

8. LIABILITY OF THE OPERATOR

- 8.1. The Operator shall not be liable for any losses suffered by the Hirer as a result of any delays arising from any breakdown, traffic congestion, road closures or other event beyond the reasonable control of the Operator.
- 8.2. Subject to Condition 8.3, the liability of the Operator in respect of claims for loss of or damage to property, howsoever arising, shall in all circumstances be limited to the lesser of:
 - 8.2.1. the value of the property actually lost or damaged; or
 - 8.2.2. the value of replacing the property actually lost or damaged and/or reconditioning or repairing any damage to the property; or
 - 8.2.3. £500.00 per bag, case or package;with an overall limit of £1000 per passenger. It is the responsibility of the Hirer to ensure that any items over this value are insured separately for loss and damage.
- 8.3. Where either the UK Passenger Rights Regulations or the EU Passenger Rights Regulations apply and the loss of or damage to any wheelchair, other mobility equipment or assistive device is caused by the Operator, the Operator shall be liable for the cost of replacement or repair of the equipment or devices lost or damaged.
- 8.4. Nothing in these Conditions limits any liability which cannot legally be limited, including but not limited to liability for:
 - 8.4.1. death or personal injury caused by negligence;
 - 8.4.2. fraud or fraudulent misrepresentation; and
 - 8.4.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.5. The Operator shall not be liable for any loss of revenue, loss of profit, loss of business or opportunity or business interruption, or any indirect or consequential loss.
- 8.6. The liability of the Operator in respect of claims for any other type of loss, liability or damage whatsoever and howsoever arising in connection with the performance of the Contract shall not exceed the amount of the Operator's charges in respect of the Services to which the claim relates or the amount of the claimant's proved loss, whichever is the less.

9. CANCELLATION

- 9.1. Cancellation of an Order by the Hirer will result in the following charges being payable, which are calculated as a percentage of the total hire charge:

Notice given	Cancellation Charge
7 or more days prior to hire	No charge
24 hours-6 days prior to hire	50% charge
Within 24 hours of hire	100% charge

- 9.2. If it is specified in the Order that the Operator is also responsible for booking Tickets and Tickets are cancelled or postponed other than by the Operator, then where the Operator is unable to obtain a refund for part or all of the cost of such Tickets, the Operator shall be entitled to charge the Hirer an amount equal to any costs which were not refunded to the Operator. Cancellation charges relating to the vehicle hire for any such cancelled or postponed Tickets shall be payable to the Operator in accordance with Condition 9.1.
- 9.3. In the event that the Operator is unable to provide the Services as a result of or in connection with a Force Majeure Event, then the Operator shall notify the Hirer as soon as reasonably practicable and the parties shall agree whether to:
 - 9.3.1. postpone the provision of the Services to a later time or date when the Force Majeure Event is no longer affecting the provision of the Services; or
 - 9.3.2. cancel the Order subject to Condition 9.1 and Condition 9.2.

10. CHARGES

- 10.1. The Hirer shall pay the charges as set out in the Order.
- 10.2. Any deposit requested by the Operator must be paid in full on or before the date stated in the Order.
- 10.3. Payment must be made in full before the commencement of the Services unless otherwise agreed in writing by the Operator prior to the date of hire.
- 10.4. Additional charges may be incurred where the Hirer requests any amendments to the Services set out in the Order.

11. CONFIDENTIALITY

- 11.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by these Conditions.
- 11.2. Each party may disclose the other party's confidential information:
 - 11.2.1. to its employees, officers, representatives, sub-contractors or advisers who need to know such information for the purposes of carrying out the party's legal obligations; and
 - 11.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12. LAW AND JURISDICTION

Unless otherwise agreed in writing, the Contract and any dispute arising under it or in connection with it shall be governed by English law and each party irrevocably agrees that such dispute shall be subject to the exclusive jurisdiction of the English courts.

THESE CONDITIONS MAY ONLY BE USED BY MEMBERS OF THE ROAD HAULAGE ASSOCIATION