

## Terms and Conditions

Definitions:

**In this agreement the following definitions apply unless the context requires otherwise**

'The Company' shall mean hireherbie.co.uk

'Employee' shall have the meaning of any employee of the company, including any driver or chauffeur employed by the company or agency contracted by the Company

'Hirer' shall be deemed to be the person who has signed the hire agreement and or the person responsible for the payment of the hire

'Hire' shall mean the period for which the vehicle has been hired or has been reserved for

'Booking' shall mean a period for which the hirer has committed to the hire and the full amount of the hire has been paid

'Reservation' shall be deemed to mean a hire where a deposit has been paid to hold the date, but the full amount has not been paid.

'Vehicle' shall mean any car supplied by the company to the hirer

'Party' shall have the meaning person or persons accompanying the hirer as his or her guest or invitees

'Chauffeur' shall mean the driver of the vehicle

### **1. Responsibility**

The hirer shall be responsible for the proper behaviour of all of the passengers and shall be primarily responsible for any damage caused to the vehicle caused by them. It is an express condition of the hire that the hirer accepts this responsibility.

The hirer shall be fully responsible and liable for any damage caused both inside and outside the vehicle by the hirer or a member of his or her party, howsoever caused. This includes incitement or behaviour resulting in damage to the vehicle or its contents by a third party. The hirer expressly agrees to be held liable for the retail cost of any repair as a consequence of any damage caused by their party. The hirer further agrees that the company may at its entire discretion determine the company who will effect the repairs. Furthermore, the hirer shall be responsible for payment of a fixed rate, which shall be determined by the company, at its sole discretion for the period during which the vehicle cannot be used as a consequence of said damage and repairs. That notwithstanding, the hirer shall also be responsible for any further losses which are incurred as a result of lost bookings.

The hirer holds the company harmless of any liability for any personal or material damages arising from the conduct of his or her party.

The company shall not be held liable or responsible for any articles left in the vehicle and the hirer specifically indemnifies the company from any such responsibility and undertakes to advise all other persons in his or her party.

## **2. General Conduct**

The hirer is responsible for the general conduct and behaviour of his or her party.

The consumption of food and drink is not permitted in any of the vehicles unless specific agreement has been made to the contrary at the time of the booking and agreed in writing.

Where complimentary drinks are supplied by the company, these must be consumed in the vehicle and may not be removed for any reason whatsoever. In the event that drinks are removed, then the company may at its sole discretion, recover the replacement cost from the hirer. The company will not allow red wine to be consumed in the vehicle at any time owing to the potential damage to the interior as a consequence of spillage.

The opening of champagne bottles can be hazardous to the occupants of the vehicle and may give rise to damage to the vehicle; therefore, champagne bottles may only be opened by the chauffeur or by the hirer or his or her party outside and away from the vehicle.

## **3. Safety**

The hirer accepts that the company adopts a strict no smoking policy in all of its vehicles and that any failure to adhere to this policy will result in the immediate termination of this agreement without any refund. In addition to which, the hirer shall be held responsible for the cost of a valet and any damage caused as a consequence of the hirer or his or her party failing to adhere to this agreement.

It is a legal requirement that all passengers wear a seat belt where fitted. Failure to do so, will result in the immediate termination of the hire, without any form of compensation. The hirer specifically indemnifies the company and the chauffeur against any fines imposed as a consequence of the passengers failing to comply with this legal requirement.

The company does not permit that taking of any illegal drugs or partaking of any illegal activities whilst in the vehicle, failure to abide by this condition will result in the immediate termination of the hire without compensation.

The hirer expressly accepts that except in cases of an emergency, only the chauffeur may open and close doors, this is a safety precaution to minimise the risk of accidents and damage to the vehicle. The company will not be held responsible for accidents caused as a consequence of the hirer or his or her party failing to adhere to this condition and the hirer accepts for responsibility for any damage to the vehicle and or any third party as a result of the hirer or hirer's party failing to adhere to this condition.

The company will not, under any circumstances, carry more passengers than the legal restriction. The hirer further accepts that failure to adhere to this road traffic regulation would likely result in the vehicle and its passengers being uninsured. In addition, the chauffeur and the company could be fined as a consequence. Therefore there will be no compromises on the safety issue.

Irresponsible behaviour which could give rise to damage to the vehicle or endanger the safety of the other passengers will not be tolerated in any form. This includes, but is not restricted to; sitting on the exterior of the vehicle, hanging out of the windows, shouting abuse to other road users or pedestrians out of the window, rudeness or intolerance with the chauffeur, misuse of the equipment, fixtures or consumable within the vehicle and wilful damage to the interior generally. Such behaviour may, at the sole discretion of the chauffeur, the company or its employees result in the immediate termination of the hire without compensation. In addition, the hirer shall be held liable and responsible for any loss, howsoever caused, by the irresponsible behaviour of his or her party.

