

MEGASLEEPERS



TERMS & CONDITIONS / CONDITIONS OF CARRIAGE

"The company" within these terms and conditions refers to DJP Driving Services Ltd t/a (Megasleepers). Any business, company, group, individual or other organisation hiring a vehicle owned by the company is referred to as "the hirer".

QUOTATIONS

All quotations comply with EU driving regulations. The cost of hire is given according to the information that has been provided by the hirer in conjunction with the most direct route and is estimated based on venue to venue. The company reserves the right to amend the cost of the hire if the hirer requests to alter the planned route. At the end of the tour, mileage will be taken from the onboard tachograph unit and compared against the estimated mileage on the quotation. Any difference in mileage due to hotel movements or movements related to parking issues/locations will be invoiced after the tour finishes. Quotations are valid for 30 days from the date of issue by Megasleepers.

CONTRACTS

Megasleepers does not issue signed paper contracts as most of our business is conducted electronically. Therefore, payment of a deposit is taken as acceptance of our Terms and Conditions and is legally binding.

PAYMENT

The company will write and communicate the terms for payment to the hirer.

A 20% non-refundable deposit of the total hire amount will be required to confirm any bookings and will not be deemed as a secure booking until this payment has been made. The full amount must be paid before the start of a tour, unless otherwise agreed in advance, in writing with Megasleepers.

The company reserves the right to charge a minimum administration fee of £100 for any payments not made by the agreed dates. A daily interest rate of £50 will be added to any unauthorised overdue amount.

The company has every right to withdraw from the contract if there is a failure to adhere to the payment schedule as per invoice or any other prior arrangement.

FUEL SURCHARGE

Megasleepers reserves the right to increase the fuel charges at any time if fuel prices rise by 5% and over between the time of booking confirmation and the hire commencing. Any such increase in our charges will be in good faith and communicated in writing. The surcharge will be used to cover increased prices to our fuel suppliers.

CANCELLATION

If a tour is cancelled, a cancellation charge is applied.

After confirmation and deposit received – Loss of deposit

Within 28 days before the beginning of a tour – 50% of total quotation cost

If a cancellation is made after the tour commences – 100% of total quotation cost

These charges will be used to cover lost revenue, logistical and admin costs already incurred, and driver costs.

Megasleepers may revoke its services at any time without notice.

BREAKDOWN AND DELAYS

The company does not guarantee the completion of any journey within a specific period of time and will not be held responsible for any inconvenience, loss or consequential loss caused by the actual journey time. If a breakdown occurs the company will strive to maintain the completion of a journey within the schedule. Should the hirer arrange alternative transport or accommodation in the event of a breakdown, they will be liable for the full cost unless agreed by Megasleepers beforehand.

INFRINGEMENTS AND FINES

It is illegal to smoke on Megasleepers vehicles. This has been effective since July 1st 2007, as they are deemed as vehicles used for work purposes. Failure to adhere to this legislation, and in the event of the company being fined for this infringement, the hirer will be responsible for costs.

The hirer is responsible to make certain that no passengers, goods, or documentation are illegally transported on any contracted vehicle from Megasleepers. The company retains the right to be fully compensated in full if such a situation should arise such as vehicle impounding, route diversions, confiscation and/or fines. This also incorporates incorrect/non-existent work permits for passengers, incorrect/non-existent Carnets if applicable, music equipment, merchandise, drugs etc.

Drugs of any kind are forbidden to be held or taken on any of the company vehicles. If this condition is breached, the hirer is held accountable for any repercussions. Megasleepers may terminate the contract immediately and the remainder of the contract will become due.

If arrangements with Megasleepers have not been made beforehand, the hirer is subject to pay any parking costs or fines which occur when picking up, dropping off or parking at venues or hotels. It is also the responsibility of the hirer to ensure city permits are paid.

In the event of parking tickets being issued by a camera, Megasleepers reserves the right to pass these costs onto the hirer at a later date, during or after the hire period. This is due to the delay in receiving fines which are delivered via mail.

BUS WRAPS

Megasleepers will not be liable for incorrect measurements on any contracted vehicle. It is advised that the hirer arranges to have access to the bus to take the measurements.

Should the hirer require Megasleepers vehicles to be wrapped/branded, the company will not accept responsibility for an alternative vehicle in the event of damage, accident, or mechanical breakdown. Repairs to the vehicle during the application and/or removal of the wrap/branding will be charged to the hirer.

