

Vired Limited t/a Car Quids

Terms & Conditions for Car Owners

Introduction

These are the terms and conditions upon which we instruct vehicle owners to provide promotional or advertising services. When we use words like "we", "our" and "us", we are referring to Vired Limited t/a Car Quids. We are a company registered in England & Wales. Our registered office is located at 4-5 Bonhill Street, London, EC2A 4BX and our registered number is 09061530.

When we use words like "you" or "your", we're referring to you, our client, being a vehicle owner or primary driver described in the "Registration Form", that being the form on our website that sets out the detail of the services and to which these terms and conditions (which we'll refer to as "the Conditions") apply.

Please note that our services are provided subject to these Conditions. We hope that you will take the time to read them through carefully. If there is anything that concerns you or that you do not understand, please raise the issue with us BEFORE you submit the Registration Form to us. We will not amend these Conditions but if you are worried about something, we may be able to reassure you or accommodate your concerns if you tell us before you sign. Once you have submitted the Registration Form to us and we confirm your registration by email, there will be a legally enforceable agreement between us and any further changes can only be made as set out in these Conditions.

1. Interpretation

1.1 We will use a number of words and phrases repeatedly in these Conditions so, to make things a little easier, we will define what we mean when we use them here:

Advertisements mean the Advertiser's vinyl stickers or other promotional materials that you have agreed to display on your Vehicle as part of the Advertising Services.

Advertiser means the advertiser who has instructed us to provide the Services, and whose Advertisements you have agreed to display on your Vehicle.

Advertising Period means the time period during which you shall provide the Advertising Services.

Advertising Services means the services that you have agreed to provide to us, including displaying the Advertisements on your Vehicle, as further described on the Website.

Agreement means this agreement between you, our client, and us, Vired Limited t/a Car Quids, which is made up of the Registration Form and these Conditions. Please note that any earlier documents, such as quotations or estimates do not form part of this Agreement and, whilst we provide them in good faith, they are not binding upon us.

Campaign means the purpose of why the Advertiser requires the Services.

Fees means the fees that we shall pay to you in consideration for the Advertising Services, as we shall set out to you in writing before the Advertising Period and which shall be paid in accordance with clause 4.

Parties, Party means us and/or you.

Registration Form means the online form on our Website, to which these Conditions apply.

Services means our outdoor advertising services that the Advertiser has instructed us to provide for its Campaign, as detailed on the Website and which shall include the Advertising Services.

Vehicle means the motor vehicle that you own or are the primary driver of, and from which you will display the Advertisements.

Website means our website hosted at <https://www.carquids.com>.

1.2 Any reference in this Agreement to any provision of any Act of Parliament shall include reference to any subordinate legislation (as defined in the Interpretation Act 1978) made pursuant thereto and shall be deemed to be a reference to such Act of Parliament or subordinate legislation as amended, modified or re-enacted (whether before or after the date hereof) and any reference to any provision of any such Act or subordinate legislation shall also include where appropriate any provision of which it is a re-enactment (whether with or without modification).

1.3 In this Agreement words denoting the masculine gender shall include the feminine and neuter genders and vice versa and words denoting the singular number shall include the plural and vice versa and references to persons shall include bodies corporate unincorporated associations and partnerships.

1.4 Unless otherwise stated, references to clauses and sub-clauses are references to clauses and sub-clauses of these Conditions. The clause headings are for ease of reference only and shall not affect the construction or interpretation of these Conditions.

1.5 Any reference to "in writing" shall include email.

2. Services

2.1 Under the terms of a separate agreement we have been instructed to provide the Services to the Advertiser, which includes the Advertising Services. In consideration of the Fees, you have agreed to provide the Advertising Services to us in accordance with these Conditions. For the sake of clarity, the Agreement is with us and not with the Advertiser.

2.2 You shall deliver the Advertising Services during the Advertising Period, unless the Agreement is terminated in accordance with these Conditions. At the end of the Advertising Period, we will retain your Registration Form and may notify you should you be suitable for any other Campaigns.

2.3 To provide Advertising Services, you must be either the sole owner of your Vehicle or the primary driver of your Vehicle and have express consent from its owner that you may use the Vehicle for the Advertising Services. You agree to indemnify us against all claims, losses or damages that the Vehicle owner may seek, should you fail to obtain this consent before the Advertising Period.

2.4 We will use our best efforts to match you to a Campaign for you to provide the Advertising Services, but are under no obligation to do so and you are under no obligation to accept Campaigns.

2.5 Prior to the Advertising Period we will notify you of the dates we can either arrange for our mobile fitter to attend your location or for you to bring your Vehicle to a specified location in order for the Advertisements to be applied to your Vehicle. Your Vehicle will need to be presented in a clean state on the fitting date to ensure that any vinyl stickers can be directly applied. If there are

any marks or other cosmetic damage on your Vehicle, we may deem that you are unable to provide the Advertising Services until these are remedied.

