

Roadshow Promotions Limited
TERMS AND CONDITIONS OF SERVICE

1. DEFINITIONS

1.1 In these Terms the following words and phrases will have the following meanings unless inconsistent with the context:

"Agreement" means any agreement between Roadshow Promotions and the Customer for the purchase of the Services as set out in Clause 2.

"Roadshow Promotions" means Roadshow Promotions Limited, registered office, Richard House, Winckley Square, Preston , PR1 3HP. A company registered in England and Wales number 08317085..

"Vehicle Company" means any third party provider contracted by Roadshow Promotions to provide the Services on its behalf to the Customer.

"Customer" means the person(s), firm or company whose order for the Services is accepted by Roadshow Promotions.

"Force Majeure" means any reason preventing Roadshow Promotions from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable contemplation and control of Roadshow Promotions, including, but not limited to, traffic congestion; vehicle breakdown; emergency or act of terrorism; compliance with any law or regulatory requirement; accident; adverse weather conditions; strikes or other industrial disputes; defaulting of subcontractors.

"Order" means an order for the Services made by the Customer.

"Owner" shall mean Roadshow Promotions or any other company to whom Roadshow Promotions has an obligation in relation to the provision of the vehicle or equipment provided as part of the hire.

"Services" means the hire of vehicle and driver to the Customer by Roadshow Promotions as set out and in any booking confirmation.

"Terms" means the standard terms and conditions of sale set out in this document together with any special terms agreed in writing between the Customer and Roadshow Promotions .

"Quotation" means any quotation given by Roadshow Promotions to the Customer for the provision of the Services.

1.2 The headings in these Terms are for convenience only.

2. AGREEMENT

2.1 The Agreement will be upon these Terms and shall exclude all other terms and any previous oral or written representations, including any terms or clauses which the Customer purports to apply under any similar document whatsoever, including any purchase, acknowledgement or confirmation of order.

2.2 The Agreement is formed when an Order is accepted by Roadshow Promotions, or a booking confirmation is issued by Roadshow Promotions, whichever is the earlier. Each acceptance of a Quotation will be deemed to be an Order.

2.3 Save as set out in the Agreement, these Terms may only be varied or amended in writing and signed by an authorised signatory of Roadshow Promotions.

2.4 If the Customer is a company, group or partnership, an individual must be named as the person authorised to deal with Roadshow Promotions on the Customer's behalf. The Customer is responsible for the actions and decisions of all users of the Services.

2.5 Each Quotation is given on the basis of information provided by the Customer.

3. SERVICES

3.1 The Services will be as set out in the relevant booking confirmation.

3.2 All descriptions or illustrations contained in Roadshow Promotions publicity material (including but not limited to brochures and any website) are issued or published for the sole purpose of giving an approximate idea of the services represented by or described in them and they will not form part of the Agreement.

3.3 Roadshow Promotions may change the provision of the Services:

3.3.1 To conform with any relevant safety or other statutory or regulatory requirements; or

3.3.2 Which do not materially affect their quality or performance.

3.4 In providing the Services, Roadshow Promotions reserves the right to substitute another vehicle of at least equivalent quality.

3.5 Roadshow Promotions shall transport property of the Customer on the understanding that Roadshow Promotions will take reasonable steps to avoid loss or damage.

3.6 All articles of property recovered from the vehicle will be held at the premises at which the vehicle is based in accordance relevant statutory regulations, details of which are available on request.

.4. CANCELLATION

- 4.1 If the Customer wishes to cancel the Agreement, the following scale of charges will apply in relation to the price, and payments shall be due and payable immediately.

Cancellation Notice Charge

28 days or more - Deposit
21 – 28 days - Deposit plus 25% of balance
14 – 20 days – Deposit plus 50% of balance
8 – 13 days – Deposit plus 75% of balance
1 – 7 days 100% of all amounts due including deposit

Specific notice periods apply to promotional vehicle hire and will be advised to the customer.

5. PRICE AND PAYMENT

- 5.1 The price for the Services will be as set out in the booking confirmation and is exclusive of:
- 5.1.1 All parking charges and road tolls whether in the United Kingdom or abroad;
- 5.1.2 The costs of additional mileage or time incurred in providing services to the Customer ;
- 5.1.3 Any value added tax or other applicable sales tax or duty; and such sums will be added to the sum in question.
- 5.1.5 Driver and accommodation costs are based upon a 5 consecutive day week Any extra driver and accommodation costs will be invoiced monthly and include, where necessary, overtime payments
- 5.2 Roadshow Promotions will be entitled to vary the price for the Services:
- 5.2.1 Following any changes in the Order made at the request of the Customer and agreed by Roadshow Promotions;
- 5.2.2 To comply with the requirements referred to in Clause 3.3.1;
- 5.3 Any deposit is non-refundable, and the Customer shall pay for the Services in full and in cleared funds prior to performance of the Services. All payments will be made in pounds sterling.
- 5.4 All payments to be made by the Customer under the Agreement shall be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or deductions or withholdings of any nature, unless the Customer is required by law to make any such deduction or withholding.
- 5.5 Roadshow Promotions may use any payment made by the Customer to Roadshow Promotions to settle such of the invoices for the Services as Roadshow Promotions thinks fit, despite any purported appropriation by the Customer.
- 5.6 If any sum payable under the Agreement is not paid when due, that sum will bear interest from the due date until payment is made in full, both before and after any judgement, at 1.5% per annum over Barclays Bank plc base rate from time to time. Payment of such interest shall be without prejudice to Roadshow Promotions rights under the Agreement. Roadshow Promotions shall in addition be entitled to suspend performance of the Services until the outstanding amount has been received by Roadshow Promotions from the Customer.

