

Starsleeper Ltd. Terms and Conditions of Hire/Conditions of Carriage

DEFINITIONS

1. In these Terms and Conditions "The Company" means Starsleeper Limited. (Starsleeper).
2. "The Hirer" means any company, business, partnership, group, individual or other organisation or person who negotiates to, or does hire a vehicle belonging to, or under the control of The Company.

APPLICATION

1. These Terms and Conditions apply to any hire between Starsleeper and The Hirer, wherever and whenever such a contract is made whether the contract is made in writing, verbally, or a combination of the two.
2. No alterations of these terms and Conditions, whether by addition, omission or substitute, will be permitted or binding upon Starsleeper unless acknowledged or agreed by it in writing.

QUOTATIONS

1. Quotations for the cost of hire are given on the basis of the most direct route and the information provided by The Hirer.
2. All quotations for hire are scheduled to comply with European driving regulations.
3. The choice of route is at the absolute discretion of Starsleeper and its drivers except where a specific route has been agreed with The Hirer, and recorded and communicated to The Hirer by Starsleeper in writing.
4. If any alteration to the route is agreed by Starsleeper before or after the commencement of a period of hire (such alteration being recorded and communicated to The Hirer in writing), then Starsleeper reserves the right to amend the quotation for the cost of hire.
5. If at any time Starsleeper is required to deviate substantially from the route, The Hirer will be responsible for all additional expenses and reasonable charges. This also applies to Force Majeure and any act or negligence of The Hirer or person(s) responsible to The Hirer.
6. Quotations cover the cost of hire of the coach and fuel only. Unless otherwise agreed in writing any coach parking fees, road tolls, fines, meals, accommodations, travel and any other expenses are excluded from this quotation.
7. Quotations are valid for 30 days from the date of issue by Starsleeper.
8. Starsleeper will not be bound by the acceptance of any quotation if, at any time of acceptance, Starsleeper will not have available for the proposed period of hire, a vehicle suiting the requirements of The Hirer.
9. Starsleeper reserve the right to increase the fuel element of its charges at any time should the price of fuel supplied increase by 5% or more following any acceptance of quotation and tour commencement. Such increase in charges are to be commensurate with any such fuel price increase to Starsleeper and cover any period where Starsleeper must pay increased prices to a fuel supplier for the period of contract.
10. Quotations do not allow for running of vehicle engines whilst stationary. Drivers are instructed that under no circumstances are they to keep engines running whilst stationary for any period of time that exceeds 15 minutes. It is illegal in most European Countries to allow the idle running of vehicles for any prolonged period of time. It is the responsibility of The Hirer to provide suitable electric facilities to supply adequate power for the vehicle.

PAYMENT

1. The terms for payment will be set out by Starsleeper in writing and communicated to The Hirer.
2. Failure to adhere to the agreed payment schedule may lead to the withdrawal of hire and services and cancellation of contract.
3. Unless otherwise agreed by Starsleeper, payment shall be made in full prior to commencement of hire.
4. When Starsleeper has agreed to accept stage payments from The Hirer, and payment is late, then Starsleeper will have no obligation to complete the contract beyond the date for which payment has already been received. If such a situation arises, Starsleeper may choose to terminate the contract immediately with The Hirer either verbally or in writing. Any outstanding invoices will become due immediately, and any reasonable additional costs incurred by Starsleeper as a result of termination of contract will be the responsibility of The Hirer.
5. Payments due not made by the specified date will incur a minimum administration fee of £100. Any costs incurred through raising legal action will be charged to The Hirer. Daily interest will be added to any overdue amounts at a daily rate of £50.

CANCELLATION

1. If The Hirer cancels the contract, the following charges will apply :
Loss of deposit if cancellation is 14 days or more prior to commencement of contract.
25% of total amount if cancellation is 7-14 days prior to commencement of contract.
50% of total amount if cancellation is 7 days or less prior to commencement of contract.
100% of total amount if cancellation is after commencement of contract (at the discretion of Starsleeper)
2. If Starsleeper cancels or terminates the contract in the event of The Hirer taking any action varying the agreed conditions, or in the event of any circumstances outwith the control of Starsleeper, then Starsleeper may return any funds paid (less the cost of hire to cancellation date), and will not be liable for any loss to The Hirer. This includes force majeure, emergency, civil unrest, strikes, terrorist attacks, and adverse weather conditions etc.

