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VEHICLE HIRE TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which shall apply:

- A. To the hire of all vehicles from Roadshow Promotions Ltd registered in England under number 09837085 whose registered address is Summerdale, Head Dyke Lane, Preston, PR3 6SJ and any associated works on or in relation to such vehicle(s) ("the Company");
- B. The Customer confirms that it is renting the Vehicle for the purposes of a "Business" and not as a "Consumer", as defined in Clause 1 of these Terms and Conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business" means any business, trade, craft, or profession carried on by the Customer or any other person/organisation;

"Consumer" means a "Consumer" as defined by the Consumer Rights Act 2015, that is to say an individual who rents the Vehicle for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;

"Customer" means the customer who is renting the Vehicle subject to these Terms and Conditions (as that meaning is extended by the other provisions of this agreement);

"Force Majeure" means any cause that is beyond the reasonable control of the Party in question including, but not limited to: power failure; internet service provider failure; strikes, lock-outs or other industrial action suffered by the Party or its suppliers or contractors; civil unrest; fire; explosion; flood; storms; earthquakes; subsidence; acts of terrorism (threatened or actual); acts of war; governmental action; epidemic or other natural disaster;

“Recovery Service” means the Company’s chosen recovery service from time to time;

“Self-Drive Hire” Means an arrangement where the Customer provides a driver for the Vehicle

“Driver and Vehicle Hire” means hire of a Vehicle where the Driver is provided by the Company

“Hire” means the hire of the Vehicle by the Customer subject to these Terms and Conditions;

“Hire Agreement” means the agreement in writing comprising a Hire Agreement entered into by the Customer and the Company incorporating these Terms and Conditions which shall govern the Hire of the Vehicle;

“Hire Fees” means the VAT inclusive sum payable by the Customer for the Hire as determined under Clause 4 of these Terms and Conditions;

“Vehicle” means the vehicle which the Customer is renting for the duration of the Hire Agreement.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 “writing”, and any similar expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
 - 1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
 - 1.2.6 As the context permits or requires, “Customer” includes the individual nominated by Customer to drive the Vehicle for the Customer where the contract is one of Self Drive Hire and the Customer shall be liable for any breach by that individual of any Customer obligations under these Terms and Conditions
- 1.3 An individual signing the Hire Agreement (“signatory”) on behalf of a Customer hereby represents and warrants that the signatory has the authority of that Customer to do so, and the Company will rely on that representation and warranty. If the signatory does not have such authority, the signatory shall instead be deemed to be the Customer and personally liable as if s/he had signed the Hire Agreement as the Customer.
- 1.4 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.5 Words imparting the singular number shall include the plural and vice versa.
- 1.6 References to any gender shall include the other gender.

2. Driver

- 2.1. The Company will provide a suitably qualified driver for the Vehicle who shall be the only person entitled and insured to drive the same
- 2.2. No person other than the driver provided by the Company shall at any time take control of or drive or attempt to drive the Vehicle unless by prior written agreement or the Hire is a Self-Drive Hire in which case no person other than the nominated driver shall drive the Vehicle without the Company's prior written agreement (which it shall not be obliged to give

3. Hire Term

- 3.1. The Vehicle will be made available to the Customer at the time, date and location(s) shown in the Hire Agreement.
- 3.2. The agreed Hire term will be set out in the Hire Agreement. The Customer must facilitate the return of the Vehicle to the Company at the time and date shown in the Hire Agreement by delivering the same or making it available to the Company or its nominated representative at the end of the Hire term.
- 3.3. If the Customer is late in returning the Vehicle by more than 12 hours the Company shall charge the Customer for an additional day's hire at the normal daily rate for that Vehicle plus any additional relevant charges, surcharges or excesses. The Hire term will be extended by one day. The provisions of this sub-Clause shall continue to apply daily until the Vehicle is returned.
- 3.4. If the Customer wishes to extend the Hire term they may do so at any time prior to the end of the Hire term. The Customer must contact the Company to arrange such an extension.
- 3.5. Extensions may be made for further periods subject always to the existence of prior reservations made by other customers.
- 3.6. The Company shall use all reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the Vehicle to the Customer beyond the end of the pre-existing Hire term.
- 3.7. The Company reserves the right to recall the Vehicle immediately at any time.
- 3.8. If the Company exercises this right the Customer will be reimbursed for any and all full and half days remaining in the Hire term or will be issued immediately with a replacement Vehicle substantially similar to the replaced Vehicle at no additional cost.
- 3.9. If the Vehicle is not returned to the Company on request we may take such steps as necessary to re-deliver the vehicle to such place as it deems appropriate and the Customer shall be liable for any costs associated with such recovery and any additional expenses of any sort incurred by the company as a result of such failure.