6. PERFORMANCE

- 6.1 Roadshow Promotions will use reasonable endeavours to perform the Services at the times set out in the booking confirmation.
- 6.2 If, despite the endeavours set out at clause 6.1, Roadshow Promotions is unable for any reason to fulfil any performance at the specified times, Roadshow Promotions will be deemed not to be in breach of this Agreement, and Roadshow Promotions will not have any liability to the Customer for direct, indirect or consequential loss (all three of which terms include, but are not limited to, loss of profits, loss of business, depletion of goodwill, pure economic loss and like loss) howsoever caused (including as a result of negligence) by any delay or failure in performance.
- 6.3 If the Customer fails to provide any instructions, documents, licences or authorisations required to enable the Services to be performed on time (except solely on account of Roadshow Promotions default), the Services will be deemed to have been performed on the due date. Roadshow Promotions may, without prejudice to its other rights, charge the Customer the price for the Services.

7. WARRANTY

- 7.1 The items hired out to, or placed at the disposal of, the client by Roadshow Promotions are in a good state of repair and maintenance.
- 7.2 Should the client notify Roadshow Promotions, in good time, that the items hired out to him, or placed at his disposal by, Roadshow Promotions do not meet the material requirements of the agreement, the service team of Roadshow Promotions shall carry out the necessary reasonable and proper repairs as soon as reasonably possible.
- 7.3 Should the items not meet the requirements of the agreement as a result of any activities on the part of the client, in contravention of the agreement; the costs associated with the repair will be charged separately to the client.

8. EXCLUSION OF LIABILITY

- 8.1 Roadshow Promotions does not exclude its liability (if any) to the Customer:
- 8.1.1 for breach of Roadshow Promotions obligations arising under relevant legislation, including but not limited to the Supply of Goods and Services Act 1982;
 - 8.1.2 for personal injury or death resulting from Roadshow Promotions negligence;
 - 8.1.3 for fraud;
 - 8.1.4 For any matter which it would be illegal for Roadshow Promotions to exclude or to attempt to exclude its liability.
- 8.2 Except as provided in Clause 8.1, Roadshow Promotions will be under no liability to the Customer whatsoever for any damage or for any direct, indirect or consequential loss (all three of which terms include, but are not limited to, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with any breach by Roadshow Promotions of any of the express or implied terms of the Agreement.
- 8.3 Except as set out in Clause 8.1, Roadshow Promotions hereby excludes to the fullest extent permissible in law, all express (other than those set out in the Agreement) or implied, statutory, customary clauses, warranties and stipulations or otherwise which, but for such exclusion, would or might subsist in favour of the Customer.
- 8.4 The Customer agrees to indemnify, keep indemnified and hold harmless Roadshow Promotions from and against all direct, indirect or consequential loss (all three of which terms include, but are not limited to, loss of profits, loss of business, depletion of goodwill and like loss), costs, expenses, liabilities, injuries, damages, claims, demands, proceedings or legal costs and judgements which Roadshow Promotions incurs or suffers as a consequence of direct or indirect breach or negligent performance or failure in performance by the Customer of the terms of the Agreement.

9. FORCE MAJEURE

- 9.1 Roadshow Promotions will be deemed not to be in breach of the Agreement or otherwise liable to the Customer in any manner whatsoever for any failure or delay in performing its obligations under the Agreement due to Force Majeure, provided that it has and continues to comply with its obligations set out in Clause 9.2.
- 9.2 If Roadshow Promotions performance of its obligations under the Agreement is affected by Force Majeure:
- 9.2.1 It will give written notice to the Customer as soon as reasonably practicable after becoming aware of the Force Majeure specifying the nature and extent of the Force Majeure, and will at all times use all reasonable endeavours to bring the Force Majeure event to an end and, whilst the Force Majeure is continuing, mitigate its severity;
 - 9.2.2 It will refund to the Customer the balance of any monies paid to it by the Customer after deduction of all non-refundable costs and expenses incurred by Roadshow Promotions plus Roadshow Promotions reasonable expenses;

10. GENERAL

- 10.1 If any clause or part of the Agreement is found by any court or equivalent body to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Agreement and will be ineffective without, as far as is possible, modifying any other provision or part of the Agreement and this will not affect any other provisions of the Agreement which will remain in full force and effect.
- 10.2 No action taken by the parties pursuant to this Agreement will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent, or employer and employee. Neither party has, nor may it represent that it has, authority to act or make any commitments on the other party's behalf.
- 10.3 No failure or delay by Roadshow Promotions to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 10.4 The Agreement is personal to the Customer who may not transfer all or any of its rights or obligations under the Agreement without Roadshow Promotions prior written consent. Roadshow Promotions may transfer and/or sub-contract all of its rights or obligations under the Agreement without the consent of the Customer.
- 10.5 The parties to the Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 10.6 This Agreement shall be governed by and construed in accordance with English law and subject to the jurisdiction of the English courts.

