



TERMS AND CONDITIONS BETWEEN AGENT AND CLIENT

Introduction

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Action Media Hire Ltd, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the Website and is not either:

- (i) employed by Action Media Hire Ltd and acting in the course of their employment or
- (ii) engaged as a consultant or otherwise providing services to Action Media Hire Ltd and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

Intellectual property and acceptable use

1. All Content included on the Website, unless uploaded by Users, is the property of Action Media Hire Ltd, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.
2. You may, for your own personal, non-commercial use only, do the following:
 - a. retrieve, display and view the Content on a device.
3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Action Media Hire Ltd.
4. You acknowledge that you are responsible for any Content you may submit via the Website, including the legality, reliability, appropriateness, originality and copyright of any such Content. You may not upload to distribute or otherwise publish through the Website any Content that:
 - (i) is confidential, proprietary, false, fraudulent, libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable.
 - (ii) may constitute or encourage a criminal offence, violate the rights of any party or otherwise give rise to liability or violate any law; or
 - (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam." You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial content onto the Website.
5. You represent and warrant that you own or otherwise control all the rights to the Content you post; that the Content is accurate; that use of the Content you supply does not violate any provision of these terms and conditions and will not cause injury to any person; and that you will indemnify Action Media Hire Ltd for all claims resulting from Content you supply.

Prohibited use.

6. You may not use the Website for any of the following purposes:
 - a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website.

- b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order.
- c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

Links to other websites

- 7. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Action Media Hire Ltd or that of our affiliates.
- 8. We assume no responsibility for the content of such Websites and disclaim liability for all forms of loss or damage arising out of the use of them.
- 9. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

Privacy Policy and Cookies Policy

10. Use of the Website is also governed by our Privacy Policy and Cookies Policy, which are incorporated into these terms and conditions by this reference. To view the Privacy Policy and Cookies Policy, please click on the following: www.actionmediahire.com/privacy and www.actionmediahire.com/cookies.

Availability of the Website and disclaimers

- 11. Any online facilities, tools, services or information that Action Media Hire Ltd makes available through the Website (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Action Media Hire Ltd is under no obligation to update information on the Website.
- 12. Whilst Action Media Hire Ltd uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
- 13. Action Media Hire Ltd accepts no liability for any disruption or non-availability of the Website.
- 14. Action Media Hire Ltd reserves the right to alter, suspend or discontinue any part (or the whole) of the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

Limitation of liability

- 15. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
- 16. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
- 17. To the maximum extent permitted by law, Action Media Hire Ltd accepts no liability for any of the following:
 - a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities.
 - b. loss or corruption of any data, database or software.
 - c. any special, indirect or consequential loss or damage.

General

- 18. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
- 19. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
- 20. These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

21. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.

22. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

23. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

24. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Action Media Hire Ltd details.

25. Action Media Hire Ltd is a company incorporated in England and Wales with registered number 13668685 whose registered address is 29 Vernon Road, Bury, Greater Manchester, BL8 4DD and it operates the Website www.actionmediahire.com. You can contact Action Media Hire Ltd by email on brent@actionmediahire.com.

AGENCY AGREEMENT

PARTIES

This agreement is between the Agent and the Client (as defined below).

BACKGROUND

The Client wishes to provide its vehicle(s) for hire and now wishes to appoint the Agent as its non-exclusive agent for the provision of the Services in relation to the hire of its vehicles, as defined below.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Agent: means Action Media Hire Ltd

Commencement Date: the date on which the Client completed the online registration process through the Agent's website www.actionmediahire.com.

Force Majeure Event: any acts, events, omissions or accidents beyond the reasonable control of the Agent and/or Client, including but not limited to Royal demise, national mourning, fire, epidemic, pandemic, war, strikes, lockout or by reason of order of any licensing or public authority and which affect the performance by that party of its obligations under this agreement.

Client: means you.

Services: the concluding of contracts on the Clients behalf to provide vehicles for hire and the promotion of the Clients vehicles online.

Action Media Hire: means Action Media Hire Ltd, a company limited by guarantee that is registered in England (Company Number 13668685) and whose registered office is at 29 Vernon Road, Bury, Greater Manchester. BL8 4DD.

Terms & Conditions: the 'terms and conditions between agent and client' as may be in place from time to time under which the contracts concluded by the Agent on the Clients behalf are made, a copy of which is available HERE [<https://actionmediahire.com/>].

Year: the period of 12 months from the Commencement Date and each consecutive period of 12 months thereafter during the period of this agreement.

1.2 References to clauses and schedules are to the clauses of and schedules to this agreement.

1.3 Headings are for convenience only and shall be ignored in interpreting this agreement.

2. APPOINTMENT

2.1 The Client hereby appoints the Agent as its non-exclusive agent to provide the Services on the terms of this agreement and the Agent hereby accepts the appointment on those terms.

