

# McTrigg Campers Ltd Terms & Conditions

## Wedding Hire

Please read these Terms and Conditions carefully prior to booking.

This Agreement sets forth the legally binding terms and conditions governing hire contracts entered into with McTrigg Campers Ltd ('McTrigg Campers'), a company registered in England and Wales (company number 10940198).

The Agreement is made between McTrigg Campers Ltd of: Farnborough, Hampshire and the person/persons signing the rental form or agreeing to it online (the 'Hirer').

This written contract sets out the full intentions of the parties and supersedes any previous written or oral agreements made between the parties.

### **1. Wedding Hire**

1.1 It is your responsibility to ensure the accuracy of your booking form - McTrigg Campers will not be held responsible for missed collections or connections owing to inaccurate / incomplete information (e.g. the wrong postcode)

1.2 We sometimes like to take photographs on the wedding day of the vehicle, wedding party and guests. We may use these on our website and for marketing purposes. If you prefer us not to - that is fine but please advise us when you confirm your booking.

1.3 Although McTrigg Campers endeavour to provide the vehicle requested and booked for your wedding, the hirer understands that unforeseen circumstances can occur. McTrigg Campers will contact you as soon as we become aware of the situation and offer an alternative. McTrigg Campers will aim to be at the pick up address 30 minutes prior to requested time, the hirer accepts that incidents can occur en-route that may hinder this – if this is to occur the telephone number given for contact on the day will be notified of the delay.

1.4 The Hirer understands and accepts that we are unable to carry more than 6 passengers in the VW Campervan.

1.5 If the bride or bridal party is delayed in leaving from the pick up point, McTrigg Campers will not speed to get there on time.

1.6 Payment - A non-returnable booking fee of 20% of the agreed rental charge is required to secure a reservation for the campervan, the balance of the agreed rental charge is due 30 days before The Hirer's event. If the Hirer uses the equipment for a period in excess of the agreed service period additional rental charges will be payable by The Hirer to McTrigg Campers, at a rate of £30/hour. Payment of all additional rental charges must be made by The Hirer before any additional service period commences.

1.7 Loss or damage to McTrigg Campers equipment - The Hirer assumes complete responsibility for any loss of or damage to McTrigg Campers' equipment (other than fair wear and tear) caused by any misuse of the equipment by The Hirer, their employees or their guests.

1.8 Indemnification - The Hirer will indemnify McTrigg Campers against any and all liability related to The Hirer's Event and use of McTrigg Campers' equipment .

1.9 Miscellaneous terms - In the unlikely event that it is not possible, other than for reasons beyond McTrigg Campers' control, to provide an operational campervan for at least 80% of the agreed service period, McTrigg Campers shall make a refund to The Hirer calculated pro rata from the total charge made for the agreed service period. If no service is received, McTrigg Campers maximum liability will be the return of all payments received from The Hirer. McTrigg Campers is not responsible for any consequential damages or lost opportunities upon breach of this agreement.

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## **2. Date Changes & Cancellations**

2.1 Any request to alter the agreed date of the rental of the campervan must be made in writing and at least thirty days prior to The Hirer's event.

2.2 Any change of date is subject to the availability of the campervan on the alternative date and receipt of a new booking contract.

2.3 If The Hirer cancels an agreed rental of the campervan up to thirty days before the rental date the booking fee paid will be forfeit.

2.4 If The Hirer cancels an agreed rental of the campervan within thirty days before the rental date the full amount will be forfeit.

## **3. General Liability**

3.1 McTrigg Campers does not hire the Vehicle subject to any condition or express, implied or statutory warranty in connection with the fitness for purpose or age of the Vehicle and any conditions and warranties are hereby expressly excluded insofar as permitted by statute and McTrigg Campers will not be responsible for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the Vehicle or its use.

3.2 The Hirer will be solely responsible for and shall hold McTrigg Campers fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by McTrigg Campers as a result of any breach or default on the part of the Hirer in the discharge of its obligations under these terms and conditions.

3.3 No pets are permitted within the vehicle.

3.4 Regulations govern the use of child car seats in the United Kingdom requiring every child travelling in the Vehicle to be seated using specified restraints in all circumstances where the child is under 135cm or 12 years of age. It is the Hirer's responsibility to ensure that necessary child seats are used in the Vehicle if carrying children. We do have some child seats available, please discuss prior to hiring.

## **4. Ownership**

The Vehicle shall at all times remain the property of McTrigg Campers and the Hirer shall have no rights to the Vehicle other than as hirer and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of the McTrigg Campers in respect of the Vehicle are or may be prejudicially affected.

## **5. Force majeure**

Although McTrigg Campers will use all reasonable endeavours to discharge its obligations under the Contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

## **6. Forbearance**

No forbearance, indulgence or relaxation on the part of McTrigg Campers shown or granted to the Hirer in respect of any of the provisions of the Contract shall in any way affect, diminish, restrict or prejudice the rights or powers of McTrigg Campers under the Contract or operate as or be deemed to be a waiver or any breach by the Hirer of the terms and conditions of the Contract.

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**7. Concurrent remedies**

No right or remedy herein conferred upon or reserved to McTrigg Camper is exclusive of any other right or remedy herein or by law provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing and may be enforced concurrently therewith or from time to time.

**8. Notices**

Any notice hereunder shall be in writing and may be served by sending it by pre-paid first class letter post or delivery to the address of McTrigg Campers or Hirer, as the case may be, set out in the Booking Form or as intimated by McTrigg Campers or Hirer, as the case may be, to the other party from time to time. In proving service of any notice it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted. Service shall be deemed to be effective at noon of the second business day following the day of posting and any notice delivered to an address by hand shall be deemed to be effective from the date of such delivery.

**9. Privacy**

McTrigg Campers will collect Personal Information such as name, email address, home address, telephone number, credit card number, security code and the card's expiry date from the Hirer during the process of booking and vehicle collection. McTrigg Campers will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information. McTrigg Campers will not store any of the Hirer's financial information.

By booking online and accepting these Terms and Conditions you consent to McTrigg Campers Ltd applying charges to your credit or debit card account.

**10. Governing law**

The interpretation of these terms and conditions and all rental agreements entered incorporating these terms and conditions shall be governed by and construed in accordance with the law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts.

**11. Other terms and conditions**

11.1 McTrigg Campers Ltd reserves the right to vary rates, conditions and specification without notice. McTrigg Campers Ltd also reserves the right to refuse hire to any person.

11.2 No failure or delay by McTrigg Campers Ltd in exercising any right, power or privilege under these terms and conditions shall operate as a waiver nor shall any single or partial exercise preclude any further exercise of any right, power or privilege under these terms and conditions or otherwise.

11.3 If any provision of these terms shall be unlawful, void, or for any reason unenforceable under contract law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof.

11.4 McTrigg Campers reserves the right to make alterations to these terms and conditions at any time.

This is the entire agreement between McTrigg Campers and The Hirer relating to the subject matter herein.