

TERMS AND CONDITIONS

The purchaser agrees to be fully liable for all charges that may incur at the discretion of Whipdash.

I. General Terms

The rental contract between the purchaser/client and Whipdash is made with the information and the terms provided at the time of booking. All of the given information provided by the purchaser/client is binding and cannot be changed without Whipdash's acceptance. Terms are subject to change.

II. Pricing & Payments

All payments are considered NON-REFUNDABLE and NON-TRANSFERRABLE. Any reduction of service time and/or services does not warrant a reduction in total balance owed to Whipdash.

Payment Types :

1. Credit Cards – All payments made by credit card are subject to a non refundable 6% service fee. It is not necessary for Whipdash to obtain a signature from the purchaser/client to authorize credit card payment from transactions made via telephone or online. Whipdash is authorized to charge the credit card on file for any and all past due balances.
2. Cash and Check Payments – Can be mailed or dropped off in person to our warehouse located at 420 Brandham Lane Charleston, SC 29492.
3. It is recommended that cash payments are hand delivered to our staff. Cash sums received by drivers are considered gratuity and non refundable. See Due dates and Late Payments section for info on payment terms.

Due Dates :

1. Standard Terms – A non-refundable payment of 50% is within 7 days of your booking confirmation and final payment is due 30 days from service. If you are booking less than 30 days from service, a non-refundable payment in full is required within 7 days of receiving your booking confirmation or 24hrs before service, whichever is first. Any additional charges incurred during service will be charged to the credit card on file and are due immediately upon receipt of a "Balance Update" email.
2. Late Payments – If a payment is not received by a due date as described in the Standard Terms above, the credit card on file is automatically charge. If the credit card on file is declined, the client will have an additional 7 days to make an alternate payment to satisfy the balance due. If payment is not received in this time frame, Whipdash is authorized to add late fees to the balance in the amount of 15% of the due amount, and an additional 15% for every 15 days additional the

reservation payment runs late. Once a reservation reaches the 45 days late period without a satisfied balance, the account will be sent to collections and a collections fee of \$250 will be added.

Pricing :

1. Admin Costs – This is associated with the booking and upkeep of the account from helping build and manage the transportation itinerary to checking up with the clients and handling payments and insurance requirements. This is a non-refundable part of all reservations.
2. Vehicle Rental- This includes maintenance and repair, vehicle insurance, and detailing among many other things that make your rental possible.
3. Service Costs – This is related to the customer service received during service from great communication with our operations team to attention to detail and timeliness on the part of our drivers and servers.

III. Confirmation

While we send out many confirmations and reconfirmation prior to service, we request that client call and confirm the times and addresses 48 hours before your scheduled charter time. If confirmation is not made, Whipdash is not responsible for errors associated with your reservation. Make sure you provide us with detailed directions to reduce error.

IV. Rental Use & Service Types

1. Hourly/Daily Rentals –service is booked by the hour or per 8 hour day. The vehicle will be delivered to the location and will remain there until the predetermined time frame has ended or the client has dismissed the vehicle(s). All vehicles booked under this service type receive unlimited driver support to relocate the vehicle on site within the predetermined time frame.
2. Seating Capacity – Our seating capacity is based on the “average” sized person per federal regulations. Overloading the vehicle is dangerous and can cause damages. Any delays or damages related to overloading will be the sole responsibility of the purchaser/client.

V. Authorized Personnel

Purchaser/client gives authorization for anyone listed under “Event Planner” to request changes and add/remove services from their reservation.

VI. Reservation Time

It is of particular importance that the purchaser/client makes allowances for anticipated delays and adheres to the agreed time schedule.

Time Changes : In the event that the purchaser/client wants to change the time of the itinerary, they may do so, only if Whipdash is able to accommodate. Please be advised that we may not be able to make any changes to times once the charter is retained due to scheduling conflicts. There are no refunds for unused time.

Delays : Whipdash is not responsible for traffic delays or delays caused by directions given to the driver by the purchaser/client.

Overtime : Whipdash cannot guarantee the availability of overtime but will do what they can to accommodate the additional needs of the purchaser/client. Overtime starts at 1 minute past the agreed end time and is billed in 15 minute increments at the standard rate in which it was reserved. If the overtime interferes with another charter, the purchaser/client will be held responsible for the monetary refund, if applicable, to the waiting party.

No Shows : A reservation will be considered a “no show” 30 minutes after the scheduled delivery time if the purchaser/client has not made contact with the driver or our staff. Refunds will not be granted in the event of a “no show”.

VII. Conduct

The client/purchaser accepts full liability for all damage(s) done to the vehicle either by yourself or your guests during your charter. You understand that the vehicle has been inspected prior to your charter and found to be of sound condition. You have the right to request an inspection prior to and/or at the conclusion of your charter WITH your driver. If inspections are not requested, then any complaints related to the vehicle are void. The purchaser/client agrees that Whipdash and anyone associated with the service holds no liability for the purchaser/client's actions or the actions of its guests during or after the conclusion of the event. Purchaser/client agrees to be solely responsible for actions, decisions and judgments made and exercised during and after the conclusion of the event. Purchaser/client agrees to hold harmless for any and all losses or illegal charges they or any other person or entity may suffer.

