

# TERMS and CONDITIONS

## 1. Supply of Car and Transfer Services

- 1.1 We will supply the Car and Transfer Services for the Wedding Day, beginning at the Pick Up Time and finishing at the End Time. You will pay the Price at the times stated in this contract.
- 1.2 We shall provide the Car and Transfer Services:
  - 1.2.1 with reasonable care and skill; and
  - 1.2.2 in compliance with statutory and regulatory requirements affecting the provision of vehicles and driving services.
- 1.3 A binding contract between you and us will come into being only when we sign the Order Form. Although there may be a binding contract between us, the Wedding Date will not be binding on the Company unless and until we receive your Booking Fee and the amount stated on the Order Form for the estimated Extras.
- 1.4 The wedding cars we provide are up to fifty-five years old. We are not able to guarantee that the Car you have selected in your Booking Form for your Wedding Day will be the Car that we are able to provide, for example in the case of unexpected engine trouble or motor failure every effort will be made to supply a replacement car at no extra cost to you.
- 1.5 We reserve the absolute right to substitute a modern car for any classic or vintage car in the event that there are weather conditions (such as snow or ice) which make driving conditions unsuitable or dangerous for the wedding car at no extra cost to you.
- 1.6 We will always try to inform you in advance of the Wedding Day if we are not able to provide your preferred Car and to offer you a suitable substitute Car although that may not always be possible.
- 1.7 We will get as close as we reasonably can to the locations you have informed us of but depending on the road and weather conditions cannot guarantee a door-to-door service (we always carry umbrellas just in case).
- 1.8 The driver will navigate the route to the destination based on experience, knowledge of the local area and the use of satellite navigation. You may request a route; however, should this result in extra mileage or time being incurred then a charge may be levied.
- 1.9 The Beauford Tourer's have a roof that can be lowered. This is at the discretion of the driver and, due to the nature of the roof, for insurance purposes the full open top can only occur if two drivers are available on the day of hire.
- 1.10 We have specific Wedding Hire Insurance and Public Liability cover; however, we strongly recommend you purchase adequate travel/wedding insurance.

## 2. Booking Fee, Price and payment

- 2.1 You will need to pay the Booking Fee at the time you place the order for the Car and Transfer Services.
- 2.2 You will need to pay the balance of the Price 6 weeks before the Wedding Day.
- 2.3 All amounts stated are exclusive of VAT and any other applicable taxes. We are currently not VAT Registered.
- 2.4 Booking Fees are non-refundable and non-transferable to other dates or vehicles.
- 2.5 The Price is calculated, in part, on the following:
  - 2.5.1 the number of adults and/or children who will be transported;
  - 2.5.2 the duration of hire which will be a maximum of three hours from the Pick Up Time to departing the reception. Additional time is charged at £75.00 per hour;
  - 2.5.3 the distance required to transport you from the Pick Up location, to the Ceremony and the Reception Venue;
  - 2.5.4 the number of trips required;
  - 2.5.5 whether you require the Car for more than three hours;
  - 2.5.6 whether you require any Evening Transfers; and
  - 2.5.7 whether there are any other drop offs or stopping locations in addition to the Ceremony Venue and the Reception Venue
- 2.6 If you change any of these after you have placed your order (and you have signed the Booking Form) then we will have the right to recalculate the Price you will need to pay the Company any additional amount. If you do not wish to pay the new Price then you can cancel our contract (in writing only). If you do cancel the contract in these circumstances you may have to pay the Company for the reasonable costs, expenses or other amounts which we cannot reasonably avoid because of your cancellation. Cancellations are dealt with further in clause 4 below.
- 2.6.1 If you do not pay the Company the amounts you owe to us at the times you are required to do so then we may not provide the Car or Transfer Services.
- 2.6.2 Any alterations made to the booking on the day of service or the requirement for extra time (including adhoc photo stops) will be at the discretion of the driver and may incur an extra charge.

## 3. Cancellations

- 3.1 We often need to make arrangements and carry out planning etc for providing the Car and Transfer Services for

your Wedding. This is done in advance of the Wedding Day. If you cancel the contract, we may have already spent time in doing this and may have turned away other clients. Therefore, we may need to charge you for certain unavoidable costs.

- 3.2 Where you cancel the contract at any time up to *6 weeks* before the Wedding Day you will need only to forfeit the Booking Fee.
- 3.3 Where you cancel the contract between *4 and 6 weeks* before the Wedding Day you will need to pay 50% of the Price. The booking fee may be deducted from the cancellation fee.
- 3.4 Where you cancel the contract between *2 and 4 weeks* before the Wedding Day you will need to pay 75% of the Price. The booking fee may be deducted from the cancellation fee.
- 3.5 Where you cancel the contract *less than a fortnight* before the Wedding Day you will need to pay 100% of the Price. The booking fee may be deducted from the cancellation fee.

