

The Old English Wedding Car Company

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 confirm receipt of your signed booking 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 Form and Deposit
- 1.4 The wedding car we provide is more than 85 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 Our wedding car is a defined place of work and therefore it is against the law to smoke in it.
- 1.9 Our classic car is not fitted with seatbelts. Children under the age of three, by law, may not be carried in the car. Children over the age of three may only travel in the rear seats.
- 1.10 By their very nature, classic cars are not particularly accessible. If you have any concerns regarding this, please contact us and we will do our best to accommodate you.

2. Booking Fee, Price and payment

- 2.1 You will need to pay the non-refundable 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 28 days before the Wedding Day.
- 2.3 The Price is calculated, in part, on the following:
 - 2.3.1 the number of adults and/or children who will be transported;
 - 2.3.2 the duration of hire which will be a maximum of four hours from the Pick Up Time to departing the reception. Additional time is charged at £75.00 per hour;
 - 2.3.3 the distance required to transport you from the Pick Up location, to the Ceremony and the Reception Venue;
 - 2.3.4 the number of trips required;
 - 2.3.5 whether you require the Car for more than four hours;
 - 2.3.6 whether you require any Evening Transfers; and
 - 2.3.7 whether there are any other drop offs or stopping locations in addition to the Ceremony Venue and the Reception Venue

- 2.4 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.
- 2.4.1 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.

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 **over 9 months** before the Wedding Day you will need only to forfeit the Deposit Fee.
- 3.3 Where you cancel the contract at any time **over 6 months but less than 9 months** before the Wedding Day you will need to pay **25%** of the Price. The booking fee may be deducted from the cancellation fee.
- 3.4 Where you cancel the contract at any time **over 3 months but less than 6 months** before the Wedding Day you will need to pay **50%** of the Price. The booking fee may be deducted from the cancellation fee.
- 3.5 Where you cancel the contract **less than 3 months** 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 our classic car. 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 Deposit 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 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 or other coloured drink is consumed in the car.

- 5.2 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.

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 act 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 We will use all reasonable endeavors to ensure that we deliver the Bride / Partner 1, 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 and we will not be liable for any missed ceremonies or other events which may be time dependent.

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 send it to **The Old English Wedding Car Company, Hook Place Lodge, Cuckfield Road, Burgess Hill, West Sussex, RH15 8RE** or via email to **oldenglishweddingcar@gmail.com** for the attention of **Mr David Thomas**. 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

Deposit Fee: a non-refundable payment of £75.00 per Car to be paid by you at the time you provide us with the completed Booking Form

Extras: any additional time (over and above 4 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 The Old English Wedding Car Company

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 classic 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 The Old English Wedding Car Company, Hook Place Lodge, Cuckfield Road, Burgess Hill, West Sussex, RH15 8RE

Booking Form means the form which is completed by you and me and which indicates the Transfer Services that you wish us 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 'Customer Details' in the Booking Form and who places an order with us for Transfer Services

END