BREAKDOWN AND DELAYS

1. Starsleeper provides journey times, schedules and estimates in good faith, and does not guarantee the completion of any journey in any specified time and will not be liable to The Hirer for loss or inconvenience or consequential loss or damage caused by the actual journey time.
2. In the event of vehicle breakdown, Starsleeper will do everything possible to maintain the schedule and completion of journey.
3. In the unlikely event of complete mechanical failure of any contracted vehicle, Starsleeper will endeavour to provide alternative transport to complete your journey. This alternative may include all or none of the facilities of the original contracted vehicle.
4. Where reasonably possible in the event of a breakdown, a replacement sleeper vehicle will be used, but Starsleeper accepts no responsibility for sleeping accommodation if this is not possible. All reasonable steps will be taken to ensure a suitable replacement vehicle is hired. In any event, all such costs must be in proportion to, and not exceed the funds already paid.
5. Should the Hirer make their own arrangements for alternative travel or accommodation in the event of a breakdown, then they may be liable for the complete costs of this arrangement unless agreed with Starsleeper beforehand.

ILLEGAL ACTIVITY, INFRINGEMENTS AND FINES

1. It is illegal to smoke in any vehicle contracted by Starsleeper. This law became effective throughout many countries from 2006 onwards. If any contracted vehicle is delayed or Starsleeper is fined as a result of any such infringement, then The Hirer will be responsible for any costs incurred.
2. It is The Hirers responsibility to ensure no passengers, documentation or goods are transported illegally on any contracted vehicle from Starsleeper. Starsleeper reserves the right to be fully compensated in full from any such situation arising such as a route diversion or vehicle impounding or confiscation and fines. This includes incorrect or no work permits for passengers, incorrect or no Carnets when one is needed, merchandise, music equipment and drugs etc.
3. It is against company policy to pay an illegal fines or bribes. Starsleeper accepts no responsibility for any delay caused by attempts by any official of any country to enforce illegal fines. If The Hirer chooses to pay any such illegal fines or bribes, then Starsleeper will not be responsible for the reimbursement of any costs.

PASSENGERS

1. Starsleeper is only licensed and insured to carry a limited number of passengers (including babies). Starsleeper and its drivers will not carry any passengers over the maximum allowed seating capacity of each vehicle. The maximum number of passengers is determined by law, and shall not be exceeded under any circumstances. Infants, babies and children under the age of 16 travelling on any vehicle hire contracted by Starsleeper are the sole responsibility of The Hirer.
2. Any person(s) travelling in any vehicle provided by Starsleeper or hired in by Starsleeper for the period of the contract, will be assumed to be persons authorised by The Hirer to travel on contracted vehicles.
3. Under maritime law, no passengers are permitted to remain on a vehicle on any sea crossing within the European Community. It is The Hirer or their representatives responsibility to ensure the safe exit of all passengers travelling on any contracted vehicle from Starsleeper for the duration of any sea crossing.
4. Passengers are carried under the appropriate law or convention of the country/countries concerned. If delays are caused we will make all reasonable efforts to make up time, within the law, and as common sense dictates.
5. In the event of any passenger(s) being abusive or causing damage to any contracted vehicle, Starsleeper will require such person(s) to leave the vehicle. The vehicle will then be allowed to continue the journey without liability to Starsleeper.
6. The Hirer will be responsible for any damage or loss caused to the vehicle by any passenger(s) for the period of hire.