3. AGENT'S OBLIGATIONS

The Agent always undertakes and agrees with the Client during the term of this agreement:

3.1 Except as authorised by the Client, not to act in a way which will incur any liabilities on behalf of the Client nor to pledge the credit of the Client.

3.2 To comply with all reasonable and lawful instructions of the Client from time to time concerning the provision of the Services, and generally to carry out its agency in such manner as it thinks best to promote the interest of the Client.

4. PRINCIPAL'S UNDERTAKINGS

The Client undertakes and agrees with the Agent during the term of this agreement:

4.1 To always act in its relations with the Agent dutifully and in good faith.

4.2 Subject to the following, and provided the Agent performs its obligations under this agreement, to indemnify the Agent against any liabilities which the Agent may incur as a result of acting with reasonable care and skill within the scope of its authority under this agreement as agent for the Client.

4.3 To supply to the Agent at the Client's own expense such documentation and information and such technical, market and other support as the Agent may from time to time reasonably require for the purposes of promoting and selling the Services and to enable it properly and efficiently to discharge its duties under this agreement. Where such documentation includes photographs of the Client vehicles or otherwise, the Client hereby agrees to waive all intellectual property and moral rights that it may have in those photographs.

4.4 Within a reasonable period of becoming aware of the same to perform any contracts made on its behalf by the Agent under this agreement subject to its rights and obligations under the Terms & Conditions.

4.5 Promptly and efficiently to deal with any complaint, dispute or after-sales enquiry raised by a customer relating to the contracts concluded on its behalf by the Agent.

4.6 Where appropriate, to inform the Agent within a reasonable time if any contract concluded on its behalf by the Agent will not be performed by it, and of the reason for such non-performance.

4.7 Where the Client is not personally available to perform any of its obligations and duties under any contract concluded on its behalf by the Agent, such obligations which shall include driving its vehicle for the customer, the Client shall appoint a suitable alternative to perform these obligations and duties in its place. Where such an alternative is appointed, the Client agrees to indemnify the Agent for any loss that it may incur through the actions of the alternative.

4.8 To always ensure that its vehicles are taxed and are in possession of a valid MOT certificate (unless exempt by law) and are fully and appropriately insured for any contract made on its behalf by the Agent under this agreement. Where an alternative has been appointed to drive the vehicle on behalf of the Client pursuant to clause 4.7, the Client shall ensure that all insurances for the vehicle extend to that alternative.

4.9 To ensure that its vehicles are always in good working order, are fit for purpose and unlikely to cause harm to any customer and are clean and well-presented immediately prior to the performance of any contract made on its behalf by the Agent under this agreement.

4.10 During the performance of any contract made on its behalf by the Agent under this agreement, to conform with the dress code set by the Agent from time to time and not to act in any way that may have a negative effect on the business of the Agent.

4.11 The Client shall not at any time provide the customer with any personal contact details and agrees to refer all queries from the customer to the Agent. Any breach of this clause 4.11 shall give rise to an immediate right of termination of this agreement on the Agent's part by notice in writing and the Agent shall also be entitled to seek commission on any bookings made within 12 months as a result of that breach as per clause 6.1 as if it was a contract concluded by the Agent on the Client's behalf.

5. LIABILITY OF THE AGENT

5.1 The Agent shall be in no way liable to the Client for anything which may happen in consequence of any contract that the Agent may make on behalf of the Client, including, without limitation:

- (a) any damage to the Clients vehicle or personal property.
- (b) any theft of the Clients vehicle or personal property.
- (c) any personal injury to the Client; or
- (d) any cancellation of or failure to attend a booking by a customer.

6. COMMISSION AND PAYMENTS

6.1 The Client shall (subject to the Agent performing its obligations under this agreement) pay to the Agent a commission for each contract that the Agent concludes on the Clients behalf pursuant to and during the term of this agreement. Such commission shall vary depending on the size and nature of the contract being concluded and, in any event, shall not be less than £100. In satisfaction of this payment, the Client hereby agrees that that the amount paid to the Agent by the customer as a deposit for a booking for which the Agent concludes a contract on behalf of the Client shall act as the requisite commission for that contract. The Agent shall notify the Client of the commission payable on any contract before that contract is concluded.

6.2 In the event that the Client receives the deposit referred to in clause 6.1 above, the Client agrees to pay this to the Agent as the commission payable for the booking within seven days of receipt of the deposit.

6.3 The Agent shall not be entitled to any other payment in consideration of the provision the Services.

6.4 If at any time the services to be provided by the Client under a contract made by the Agent are not delivered to a customer, the Agent's right to commission shall cease to apply in relation to that contract and the relevant deposit will be refunded to the customer. For the avoidance of doubt the deposit shall not be repayable where the booking is cancelled by the customer.

