

WISH YOU WELL

Client - Terms and Conditions

By Placing an order with Wish You Well Ltd you agree to be bound to the Terms and Conditions below.

Definitions:

"Wish You Well Ltd" is the company, which has invented the Concept, and will supply the fully functioning product.
The "Venue" is the company, which takes delivery of the booth and hosts the event.
The "Client" is the end user who books both the "Venue" and the "Booth" for their function.
The "Booth" is the box, which records the footage at the Function.

The Concept:

Wish You Well Ltd supply a Booth on an event by event basis, record up to 7 hours of static footage at the Venue. This is then edited down to a maximum of 1 hour and then copies of the DVD are then sent to the Client within 3 weeks of the date of the Event.

The Process:

Wish You Well Ltd will supply sufficient marketing literature to inform the Client of the benefits of the Concept.
If the booking comes from the Venue then primary liaison with the Client will be through the Venue, and Wish You Well Ltd will only have direct contact with the Client if agreed to by the Venue.
When the Client books the Booth a Wish You Well Ltd Booking Form must be completed and signed by the Client. Wish You Well Ltd reserve the right to refuse any order received within 2 weeks of the date of the Event.
On receipt of the Booking Form and deposit, Wish You Well Ltd will sign the form and return a copy to the Client.
Wish You Well Ltd will deliver a Booth to a mutually agreed position at the Venue, set it up and test it ready for use.
Wish You Well Ltd will turn on the electronic equipment at an agreed time and start 7 hours of continuous recording. (Nb The Booth can be left to turn itself off after the 7 hours.)
Wish You Well Ltd will collect the recorded data the day after the event and collect the Booth if required. If not the Booth will be tidied, stocked and reset for the next Event.
The edited and finalised DVD will be supplied to the Client within 2 weeks after the day of the Event. Nb Nudity and obscene gestures will be removed from the final edit but verbal content will not be edited. Wish You Well Ltd does not accept liability for any offensive language recorded during the event.

Booth Upkeep:

Wish You Well Ltd is responsible for the following:

Delivery and collection of the booth.
The setting of the light dimmer to maximise recording quality.
The clean state of the booth.
The upkeep of the electronic equipment.
The regular supply of all promotional and marketing literature.
Turning the lights on before the event starts.
Turning the screen on at the correct time as agreed with the Client, ensuring the image is mirrored where applicable.
Turning the Camera on to record at the correct time as agreed with the Client.
The retrieval of the data through to processing and production of the end product DVD.

The Client is responsible for the following:

To ensure a constant mains electricity supply.
To ensure the Booth is used properly and safely.
Unless agreed by Wish You Well Ltd the Booth is not to be touched or moved by the Client or the Venue.
The Client will be deemed liable for any physical damage to the Booth and equipment that occurs during the Event.

The Contract:

A completed Wish You Well Purchase Order constitutes a written order for the Hire of a booth for 24 hours on the agreed date and agreed time. A copy of the Booking Form, signed by Wish You Well Ltd, will be returned to the Client, which constitutes a confirmed Contract.

A non-refundable deposit of £100 is required within 2 weeks of the Client booking the Booth and at least 1 week before the day of the Event, whichever is the earlier.

The balance is payable at least 4 weeks before the Date of the Event. If the payment is not received by the set date then Wish You Well Ltd reserves the right to cancel the booking without refund of the deposit.

Written cancellation of an Event over 4 weeks before the Event will cancel the Contract and the balance will not be owed by the Client.

There will be no discounts or refunds if there is low usage of the Booth at the Event.

Whereas Wish You Well Ltd makes every effort to ensure the Booth is located in the best position, Wish You Well is not responsible for any external visual or sound distortion, such as disco and band sound, or strobe lighting.

There will be no discounts or refunds if the mains supply is turned off for whatever reason.

The Booth remains the property of Wish You Well Ltd at all times.

If the data is not recorded successfully due to equipment malfunction then Wish You Well Ltd will not charge for the Event and will refund in full. Wish You Well Ltd shall not be responsible for any further financial loss to the Client due to unsuccessful recording.

To the fullest extent permitted under law, Wish You Well Ltd accepts no obligation or liability (whether arising in contract, warranty, tort (including negligence), product liability or otherwise) for any incidental, indirect or consequential damages or liabilities arising with respect to the use of the booth.

The Terms and Conditions on the website (www.wishyouwell.co.uk) form the entire agreement between you and Wish You Well Ltd and supersede any oral or written communication agreements or other representations. Wish You Well Ltd reserves the right to add or change these Terms and Conditions at its sole discretion at any time without prior notice.