#### **4. Our Requirements**

- 4.1 On the Wedding Day we need reasonable access to the Pick Up Location(s), the Ceremony Venue and the Reception Venue and to have use of a parking space (and/or parking permit if available) throughout the time our staff are providing the Car and Transfer Services (if you have a car parking area or the right to use one).
- 4.2 At the time of booking, we need you to please advise us of any narrow or rough roads and any very steep hills that might cause difficulty to limousines, classic or vintage cars. If you make us aware of any tricky road conditions, we will inspect them within 14 days of receiving your booking. If we consider the journey to not be safely navigable in the Car(s) you have chosen, we will advise you and if an alternative Car(s) is not available we will refund your Booking Fee in full.
- 4.3 If the roads deteriorate at any time prior to the wedding please inform us immediately so we can perform a safety inspection.

#### **5. Your obligations**

- 5.1 You will:
  - 5.1.1 Make sure the details supplied are correct, including full postal addresses for all planned stops and timings of ceremonies or other events;
  - 5.1.5 ensure that the people being transported are ready in good time;
  - 5.1.2 ensure that your guests and other persons being transported by us behave in a polite and reasonable fashion to our staff during the day and that those persons do not engage in threatening or offensive behaviour or make or use threatening, offensive, derogatory, sexual or racial comments or words. If you or any of your guests or other persons being transported do behave in any of these ways we will have the right to immediately stop providing the Car and Transport Services;
  - 5.1.3 ensure that your guests and other persons being transported by us do not damage our Cars. If you or any of your guests or other persons being transported do damage our Cars in any way we will have the right to immediately stop providing the Car and Transport Services and may seek to recover the cost of any repairs from you;
  - 5.1.4 ensure that your guests and other persons being transported by us wear seatbelts if provided and observe and/or heed any safety instructions our staff give;
  - 5.1.5 ensure that no red wine, other coloured drink or any food is consumed in the car.
- 5.2 The maximum seating capacity, as detailed by us at the time of booking, must not be exceeded. We require notification at the time of booking of the carriage of any children. We reserve the right for our drivers to refuse the carriage of any person or child who has not been booked in advance or does not have the required child or baby seat (see Terms & Conditions: Seating Capacity & Carriage of Children).
  - 5.2.1 The provision and installation of child seats and or booster seats, if seat belts are available, shall be the responsibility of the hirer. The driver will not have been trained to assist.
  - 5.2.2 If children are to be transported by us you will ensure that there are a sufficient number of adults present to properly supervise them and take care of them in the event of accidents or other events and you acknowledge and agree that the Company will not be responsible for supervising or taking care of them or deal with any matter where their health or care is involved.
- 5.3 We adhere to a strict no smoking/vaping policy in and around all our vehicles.

#### **Liability**

##### **6. Limitation on our liability to you**

- 6.1 Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount, having regard to such factors as whether the damage was due to a negligent a or omission by the Company, our employees or agents. Our liability for death or personal injury is also subject to the limitations set out in clause 8 below.
- 6.2 In the unlikely event of breakdown, we will endeavor to supply an alternative vehicle. Should we be unable to

supply another suitable vehicle, a full refund will be offered. We will not be held responsible for consequential loss resulting from vehicle breakdown.

6.3 We will use all reasonable endeavours to ensure that we deliver the Bride/Groom and Partner 1/2, any bridesmaids and or the Mother of the Bride to the Ceremony Venue in good time for the ceremony (allowing for the Bride to be a little late as tradition requires) however we are unable to guarantee the road conditions or any traffic or accidents on the route or adverse weather conditions and we will not be liable for any missed ceremonies or other events which may be time dependent.

6.4 All property and luggage remains at all times the responsibility of the passengers. We accept no responsibility or liability for the loss or damage, however caused, either whilst in transit or when left in the vehicle. The drivers cannot hold/store/safeguard/transfer any items in the vehicles.

## **7. Limitation and exclusion of liability for personal injury and death**

7.1 We will compensate you for any loss or damage you may suffer if we fail to carry out duties imposed on us by law (including if we cause death or personal injury to you (or those who could be reasonably foreseen as being subject to the Car and Transfer Services by our negligence), unless that failure is attributable to:

7.1.1 your own fault;

7.1.2 the fault of one of the passengers you have asked us to transport;

7.1.3 a third party unconnected with the provision of the Car and Transfer Services under this contract; or

7.1.4 events which we could not have foreseen or forestalled even if we had taken all reasonable care.

7.2 Except in the case of death or personal injury caused by our negligence, our liability under or in connection with this agreement, whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed the sum of either the amount you have paid for a Service or £10,000,000 whichever is the higher. (This does not affect any claim that falls under the various Transportation Acts.)

