

BIG RIG HIRE UK - TERMS AND CONDITIONS OF HIRE

• Issuance of an invoice and receipt of a deposit and/or issuance to you of a confirmation of booking will indicate that you accept wholly the Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement the following definitions apply unless the context requires otherwise:

'Client' shall be deemed to be the person who has organised the Hire and is responsible for the payment of the Hire.

'Client Related Party' shall mean any guest or invitee of the Client, any co-worker, employee or employer of the Client, any customer of the Client or any person, including members of the public, that may attend an event organised by the Client that features the Vehicle.

'Hirer' shall mean Big Rig Hire UK.

'Driver' shall mean the driver of the Vehicle being either the Owner or any person so appointed by the Owner.

'Hire' shall mean the contract between the Owner and the Client for the hire of the Vehicle, incorporating these terms and conditions.

'Owner' shall mean the party that owns and supplies the Vehicle for the Hire.

'Reservation' shall be deemed to mean a Hire where a deposit has been paid to hold the date, but the full amount has yet to be paid.

'Vehicle' shall mean any form of transport including, but not limited to, car, truck, van, bike or bus supplied by the Owner to the Client.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3, the Hire shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any invoice, booking form, order, confirmation of booking, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Client's invoice, booking form, order, confirmation of booking, specification or other document shall form part of the Hire simply as a result of such document being referred to in the Hire.

2.3 These conditions apply to all Hires and any variation to these conditions and any representations about the Hire shall have no effect unless expressly agreed in writing and signed by the Hirer. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Hirer which is not set out in these conditions. Nothing in this condition shall exclude or limit the Hirer's liability for fraudulent misrepresentation.

2.4 Receipt by the Hirer of a deposit from the Client, or in other certain cases the issuance by the Hirer to the Client of a confirmation of booking, shall be deemed to be an offer by the Client for the Hire subject to these Terms and Conditions.

2.5 Any quotation is given on the basis that no Reservation shall come into existence until the Hirer despatches an invoice to the Client and receives a deposit from the Client. If the Hirer does not receive a deposit from the Client within 7 days of being issued, the Hirer reserves the right to release the date requested by the Client to another party. Any quotation is valid for a period of 30 days only from the date provided, provided that the Hirer has not previously withdrawn it.

3. RESPONSIBILITY

3.1 The responsibility for any damage caused to the Vehicle by the Client or any Client Related Party shall solely rest on the Client. It is an express condition of the Hire that the Client accepts this responsibility. All damage, howsoever caused, to the inside or outside of the Vehicle, including that caused by a third party following incitement by the Client or any Client Related Party, shall be the responsibility of the Client. The Hirer can choose whom it wishes to make the necessary repairs, and the retail cost of said repairs shall be paid for by the Client. In addition the Client shall be solely responsible for making good the loss to the Hirer of having its Vehicle out of use. This shall be calculated by the Hirer, at its sole discretion, and will constitute a payment of a fixed rate for however long the Vehicle is not in service as a result of the damage caused. That notwithstanding, the Client shall also be responsible for any further losses that are incurred as a result of lost bookings.

3.2 The Hirer accepts no responsibility for any belongings of the Client or any Client Related Party that may be left in the Vehicle subsequent to the Hire.

3.3 Neither the Owner nor the Hirer accept liability from any material or personal damages arising from the conduct of the Client or any Client Related Party.

3.4 The Client accepts responsibility on behalf of itself and on behalf of any Client Related Party for any damage or loss suffered by the Hirer in relation to any of the Hirer's property that may be supplied for the entertainment of the Client and any Client Related Party.

3.5 In the case of television and film work or any other event where a third party is required to drive the Vehicle, the Client shall be responsible for obtaining all appropriate insurances for the third party to drive the Vehicle and will be responsible for all damage caused.

4. SAFETY

4.1 A strict no smoking policy is employed in all Vehicles. Failure to adhere to this policy will result in the Hire being terminated with immediate effect; furthermore there will be no refund. The cost of repair of damage to the Vehicle caused by a breach of the no smoking policy, including the cost of a valet, shall rest with the Client.