6.5 The Agent and the Client shall discuss the fee that shall be charged to the customer prior to the Agent concluding any contract on behalf of the Client.

6.6 Unless stated otherwise the agreed amount or balance payable to the Client for any booking made will be paid to the Client from the Agent, after the Agent receives payment from the customer. It is the Clients responsibility to invoice the Agent before payment can be made.

6.7 The Client agrees that its fee under any contract entered by the Agent on behalf of the Client is inclusive of all expenses, insurance, tolls, holiday entitlements and travelling costs.

6.8 The Client shall be responsible for all taxes payable in respect of the fees associated with any of the contracts which the Agent makes on its behalf pursuant to the terms of this agreement.

6.9 The Client acknowledges that the Agent shall not in any way be liable to the Client in the event of a booking being suspended or cancelled due to any Force Majeure Event and that in such an event the Client shall not be entitled to a fee.

7. ADVERTISING AND PROMOTION

7.1 The Agent shall be responsible for advertising and promoting the Clients vehicles through the Agent's website (actionmediahire.com), social media, industry third parties and printed materials.

7.2 The Client shall provide the Agent with the documents and photographs referred to in clause 4.3 to enable the Agent to comply with its obligations under clause.

7.3 The Client hereby acknowledges and accepts that its vehicles, whilst contained in the Agent's records and databases, are not guaranteed to feature on the Agent's website.

8. DURATION AND TERMINATION

8.1 This agreement shall come into effect on the Commencement Date and, shall continue in force indefinitely thereafter until terminated by either party giving prior written notice in accordance with clause 8.2 to expire on or after the expiry date of the initial term.

8.2 For the purposes of clause 8.1, the notice period shall be not less than two months.

8.3 This agreement may also be terminated by the Agent if the Client is found to be in breach of clause 4.11.

9. EFFECTS OF TERMINATION

9.1 Termination of this agreement, however caused, shall be without prejudice to any rights or liabilities accrued at the date of termination.

9.2 On termination of this agreement for any reason:

(a) if and to the extent that The Commercial Agents (Council Directive) Regulations 1993 (as from time to time amended) apply and provided that the Agent gives notice of its intention as required thereunder, the Agent shall, unless any of the circumstances mentioned in Regulation 18 of those Regulations applies, have the right to be indemnified as provided in Regulation 17 of those Regulations. For the avoidance of doubt, the Agent shall have no right to any compensation under those Regulations on termination of this agreement.

(b) the Agent shall cease to provide the Services.

(c) the Agent shall immediately cease to describe itself as an agent of the Client and cease to use all trademarks, trade names and brand names of the Client (including without limitation on stationery and vehicles).

9.3 For the avoidance of doubt, the provisions of clause 5 shall, notwithstanding termination, continue in force in relation to the provision of the Services where the sale has been concluded before the date of termination.

9.4 Termination shall not affect the operation of clause 4.2 which shall remain in full force and effect.

9.5 Subject as herein provided and to any rights or obligations accrued prior to termination, neither party shall have any further obligation to the other under this agreement.

10. ENTIRE AGREEMENT

This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to it.

11. AMENDMENTS

Save as expressly provided in this agreement, no amendment or variation of this agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.

12. ASSIGNMENT

The Agent shall not without the prior written consent of the Client assign, transfer, charge or deal in any other manner with this agreement or its rights under it or part of it, or purport to do any of the same, nor sub-contract nor appoint sub-agents or delegates of any or all its obligations under this agreement.

13. FREEDOM TO CONTRACT

The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under this agreement.

14. WAIVER

The failure of a party to exercise or enforce any right under this agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.

15. SEVERABILITY

15.1 If any part of this agreement becomes invalid, illegal or unenforceable, the parties shall in such an event negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible gives effect to their intentions as expressed in this agreement. Failure to agree on such a provision within six months of commencement of those negotiations shall result in automatic termination of this agreement. The obligations of the parties under any invalid, illegal or unenforceable provision of the agreement shall be suspended during such a negotiation.

15.2 For the avoidance of doubt, the parties do not consider clauses 4.11 or 8.3 to be of fundamental importance to this agreement.

16. RIGHTS OF THIRD PARTIES

16.1 No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

17. NOTICES

Any notice required to be given pursuant to this agreement shall be in writing and shall be given by delivering the notice by hand at, or by sending the same by prepaid first class post (airmail if to an address outside the country of posting) to the address of the relevant party set out in this agreement, or such other address as either party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery (if delivered by hand) and when received (if sent by post).

18. GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the jurisdiction of the Courts of England and Wales.

April 2023