4. Fees and Payment

- 4.1. The Hire Fees will be those agreed in advance and set out in the Hire Agreement and will include any relevant surcharges and any additional items which may be included in the Hire.
- 4.2. Payment may be made by such arrangements as are agreed between the parties from time to time
- 4.3. If full payment cannot be made on the due date for any reason other than the fault of the Company or the failure of its systems the Customer shall be charged interest at the rate of 5% above the base rate of NatWest Bank plc on the outstanding balance from the due date up to and including the actual date of payment.
- 4.4. Where VAT is chargeable for a Hire, the VAT inclusive amount of the Hire Fees will be shown in any quote or price list, and in addition the VAT exclusive amount and the VAT charged on that amount will be shown separately from each other in bills, invoices, quotes and price lists.

5. Vehicle Usage

- 5.1. The Customer may only use the Vehicle for the specific purpose for which it is intended as indicated in the Hire Agreement. The Vehicle may only be loaded to its maximum design capacity and should be loaded in such a way that does not put the Vehicle at any risk of damage.
- 5.2. The Customer shall be made aware of the maximum number of passengers at the time of collection and must not exceed that number at any time or for any reason.
- 5.3. The Customer may not modify the Vehicle in any way without the Company's prior written approval which it shall not be bound to grant.
- 5.4. The Vehicle must not, under any circumstances, be used for the transportation of inflammable, toxic, corrosive, radioactive, biohazardous or other dangerous goods or substances.
- 5.5. Use of the Vehicle on anything other than normal public roads (the definition of "normal public roads" includes private roads, driveways, car parks etc.) is not permitted.
- 5.6. Customer must not arrange for or request for the Vehicle to be left, parked or stored at any time in any area which the Customer knows (or should reasonably know after making reasonable enquiries) to be dangerous or unsafe or which might render the Vehicle liable to damage, theft or vandalism or where the contract is for Driver and Vehicle Hire place the driver at risk of physical or verbal abuse
- 5.7. If the vehicle is hired on a Self-Drive Hire basis, the Customer may not:
 - 5.7.1. Use the Vehicle for any illegal purposes (including exceeding speed limits and other breaches of the Highway Code);
 - 5.7.2. Use the Vehicle whilst under the influence of alcohol or drugs;
 - 5.7.3. Use the Vehicle for the purposes of instructing learner drivers;
 - 5.7.4. Allow any driver other than the individual who is the driver individual nominated by the Company to drive the Vehicle for the Customer;
 - 5.7.5. Use the Vehicle for the carrying of passengers for financial gain;
 - 5.7.6. Use the Vehicle other than for the purposes of a Business; or
 - 5.7.7. Sub-rent the Vehicle, without prior agreement.
 - 5.7.8. Unless otherwise agreed at the time of Hire, the Customer may only use or require the Vehicle to be used anywhere other than within the United Kingdom and Ireland.
 - 5.7.9. The Customer must always lock the Vehicle and activate any installed security systems when leaving it unattended, irrespective of the length of time for which it will be so left.

6. Vehicle Care and Maintenance

- 6.1. The Vehicle will be supplied in with the terms agreed between the parties as to sign writing, get up and fitting out and the acceptance of the Vehicle by the Customer shall be deemed as agreement to the satisfactory nature of the fitting out.
- 6.2. The vehicle will be supplied in a clean and road-worthy condition having been fully valeted and subjected to a full mechanical inspection which includes topping up all necessary fluids and oil and checks on all tyres.
- 6.3. The Customer shall ensure that the Vehicle is returned to the Company in a similarly road-worthy condition and with the inside fixtures fittings and fitting out in good order and undamaged.
- 6.4. Whilst the Customer is not required to clean the Vehicle under normal circumstances, any spillages or stains inside the Vehicle or damage to the Vehicle, fitting out or fixtures and fittings which occur during the term of the Hire will incur an additional charge.
- 6.5. The Customer must check from time to time the fluid levels and replenish as necessary with the designated items.

