TERMS & CONDITIONS OF VEHICLE HIRE

THESE ARE THE TERMS AGREED BETWEEN THE CLIENT
AND VEHICLE SUPPLIER, ARRIVING IN STYLE LTD

Definitions

You, Your, The Client, Clients, The Hirer, The Hirers - Refer to the person/s making the booking who enters into a contract direct with the supplier/s of the chosen vehicle/s.

Vehicle Supplier, Supplier - Refer to the supplier of the vehicles, either who enter into a contract with the client and act as principal to provide their vehicle/s and service on the hire date.

Arriving in Style Ltd, We, Us, Our - Refer to Arriving in Style Ltd its directors and/or employees, who provide vehicles for hire. Arriving in Style Ltd is a wholly owned subsidiary of Golden Classic Vehicles Ltd.

1 – Quotes & Payments

1.1 Quotes - Quotes are valid for up to 6 weeks but will remain adjustable if the number of trips, mileage or hours required differ from those of the original enquiry to those required at the booking stage. In the unlikely event a quote has been incorrectly calculated due to human error and a booking has been made this may be corrected as long as Arriving in Style Ltd has sent notification of the error to the client within 14 days of making their booking, the client may then either accept the corrected quote or cancel the reservation and receive a full refund of all monies paid.

1.2 Deposit Payment - The initial deposit payment ensures the booked vehicle/s have been reserved for the client, removed from availability to others and the administration and/or other outlay in relation to that particular booking starts. The booking is not confirmed until receipt of initial deposit. View T&C's 4.1 for deposit refund in case of cancellation.

1.3 Balance Payment - This final balance payment is due 42 days prior to the booked wedding date unless the client has agreed beforehand an extended final due date in writing from Arriving in Style Ltd. If payment is not received on or before that date the vehicle/s will automatically be deemed as cancelled and all monies paid will be forfeited. Vehicles will not be provided unless the full balance has been received. It is the client's responsibility to ensure the balance is paid on time. Details of how to make payments and type of payments accepted are detailed on the invoice. View T&C's 4.1 for balance refund in case of cancellation

1.4 Full Payment – Any bookings made within 42 days of the booked wedding date will require a Full Payment. The vehicle will not be confirmed as booked until receipt of full payment.

2 – Itinerary Confirmation & Changes

2.1 Itinerary Confirmation - It is the client's responsibility to check their itinerary to ensure it details their full and correct requirements, as anything not listed may not be delivered.

2.2 Changes to Itinerary – Changes to the itinerary such as Changes to timings, Addresses, Additional Trips or a Photo Stop-Off meaning an extension to the hire may be required must be made in writing originating from the email address we have on file. For the client's own protection, changes cannot be accepted over the phone and/or other Messaging Services such as Facebook Messenger, WhatsApp, Skype, etc… An updated Itinerary will be sent to confirm acceptance of the changes. Clients must not automatically assume their changes have been received as emails and letters can go astray so the client must always assume their changes have not been received until they receive an updated itinerary showing the requested changes. Any additional hire cost following changes to the itinerary will be communicated to client prior to updating the itinerary. Changes by the Client not acceptable to the Vehicle Supplier will be deemed as a Cancellation. View T&C's 4.3 Cancellation and Refunds due to unacceptable changes. For advice and help on Itinerary Changes, Timings and examples of additional costs that may occur as a result of a change, please contact an officer of Arriving in Style Ltd.

2.3 Change of Booked Vehicles – If you wish to change your originally booked vehicle meaning the original vehicle is no longer required it will be deemed as a cancellation. View T&C's 4.1 on Cancellation and Refunds

2.4 Route Access & Passes – Clients must advise at the time of booking of any concerns about access to any particular venue and if any part of their journey is not over a normal standard road surface, for example an unmade up road, narrow driveways, sharp turns, track or narrow lane with growth protruding into the pathway of vehicles, or through fords, streams, overhanging trees & cables, higher than normal raised speed humps etc.. as prior assessment of suitability for the vehicle/s may be required, in all cases your driver reserves the right on the day not to take vehicles along unsuitable road surfaces if damage to the vehicles bodywork or its underside could be caused.

Clients accept the drivers will do their best to reach all points in the itinerary as closely as possible but some unexpected road diversions or obstructions such as vehicles parked either side of the road may force the driver to abandon the remainder of the planned route in which case it is agreed that the driver will take the vehicle to the nearest readily accessible point for passengers to be collected or disembarked. The Vehicle Supplier & Driver cannot be held responsible for delays resulting from unexpected diversions and obstructions.

