

Company Stamp or details

MERLIN TRAVEL
31 Rutherford Road
Glenrothes
KY6 2RT

0	3	7	7	8	6	-	0	0	0
---	---	---	---	---	---	---	---	---	---

RHA membership number

(hereinafter referred to as "the Operator") agrees to hire its vehicles to the Hirer on the conditions set out below (the **Conditions**). No servant or agent of the Operator is permitted to alter or vary these Conditions in any way unless expressly authorised to do so in writing by a Director of, Principal of, or Partner in the Operator, or by another person separately authorised by such a person in writing. If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions. These Conditions apply to the Contract to the exclusion of any other terms that the Hirer seeks to impose, have agreed or incorporate, and to the exclusion of any terms which might be implied by trade, custom, practice or course of dealing. It is expressly stated to be the Hirer's responsibility to read and understand these Conditions which will form the basis of the Contract under which any claims or disputes are settled.

THE HIRER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CONDITION 8 (LIABILITY OF THE OPERATOR).

1. DEFINITIONS

In these Conditions;

"Contract" means the contract of carriage between the Hirer and the Operator.

"Force Majeure Event" shall mean any act(s), event(s), circumstance(s) or cause(s) the occurrence of which is beyond the reasonable control of the Operator, including but not limited to:

- (i) act of God, riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause, war, act of terrorism, seizure or forfeiture under legal process, restraint of government;
- (ii) error, act, omission, mis-statement or misrepresentation by the Hirer or by any servant or agent of the Hirer;
- (iii) fire, flood, storm, earthquake, pandemic, or epidemic;
- (iv) adverse weather or road conditions;
- (v) road congestion, road accidents, vehicle breakdown;
- (vi) cancellation or postponement of an Event.

"Hirer" means the person or company who contracts for the Services of the Operator.

"Order" means the Hirer's order for Services as set out in the Hirer's written acceptance of the Operator's quotation.

"Passengers" means the person or persons being carried on the Operator's vehicle.

"Services" means the hire of a vehicle and driver to the Hirer by the Operator as more specifically set out in the Order.

"Tickets" means tickets or bookings made by the Operator for any event, show, concert, sporting event, theatre, theme park, meals, accommodation or otherwise.

"In writing" includes, unless otherwise agreed, the transmission of information by electronic, optical or similar means of communication, including, but not limited to, facsimile, electronic mail or electronic data interchange (EDI), provided that the information is readily accessible and durable so as to be usable for subsequent reference.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Hirer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Operator issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any quotation given by the Operator shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue.
- 2.4 Any quotation given by the Operator is given on the basis of the information provided by the Hirer and the route used will be solely at the Operator's discretion unless a specific route is requested by the Hirer in advance of the Services being provided, in which case the route will be identified on the Order along with any increase in the Operator's charges which may apply in relation to the specified route.

- 2.5 The Hirer must advise the Operator where the purpose of the Order is for travel to or from events or venues including but not limited to football matches, music festivals, protests or strikes, as there may be specific requirements that affect the Order. Failure to notify the Operator will be considered a material breach of the Contract and the Operator will be entitled to terminate the Contract without compensating or refunding the Hirer.

3. OBLIGATIONS OF THE HIRER

- 3.1 The Hirer acts on behalf of all Passengers.
- 3.2 The Hirer shall:
 - 3.2.1 ensure that the terms of the Order are complete and accurate;
 - 3.2.2 co-operate with the Operator in all matters relating to the Service;
 - 3.2.3 appoint an individual as a representative whose identity shall be notified to the Operator prior to the hire taking place and must travel with the party on the vehicle (the **Representative**). The Representative shall be responsible for the actions of all Passengers; and
 - 3.2.4 ensure that all Passengers adhere to and are accounted for at the agreed departure times. Failure to do so could lead to Passengers being left behind.
- 3.3 If the Operator's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Hirer or failure by the Hirer to perform any relevant obligation (**Hirer Default**):
 - 3.3.1 without limiting or affecting any other right or remedy available to it, the Operator shall have the right to suspend performance of the Services until the Hirer remedies the Hirer Default, and to rely on the Hirer Default to relieve it from the performance of any of its obligations in each case to the extent the Hirer Default prevents or delays the Operator's performance of any of its obligations;
 - 3.3.2 the Operator shall not be liable for any costs or losses sustained or incurred by the Hirer arising directly or indirectly from the Operator's failure or delay to perform any of its obligations as set out in this Condition 3.3; and
 - 3.3.3 the Hirer shall reimburse the Operator on written demand for any costs or losses sustained or incurred by the Operator arising directly or indirectly from the Hirer Default.

4. HIRE OF THE VEHICLE

- 4.1 The Operator reserves the right to provide a larger vehicle than specified in the Order at no additional charge to the Hirer.
- 4.2 The Operator reserves the right to provide an alternative vehicle subject to such alternative vehicle being no less than equivalent to the vehicle specified in the Order.
- 4.3 The Operator shall be entitled to sub-contract the provision of the Services to another operator.
- 4.4 Unless specified in the Order, the vehicle shall not be available for the Hirer's use between the outward and return journeys and it is not guaranteed that the vehicle will remain at the destination during this time.

5. SEATING CAPACITY

- 5.1 The seating capacity of the vehicle shall be confirmed in the Order and the Hirer shall ensure that the number of Passengers does not exceed the seating capacity.
- 5.2 The driver shall be entitled to refuse to operate any vehicle in excess of the stated seating capacity.