PASSENGER SAFETY AND CONDUCT

The company is only insured and licensed to carry a limited number of passengers (including infants) and will not transport more than the maximum seating capacity of each vehicle. Any passenger under the age of 16 travelling on Megasleepers vehicles is the sole responsibility of the hirer.

The interior of the vehicle may not always be visible to a driver therefore the hirer and passengers move at their own risk in a moving vehicle. Whilst entering and exiting a contracted vehicle, Megasleepers will not be liable for loss or injury to its passengers.

Under maritime law, passengers are not permitted to remain inside a vehicle on any sea crossing within Europe. It is the hirer or their representative's responsibility to ensure the safe exit of all passengers for the duration of a sea crossing. Passengers are carried under the appropriate law or convention of the country/countries concerned. In the event of a delay the company will take reasonable steps with common sense to make up time, within the law. The hirer and passengers are solely responsible for returning to the contracted vehicle when announcements are made to return to vehicles before disembarking from the sea crossing transportation.

In the event of any passenger(s) causing damage to any contracted vehicle, Megasleepers reserves the right to ask such person(s) to leave the vehicle where the journey can then continue without liability to the company. This is also applied to passenger(s) being abusive towards others including Megasleepers drivers. The hirer will be responsible for any damage or loss caused to a company vehicle by any passenger(s) for the duration of the hire period.

INSURANCE

Megasleepers advises that the hirer should have appropriate insurance to cover all travel predicaments. It is also advised by the company that the hirer has insurance to protect the tour, cancellation due to poor ticket sales or health issues, to cover baggage loss/damage including equipment, to cover the cost of travel and hotels if a contracted vehicle has a mechanical failure and a substitute vehicle is not available.

Megasleepers recommends that EU citizens should carry an EHIC card (European Health Insurance card) with them at all times. The hirer and passengers should be aware of any changes made in the event of Brexit when travelling to Europe.

PROPERTY AND EQUIPMENT OF HIRERS AND PASSENGERS

Megasleepers will not be responsible for any loss or damage to personal belongings, equipment, merchandise or other property/equipment on contracted vehicles and trailers. Megasleepers cannot be liable for the theft of any items which happen due to the negligence of any passenger e.g. failure to lock doors when they have been given an access code/key. If Megasleepers are asked to change the keypad code at any time due to the negligence of passengers, we reserve the right to charge for any costs incurred.

The supervision, maintenance, conduct, safety and insurance of the hirer(s) and passenger's property and equipment is not the responsibility of Megasleepers. Any property that is left on the contracted vehicle at the end of a tour will be made available for collection without any costs from delivering or collecting of any items.

DRIVER HOURS AND REGULATIONS

The European law strictly controls the hours of driving and rest periods. Any contract of hire is subject to all European law (governing all movements in European countries), and these rules will be strictly enforced. Please note it is illegal for drivers to work outside of the legal permitted limits.

A hire which does not comply with current legal regulations can be immediately terminated or altered to avoid the risk of failing to comply with these laws by Megasleepers. The company does not accept any responsibility for any loss taken in the event of an enforced roadside break and the hirer will be held liable for any penalties acquired at that point or a future prosecution.

The hirer must ensure that the schedules and times fit within the regulations. Therefore, any failure or delay in completing a journey, and any losses consequently will not be the responsibility of Megasleepers unless caused by the inattentiveness of the company or its drivers.

The hirer can view these regulations by visiting the UK Government website here:

<https://www.gov.uk/guidance/drivers-hours-passenger-vehicles>

DOUBLE DRIVERS

All quotations involving double drivers or feeder drivers are only included when EU driving regulations cannot be met by the use of a single driver. Availability of such drivers cannot be guaranteed by Megasleepers as most drivers are not employees of the company.

All quotations that include costs for double drivers or feeder drivers are priced on the basis that Megasleepers will receive confirmed travel information alongside an itinerary within a month before the hire period begins. If there are delays or a failure of a double driver or feeder driver to meet the contracted vehicle on time, Megasleepers does not accept the responsibility of any inconvenience or losses.

TRAILERS

The hirer will be held responsible for all the equipment stored and transported in a trailer hired as part of a contract including their own 'Goods in Transit' insurance against damage and theft. All documentation and relevant paperwork relating to the transportation of equipment and goods in all countries is the responsibility of the hirer. Equipment must not exceed the permitted maximum weight allowance. If equipment is above the limit, any fines or charges will be the hirers' responsibility alongside any delays as a consequence. Megasleepers reserves the right to charge the hirer for any loss or damage to load bars and straps supplied with the trailer due to incorrect usage.