- 6.6. The Hire is inclusive of breakdown cover which shall be provided by the Company's Recovery Service.. Under no circumstances should the Customer use any other recovery service.
- 6.7. If any mechanical failure occurs during the term of the Hire the Customer must contact the Company whereupon the Company shall dispatch its Recovery Service to take the necessary action.
- 6.8. The Company will bear the expense of any remedial work required provided the damage or failure is not found to be the fault of the Customer and provided such remedial work is carried out by an authorised repairer.
- 6.9. The Customer should not attempt to make any repairs to the Vehicle. This includes, but is not limited to, mechanical repairs and bodywork repairs.
- 6.10. In the event of failure under sub-Clause 6.7 the Company shall use its best endeavours to repair the Vehicle as swiftly as possible..
- 6.11. The Company shall ensure that the Vehicle is fully insured pursuant to Clause 7. If any damage occurs to the Vehicle for which an insurance claim cannot be made such as that caused by other unidentified persons or vehicles or by hitting low-level objects such as bridges or low-hanging trees, the Customer shall be deemed fully responsible.

7. Insurance

- 7.1. Standard insurance cover is provided as part of the Hire. This cover constitutes fully comprehensive road and £10 million public liability insurance.
- 7.2. It does NOT INCLUDE cover for anything fitted or stored in the Vehicle and the Customer should effect their own appropriate insurance for such items which are the Customer's responsibility.
- 7.3. THERE IS NO COVER for damage to or loss of (howsoever caused) the customization or signwriting of the Vehicle carried out at the Customer's request and the Customer should effect their own insurance for these items as well as the Customer's property which may be in the Vehicle at any time.

8. Accidents and Theft – under Self-Drive Hire Contracts

- 8.1. In the event of an accident the Customer must not admit any fault or responsibility. The Customer should take the following steps:
 - 8.1.1. Make a detailed note of the names, addresses, telephone numbers and car registration numbers of any other parties involved in the accident – indicating also whether those parties are the owners of their respective vehicles;
 - 8.1.2. Make a detailed note of the names, addresses and telephone numbers of any witnesses;
 - 8.1.3. Contact the police in the event of any suspected injuries or any disputes over responsibility;
 - 8.1.4. Contact the hire office of the Company from which the Vehicle was collected and inform them of the accident, following any further instructions the Company may issue;
 - 8.1.5. Secure the Vehicle in a safe location, with police assistance if necessary.
 - 8.1.6. If the Vehicle is stolen the Customer must first inform the police of the incident, providing all details requested. The customer must then inform the Company by contacting the hire office from which the Vehicle was collected, providing all details of the incident including information provided by the police including, where relevant, the crime reference number.
 - 8.1.7. The Company does not provide insurance cover for anything inside or attached to the Vehicle (including signwriting or customization items done at the request of the Customer) or anything which is not the property of the Company.

9. Fines, Penalties, Tolls and other Charges under Self-Drive Hire Contracts

- 9.1. If a penalty charge notice, fine or similar penalty is issued which concerns the Vehicle during the Hire Period the Company will immediately inform the Customer and shall require them to pay the fine either to the Company or to the issuing authority as the case may be.
- 9.2. If the Customer receives any parking fines while the Vehicle is in their possession full payment of such fines must be made by the Customer directly to the relevant authority.
- 9.3. If the Customer takes the Vehicle on any toll road or other chargeable route, including but not limited to the London Congestion Charging Zone, the Customer shall be solely responsible for paying the requisite charges.

10. Data Protection

- 10.1. All personal information that the Company may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Customer's rights under the GDPR.
- 10.2. For complete details of the Company's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Customer's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Company's Privacy Notice available from the Company's website

11. Termination

- 11.1. Where the Customer is an individual, the Company shall be entitled to terminate the Hire Agreement if:
 - 11.1.1. the Customer is in breach of these Terms and Conditions;
 - 11.1.2. the Customer has had their personal belongings confiscated in order to satisfy debts; or
 - 11.1.3. the Customer has a receiving order made against them.
- 11.2. Where the Customer is a company, the Company shall be entitled to terminate the Hire Agreement if:
 - 11.2.1. the Customer is in breach of these Terms and Conditions;
 - 11.2.2. the Customer goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 11.3. In the event of termination for any of the above reasons:
 - 11.3.1. all payments required under the Hire Agreement shall become due and immediately payable; and
 - 11.3.2. the Company shall have the immediate right to request the immediate return of the Vehicle or repossess the Vehicle and may charge the Customer for any reasonable costs involved in such repossession.