#### **4. Limitation of liability**

The hirer accepts and indemnifies the company and its employees against any loss, consequential or otherwise as a result, direct or otherwise of a failure to meet time deadlines. It is the responsibility of the hirer to ensure that there is adequate time to travel to and from destinations, the company or its employees will provide advice, but this does not form any part of a contract between the hirer, the hirer's party or the company and its employees.

Furthermore, the hirer indemnifies the company against any and all claims as a result, direct or otherwise, consequential or otherwise, of a failure to arrive at the destination at the appropriate time or at all.

In the event that a vehicle is subject to an accident or mechanical failure, or is no longer safe to drive, then the company shall endeavour to make alternative arrangements to get the hirer and his or her to their destination. The company may at its entire discretion determine the method of onward travel, subject to the hirer, or his or her party being able to make alternative arrangements at their cost, for which no claim can be made against the company. The hirer specifically accepts that the hire is based on a best endeavours basis and therefore, no specific guarantees can be made in terms of time, reliability of the vehicle and events out of the direct control of the chauffeur or the company.

The company reserves the right to change the specification of the vehicle at any time, provided that where the replacement vehicle is of a lesser value or specification, an appropriate adjustment is made in favour of the hirer. The company undertakes to use its best endeavours to ensure that the vehicle booked is the one provided for the hire.

#### **5. Payments and Deposits**

To make a reservation the hirer shall be required to pay a deposit when making a reservation. This amount will vary depending on each individual case. Reservations are accepted on a best endeavours basis and the company may at its entire discretion, cancel the agreement up to 21 days prior to the date reserved. Conversely, the hirer may cancel up to 21 days prior to the booking and receive a full refund. However, in the case of weddings, the period during which the hirer can cancel and receive a refund is extended to 45 days.

The hirer may elect to pay the full amount of the hire at the time of making the reservation in order to confirm the booking. However, the hirer accepts that once a booking is made to confirm the hire, no refunds will be provided for any reasons whatsoever. That notwithstanding, the company will consider at its sole discretion, claims for a partial refund where it can be demonstrated that the circumstances could not be seen by the hirer and provided, in any event, that the cancellation or claim for a partial refund is at least 28 days prior to the date of the confirmed hire. In the case of weddings, no refunds will be provided where the cancellation takes place less than 45 days from the date of the booking.

Payments of the full amount of the balance of the hire becomes payable 14 days prior to the date of the hire, unless otherwise agreed in writing, failure to pay in this time may result in the cancellation of the agreement and the loss of any deposit paid.

Where payment is past its due date, but has not been received, this shall be deemed a breach of this agreement and the full amount of the hire shall become immediately due from the hirer; the company may also at its sole discretion cancel the hire agreement, whilst pursuing the claim against the hirer. The fact that the hire may not take place as a result of this breach does not derogate the responsibility of the hirer to pay the full amount due.

## **6. Additional charges**

Time permitting; the chauffeur may be willing to collect additional passengers, subject to the maximum that the vehicle can carry, at alternative locations. However, any additional mileage or time shall be charged to the hirer. Whilst the chauffeur will attempt to accommodate any last minute changes, the final decision will remain with the chauffeur and the hirer expressly accepts this arrangement.

In the event that the time or location of the hire is changed prior to the booking or at the time of the booking, the company expressly reserves the right to make any additional charges and to set such charges against the hirer's deposit.

In the event that the vehicle has been left in an unreasonable condition by the hirer or his or her party, then the company reserves the right to charge for the cost of a valet. Such circumstances that could give rise to this charge include, but are not limited to; spillage of food or drinks and illness. The minimum cost of a valet is £100 including VAT, but this amount could increase dependant on the consequential damage. The responsibility for reimbursement of such cost is that of the hirer.

Unless advised otherwise, the hirer shall be responsible for any parking charges, which shall be charged at cost on the night or will be set against any deposit held by the company.

Where the chauffeur has to collect the hirer or his or her passengers at a specific time and is kept waiting for more than 15 minutes, then the company shall make an additional charge based on increments of 30 minutes at the appropriate rate. In the case of airport collections, the company assumes a waiting time of 30 minutes before any charges are imposed for waiting time and parking.

## **7. Other conditions**

Any hirer must be over the age of 18.

In the event that the hirer is a business then that company shall assume the responsibility of the hirer and will be bound to advise the party or passengers of the terms and conditions of this hire.

If any term or condition is found to be invalid for any reason whatsoever this shall not deem this agreement to be invalid and all other terms shall remain in force.

The company may at its entire discretion refuse any hire without explanation or reason.