VEHICLE SECURITY AND DAMAGE

Responsibility for the contracted vehicle from damage by passengers, organisers, tour managers or promoters as well as third parties are accepted by the hirer. The hirer also accepts liability for any damage caused to paint and/or body work which may occur whilst applying or removing wrapping and other promotional items. Megasleepers encourages all drivers to avoid parking in unsuitable locations, with special regards to festival sites. Suitable safe and secure parking must be sourced in advance by the hirer. If the location is deemed as unsuitable by the driver, alternatives must be sourced. If a contracted vehicle requires towing, drivers are to use professional towing services at the cost of the hirer.

VEHICLE ACCESS AND PARKING

It may not be possible to enter a preferred site location due to physical or legal restraints, which can be due to the size of Megasleepers vehicles, especially if a hired trailer is attached. If access is not granted to the desired site, the company does not accept responsibility for any delays or inconvenience caused.

If the driver of the contracted vehicle decides that the desired site is not suitable to access or for parking due to the potential damage to the vehicle and/or trailer, the hirer **must** accept this decision. Any inconvenience or disruption to the schedule will be reduced as much as possible within reason.

Whilst on tour, our vehicles require parking with a 32a 3 phase power supply when stopped. If parking with power is not available at any time, then the vehicle must be securely locked, and paid hotel rooms must be provided for the driver and any passengers. This is also the case if 32a 3 phase power is not available, and the outside/inside temperature becomes unmanageable. This is because without 32a 3 phase power the air-conditioning will not operate, and the vehicles cannot maintain a comfortable living area and are unable to be secured. It is the responsibility of the hirer to organise and pay for all parking, power supply and hotel rooms when applicable.

VEHICLE JOURNEYS AND MOVEMENTS

All quotations are calculated using the information provided by the hirer. Routes and mileages are calculated on a venue-to-venue basis unless otherwise agreed, and therefore any additional movements to/from parking areas and/or hotels is not included within the quotation and are therefore not permitted without prior approval from Megasleepers.

Any vehicle operated by Megasleepers is not to be classed as a taxi or shuttle service between venues and hotels as this is likely to interfere with driver's legal driving/rest periods. All our vehicles are fitted with a tachograph which records the vehicle and driver movements, and any breach of the rules and regulations could result in prosecution for the driver and/or company. Suitable ground transport should be provided by the hirer at their cost to cover such movements.

CARNET

The responsibility for the handling, inspection and signing of any ATA carnet lies solely with the Tour Manager. The company nor its representatives accept no responsibility for any losses or fees incurred as a result of the failure to correctly process a carnet.

DRIVER CATERING

Our drivers are on the road between 200 - 300 days per year.

We want to keep them healthy to be able to carry out their job, and they need decent catering while on the road. We expect them to have access to three meals per day:

- 1) Breakfast
- 2) Lunch
- 3) Hot meal in the evening

Drinks should also be readily available at any time of the day.

Meals should not just be available at a given time of day, but the drivers should be able to participate and have their meal according to their work/sleep pattern. It does not help if the breakfast buffet is empty by the time the driver/s gets up after driving through the night.

In case the driver is sleeping when the meals are being served, you will need to ensure that there is an adequate possibility for them to have food or offer to buy them out.

If there is no parking where the catering is being supplied, then we ask that the drivers are given a buy-out or a shuttle to and from the venue.

Another point to note is the quality of the food. Whilst a takeaway meal or a pizza might be a nice change occasionally, it is not acceptable as a permanent catering option. Some drivers do not like hot and spicy foods, some do not like vegan or free from alternatives. If the catering is not suitable for the driver/s, we would ask that an alternative be sourced or agree to offer them a buy-out option.

In case the meals are not being provided or not considered as a substantial and adequate option, then we would ask that each driver be given daily buy out money as detailed below:

- Breakfast – 5.00 Euro or GBP
- Lunch – 5.00 Euro or GBP
- Evening Meal – 10.00 Euro or GBP

This should be given in cash directly to each driver either in advance or day-by-day. It is not acceptable to wait until the end of the tour before paying.

Catering and buy outs are applicable for every day of a tour and includes pick up and drop off days at the start/end of a tour and days off.