If the driver determines that the behavior of you or your guests for any reason is out of control, unsafe, illegal, dangerous, belligerent, or irresponsible to lives and property, he/she may terminate the reservation immediately without a warning. If a driver terminates the reservation due to guest's misconduct, there will be no refund or credit of any kind.

Whipdash recommends that all personal valuables be removed from the vehicle when unattended. We will not be held responsible for any lost, stolen, or damaged articles.

Damage charges:

\$50.00 minimum for each burn, rip or tear to upholstery.

\$100.00 minimum for extensive cleanup (spills, smoking, trash, etc.)

\$250.00 minimum for shampoo and disinfecting (due to bodily fluids)

\$300.00 minimum for each act of vandalism.

\$300.00 minimum for any escape hatch/roof damages.

VIII. Mechanical Malfunction – What to Expect

Prior To Service : In the event of a mechanical malfunction, Whipdash will notify purchaser/client immediately of the issue and set aside a substitute vehicle(s) while the issue is addressed. If the issue cannot be resolved by the agreed upon service date, purchaser/client will have the option to cancel their reservation for a full refund minus any admin costs. If the substitute vehicle is of lesser value, the difference will be returned after service has been performed.

During Service : In the event of a mechanical malfunction during service, Whipdash will notify purchaser/client in a timely manner. Whipdash is authorized to use a substitute vehicle(s) or contract with another company in order to satisfy the reservation. Should the breakdown of the vehicles cause the reservation in excess of 30 minutes late to the designated event location, Whipdash will reimburse the client for any alternate transportation and/or vendor fees resulting from the late arrival of the vehicle not to exceed the amount of the original contracted amount with Whipdash.

Non-Mechanical Failures : Since Whipdash offers high-tech-equipped vehicles, sometimes temperature and excessive use of all power-operated equipment might be subject to failure under these excess stresses. This will not interfere with the safety of the vehicle itself and therefore will have no effect on continuing services or cost of the contracted charter.

IX. Refunds – What to Expect

In the event a service is not rendered by Whipdash, a refund of that service minus any admin costs may be granted. This excludes situations such as cancellations by the client, force majeure, or inaccurate schedule information (see the cancellations section for more info). If Whipdash does not receive a written dispute within 48 hours from the end of the contract time, client agrees that they are 100% satisfied and happy with all services provided and there are no valid complaints and Client/Purchaser is not entitled to a reimbursement of any kind. Client understands that this would be a separate case from this main contract and therefore have no dispute in general against Whipdash and the payment client authorized.

Admin Cost Refunds : These are non refundable under any circumstance.

Service Costs Refunds : This type of request relates to chartered service only and covers driver performance. Refund may not exceed the amount paid under “Service Costs”.

Vehicle Rental Refunds : This type of request relates to the vehicle and its ability to carry out the agreed reservation. Mechanical malfunctions in which a substitute vehicle was accepted and replaced do not apply. Refunds may not exceed the amount paid under “Vehicle Rental”.

Refunds are processed via our Billing department and can take anywhere from 7-14 days to arrive via check.

X. Cancellations

All cancellations have to be submitted in writing. Any changes to the initial reservation have to be confirmed with Whipdash. Whipdash reserves the right to terminate this or any other contract for noncompliance of the above requests.

If the contract is cancelled by the purchaser/client/authorized personnel or services are reduced after it is signed, Whipdash is still authorized to collect the remaining balance in full. If the vehicle is rented again on the cancelled rental date and time frame for the same amount by another client, Whipdash will grant a full refund minus any admin costs.

Force Majeure – Neither Whipdash or the purchaser/client shall not be deemed in default of the terms and conditions, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations (excluding payments due) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of the party, provided that the party relying upon this provision: (a.) gives prompt written notice thereof, and (b.) takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure impedes Whipdash's ability to provide service to the client, the client will be granted an in-house credit. Whipdash will not refund any payments.

COVID19 – As of November 1, 2020 COVID-19 related cancellations will be handled as described in this section.

- **If you have booked your event or reservation PRIOR to November 1, 2020 and your service date is in the 2020 year, you will receive an in house service credit minus a 35% cancellation fee based on the total cost of your event. If your event or reservation is within 30 days of service, standard cancellation terms apply.**
- **If you have booked your event AFTER June 27, 2020 -or- your service date is in the year 2021, standard cancellation terms apply.**

XI. Agreement

I , the purchaser/client, am satisfied with the terms and conditions above and fully understand and agree. If, for any reasons, I am not fully satisfied with the services I receive, I have 48 hours after the completion of the job to file a complaint in writing via email.