



Commercial Contract Terms and Conditions

Please conduct a full site inspection of your venue to ensure that you have sufficient space for photographic equipment and access to mains electricity supply comprising of a 13 amp socket within 1 metre of your photographic equipment location. All measures are listed in the below terms and conditions and contained within the brochure. If you would like any further information, we will be happy to help.

1. Definitions and Interpretation

This agreement, unless the context requires otherwise, the following words and expressions have the following meanings:

Customer- means the contact named by the Client on the booking form. If the contact is not available, then Make Your Memory LTD.co.uk reserves the right to select an appropriate alternative. This may include, but not limited to, a member of staff at the venue, an events co-ordinator, a user or close family member or friend of the Client or the Client themselves.

Booking Confirmation/ Form- this means the form completed to confirm the hiring of the equipment and the customer name on the day. This may also be provided in email format but it will also apply to the online booking form contained on our website or any signed and printed version of this form.

Booking Fee means the booking fee specified on the booking form and quote

Client means the main booking contact named on the initial booking form. He or she is eighteen (18), and he or she assumes full responsibility and liability under the terms of the contract.

Force Majeure means an event which is beyond reasonable control of Make your Memory which shall include, without limitation, acts of God, governmental actions, fire, death, illness or other capacity certified by a properly qualified medical Practitioner, war or national emergency, acts of terrorism, protests, riots, civil commotion, explosion, extreme weather conditions, flood, epidemic, lock out's, strikes or other labour disputes or restraints or delays affecting carriers or inability of delay in obtaining supplies of adequate or suitable materials.

Hire Agreement is reference to these Terms and Conditions, any booking form and payment instructions provided to you.

Hire Charge is a reference to the charge we make for the hire of Make your Memory products Magic Selfie Mirror, Selfie pods, Inflatable Photo Booths, Back drops, red carpet, rope and poles, flame machines and LED table.

Hire Date means the date the photographic equipment is hired which is specified on the online booking form or a quote.

Hire Period is a reference to the period which you have agreed to hire Make your Memory products to you which are detailed in the quote provided on the online booking form

Guest Book means the photo album that we compile at the event for the client/ customer.

Location means the location of the photo equipment once delivered and set up by a photo equipment representative on the hire date.

Photographic equipment means the magic selfie mirror, photo pod and or inflatable photo booth and all related equipment.

Products refers to all the products on our website. "Quote" means the quotation document for the Corporate and Private events issued to the Hirer which details the Magic Selfie Mirror, Selfie pod, Inflatable Photo Booth and/ or products to be hired and the hired period.

Terms and Conditions means the terms and conditions of hire of the Magic Mirror, Selfie Pod, Inflatable photo booth and/ or products as set out in this document.

User means the people that use the photographic equipment

Venue means the venue address at which the photographic equipment is to be located on the hire date

Make Your Memory, "us", "we", "our" means Make your Memory. Make your Memory is a limited liability company registered in England and Wales. Our company number is 12160309.

Make Your Memory LTD representative means a representative, either employed directly or sub contracted for Make Your Memory LTD

Sub contracted supplier services means in the event of other supplier services being required Make Your Memory LTD representative will ensure that the supplier will provide proof of public liability insurance, and have been trading for at least 12 months.

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

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2. Agreement to Online Terms and Conditions