11. PROMOTIONAL VEHICLE HIRE

- 11.1 WHEREAS Roadshow Promotions Limited uses its best endeavours to obtain and supply vehicles of the highest quality, our customers' attention is drawn to the fact that these vehicles are, by their very nature, well-used and well-travelled and should not be confused with a brand new product.

11.2 INSURANCE

The Roadshow Promotions shall insure the vehicle for road risks insurance only, and only when the Roadshow Promotions employed driver is driving. In situations of static use on or off the public road, public liability insurance is to be taken out by the Customer. The Customer shall fully and completely indemnify Roadshow Promotions in respect of all claims by any reason whatever for injury to persons or property caused by and in respect of all costs and charges in connection therewith whether arising under state or common law.

11.3 MAINTENANCE & ALTERATIONS

In the event of vehicle or equipment malfunction, Roadshow Promotions must be informed at the earliest possible opportunity. Roadshow Promotions will send an engineer to deal with the problem or authorise local repair. At his own discretion and expense the Customer may arrange for a local engineer to attend and to change any faulty part. Should this option be taken up by the Customer then it is essential that the old part be returned with a label affixed to it identifying it as faulty for Roadshow Promotions inspection. Any malfunction caused by misuse, neglect or malicious vandalism will be repaired at the cost of the customer, including any consequential loss suffered by the Roadshow Promotions. Should Roadshow Promotions have to incur expenses as a result of incorrect usage by the Customer then a full call out charge at the rates governing at the time will be charged including all transport charges. Under no circumstances may the Customer remove any equipment or accessories from the Vehicle. The Customer agrees to reimburse Roadshow Promotions for all and any damage or loss of any equipment supplied for the purposes of the promotional vehicle hire.

11.4 DELIVERY IN GOOD ORDER

The Roadshow Promotions will warrant that each vehicle supplied for hire is compliant with current British Ministry of Transport regulations,

11.5 INSPECTION

The Customer shall at all times allow the Roadshow Promotions or his agents to have reasonable access to the equipment to inspect, test, repair or replace same.

11.6 CONSENTS, LICENCES & PERMISSIONS

The Customer shall obtain all permissions, consents, and licences required for the vehicles under any statute, regulation or byelaw and comply with any conditions imposed in respect thereof.

11.7 AVAILABILITY OF VEHICLES

All vehicles or equipment are offered subject to availability at the time of receipt of written order; no liability can be accepted should a vehicle not be available through circumstances beyond Roadshow Promotions or the Owner's control.

11.8 RENTAL & PAYMENT TERMS

The hire charges under this agreement will be paid by the Customer punctually to Roadshow Promotions. No allowance or deduction shall be permitted from such hire charges in respect of any period where for whatever reason the vehicle shall not be used by the Customer. Payment shall be made strictly in accordance with the terms of the agreement. In the event of late payment Roadshow Promotions reserves the right to charge interest at the rate of 1.5% upon placing an order for a vehicle, a non-refundable deposit will become payable by the Hirer to the Owner

11.9 SUB-LET

The Customer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Vehicle and shall protect against distress, execution, or seizure and shall indemnify Roadshow Promotions against all damages, losses, costs, charges and expenses that may be occasioned by failure to observe and perform this condition except in the case of government requisition. The Customer shall not assign his rights hereunder nor sub-let or lend the vehicle or any part of its equipment to a third party without the prior consent of the Owner

11.10 CONSEQUENTIAL LOSS TO 3rd PARTY

No liability will attach to Roadshow Promotions or the Owner for any consequential loss or damage due to any failure in the vehicle or equipment or non-arrival or late delivery or any breach of contract by Roadshow Promotions for any cause whatever, including the negligence of Roadshow Promotions, Roadshow Promotions employees

11.11 USE OF VEHICLE PROMOTIONAL PICTURES

The Customer agrees that Roadshow Promotions, its business associates or any of its trading partners can use pictures of the vehicles supplied, with or without any branded livery or other promotional materials involved in the use of the vehicle, in order to provide Roadshow Promotions with promotional materials to other potential or actual customers.

11.12 TERMINATION

Roadshow Promotions shall be entitled to terminate the agreement forthwith and repossess the equipment in the event of the failure of the Customer to comply with any of the conditions herein contained. It is the responsibility of the Customer to make the vehicle available at the termination of hire. Where the period of hire is indeterminate or having been defined becomes indeterminate the contract shall be determined by seven days notice in writing given by either party to the other in the event of failure to give such notice then hire for the period of the seven days is chargeable. If the hire is terminated prematurely the Owner is entitled to payment in full for the minimum hire period stated