6. CONDUCT OF PASSENGERS

- 6.1 The Hirer is responsible for the conduct of all Passengers on the vehicle and for any damage caused to the vehicle by any Passengers.
- 6.2 The driver at their discretion may remove or refuse to carry any Passenger whose behaviour they consider may prejudice the safety of the driver, passengers, the vehicle, other road users or pedestrians.
- 6.3 Passengers must wear the seatbelts provided on vehicles at all times whilst the vehicle is in motion.
- 6.4 No food or drink may be consumed on the vehicle without the prior written consent of the Operator.
- 6.5 Smoking or vaping is not permitted on board the vehicle.
- 6.6 Animals are not permitted on board the vehicle, save for assistance dogs which must be notified to the Operator prior to the date of travel.

7. PASSENGER PROPERTY

- 7.1 All vehicles are subject to restrictions in respect of the amount and size of luggage or other personal items that each vehicle is safely equipped to carry and such restrictions are dependant on the type of the vehicle.
- 7.2 It shall be solely at the driver's discretion as to whether an item of luggage or other property belonging to a Passenger can safely be carried on a vehicle.
- 7.3 Mobility scooters must not be more than 600mm wide and 1000mm in length and the combined weight of the user and their scooter must not exceed the safe working load of the ramp used to board the vehicle. It will be at the Operator's discretion as to whether larger mobility scooters will be accepted on the vehicle. Where the vehicle is not fitted with a ramp, mobility scooters must be able to be stowed in the vehicle's luggage hold.
- 7.4 Wheelchairs must be of a size which can safely fit within a vehicle's dedicated wheelchair space or safely stowed in the luggage hold.
- 7.5 The Hirer must notify the Operator at least 48 hours in advance of any Passengers who will be using a mobility scooter or wheelchair.

8. LIABILITY OF THE OPERATOR

- 8.1. The Operator shall not be liable for any losses suffered by the Hirer as a result of any delays arising from any breakdown, traffic congestion, road closures or other event beyond the reasonable control of the Operator.
- 8.2. Subject to Condition 8.3, the liability of the Operator in respect of claims for loss of or damage to property, howsoever arising, shall in all circumstances be limited to the lesser of:
 - 8.2.1. the value of the property actually lost or damaged; or
 - 8.2.2. the value of replacing the property actually lost or damaged and/or reconditioning or repairing any damage to the property; or
 - 8.2.3. £500.00 per bag, case or package;with an overall limit of £1000 per passenger. It is the responsibility of the Hirer to ensure that any items over this value are insured separately for loss and damage.
- 8.3. Where either the UK Passenger Rights Regulations or the EU Passenger Rights Regulations apply and the loss of or damage to any wheelchair, other mobility equipment or assistive device is caused by the Operator, the Operator shall be liable for the cost of replacement or repair of the equipment or devices lost or damaged.
- 8.4. Nothing in these Conditions limits any liability which cannot legally be limited, including but not limited to liability for:
 - 8.4.1. death or personal injury caused by negligence;
 - 8.4.2. fraud or fraudulent misrepresentation; and
 - 8.4.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.5. The Operator shall not be liable for any loss of revenue, loss of profit, loss of business or opportunity or business interruption, or any indirect or consequential loss.
- 8.6. The liability of the Operator in respect of claims for any other type of loss, liability or damage whatsoever and howsoever arising in connection with the performance of the Contract shall not exceed the amount of the Operator's charges in respect of the Services to which the claim relates or the amount of the claimant's proved loss, whichever is the less.

9. CANCELLATION

- 9.1. Cancellation of an Order by the Hirer will result in the following charges being payable, which are calculated as a percentage of the total hire charge:

Notice given	Cancellation Charge
7 or more days prior to hire	No charge
24 hours-6 days prior to hire	50% charge
Within 24 hours of hire	100% charge

- 9.2. If it is specified in the Order that the Operator is also responsible for booking Tickets and Tickets are cancelled or postponed other than by the Operator, then where the Operator is unable to obtain a refund for part or all of the cost of such Tickets, the Operator shall be entitled to charge the Hirer an amount equal to any costs which were not refunded to the Operator. Cancellation charges relating to the vehicle hire for any such cancelled or postponed Tickets shall be payable to the Operator in accordance with Condition 9.1.
- 9.3. In the event that the Operator is unable to provide the Services as a result of or in connection with a Force Majeure Event, then the Operator shall notify the Hirer as soon as reasonably practicable and the parties shall agree whether to:
 - 9.3.1. postpone the provision of the Services to a later time or date when the Force Majeure Event is no longer affecting the provision of the Services; or
 - 9.3.2. cancel the Order subject to Condition 9.1 and Condition 9.2.

10. CHARGES

- 10.1. The Hirer shall pay the charges as set out in the Order.
- 10.2. Any deposit requested by the Operator must be paid in full on or before the date stated in the Order.
- 10.3. Payment must be made in full before the commencement of the Services unless otherwise agreed in writing by the Operator prior to the date of hire.
- 10.4. Additional charges may be incurred where the Hirer requests any amendments to the Services set out in the Order.

11. CONFIDENTIALITY

- 11.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by these Conditions.
- 11.2. Each party may disclose the other party's confidential information:
 - 11.2.1. to its employees, officers, representatives, sub-contractors or advisers who need to know such information for the purposes of carrying out the party's legal obligations; and
 - 11.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12. LAW AND JURISDICTION

Unless otherwise agreed in writing, the Contract and any dispute arising under it or in connection with it shall be governed by English law and each party irrevocably agrees that such dispute shall be subject to the exclusive jurisdiction of the English courts.

THESE CONDITIONS MAY ONLY BE USED BY MEMBERS OF THE ROAD HAULAGE ASSOCIATION