- 2.1 When hiring a Photo Booth or any of our products from us you do so in accordance with this Hire agreement. You are deemed to have accepted the Hire Charge for the hire of the products, and other terms such as delivery, which have been quoted to you at the time of placing your order.
- 2.2 All products shown on our website are subject to availability. The images of the products on the website are for illustrative purposes only and may vary slightly from those images.
- 2.3 Any contract for the hire of our products is between you and Make Your Memory LTD.
- 2.4 These Terms and Conditions will remain in place on the website and can be accessed by you at any time. The Terms and Conditions displayed on the website at the time of the booking your event shall apply to your booking. We reserve the right to amend or update our Terms and Conditions at any time and any subsequent bookings made by you shall be governed by such terms. We reserve the right to alter our pricing on our literature and website at any time without prior warning but this will not affect bookings which have been confirmed by us.
- 2.5 If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use. Together with our privacy policy governing makeyourmemory.co.uk relationship with you in relation to this website. The term 'makeyourmemory.co.uk' or 'us' or 'we' refers to the owner of the website whose registered office is: Make Your Memory LTD Milton Keynes, United Kingdom. Contact: info@makeyourmemory.co.uk.
- 2.6 The use of this website is subject to the following terms of use: The content of the pages of this website is for your general information and use only. It is subject to change without notice. Neither we, nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- 2.7 This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. All trademarks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- 2.8 You may not create a link to this website from another website or document without Make Your Memory LTD's prior written consent. Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Scotland and Wales.

3. Booking, payments and cancellation

- 3.1 By placing an order with us either verbally or via e-mail regardless of whether a booking form has been returned or deposit paid it is deemed that the customer has read, understood, fully agreed to and is bound by all our terms and conditions of hire.
- 3.2 If you wish to make a booking you must accept your quote and sign your contract no less than two full working days prior to the start of the Hire Period. All bookings must be made via our online booking form. Particular care must be taken when completing the Online Booking Form as changes may only be made in writing and with our consent. All details stated on the Booking Form will be accepted by us as correct including spelling, punctuation and grammar, unless you notify us otherwise in writing. Any costs that we incur as a result of incorrect information supplied by you must be reimbursed by you.
- 3.3 An invoice will be raised for 100% of your booking and 50% deposit is payable to Make Your Memory LTD to confirm the booking. This must be paid within 30 days of your booking, unless other arrangements have been agreed. The final payment (50% balance) is due 30 days prior to your booking date. A receipt in the form of an e-mail shall be sent to the Hirer to confirm money has been received. Dates will only be secured upon receipt of the Booking Fee, Booking Form completed and acceptance of our Terms and Conditions by electronic signature. Any extra costs or services that have been added outside of the original quote and after payment will be billed after the event providing authorisation has been given (by signing for different services).
- 3.4 Failure to pay on time will result in late payment charges equivalent to the interest on the later payment which shall be calculated on a daily basis at a rate of 5% over our bank's lending rate from the date the payment was originally due until the date of actual payment.
- 3.5 We may instruct a debt collection agency or solicitor to collect payment (including any interest and /or late payment charges) on our behalf. In such circumstances you will be liable to pay an additional sum to us which will not exceed the reasonable costs that we may incur to pay the debt collection agency or solicitor, who will add the sum to your outstanding debt on our behalf.
- 3.6 In the event that you decide to cancel your booking you must notify us immediately in writing. A cancellation fee will be payable calculated based on the notice period you have given us. This is detailed as follows- Cancellation anytime you will lose 100% of your deposit (unless this is part of an advertising campaign). 30 days or less before the event then 50% of the total paid above the deposit will be refunded. 31 days or more before the event then 100% of the total paid above the deposit will be refunded.
- 3.7 We reserve the right to cancel your booking without liability to you and without
- 3.8 We have the right to cancel the booking if a deposit is not made within 30 days of the booking and or if the client fails to pay the invoice in full by the due date. We have reasonable grounds to believe that you may not pay us the balance of your Hire Charge by the due date and we have requested you to explain the position and you have