12. The Company's Liability

- 12.1. The Company will not be liable to the Customer for any failure or delay in performing the Company's obligations where such failure or delay results from Force Majeure;
- 12.2. The Company shall not be liable in contract or tort (including negligence) by reason of any breach by it of any term of these Terms and Conditions or other express term of the Hire Agreement, or breach by the Company of any implied warranty, condition or other term, or any negligent or innocent misrepresentation, or any negligence or other duty at common law, for any:
 - 12.2.1. loss of use or unavailability of any Vehicle;

- 12.2.2. interruption to business;
 - 12.2.3. loss of income, revenue, business;
 - 12.2.4. loss of business opportunity;
 - 12.2.5. loss of profit or contracts;
 - 12.2.6. loss of anticipated savings; or
 - 12.2.7. any indirect, special or consequential loss, damage, costs, expenses or other claims;
 - 12.2.8. arising from any act or omission by the Company or any of its agents or employees or sub-contractors or any other person or entity in connection with the performance of the Company's obligations arising under these Terms and Conditions and the Hire Agreement.
- 12.3. Nothing in these Terms and Conditions is intended to or will exclude or limit the Company's liability for death or personal injury caused by its negligence (including that of its employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
- 12.4. Without prejudice to any of the above provisions of this Clause, the Company's total liability under these Terms and Conditions shall be limited to the lesser of 2.5% of the value of the Hire Fees payable by the Customer or £5,000 as the case may be.

13. Communication and Contact Details

- 13.1. The Customer may contact the Company at the Company's branch, by telephone, email, or by pre-paid post at the numbers/addresses on the rental agreement details form which is part of these terms and conditions.

14. Entire Agreement

- 14.1. The documents comprising the Hire Agreement, these Terms and Conditions and any other documents expressly incorporated into the Hire Agreement, contain the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 14.2. Each Party acknowledges that, in entering into the Hire Agreement, neither Party gives any warranty or relies on any representation, warranty or other provision except as expressly provided in the documents comprising the Hire Agreement.

15. Other Important Terms

- 15.1. The Company may transfer (assign) its obligations and rights under these Terms and Conditions (and under the Hire Agreement, as applicable) to a third party (this may happen, for example, if the Company sells its business). If this occurs the Customer will be informed by the Company.
- 15.2. The Customer's rights under these Terms and Conditions will not be affected and the Company's obligations under these Terms will be transferred to the third party who will remain bound by them.
- 15.3. The Customer may not transfer (assign) their obligations and rights under these Terms and Conditions (and under the Hire Agreement, as applicable) without the Company's express written permission.
- 15.4. The Hire Agreement is between the Customer and the Company. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 15.5. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

15.6. No failure or delay by the Company in exercising any of its rights under these Terms and Conditions means that it has waived that right, and no waiver by the Company of a breach of any provision of these Terms and Conditions means that it will waive any subsequent breach of the same or any other provision.

16. Governing Law Jurisdiction and dispute resolution

16.1. These Terms and Conditions, the Hire Agreement, and the relationship between the Customer and the Company (whether contractual or otherwise) shall be governed by and construed in accordance with English law.

16.2. Any dispute, controversy, proceedings or claim between the Customer and the Company relating to these Terms and Conditions, the Hire Agreement, or the relationship between the Customer and the Company (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the English Courts.

16.3. BEFORE referring any dispute to arbitration under this agreement either party may (without obligation) suggest to the other that they voluntarily seek mediation to resolve their differences. If the suggestion is accepted, the parties will:

16.3.1. apply to the then President of the Law Society to nominate a person of suitable knowledge and experience as mediator

16.3.2. each pay half the cost of nominating the mediator and of his fees and expenses

16.3.3. ANY dispute between the parties which they are unable to resolve by mediation is to be referred to arbitration

16.3.4. A DISPUTE referred to arbitration under this agreement is to be decided

16.3.4.1. under Part 1 of the Arbitration Act 1996

16.3.4.2. by a single arbitrator appointed by the parties to the dispute or, in default of agreement, at the request of a party by the then President of the Law Society