contract is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party Guest or other third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Contract are not subject to the consent of any third party.

18.5 These terms and conditions and the Proposal shall constitute the entire agreement between the parties in relation to the subject matter of the Contract, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

18.6 The Contract shall be governed by and construed in accordance with English law; and the courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Contract.