

McTrigg Campers Ltd Terms & Conditions

Wedding & Event 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 (the 'Owner'), 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.

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 & Event 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 Ltd endeavour to provide the vehicle requested and booked for your wedding, the hirer understands that unforeseen circumstances can occur. McTrigg Campers Ltd will contact you as soon as we become aware of the situation and offer an alternative. McTrigg Campers Ltd 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 7 passengers in the VW Campervan.

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

1.6 Service Period - The Owner agrees to provide a karaoke pod / eshisha tent operational and available for use for a minimum of 80% of the agreed service period , to permit maintenance of the karaoke pod / eshisha tent should any be necessary.

1.7 Payment - A non-returnable deposit of 20% of the agreed rental charge is required to secure a reservation for the campervan / karaoke pod / eshisha tent, the balance of the agreed rental charge is due 30 days before The Hirer's event. If the operator uses the equipment for a period in excess of the agreed service period additional rental charges will be payable by The Hirer to The Owner, calculated on a pro rata basis. Payment of all additional rental charges must be made by The Hirer before any additional service period commences.

1.8 Access, space & power requirements - The Hirer will arrange for an appropriate space to be made available for the karaoke pod / eshisha tent at the event venue. A minimum ground area of 5m x 3m is required for the karaoke pod and 9m x 7m for the eshisha tent. The Hirer will provide a mains electricity supply comprising a single 13amp socket located within the space designated by The Hirer for the karaoke pod / eshisha tent.

1.9 Loss or damage to providers equipment - The Hirer assumes complete responsibility for any loss of or damage to The Owner's equipment (other than fair wear and tear) caused by any misuse of the

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equipment by The Hirer, their employees or their guests. The Hirer shall be responsible for any loss of or damage to The Owner's equipment caused by Theft, Fire, Flood or Accidental Damage.

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

1.11 Miscellaneous terms - In the unlikely event that it is not possible, other than for reasons beyond The Owner's control, to provide an operational karaoke pod / eshisha tent for at least 80% of the agreed service period, The Owner 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, The Owner's maximum liability will be the return of all payments received from The Hirer. The Owner is not responsible for any consequential damages or lost opportunities upon breach of this agreement.

2. Date Changes & Cancellations

2.1 Any request to alter the agreed date of the rental of the karaoke pod / eshisha tent 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 karaoke pod / eshisha tent on the alternative date and receipt of a new booking contract.

2.3 If The Hirer cancels an agreed rental of the karaoke pod / eshisha tent up to thirty days before the rental date the deposit paid will be forfeit.

2.4 If The Hirer cancels an agreed rental of the karaoke pod / eshisha tent within thirty days before the rental date the full amount will be forfeit.

3. General Liability

3.1 The Owner 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 (save for the Owner's liability for death or personal injury caused by the negligence of the Owner, its employees or agents) the Owner 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 the Owner fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by the Owner as a result of any breach or default on the part of the Hirer in the discharge of its obligations under this Hire Agreement.

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 the Owner 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 Owner in respect of the Vehicle are or may be prejudicially affected.

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5. Force majeure

Although the Owner 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 the Owner 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 the Owner 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.

7. Concurrent remedies

No right or remedy herein conferred upon or reserved to the Owner 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 the Owner or Hirer, as the case may be, set out in the Booking Form or as intimated by the Owner 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

The Owner 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. The Owner will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information. The Owner 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

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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.

This is the entire agreement between The Owner and The Hirer relating to the subject matter herein and shall not be modified except as agreed in writing by both parties.