4.2 The commission of any illegal or unlawful act or omission by the Client or any Client Related Party shall result in the immediate termination of the Hire without compensation. In the event of the Client or any Client Related Party failing to wear a seatbelt, where fitted, the Hire will be terminated without any refund, and furthermore the Client will indemnify the Hirer and the Driver against any and all fines imposed as a consequence of the breach of the legal requirement.

4.3 Under no circumstances will the Driver carry more passengers in the Vehicle than is legally permitted. In addition the Hirer may impose a restriction on the total weight of luggage that the Client and any Client Related Party may take onboard the Vehicle. If in doubt, the Client should contact the Hirer for advice on the luggage restrictions. However, the Client expressly agrees that the final decision regarding whether or not the luggage can be safely carried is with the Driver.

4.4 Irresponsible behaviour on the part of the Client or any Client Related Party inside or outside of the Vehicle during the course of the Hire will not be tolerated. At the sole discretion of the Driver the Hire may be immediately terminated without recompense. Furthermore the Client will be held responsible for any loss, howsoever caused, by his own irresponsible behaviour or that of any Client Related Party.

5. GENERAL CONDUCT

5.1 The Client is responsible for his own behaviour and conduct, and that of any Client Related Party.

5.2 Food may not be consumed in the Vehicle unless this has been agreed in writing prior to the Hire

date. In addition, due to the safety issues surrounding the opening of a champagne bottle, this may only be carried out by the Driver, the Client or any Client Related Party outside and away from the Vehicle.

5.3 The Client expressly accepts that only the Driver may open and close the Vehicle's doors (save in the case of an emergency). In the event that this condition is not adhered to, neither the Owner, the Hirer or the Driver will be held responsible for accidents caused as a consequence; rather the Client accepts full responsibility for any damage caused to the Vehicle or to the property of the Client, any Client Related Party or any third party and any personal injury to the Client, any Client Related Party or any third party.

5.4 Should the Client hire the Vehicle for the purposes of a static display, the Client shall be responsible for providing all of the necessary security arrangements to protect the Vehicle and shall ensure that the Vehicle is roped off from all members of the public.

6. PRICE

6.1 All prices are exclusive of VAT (if applicable).

7. PAYMENT

7.1 To secure a Reservation a deposit payment will be required (unless agreed otherwise with the Hirer), the amount of which will be decided on a case-by-case basis. The Hire may be cancelled up to 21 days prior to the Hire date however the deposit will be retained by the Hirer where a booking is cancelled by the Client.

7.2 In the event that the due date for payment has passed and the consideration has not been received, this will constitute a breach of these conditions and the full amount of the Hire shall become immediately due from the Client; the Hirer at its sole discretion, may also cancel the Hire while pursuing the claim against the Client. The responsibility to pay the full amount due remains with the Client, even if the Hire may not happen due to the breach of these conditions on the Client's part.

7.3 Unless otherwise agreed in writing, the full balance of the Hire must be paid at least 28 days prior to the Hire date. Failure to adhere to this may result in a cancellation of the Reservation and the loss of any deposit paid.

7.4 The Hirer may require that the Client provide a credit card, either prior to or on the Hire date as security against any damage or loss sustained by the Owner through the actions of the Client or any Client Related Party.

7.5 In the event that the Client elects to pay the full balance of the Hire at the time of Reservation in order to confirm the Hire, the Client then accepts that as the Hire has been confirmed, no refunds will be provided. However, the Hirer, at its sole discretion may consider a partial refund where the Client can

show that the events that led to the cancellation of the Hire could not have been foreseen, and that the claim for the partial refund was made at least 21 days prior to the Hire date. No refunds at all will be provided in the case of weddings where the cancellation takes place less than 21 days from the date of the Hire date.

8. LIMITATION OF LIABILITY

8.1 It is the Client's responsibility to ensure that there is adequate time to travel to and from destinations. Advice can be provided from the Hirer; however this will not amount to a contractual obligation on the part of the Hirer to meet any time estimates.