- 3.9 The applicable cancellation fee plus any production costs incurred up to the date of cancellation will be deducted from the deposit paid and the balance shall be refunded to you within 30 days of receipt of your cancellation notice.
- 3.10 At your option and provided you give us more than 30 days' notice of cancellation, you may cancel the booking and request that the deposit transferred to an alternative booking date, providing we are available. In such cases the cancellation fee shall be reduced to £50.
- 3.11 No refunds will be given due to low use of the Photographic Equipment throughout the event or due to the location being unsuitable. We recommend you do an event inspection to ensure there is sufficient space for the booth and electric is within 1m of the booth.
- 3.12 In the event that Make Your Memory LTD is not ready to commence at the agreed time due to our fault, then we will still operate the agreed hire period by extending the finishing time of the hire (venue permitting). In the event that the hire does not start at the agreed time, as setup has been delayed due to any unforeseen circumstances that are not a result of makeyourmemory.co.uk, then the hire will still end as per the agreed time on booking form. In the event that we have set up in time but the hire does not start at the agreed time due to over running of previous activities by you or venue, the hire will still end as per the agreed time on booking form.
- 3.13 We cannot be held responsible for any circumstances that may prevent us from attending your event; these may include but are not limited to severe weather conditions, traffic delays, breakdown of our vehicles, sickness or equipment failure. In the case that we cannot attend or fulfil your hire due to events beyond our control we will contact you or the venue as soon as possible. In these instances, our liability will be limited to refunding all of monies paid.
- 3.14 Services requested that exceed the agreed time frame on the booking confirmation will be charged at a rate of £100 per hour, payable the day of the event. It may not always be possible to provide additional performance time. However, when feasible, requests for extended time will be accommodated.
- 3.15 There will be an additional charge in mileage after midnight, unless already pre-arranged on the booking confirmation.
- 3.16 Additional costs – Idle time – if you would like any of the equipment set up earlier than the start time we charge £50 per hour. Post midnight (venue permitting) £100 per hour.
- 3.17 If we cancel the booking then a full refund charge will apply.

4. Basis for Hire

- 4.1 Products hired from us are not intended for your commercial use apart from promotions) and must only be used in accordance with these Terms and Conditions.
- 4.2 The hire for the Products is for the period specified on the Booking form. The hire agreement is not covered by the Consumer Credit Act, 1974 as the hire period is less than 3 months.
- 4.3 The hire period shall commence and end on the dates specified on the Booking form. No extension to the hire period is permitted without our written consent and receipt of the appropriate charge.
- 4.4 Make your Memory will recover with prior agreement the cost of travel where the event is at a distance of 40 miles or greater from our base in Milton Keynes. Travel will be quoted/ charged as 'Out of Area- Charge'. It may be necessary with prior agreement to travel on the evening prior to the event to avoid traffic and other problems. Also it may be necessary to stay overnight where the event runs late. The cost of accommodation and any other additional charges incurred shall be recovered from the customer with regards to late and distance events.
- 4.5 Make your Memory will arrive about 15 mins before the hire period is due, to set up and test. If you require us earlier then the set up time charge will apply. You need to ensure that the venue agrees to Make your Memory being in attendance at the agreed time. We will be happy to liaise with the venue to assist if requested.
- 4.6 If we are unable to install the Products on time due to access restrictions the Hire Period will remain unchanged. If your event starts late or runs late, the hire period will remain unchanged unless we agree to provide additional hours or to simply delay our planned start date.
- 4.7 Hired equipment will be set up in one location only as agreed on arrival and will not be moved once set up. Please ensure there is sufficient space at your venue to set up the photo booth.

Magic Mirror dimensions	Selfie Pod	Inflatable Photo Booth (subject to booth shape, this is standard square)
Height: 1.57 m	1m	2.5m
Width: 0.920 m	1m	2.5m
Depth: 0.575 m	1m	2.5m

- 4.8 Please conduct a full site inspection of your venue to ensure that you have sufficient space for photographic equipment and access to electric within 1 metre of your photographic equipment location.
- 4.9 Please inform us of any circumstances that would make setting the Photographic Equipment up more demanding, including going upstairs, long distances from unloading area to venue etc. We allocate a set period of time for setting up our equipment at your venue which is included within your price, but if there are any complications that are not made known to us beforehand then

unfortunately this will come out of the run time.

4.10 The Magic Mirror can only be taken up stairs if a large lift or ramp is available. If you fail to notify us of any of these and we are unable to get access to your event for your booking no refund will be issued.

4.11 The client is responsible for ensuring that suitable security and crowd control measures are in place prior to start of event.

