

wellwishes

Initial Booking Form

Where did you hear about us?

Wellwishes website <input type="checkbox"/>	Web editorial <input type="checkbox"/>	Web advert <input type="checkbox"/>	Mag editorial <input type="checkbox"/>
Mag/paper advert <input type="checkbox"/>	VideoBoothSystems.com <input type="checkbox"/>	Exhibition <input type="checkbox"/>	Recommendation <input type="checkbox"/>
Please provide more information where possible			

Party Type:

Wedding/Civil Partnership <input type="checkbox"/>	Birthday Party <input type="checkbox"/>
Prom <input type="checkbox"/>	Simcha for Bar Mitzvah or Bat Mitzvah <input type="checkbox"/>
Other (please detail) <input type="checkbox"/>	

Main Booking Contact:

Name:	E-mail:
Tel No:	Mobile No:
Address:	

Party Information:

Name of who the party is for:	
Date of Party:	Time:
Venue Address:	
Contact Name at Venue:	Tel:

Prices:

Standard Booking Price	£350
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Please note this price is for bookings in the following counties:

London, Kent, Surrey, Essex, Berkshire, Hertfordshire, East Sussex, West Sussex, Buckinghamshire.

Additional costs may be charged for bookings in the counties not listed above. Please call 0845 644 8028, or email info@wellwishes.co.uk, for further details.

Additional Features (Please tick as required)

Screen Saver Option (allows pictures to be shown as a slideshow whilst the kiosk is idle)	£20	<input type="checkbox"/>
Personalised Additional DVD (Please confirm number of additional copies required)	£7	<input type="checkbox"/>

Please note a £50 deposit must be paid before any booking will be confirmed. Please make cheques payable to Wellwishes, stating the main contact name and date of party on the back of the cheque.

By signing below you confirm that you agree to the Wellwishes terms and conditions that are attached to this booking form.

Signature.....

Name.....

Date.....

Terms and Conditions for Wellwishes

1. DEFINITIONS AND INTERPRETATION

In this Agreement unless the context requires otherwise the following words and expressions have the following meanings:

'Contact on the day'	means the contact named by the Hirer on the Details form. Please note that if on the day the Contact on the day is not available then Wellwishes reserves the right to select an appropriate alternative. This may include, but not be limited to, a member of staff at the Venue, an events coordinator, a User or a close family member or friend of the Hirer or indeed the Hirer themselves.
Details form'	means the form completed to confirm finer details of booking including Contact on the day
'Hirer'	means the Main booking contact named on the Initial Booking Form
'Hire date'	means the date the Kiosk is hired
'Initial Booking form'	means the form that is completed by the 'Hirer' to book the Kiosk
'Kiosk'	means the video messaging service and related equipment.
'Kiosk Hand-Over Documentation'	means the form completed on the Hire date which is signed by the Contact on the day and the Wellwishes Representative.
'Location'	means the Location of the Kiosk once delivered and configured by a Wellwishes Representative on the Hire date.
'User'	means the people that use the Kiosk whilst out on hire to the Hirer.
'Venue'	means the postal address at which the Kiosk is to be located on the Hire date
'Wellwishes Representative'	means a representative, either employed directly or sub-contracted for Wellwishes

1.2 In this Agreement the words 'include', 'includes', 'including' and 'such as' are to be construed as if they were immediately followed by the words 'without limitation'.

1.3 Reference to the singular includes the plural and vice versa.

2. COMMENCEMENT

2.1 The Agreement shall commence on the date the Initial Booking Form is signed and shall be operative until receipt of the Kiosk to the satisfaction of Wellwishes

3. USE OF KIOSK

3.1 The Hirer is to ensure the Kiosk is used properly and ensure that it will be used safely and without risk to health, shall not remove or alter or permit removal or alteration of identification numbers or marks of the Kiosk, and shall keep the Kiosk properly protected and safe. Under no circumstances shall Wellwishes have any liability of whatever kind for any defects resulting from wear and tear, accident, improper use by the Hirer or Users except in accordance with the instructions or advice from Wellwishes

3.2 The Hirer is to ensure the Kiosk shall not be moved from both the Location and Venue other than by a Wellwishes Representative.

3.3 The Hirer is to obtain any consent or permissions in the use of the Kiosk at the Venue and Wellwishes shall not be held liable for refusal or lack of any consent or permission

3.4 The Kiosk shall at all times remain the property of Wellwishes

3.5 The Kiosk shall be delivered on date of Hire at which time the Wellwishes Representative will leave the Kiosk operational and in suitable condition for use. The Contact on the day will sign the associated Kiosk Hand-Over Documentation to confirm that they agree that the Kiosk is operational and not damaged.