2.6 We shall provide the Advertisements to you at our own expense and you shall display these Advertisements on your Vehicle upon our instructions. These Advertisements shall remain our property during the Advertising Period and you agree to either return or dispose of them (upon our instructions) at the end of the Advertising Period or upon the termination of the Agreement, whichever is the sooner. Should you lose or damage the Advertisements during the Advertising Period, we shall deduct sums from the Fees to cover their reasonable replacement value. We shall notify this sum to you in writing.

2.7 If you remove the Advertisements from your Vehicle at any time during the Advertising Period, we shall provide the Advertisements to another Vehicle. We may also, in our sole discretion, terminate the Agreement with immediate effect. You agree to reimburse our reasonable costs for providing the Advertisements to another Vehicle, or we may deduct such sums from the Fees. We shall notify this sum to you in writing.

2.8 You understand and accept that in providing the Advertising Services, vinyl stickers may be applied to your Vehicle. We have taken all reasonable steps to limit risk, but upon application and removal of the vinyl stickers damage may be caused to the Vehicle's paintwork or appearance. In order to mitigate the risk of damage to the paintwork of the Vehicle, we reserve the right to reject any Vehicle we deem to be in poor condition as being unsuitable for the Advertising Services. As we are unable to confirm the condition of your Vehicle prior to application, we will not be liable for any damage caused to your Vehicle during the Advertising Period unless such damage can be evidenced as being caused by us (for example, due to the quality of the vinyl stickers).

2.9 At the end of the Advertising Period we will provide instructions regarding the removal of Advertisements. We use best efforts to make the removal process quick and simple. You agree that you will remove the Advertisements yourself and will dispose of any waste materials safely and in accordance with our instructions (if any).

2.10 From time to time we may perform checks to verify that you are displaying the Advertisements during the Advertising Period and that your Vehicle is maintained in good condition (mechanically and cosmetically). You agree to send us photographs of your Vehicle when requested by us, and in the manner described by us. If for any reason you fail to comply with this clause 2.10 and we consider it reasonable, we may reduce your Fees in a manner that we deem to be appropriate (and as notified to you in writing) and/or terminate the Agreement with immediate effect.

2.11 You agree that any photos, videos or other media that we obtain regarding your Vehicle (or any other information that we may request from you, such as testimonials) can be used as we and/or the Advertiser see fit in the promotion and advertisement of our Services and the Campaign. We confirm that upon your request, we will obscure or otherwise remove your Vehicle's registration plate in all promotional and advertising materials.

2.12 We will not be liable for any damage or vandalism caused to your Vehicle during the Advertising Period, regardless of whether such damage or vandalism is deemed by you or any third party to be caused as result of the Advertisements.

2.13 Should your Vehicle be damaged at any time during the Advertising Period, whether by accident or otherwise, we may reduce the Fees payable to you in a manner that we deem to be appropriate (and as notified to you in writing) and/or terminate the Agreement with immediate effect. This termination shall not be deemed to be termination under clause 7 (Force Majeure).

3. Your Obligations

3.1 You shall:

- (a) maintain valid insurance, MOT and road tax on your Vehicle (or ensure that the Vehicle's owner is maintaining such documentation) and ensure that the Vehicle is legal in all other respects including legally parked during the Advertising Period;
- (b) act at all times during the Advertising Period in the best interests of us and the Advertiser, and to not act in any way that may cause us, the Advertiser or the Campaign to be brought into disrepute;
- (c) ensure that all information that you submit in the Registration Form will be accurate in all material aspects. If we determine in our sole discretion that such information is false, incorrect or misleading we may terminate the Agreement with immediate effect. You shall notify us as soon as possible (but in any event within one week) should the information in the Registration Form need updating, by accessing this link (<http://www.carquids.com/request-edit>) or emailing us at hello@carquids.com;
- (d) ensure that the mileage of your Vehicle is proportional to the mileage stated in the Registration Form;
- (e) drive your Vehicle during the Advertising Period in the areas that we may notify to you;
- (f) use best efforts to park your Vehicle so that the Advertisements are fully visible, or are as visible as possible in the circumstances. You shall avoid parking the Vehicle in off-street parking;
- (g) apply and remove the Advertisements from your Vehicle in accordance with any instructions that we may provide to you, and in using reasonable care and skill;
- (h) notify us as soon as possible should your Vehicle need to be driven away from its registered address or area of advertising for more than 72 hours;
- (i) notify us within 24 hours should any of the Advertisements be damaged, stolen or removed;
- (j) not advertise any other campaign, individual, business or organisation on your Vehicle during the Advertising Period, without our express written consent; and
- (k) direct all queries, comments and complaints to us at hello@carquids.com and not at the Advertiser.

4. Charges and Payment

4.1 Unless we otherwise confirm in writing prior to the Advertising Period, in consideration of your provision of the Advertising Services we shall pay the Fees to your nominated bank account as follows:

- (a) we shall pay 20% of the Fees within 14 days of the end of the first month of the Advertising Period;
- (b) we shall pay 20% of the Fees within 14 days of the end of the second month of the Advertising Period;
- (c) we shall pay the remaining 60% within 14 days of the end of the Advertising Period.

4.2 You shall pay any sums due to us in full, cleared funds within 30 days of the date of our invoice into a bank account nominated in writing by us.