4.12- We will endeavour to attend any event that you have hired our Product for. Where circumstances make this impossible due to, but not limited to adverse weather conditions, we will contact you as early as possible and a full refund will be made. We reserve the right to cancel any booking due to adverse weather conditions.

4.13 We will always try and arrive at the venue location which you provide for the agreed time. Where circumstances make this difficult due to severe traffic delays or vehicle breakdowns, we will extend the time of the hire so that the hire period is the same with respect to the booking made by you. If this is not possible we will refund you accordingly the amount of time delayed by and in proportion to the amount paid.

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5. Installation, Use, Damage, Loss and Repair of the Photo Booth

5.1 The Client is to ensure the Photographic Equipment is used properly and safely, without risk to the health and wellbeing of the users or representative. The Client is to ensure the Photographic Equipment shall not be moved from both the Location and Venue other than by an Make Your Memory LTD representative.

5.2 The Client is to obtain any consent or permissions in the use of the Photographic Equipment at the Venue and Make Your Memory LTD shall not be held liable for refusal or lack of any consent or permission.

5.3 The Photographic Equipment shall at all times remain the property of Make Your Memory LTD.

5.4 The Photographic Equipment shall be delivered on date of Hire at which time Make Your Memory LTD Representative will have the Photographic Equipment operational and in suitable condition for use.

5.5- Make Your Memory LTD Representative has the right to refuse to deliver the Photographic Equipment if:

- they believe that the Photographic Equipment will not be used properly,
- Venue or Location is believed to be unsafe or a risk to health
- Venue or Location is believed to possibly cause damage to the Photographic Equipment
- The Venue or Location is believed to not be secure

5.6 The Contact on the day has the right to refuse to accept the delivery of the Photographic Equipment if:

- They believe the Photographic Equipment to be unsafe or a risk to health;
- The Photographic Equipment is damaged to the point of being unusable;
- The Photographic Equipment arrives outside of the delivery timings listed on the Booking form.

5.7 Make Your Memory LTD reserves the right to substitute hired equipment with equipment of a similar type and value without notice in the event of previous damage or loss of booked equipment.

5.8 Make Your Memory LTD uses printers that need changing every 400 prints, so if this needs replacing during the event it can take up to 5 minutes to change.

5.9 Make Your Memory LTD representatives are trained and have experience in troubleshooting with technology faults. If there is a problem, the technician will try to resolve ASAP and will also have a superior on call to help.

5.10 Make Your Memory requires a minimum of 1 hour to set up and test the Products correctly, if you require the products to be set up in a shorter period then we cannot be held responsible if it is

not set up correctly or ready on time. It is up to you to ensure that all appropriate consents and approvals have been obtained to ensure that Make Your Memory LTD are permitted to install the Products at the requested location. Make Your Memory LTD cannot be held responsible if for any of the above reasons, we cannot deliver the Products on time for your event.

5.11 You will be held responsible for providing the correct address for the venue and checking that the venue allows reasonable access for loading and unloading as well as suitable parking once the Products and equipment have been unloaded.

5.12 All technical issues or other problems concerning the Product which cannot be resolved by the hirer must be reported to Make Your Memory as soon as possible in order to provide us with an opportunity to remedy the situation.

5.13 Make Your Memory agrees to have the Products operational for a minimum of 90% during the hire period as operations may need to be interrupted for servicing the Product.

5.14 If the product is out of use for more than 10% of the hire period due to technical difficulties, we shall refund the customer accordingly to the amount of time that the booth is not in operation and proportion to the amount paid for the number of hours or more.

5.15 The Client shall be responsible for the loss, theft, destruction or any damage to the Photographic Equipment occasioned in any manner by whomever. The Photographic Equipment is at the Client's risk (other than as a result of fair wear and tear) and fully and effectively indemnify Make Your Memory LTD in respect of all claims, proceedings, costs, expenses, loss, damage and liabilities incurred by Make Your Memory LTD arising directly or indirectly from any such loss, theft, destruction or damage.