3.6 The Wellwishes Representative has the right to refuse to deliver the Kiosk if:

It believes that the Kiosk will not be used properly;

The Venue or Location is believed to be unsafe or a risk to health;

The Venue or Location is believed to possibly cause damage to the Kiosk;

The Venue or Location is believed to not be secure;

The Contact on the day cannot be found to sign the Kiosk Hand-Over Documentation;

If The Contact on the day refuses to sign the Kiosk Hand-Over Documentation.

3.7 The Contact on the day has the right to refuse to accept the delivery of the Kiosk if:

They believe the Kiosk to be unsafe or a risk to health;

The Kiosk is damaged to the point of being unusable

The Kiosk arrives outside of the delivery timings listed on the Details form

4. PAYMENT

4.1. A deposit as specified upon the booking form shall be paid by the Hirer to Wellwishes. A receipt shall be sent to the Hirer by Wellwishes. The receipt is the only proof of booking that the Hirer shall receive.

4.2. An invoice in respect of hire will be issued 12-8 weeks prior to the date of and FULL payment must be made no later than 2 weeks prior to the Hire date.

4.3. if the Hirer fails to pay the invoice price by the date due then Wellwishes has the right to cancel the booking with no deposit being returned to the Hirer.

4.4. No refunds are to be given due to fault of the Hirer in operation of or use of the Kiosk or in lack of obtaining or in the refusal of the appropriate consents or permissions. No refund will be made for low usage of the facility.

5. CANCELLATION

5.1 Upon receipt of written notification of cancellation four weeks prior to Hire date Wellwishes shall refund any monies paid less the Deposit

5.2 Upon receipt of written notification within four weeks prior to Hire date no refund will be provided

6. DAMAGE LOSS AND REPAIR

6.1 The Hirer shall be responsible for the loss, theft or destruction of or for any damage to the Kiosk occasioned in any manner or by whosoever or by any cause whatsoever while the Kiosk is at the Hirer's risk (other than as a result of fair wear and tear) and fully and effectually indemnify Wellwishes in respect of all claims. Proceedings, costs, expenses. Loss, damage and liabilities incurred by Wellwishes arising directly or indirectly from any such, loss theft, destruction or damage

6.2 Wellwishes shall not be responsible for any damage to the DVD or its presentation which is beyond its control

7. TERMINATION ON DEFAULT, ETC

7.1. Without prejudice to the provision of clause 4.4 Wellwishes may by written notice (in addition to any other rights) terminate this Agreement or suspend its performance of all or any of its obligations under the same immediately and without liability whether for compensation or damages or otherwise if the Hirer fails to comply with any of its obligations under the terms of this Agreement.

8. ENTIRE AGREEMENT

8.1. This Agreement expresses the entire agreement between of the Parties in respect of the matters contained or referred to in it and there are no promises terms conditions or obligations oral or written express or implied other than those contained herein.

8.2. No warranties, representations or other matters were relied upon by the Hirer causing it to enter into this Agreement other than those expressly set out herein.

8.3. This Agreement shall not otherwise be modified in any way except by a written instrument signed by the Parties.

8.4. Except in the case of fraudulent misrepresentation the only remedy available to the Hirer in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract.

9. FORCE MAJEURE

9.1. Wellwishes shall not be liable for any failure in the performance of any of its obligations under this Agreement caused by, and may suspend performance of the same during, factors outside its control including, but not limited to, disorder and natural disasters.

10. THIRD PARTIES

10.1. The Parties do not intend that any term of this Agreement may be enforced by a third as defined in the Contracts (Rights of Third Parties) Act 1999 under the provisions of that Act.

11. NOTICES

11.1. Any notice required to be given for the purposes of this Agreement must be given by registered or recorded delivery mail.

11.2. The Hirer's address for the service of notice shall be address stated on the Initial Booking Form. Any changes of address must be notified and acknowledged to be deemed as valid.

11.2.1. A notice shall be deemed to have been serviced if a notification of completed recorded delivery notice is provided via royal mail.

12. CHOICE OF LAW AND JURISDICTION

12.1. This contract shall be governed by English law and subject to the exclusive jurisdiction of courts of England and Wales in all matters regarding it except to the extent that Wellwishes invokes the jurisdiction of the courts of any other country.

Please keep a copy of these T&Cs for your reference.