## **8. Duration and termination**

8.1 This contract shall come into effect on the date that the Company signs the Booking Form, and, unless terminated earlier or as otherwise provided in this contract, shall terminate automatically when we have completed performing the Car and Transfer Services.

8.2 On termination of this contract you shall pay for all Car and Transfer Services still outstanding and for all amounts falling due for payment after the date of termination from commitments we have reasonably and necessarily incurred for the performance of the Car and Transfer Services prior to the date of termination.

## **9. Sub-contracting**

9.1 We can allow others (either in our place or together with us) to provide the Car and Transfer Services without notice to you. If other persons perform the Car and Transfer Services we will still continue to be responsible for the performance of the Car and Transfer Services and our obligations under this contract.

## **10. Contacting each other**

10.1 If you wish to send us any notice or letter then you should to send it to Arrive Wedding Cars, Riverview Cottage, 7 Wilden Lane, Stourport-On-Severn, Worcestershire. DY13 9LS. For the attention of Sharon Grove. If we wish to send you a letter or notice, we shall use the postal and email addresses you have given on the Booking Form.

10.2 We require any cancellations or amendments to be made or confirmed in writing by the signatory of the Booking Form to protect you from hoax calls. (Emails on their own are not acceptable only a letter with an original signature will be accepted).

## **11. Contracts (Right of Third Parties) Act 1999**

11.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

## **12. Reliance on these terms and conditions**

12.1 We intend to rely on these terms and conditions as being the terms and conditions of the contract between you and us. Any changes to the terms and conditions that you wish to make should be put in writing. Any changes will require our agreement.

## **13. Law and Jurisdiction**

13.1 This contract shall be governed and construed by English law and you and we agree to submit to the jurisdiction

of the courts of England and Wales.

#### 14. Definitions

In this contract, the following words have particular meanings:

**Wedding Day:** the date you have indicated in the Booking Form as the date you require our Car and Transfer Services

**Pick Up Location:** the address you have indicated in the Booking Form as the place we are picking the Bride / Partner 1 up from

**Ceremony Venue:** the address you have indicated in the Booking Form as the place we are transporting the Bride / Partner 1 to for the wedding ceremony or civil partnership to take place

**Reception venue:** the address you have indicated in the Booking Form as the place we are transporting the Bride and Groom from the wedding ceremony or civil partnership to

**Bride / Partner 1:** the passenger you have named in the Booking Form

**Groom / Partner 2:** the passenger you have named in the Booking Form

**Pick Up Time:** the time you have indicated in the Booking Form that we should arrive at the Pick Up Location

**End Time:** the time we have made our last drop off and are not required for photographs or other services, which is a maximum of 3 hours from the Pick Up Time, unless otherwise agreed.

**Length of Ceremony:** the approximate length of the wedding/civil partnership service as indicated by you in the Booking Form

**Price:** the total cost of hiring the Car and the provision of a Driver to provide Transfer services including any extras, champagne service, additional trips or evening transfers

**Booking Fee:** a non-refundable payment of £100.00 for the first Car, £50 for any additional Cars to be paid by you at the time you provide us with the completed Booking Form

**Extras:** any additional time (over and above 3 hours) or trips we are asked to carry out either in advance or on the Wedding Day

**Champagne Service:** The provision of a traditional cooler, ice and champagne flutes to serve clients own Champagne, to be served by the driver after the ceremony, if ordered at the time of booking the car. Red wine or other coloured drink is not permitted

**Evening Transfers:** any additional trips we are asked to carry out after the last drop off at the Reception Venue

**The Company:** means Arrive Wedding Cars

**Driver:** our employee or agent who will be driving the Car and chauffeuring the Bride and Groom (and if required your passengers) on the Wedding Day

**Car** means the vintage, classic or limousine car to be provided by the Company to you for the Wedding, to transport the Bride / Partner 1 and/or other passengers from the Pick Up Location to the Ceremony Venue and then from the ceremony to the reception venue on the Date

'We', 'us', 'our' etc means Arrive Wedding Cars of Riverview Cottage, 7 Wilden Lane, Stourport-On-Severn, Worcestershire. DY13 9LS

**Booking Form** means the form which is completed by you and me and which indicates the Transfer Services that you wish me to provide and the Price at which we are willing to provide those Transfer Services (with other details relating to your order) subject to the terms and conditions of this contract;

'Parties' means you and us, and 'Party' shall mean either one of us

'You', 'your' etc means the person described under 'Hirers Details' in the Booking Form and who places an order with us for Transfer Services

END

01299 825620 or 07837960548

[www.arriveweddingcars.co.uk](http://www.arriveweddingcars.co.uk)