SIR WHIPPY HIRE / BOOKING TERMS AND CONDITIONS

Us:

Sir Whippy Ltd, Trading from Unit 14 Lakeside Business Park, GU47 9DN and Registered Companies House Number 11795152

For all ice cream van hire: You must be over 18 to book.

How We Work

We operate under several different business models offering our vans for hire for pre-paid, public events, pr work and charity functions. By Hiring or Booking one or more of our vans you will not be able to come within the unit itself without prior consent. The van will remain under Sir Whippy's control at all times and be operated by one of our own staff at all times.

All hire will be confirmed in writing via email by you (The Hirer) and us (Sir Whippy) resulting in a legal binding contract. We (Sir Whippy Ltd) will assume all our Terms and conditions have been read and the hirer (you) are in full agreement to them. On arrival at any event where another operator has been booked by mistake or knowingly without notice to Sir Whippy Ltd providing the same or similar product to that booked with us (Sir Whippy). We will invoice for loss of earnings at our pre agreed service level.

Online Booking

All online bookings of our Ice Cream Vans through our automated booking portal are considered requests for hire. This is because of the nature of our industry we will manually check availability of staff and units before accepting the booking regardless of whether payment has

already been made. All Online Bookings will be confirmed or cancelled withing 48hours of booking via the email address you (The Hirer) provide upon inquiry by us (Sir Whippy).

Our Commitment to you

We (Sir Whippy) run a modern fleet of ice cream vans holding 5 star food hygiene and 10million public and product liability insurance. Please download any of the relevant documents required by yourself or the land owners from our website here: https://sirwhippy.co.uk/our-food-safety-documents. Any bespoke requests for further documentation required must be raised to us by email at least 7 days prior to your event.

We (Sir Whippy) will do everything within our power to, arrive well before the booked time, and provide uniformed fully insured operatives. However in the unlikely event of any delay in arrival or serving due to machinery or mechanical breakdown we (Sir Whippy) will inform and update the hirer and endeavour to repair or to arrange for another vehicle by us or sub-contract with a known and trusted company. Failure to meet our booking obligation by any of the above, or failure to arrive within the first hour of the booking without informing and agreeing with you (The Hirer) would result in a full refund. We accept no liability for severe traffic delays or reasons beyond our control. Sir Whippy Ltd accepts no further liability for compensation over and above the afore mentioned refund conditions due to unforeseen mechanical or machinery failure or reasons beyond our control.

To provide the best service to you we (Sir Whippy) expect you (The Hirer) to provide.

1. **A mobile phone number of someone on site on the day of the hire who will be able to take a call from our driver if the needs exists**
2. **Clear access instructions and address for the location of the hire including where possible WhatThreeWords Coordinates**
3. **Suitable access and parking for the ice cream van. Access needs to be at least 2.5ms wide with at least 3m of height clearance and a parking space of 6m is required. Our driver will assess access on the day – they may refuse to drive to a location they feel is unsafe, unviable or there is a risk of damage to the van or risk of the van getting stuck (for example across a muddy field).**

The hirer is liable for all parking charges, fines or recovery fee incurred by us while we (Sir Whippy) are under instruction by you (The Hirer) to a specific site, serving point requested either at the time of booking or verbal request on day of

hire. In the event of such parking fines we will recover the cost by way of adding to final invoice or by separate invoice at a later date.

Ice Cream Van Hire (Pre paid – Weddings, Parties and Private Functions)

All pre-paid hire fees must be paid in full a week prior to event by means of bank transfer or card via the online portal. Sir Whippy Ltd. reserves the right to cancel any booking where payment has not been received in full by the given date.

A deposit of 50% of the total hire fee will be taking upon booking to secure your chosen vehicle and date. Cancellation of hire by the hirer can be made until 4 weeks prior to the event and a full refund will be given (less a £50 administration charge); cancellation thereafter will not incur a refund. Cancellation should be made in writing by email: only by the person / email account who made the original booking. We (Sir Whippy) will respond to this request within 48hours and outline your options.

Should the hirer request to reschedule an event to another date we will do our upmost to re-book according to availability, if this request is more than two weeks prior to event and we have availability this will incur no charge however if we are unable to reschedule cancellation fees will apply.

We are committed to being honest and transparent and will try our best to accommodate all change or date, cancellation and change of circumstance request on a case by case basis. We offer a common sense approach to all our hires.

We reserve the ride to charge a £50 administration charge to any cancellation or change of date / event requests.

Event hire (Public Event / Festival / Charity Gala Etc)

It is the responsibility of the hirer to inform Sir Whippy Ltd no less than five working days prior to event of any known significant changes, to the event details given at the time of booking to include ticket sales, expected attendee's or cancellation of the event. We reserves the right to invoice and recover costs should an event not be as described by the hirer, at the time of booking.

It is the responsibility of the Event organiser to make sure the allocated space for the Ice Cream Van as such as not to cause annoyance to others by either pollution/illegal or unsafe trading area. Once sited for safety reasons it will not be possible to move the van(s).

We (Sir Whippy) reserve the right to remove any vehicle from an event due to in our opinion conduct likely to cause injury or danger to staff. Right to not enter a site in our opinion will cause damage to either property or company vehicle or remove a van from event hire if the event should not be as described and agreed at the time of booking. Should an event site be inaccessible or legally unsuitable no refund will be available and we reserve the right to recover costs or losses.

Upon hire we will assume to be the sole supplier of Ice Cream, Ice Lollies and all related products for the duration of the event unless agreed by us (Sir Whippy) at the time of booking. All related products sold at an event without prior agreement by Sir Whippy / we reserve the right to reduce percentage donation or commission rate or request a return on our pre paid pitch fee.

We assume the hirer to have read and understand full terms and conditions relating to being sole supplier unless agreed by us (Sir Whippy) prior. Sir Whippy reserve the right to recover costs should an event be double booked by any event organiser or any persons event organiser has delegated to the related event with or without their knowledge.

It is the responsibility of the hirer to inform Scoff and Sip Ltd at the time of booking of any product restrictions relating to products normally associated to be traded by Sir Whippy.

Product Availability

We endeavour to supply and serve all products as advertised and agreed to prior to the booking subject to stock availability from suppliers. We reserve the right to add or withdraw items to our products range without notice.

We will have adequate Mr Whippy soft ice cream for the agreed numbers – Wrapped ice lollies, vegan magnums etc are available on a first come first served basis. If you have a high demand for these products please arrange it with us at least 7 days via email

Due to the nature of our products, we cannot guarantee any 100% nut free products apart from our wrapped allergen free ice lolly.

Pitch Fee / Donations

Companies/Schools/Charities/Organisations will be sent the agreed % donation via bank transfer within five working days of the event. Before calculation of the % the current VAT percentage owed to HM Revenue & Customs on sales will be taken from total. Sir Whippy Ltd reserve the right to deduct van hire expenses from the total days sales before any percentage calculation is made should an event not be as described by you the hirer at the time of booking.

Donations and Commission payments can only be calculated at the agreed percentage once the ice cream van has reached a profitable stage and any percentage agreement will be deemed invalid where the unit has been unable to reach profitability due to circumstances beyond the company's control.

All terms and conditions do not affect your statuary rights.