5.16 Make Your Memory LTD shall not be responsible for any losses or equipment failure which is beyond its control.

5.17 Make Your Memory LTD accept no liability for any damage or loss of personal property and or any injury arising from the use of the hired equipment.

5.18 Some features require an internet connection which it shall be your responsibility to provide. A minimum upload speed of 1Mbps is required. Where we supply a 3G connection the speed of connection will be dependent upon the ultimate service provider and we cannot be held liable for any delays in connection or connection failures as a result of using a 3G.

5.19 Where you have purchased a Guest Book as part of your package or as an additional add-on, it is not our responsibility if any picture are not placed in the Guest Book. Ant damage to the Guest Book during the event is not our responsibility.

5.20 All prop boxes purchased as part of your package or as add-ons are set and themed but items may vary.

5.21 We cannot be held responsible for the number of times the Products; the social features are used or prints made. In this instance no financial reimbursement shall be given.

5.22 Where you have elected to transport the Products, you will be responsible for any damage to the products or related equipment howsoever caused, including any damage, caused by third parties and yu agree to indemnify us against any loss, damage, cost or expense that we may incur as a result.

6. Risk and Ownership of the Products

- 6.1 Full ownership of the Products shall remain fully vested in us at all times. You have not right, title or interest in the Photo Booth other than that you are entitled to Hire for the Hire Period.
- 6.2 You hereby indemnify us against losses, costs, damages or expenses that we may reasonably incur as a result of your breach of any of these Terms and Conditions and any loss or damage caused to the products.
- 6.3 You are responsible for the Products from the time we deliver until the time you return the products to us. Full risk in the Products shall lie with you during this time.
- 6.4 You are not permitted to hire, sub let, sell, lend, or part with possession of the Products at any time during the Hire Period.
- 6.5 You must maintain adequate insurance to cover the Products against fire, theft, loss or damage at all times during the Hire Period.
- 6.6 You will be charged for the replacement keys, locks or memory sticks which need to be replaced during or following your Hire of the Products.

7. Staff

- 7.1 Staff supplied by Make Your Memory LTD are for the sole purpose of providing technical support, hosting (which shall include management of operating the Products and people using the Products and management of the Guest Book) and on site picture editing assistance. As agreed with the Hirer prior to the start of the Hire Term, where staff are supplied by Make Your Memory LTD you must ensure that a minimum of 30 minute break (taken at a mutually convenient point) is given to the operator for periods of longer than 4 hours. Make Your Memory LTD staff should not be requested to undertake any additional function without first obtaining our consent.
- 7.2 Make Your Memory staff are all DBS checked and can be at a wide range of events such as schools, where the majority of the book image will be non-adults.

8. Unstaffed Products

8.1 In the instance where a product is requested without the use of a Make your Memory LTD staff member, we will provide technical support by the following means:

- 8.1.1 Single training session will be undertaken with the hire. Any further training sessions will be subject to an additional fee. Make your Memory LTD will not be responsible for untrained personnel not understanding how to operate the Products and manage trouble shooting.
- 8.1.2 Make your Memory LTD is not liable by may be able to provide telephone support to you the Hirer in the instance of any technical difficulty which you are unable to resolve. It is your responsibility to call the support numbers provided and inform us of any issues and leave a message if not answered. If a message is not left, we cannot guarantee that we will respond to the call.
- 8.1.3 Make your Memory LTD will provide remote technical assistance during Office Hours only- 09.00-17.00pm Mon to Friday. With prior agreement out of hours office support will be provided with prior agreement.
- 8.1.4 Remote Technical assistance is only possible where the Products have a reliable internet connection and where we can safely connect to the Product. It is your responsibility to ensure that the Product is properly maintained and used and all technical issues which you are unable to resolve are reported to us promptly. In the event of technical issues which have not been notified to Make your Memory LTD during the Hire Period or arising due to lack of due care and attention on your part, Make your Memory LTD cannot accept responsibility and reimbursement of fees will not be given to compensate for the lose of Product run time.