4.5 Without prejudice to any other right or remedy that you may have, if you fail to pay us by the due date:

(a) you shall pay interest on the overdue amount at the rate of 6% per annum above The Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount; and

(b) we may suspend the Advertising Services until payment has been made in full, or terminate the Agreement with immediate effect.

4.6 All sums payable under these Conditions shall become due immediately on its termination, despite any other provision. This clause 4.6 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.

4.7 All amounts due under the Agreement shall be paid in full without any set-off, refund, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.8 You are solely responsible for the declaration or payment of any earnings received under the Agreement to HMRC, and accept that you provide the Advertising Services as a self-employed individual and are not employed by Vired Limited t/a Car Quids or by the Advertiser.

5. Termination

5.1 You are unable to terminate the Agreement during the Advertising Period, but may give notice of termination (as set out in clause 5.2) so long as the termination date is after the end of the Advertising Period.

5.2 Subject to clause 5.1, without affecting any other right or remedy available to it, either Party may terminate this Agreement upon providing one month's written notice to the other Party.

5.3 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

- (a) the other Party fails to pay any amount due under these Conditions on the due date for payment and remains in default not less than 28 days after being notified in writing to make such payment;
- (b) the other Party commits a material breach of these Conditions which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (c) the other Party repeatedly breaches any of these Conditions in such a manner as can justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the Agreement;
- (d) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or

as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- (e) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party (being a company);
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company);
- (h) the holder of a qualifying floating charge over the assets of that other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
- (j) the other Party (being an individual) is the subject of a bankruptcy petition or order;
- (k) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days;
- (l) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 5.3(d) to clause 5.3(k) (inclusive);
- (m) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (n) the other Party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
- (o) there is a change of control of the other Party (within the meaning of section 1124 of the Corporation Tax Act 2010).

5.2 Termination of the Agreement shall be without prejudice to any other rights or remedies that a Party may be entitled to in these Conditions or in law. The termination shall not affect any of the Parties' accrued rights or liabilities nor the coming into or continuance of any provision in these Conditions, which is intended (expressly or impliedly) to come into or continue in force on or after termination.

5.3 Upon termination of the Agreement, you shall return all Advertisements to us or dispose of them upon our instructions.

6. Limitation of liability

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

6.1 Nothing in these Conditions shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; or
- (b) fraud or fraudulent misrepresentation.
- (c) any other matter which cannot be excluded by law

6.2 Subject to clause 6.1:

- (a) we shall under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the the Services; and
- (b) our total liability to you in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equivalent to 200% of the Fees.

6.3 This clause 6 shall survive termination of the Agreement.

7. **Force Majeure**

7.1 No Party shall be liable or be deemed to be in breach of its obligations if its delay in performing, or failure to perform, was due to any cause beyond its reasonable control (an "**Event of Force Majeure**"). An Event of Force Majeure shall include an act of God, explosion, flood, tempest, fire or accident; war or threat of war, national emergency, acts of terrorism, sabotage, insurrection or civil disturbance; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary, regional or local authority; strikes, lock-out or other industrial actions or trade disputes (whether involving employees of the Parties or of a third party); unavailability or shortages of goods, materials, fuel, part-machinery, or transportation; power failure or breakdown in machinery; or default of third party suppliers or subcontractors.

7.2 We agree to give notice to each other upon becoming aware of an Event of Force Majeure. The notice shall contain details of the Event of Force Majeure circumstances. If an Event of Force Majeure continues for more than four weeks, the Party not in default may terminate the Agreement.

7.3 We will not have any liability to each other if the Agreement is terminated due to an Event of Force Majeure.

8. **General**

8.1 These Conditions constitute the entire Agreement between us. You agree that you have not relied upon any representation or statement not set out in these Conditions when entering into the Agreement. You acknowledge that these Conditions supersede all prior agreements, representations, statements and understandings between us.

8.2 From time to time we may amend these Conditions. We will notify you as to the date that the new Conditions will take effect and you acknowledge that your continued provision of the Advertising Services will be deemed to be acceptance of the new Conditions. A change in the Conditions will not effect earlier Agreements, with those Fees having already been guaranteed.

8.3 If either of us waives a breach or default of any of these Conditions by the other, this will not be deemed to be a waiver of any further breach of the same or other provisions. Likewise, if either of us delays or does not exercise any right, power or privilege that it has or may have under these Conditions, this will not be deemed to be a waiver of any breach or default.

8.4 If any court or administrative body of competent jurisdiction finds that any of these Conditions is invalid or unenforceable, that shall not affect the other Conditions. All other provisions shall remain in full force and effect. We both agree to attempt to substitute any invalid or unenforceable Conditions with valid or enforceable Conditions that achieve, to the greatest extent possible, the economic, legal and commercial objectives.

8.5 You may not assign this Agreement or any of your rights and obligations. We will be entitled to assign this Agreement and any of our rights and obligations at any time.

8.6 Nobody other than us, the Parties to the Agreement, shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy any term of the Agreement. This does not affect any right or remedy of a third party, which exists or is available apart from that Act.

8.7 These Conditions shall be governed by and construed in accordance with English law. We both agree to submit to the exclusive jurisdiction of the English Courts.