INSURANCE

1. Starsleeper recommends The Hirer take out suitable insurance to cover all travel contingencies. Starsleeper recommends EU residents should carry an EHIC card (European Health Insurance Card) with them at all times.
2. All equipment, property, personal effects and possessions carried or transported in any contracted vehicle or trailer are to be insured by The Hirer, and Starsleeper will not be held responsible in the event of any loss or damage.
3. The Hirer is advised to take out suitable insurance to protect the tour to cover the cost of travel and hotels if any contracted vehicle is subject to mechanical failure and no substitute vehicle is available.

HIRERS AND PASSENGERS PROPERTY, EFFECTS AND EQUIPMENT

1. Starsleeper cannot be held responsible for loss or damage to personal possessions or other property except where caused by the negligence of the company or its representatives. Starsleeper cannot be held responsible for the theft of such items which occurs due to the negligence of any passenger, such as failure by any passenger to lock the doors of the vehicle when they have been provided with a key.
2. Hirers and passengers introduced to any contracted vehicle by Hirers are responsible for the supervision, conduct, maintenance, safety and insurance of their own property, equipment and personal effects.
3. If property is left on a vehicle at the end of a tour, all reasonable steps will be taken to ensure the property is made available for collection. Starsleeper will not be responsible for any costs arising from the delivery or collection of any such items.

DRIVERS HOURS AND REST REGULATIONS

1. The hours of driving and rest periods are strictly controlled by European Law. Any contract of hire is subject to all European law (governing all movements in all European countries), and these rules will be strictly enforced. It is illegal for drivers to work outwith the legal permitted limits.
2. Starsleeper considers compliance of these laws to be paramount and reserve the right to immediately terminate, curtail or otherwise alter any hire which otherwise is at risk of failing to comply, or does not comply with the current legal regulations.
3. It is the responsibility of The Hirer to ensure that all times and schedules fit within the regulations.
4. Any delay or failure to complete all or part of a journey, and losses arising because of such, shall not be the responsibility of Starsleeper unless caused by the negligence of Starsleeper or its drivers.
5. It is the responsibility of The Hirer to check if extra journeys are permitted and legal when considering using any contracted vehicle for additional journeys or routes. This applies to any pick ups, drop offs and hotel collections etc.that may be outwith the legal possibilities of the driver. If any such extra journeys are necessary, and not legally possible for a driver to complete, then any additional cost will be the responsibility of The Hirer.
6. The Hirer can view the current European driving limits by visiting the UK Government website here at :

www.gov.uk/drivers-hours/eu-rules

DOUBLE DRIVERS

1. All quotes that include the cost of a double driver or relief driver are made in good faith and The Hirer must accept that Starsleeper cannot guarantee the availability of any such driver. It may be that a driver is not directly employed by Starsleeper, therefore not within the direct control of the company.
2. If a tour cannot proceed at any time due to the failure of a double driver or relief driver to meet any contracted vehicle on time, then no responsibility will be accepted by Starsleeper.
3. If for any reason outwith the control of Starsleeper, a double driver or relief driver cannot return home at the agreed and contracted time, such as flight availability and adverse weather etc., then any additional costs and expenses due will be the responsibility of The Hirer. All reasonable efforts will be made by Starsleeper to mitigate such costs.

TRAILERS

1. The hirer is responsible for all equipment carried in any trailer hired as part of the contract. It is the responsibility of The Hirer to insure all equipment against theft or damage. It is The Hirers responsibility for all paperwork and documentation relating to the transportation of goods and equipment for all countries.
2. Any equipment carried in trailers is not to exceed the maximum permitted weight allowance. Any charges, fines or delays caused by the maximum permitted weight being exceeded will be the responsibility of The Hirer.
3. All trailers are maintained and serviced to the highest possible standards, however the breakdown of any trailer cannot be guaranteed, and the onward transportation of equipment will not be the responsibility of Starsleeper.
4. All drivers are instructed not to allow trailers to be taken or towed from any contracted vehicle at festival sites unless by an experienced professional. Any damage to a trailer following any handling by anyone other than a driver, agent or representative of Starsleeper, will be charged to The Hirer.