9. Termination of Hire

- 9.1 Make Your Memory LTD will not tolerate any abuse or threatening behaviour to any of our staff or abuse of the Products or equipment. If this occurs, Make Your Memory retain the right to terminate the hire immediately. This applies equally to you and your guests. Make Your Memory LTD may terminate the hire in cases where our staff are of reasonable view that the equipment belonging to Make Your Memory LTD or the Products themselves is in danger of being damaged or has been damaged due to the actions or unruly behaviour of the people using the Products. Wherever possible and reasonable to do so we will speak with you or your venue first to try and resolve the matter before any termination is enacted.
- 9.2 If we do terminate, for any reason, the full hire charge will remain due and we will not issue refunds for any period of hire not provided. Moreover, you will be fully responsible for any damages caused by you or your guests or other attendees at the event to the Products and or other equipment however so caused, with the sole exclusion of damage caused by The Make Your Memory LTD Staff. You will be invoiced for the replacement of any damage or broken parts including the cost of labour.
- 9.3 We reserve the right to terminate the Hire Agreement at any time if you are declared bankrupt, either 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 our reasonable opinion, one of the aforementioned events is likely to occur.
- 9.4 We shall also be entitled to terminate the hire immediately where we have reasonable grounds to believe that you have acted in breach of the Hire Agreement.

10. Privacy, Photograph Usage and Ownership

Data Capture

- 10.1 The Products may be set up to capture certain user data at the request of the Hirer, users will be notified of this at the time.

FaceBook

- 10.2 Make your Memory LTD uses Facebook application to upload pictures along with set messages from our Products to Facebook. For each Facebook upload there will be a reference to Make Your Memory LTD- Product used. This is a requirement of Facebook to reference it and it cannot be removed. Make your Memory Ltd do not record or save any data of the users of this application when users logon to Facebook.

- 10.3 Facebook is sometimes affected by technical issues and service disruptions, which cannot be predicted. Therefore, we cannot be held responsible, if Facebook experience technical difficulties as this is beyond our control.

Twitter

- 10.4 Make your Memory LTD uses a Twitter application to upload pictures along with a set message from our Products to Twitter. Make Your Memory LTD do not save any data of the users of the applications when users logon to Twitter.

- 10.5 Twitter is sometimes affected by technical issues and service disruptions, which cannot be predicted. Therefore, we cannot be held responsible if Twitter experiences technical difficulties as this is beyond our control.

Email

- 10.6 Make your Memory LTD uses a product Email application to send pictures along with a set message from our Products to any email address entered. All emails will be sent from a Make your Memory Ltd address which will appear in the 'From' section of an email. Make your Memory Ltd do not record or save any data of the users of this application unless stated.

Instagram

- 10.7 Make your Memory LTD uses a Instagram application to upload pictures along with a set message from our Products to Instagram. Make Your Memory LTD do not save any data of the users of the applications when users logon to Instagram.

- 10.8 Instagram is sometimes affected by technical issues and service disruptions, which cannot be predicted. Therefore, we cannot be held responsible if Instagram experiences technical difficulties as this is beyond our control.

Copyright

- 10.9 The 1988 Copyright Design and Patents Act- Section 77&80 assigns copyright of photographs/ digital images to Make Your Memory LTD. It is contrary to the act to copy or allow to be copied photographs captured by Make Your Memory LTD by any means.

- 10.10 All digital files remain the property of Make Your Memory LTD unless copyright has been purchased by the client for personal use only.

10.11 Unless otherwise notified and agreed with you, you agree that all pictures taken in the Products may be uploaded to a web gallery unless otherwise stated and exempt us from responsibility of publishing the pictures. Photos taken in the equipment during the event may be used by us to assist with the promotion of Make Your Memory LTD. This may include printed matters as well as online images. If you choose to have the Facebook, Twitter or Instagram upload option you take responsibility for permitting all users to upload any pictures to their own Facebook, Twitter or Instagram account. Make Your Memory LTD cannot be held responsible for the content of these pictures. We will not use any pictures that we think may cause offence or embarrassment to the people in the picture. We will remove any pictures from our website if requested to do so.