8.2 The Hirer undertakes to use its best endeavours to ensure that the Vehicle booked is the one provided for the Hire. However, the Hirer reserves the right to alter the type of Vehicle at any time provided that such alteration is notified to the Client beforehand and the Client is given the opportunity to cancel the Hire. In the event that the replacement Vehicle is of a lesser value an appropriate adjustment will be made to the Hire cost.

8.3 The Client expressly accepts that the Hire is founded on the Hirer using its best endeavours to perform the Hire and therefore, no specific guarantees are made in terms of time, the reliability of the Vehicle or indeed events that are outside the direct control of the Driver. If a Vehicle is involved in an accident or suffers mechanical failure, the Hirer shall endeavour to make alternative arrangements to get the Client and any Client Related Party to their destination.

8.4 The Client shall indemnify the Owner, the Driver and the Hirer against any and all claims as a result of a failure to arrive at the agreed destination on time, or indeed at all.

9. ADDITIONAL CHARGES

9.1 The Hirer expressly reserves the right to make any additional charges to the Client in the event that the time or location of the Hire is altered subsequent to booking.

9.2 Additional charges may also be made if, at the request of the Client and time permitting, the Driver agrees to collect additional passengers (subject to the legal maximum the Vehicle can carry) from alternative locations. There are no guarantees that this arrangement will be possible and the Client expressly agrees that the final decision on this matter shall be with the Driver.

9.3 The Client agrees that he is responsible for any parking charges that may arise on the Hire date and such sums shall be invoiced following the Hire date.

9.4 If a Vehicle is left in an unreasonable condition by the Client or any Client Related Party the responsibility to cover the cost of a valet of the Vehicle will be with the Client. The Hirer at its sole

discretion may determine what constitutes an unreasonable condition and the Client expressly agrees to this. The minimum cost of a valet is £100, which may increase depending on the Vehicle's condition.

9.5 In the event of the Driver being kept waiting on the Client or any Client Related Party for more than 15 minutes when a specific time has been agreed for a pick-up, the Hirer shall make an additional charge based on increments of 30 minutes at the appropriate rate.

10. FORCE MAJEURE

10.1 The Hirer reserves the right to defer the date of Hire or to cancel the Hire (without liability to the Client) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Hirer including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers, provided that, if the event in question continues for a continuous period in excess of 30 days, the Client shall be entitled to give notice in writing to the Hirer to terminate the Hire.

11. DATA PROTECTION

11.1 The Clients' personal details will be held and/or transferred in strict accordance with the applicable data protection laws. The Clients' personal details will not be disclosed to any other company, and will only be used to keep the Clients updated with the Hirer's services. Clients may, however, instruct the Hirer not to use their details for direct marketing purposes.

12. GENERAL

12.1 Each right or remedy of the Owner or the Hirer under the Hire is without prejudice to any other right or remedy of the Owner or the Hirer whether under the Hire or not.

12.2 If any provision of the Hire is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Hire and the remainder of such provision shall continue in full force and effect.

12.3 Failure or delay by the Owner or the Hirer in enforcing or partially enforcing any provision of the Hire shall not be construed as a waiver of any of its rights under the Hire.

12.4 Any waiver by the Owner or the Hirer of any breach of, or any default under, any provision of the

Hire by the Client shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Hire.

12.5 The parties to the Hire do not intend that any term of the Hire shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

12.6 The formation, existence, construction, performance, validity and all aspects of the Hire shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

12.7 If the Client is a business then that business shall assume all responsibilities of the Client in these conditions and will be bound to advise any Client Related Party of the same.

12.8 The Client must be over the age of 18.

12.9 The Owner or the Hirer may at its absolute discretion refuse any Hire without explanation or reason.

12.10 The Owner, the Driver or the Hirer may take photographs or make videos at Client weddings and events for use on the Hirer's website or promotional material. If the Client shall object to this, the Client must advise the Hirer at the time of Reservation.