VEHICLE EQUIPMENT

1. Starsleeper may provide extras on its contracted vehicles such as TV, DVD, Games consoles, Internet and coffee machines etc., however these are considered free extras, and as such, any failure of any such extra cannot be cause for cost reduction or termination of contract. The Hirer is responsible for providing their own entertainment equipment and games for the period of hire.
2. All contracted vehicles are licensed by the MPLC and PRS for use of onboard media and entertainment facilities.
3. If a safe is provided on any contracted vehicle, then it is used entirely at The Hirers own risk. Starsleeper accepts no responsibility for any losses incurred as a result of using a safe. The driver is not authorised to look after any valuables of any passenger.

VEHICLE PROVIDED

1. Starsleeper reserves the right to provide a larger vehicle than that specified unless specifically instructed not to do so. In such circumstances, no additional charge will be levied.
2. Starsleeper reserves the right to substitute any given vehicle at any given time without notice for operational or safety reasons. All reasonable efforts will be made to provide a vehicle of comparable class, value and capacity within the time available.
3. Starsleeper may subcontract any part of a hire agreement to suitable third party contractors.

VEHICLE SECURITY AND DAMAGE

1. The Hirer accepts responsibility to protect any contracted vehicle from damage, including by third parties while at or near any venue, or where otherwise parked under the direction of Promoters, Organisers or Tour Managers. This also applies to damage to the paint and bodywork directly attributable to the application of vinyls and other promotional items.
2. Starsleeper instructs all drivers to try and avoid parking in unsuitable locations, especially at festival sites. If a vehicle needs towing, drivers are only allowed to use professional and experienced towing services to avoid physical or mechanical damage to a vehicle. If as a result of any contracted vehicle being instructed to park in an unsuitable location as a direct instruction from The Hirer or their representative, and subsequently resulting in the need of towing services, the cost of towing will be charged back to The Hirer.

VEHICLE ACCESS AND PARKING

1. Due to the size of the company's vehicles, it may not be possible to gain access to the desired destination site either by physical or legal restraints. If any contracted vehicle is not able to gain access to a specified site, then Starsleeper accepts no responsibility for any delays or inconvenience caused. If there is any doubt on the possibility of damage or security to any contracted vehicle, then a final decision may be decided by a driver or representative of Starsleeper, and The Hirer must accept their decision. If this is necessary, then disruption and inconvenience will be kept to the absolute minimum within reason.

ANIMALS

1. Animals (except guide dogs, are not permitted to be carried on any contracted vehicle unless previously agreed in writing by Starsleeper to The Hirer.

RESPONSIBILITY, LOSS AND DAMAGES

1. Starsleeper cannot be held responsible for any of the following losses however caused and related costs and expenses arising out of any contract between The Hirer and Starsleeper :

Pure economic loss

Loss of profit

Loss of business

Consequential losses

Loss of reputation

Loss due to force majeure events, including without limitation, missing travel connections and missing or arriving late for events.

2. By acceptance of quotation and entering into a contract with Starsleeper, The Hirer agrees that it is reasonable for Starsleeper to accept no liability for personal injury or death for any passengers whilst moving around inside any of its contracted vehicles whilst the vehicle is in motion. As the passengers and interior of the vehicle are sometimes not visible to the driver, it is deemed reasonable to accept that the driver or Starsleeper cannot be held responsible for passengers moving around at their own risk. It is the responsibility of The Hirer to convey this clause to all passengers travelling on any contracted vehicle. This includes any passenger being intoxicated or under the influence of drugs or alcohol.
3. Starsleeper accepts no responsibility for any loss or injury caused by any negligence of any passenger whilst entering and exiting any contracted vehicle.
4. Nothing in these conditions excludes or limits our liability for death or personal injury caused by negligence of Starsleeper or its drivers and representatives.

GOVERNING LAW / JURISDICTION

1. Any contract of hire for vehicles from Starsleeper Ltd. is made in Scotland.
2. Any contract for hire will be interpreted and constructed in accordance with, and governed by, the laws of Scotland.
3. Any litigation arising out of the interpretation and performance of any contract of hire will be brought in the courts of Scotland.