

# **TERMS AND CONDITIONS OF HIRE**

## Drivers' hours and rest periods

The current regulations of governing drivers' work hours and rest periods, must be complied with. If you need further information to plan the tour let Us know. In the confirmation we have planned for relief driver and double driver with the suggested dates and/or places that the drivers need to take their daily break or weekly rest periods. Should the driving regulations not be complied with on request or by coercion of the hirer or his/her agent, the company accepts no responsibility for any loss incurred in the event of enforced roadside breaks and the hirer will be held liable for any penalties incurred at that point or in the event.

## Property, effects and equipment

The company accepts no responsibility or liability for loss or damage to any property, equipment or personal effects carried or left on the vehicle. In any event, liability is restricted to a maximum of Euro 500 (5.000 SEK) per claim.

## Payment

The terms of payment for hire will be set out on the invoice/confirmation. Failure to adhere to the payment schedule might lead to withdrawal of services in some cases.

## **Cancellation charges**

A cancellation charge is applicable if the tour is cancelled; Within ten weeks of commencement of tour: -25% of total charge Within two weeks of commencement of tour: -50% of total charge After commencement of tour: -100% of total charge or at the discretion of the company

Notwithstanding anything to contrary to the contrary here in; if an ongoing tour has to be cancelled due to serious illness or other force majeure events (including epidemics and/or pandemics) the hirer is only responsible for agreed price and accrued costs until the day of cancellation of tour plus the return drive cost to home base for the hired vehicle/s.

## Breakdown and delay

The company does not guarantee the completion of any journey within any specific time period and will not be responsible for any loss or inconvenience caused by the actual journey time. The company will endeavor to provide alternative travel arrangement in the event of breakdown. Should the hirer decide to make any other arrangements regarding alternative transport or accommodation in the event of a breakdown, they may liable for the full costs of said arrangement unless specifically agreed with the company beforehand. Please see the sections regarding driver's hours and rest periods above in respect of any loss incurred if the driving regulations are not complied with.

## **Backline and trailer Hire**

The hirer is responsible for arranging Goods In Transit Insurance for any backline carried on bus or trailer. The hirer is responsible for loading and unloading the trailer and to make sure that the trailer allowance (total weight etc.) is not exceeded.

## Parking tickets

The hirer shall be responsible for any parking costs or fines incurred when picking up, dropping off or parking at hotels or venues if no adequate arrangements have been made beforehand. The cost of city permits is also to be borne by the hirer. In event of parking tickets being issued remotely by camera with the inevitable delay this entails, we reserve the right to pass the cost to the hirer at a later date, during or after the hire period.

#### Driver buy out



The driver/drivers will expect same catering and backstage access as travel party. If no catering is provided buy out, 35 Euro/day, is to be paid in cash by TM directly to the drivers. Hotel has to be offered to the driver days off and/or minimum every fifth day of the tour.

## Smoking

As of general public law in most EU countries it is against the law to smoke on our vehicles since a passenger carrying vehicle are classified as a work-place.

#### Ferries

It is the responsibility of the hirer to ensure that no passengers remain on the vehicle during ferry crossings.

#### Fuel costs

Should the price of fuel increase by more than 5% in the period between a quote given by Midnight Bussing and the commencement of the hire period, the company reserves the right to levy fuel surcharge to cover such increase.

## Laundry

All extra laundry costs, (not prior agreed to), is to be borne by the hirer or production.

#### **Bus wraps**

Should the hirer require vehicles to be branded or wrapped, the company accepts no responsibility for vehicle change in the event of accident, damage to the vehicle or mechanical breakdown and the hirer would be responsible for the cost of any repairs during the application or removal of the branding or wrap.