10.12 The Hirer, who wishes to have uploads directly to their social media pages, is required to Log into their account for the uploads to work and accept the social media app.

10.13 Make Your Memory LTD takes the upmost care whilst producing supplied prints, albums and other merchandise purchased through our website. Our products are subject to rigorous quality inspections and are dispatched in perfect condition. On receiving our product (s) the customer will have 5 working days to report any fault or problem due to shipping or handling to Make Your Memory LTD. Make Your Memory LTD will rectify any fault free of charge during this time period. Faults reported outside of the 5 working days will be subject to costs.

Graphics & Art Work

10.14 Templates will be provided by us should you want the Products to be customised with graphics. Artwork should be provided by you in a print ready format as specified in the templates. Make your Memory Ltd cannot be held responsible for any shortcomings or mistakes in the artwork that you supply. Make your Memory Ltd do not provide an artwork service, nor do Make your Memory Ltd accept any responsibility for editing or proofing of artwork provided. Make your Memory Ltd only act as an intermediary between you the client and our printers.

10.15 Artwork must be supplied by the given deadline and no later. Artwork submitted after the deadline may be subject to extra charges to ensure production in time for your event. Production of artwork submitted after the given deadline cannot be guaranteed and Make your Memory Ltd cannot accept responsibility in such circumstances. Make your Memory Ltd does not accept responsibility for charges incurred and or of production due to artwork submitted post given deadline date or time. If you require a proof before printing this must be requested by email before printing.

11. Limitation of Liability

- 11.1 We disclaim any and all liability to you for the supply of the Products to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If we are found liable for any loss or damage to you such as liability is limited to the Hire Charge you have paid. We 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.
- 11.2 We shall not be liable for any failure or delay in performing the service and hiring of the Products where such failure arises as a result of a force majeure event. In such circumstances our liability shall be limited to a pro rata refund of the deposit where applicable.
- 11.3 We do not accept liability for any indirect loss, consequential loss, and or loss of data, loss of income or profit, loss of damage to property and/or loss for claims of third parties arising out of the hire of the Products. We do not make any representation or guarantee that use of the Product in any promotional context will generate revenue or customers for your business.
- 11.4 Our total liability to you in respect of all other losses arising under or in connection with this Agreement, whether in contract, negligence, breach of statutory duty, or otherwise, shall in no circumstances exceed the hire price of the Products. Except as expressly stated in these Terms, we do not give any representation or warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.
- 11.5 We shall not be liable for any misrepresentations other than fraudulent misrepresentations.
- 11.6 Nothing in the hire agreement shall limit our liability for personal injury or death arising as a result of our negligence.

12. General

- 12.1 We may subcontract any part or part of the services that we provide to you from time to time and we may assign or novate any part of parts of our rights under these Terms and Conditions without your consent to any requirement to notify you.
- 12.2 We may alter or vary our Terms and Conditions at any time without notice to you.
- 12.3 The Hire Agreement constitutes the entire agreement between you and us. No other terms whether expressed or implied shall form part of the contract. In the event of any conflict between the Hire Agreement and any other term or provision, this Hire agreement shall prevail.
- 12.4 If any Terms or Conditions of the Hire Agreement or these Terms and Conditions shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such Terms and Conditions shall be deemed to be deleted and the remainder of the terms shall continue in force without such Terms and Conditions.
- 12.5 This Hire Agreement shall be governed by and construed in the accordance with the laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.
- 12.6 No delay or failure on our part to enforce our rights or remedies under the Hire Agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.
- 12.7 It is not intended that the undertakings and obligations of the parties to be set out in this Hire Agreement shall be for the benefit of the and capable of being enforced by other person by virtue of the Contracts (Rights of the Third Parties) Act 1999.