It is the client's responsibility to ensure that any permissions, permits or passes required have been obtained and provided to the vehicle supplier in order to enter private areas, sensitive military areas, private parking or private roads and to remain thereon. Any driver's ID checks must be communicated in advance.

2.5 Extending Hire Time on the Day – Extending the hire beyond that shown on your itinerary is unable to be guaranteed if requested on the actual day. Any agreed extension to timings made on the day with the driver must be paid in cash. Without a cash payment being made on the day prior to extending the hire time the contract will be deemed as fully completed and ended at the original time currently paid up to and shown on the client's itinerary and the client agrees to this. Extension costs are shown on your Itinerary or Invoice.

2.6 Delay to Arrival at Collection Address – In the event a vehicle is en-route to a collection address and encounters a problem which could result in a delay to the scheduled arrival at the collection address the driver must immediately contact the client to inform them of the approximate arrival time (mobile signal permitting and mobile driving laws obeyed).

2.7 Vehicle Departure at End of Hire – The end of hire occurs when the vehicle and its occupants have arrived safely at the final destination address with no further trips planned and the vehicle has reached the hire end time shown on the itinerary. The vehicle/s duty will then be considered completed and therefore it will be free to depart back to base. However, if the end of hire time is not yet reached and if there is no further requirement of the vehicle, it is feasible it could depart earlier the Driver will not leave the final address prior to its end of hire time shown on the itinerary unless permission is given by either the Hirer, Bride/Groom/Best Man or Bride's parent/s.

2.8 Extending Hire Time on the Day – Extending the hire beyond that shown on your itinerary is unable to be guaranteed if requested on the actual day. Any agreed extension to timings made on the day with the driver must be paid in cash. Without a cash payment being made on the day prior to extending the hire time the contract will be deemed as fully completed and ended at the original time currently paid up to and shown on the clients itinerary and the client agrees to this. Extension costs are shown on your Itinerary.

2.9 Delay to Arrival at Collection Address – In the event a vehicle is en-route to a collection address and encounters a problem which could result in a delay to the scheduled arrival at the collection address the driver must immediately contact the client to inform them of the approximate arrival time (mobile signal permitting and mobile driving laws obeyed).

2.10 Vehicle Departure at End of Hire – The end of hire occurs when the vehicle and its occupants have arrived safely at the final destination address with no further trips planned and the vehicle has reached the hire end time shown on the itinerary. The vehicle/s duty will then be considered completed and therefore it will be free to depart back to base. However, if the end of hire time is not yet reached and if there is no further requirement for the vehicle, it is feasible it could depart earlier the Driver will not leave the final address prior to its end of hire time shown on the itinerary unless permission is given by either the Hirer, Bride/Groom/Best Man or Bride's parent/s.

2.11 Itinerary Re-Confirmation – As a sensible precaution and as itineraries are frequently amended the client must as part of these terms and conditions make direct verbal contact with the vehicle supplier contracted to carry out their itinerary to run over the whole itinerary two or three weeks prior to the wedding day but not later than 14 days prior to the wedding day then should any problems come to light they can be rectified before they occur, thus preventing an unwanted situation happening on the wedding day itself.

2.12 Change of Wedding Date – Changing a wedding date after a booking has been confirmed is deemed as a cancellation unless the supplier agrees to postponing the date and the originally booked vehicle is available on the new date. See T&C 4.1 Cancellation by Client or T&C 4.4 Cancelling or Postponing due to "Force Majeure".

3 – Passengers Safety, Vehicles' Specifications & Damages

3.1 Seat Belts - Seat Belts must be worn where fitted. Some vehicles are not fitted with seatbelts due to their classic and vintage age exemption. Clients must take into consideration this safety aspect prior to booking such vehicles, each vehicle page on the Arriving in Style Ltd Ltdwebsite (www.arringinstyle.co.uk) advises if the vehicle has seatbelts fitted. UK law requires all persons to wear seat belts in vehicles where fitted unless you have been given a "Certificate of Exemption from Compulsory Seat Belt Wearing". Copy of Certificate must be forwarded to the vehicle supplier prior to your booked date. More information on Seat Belts Exemption can be found on Government Website.

3.2 Child Seat Belts, Car Seats & Safety - The client must advise on the reservation form if a child using any vehicle will be under 14 years of age on the proposed travel date stating their age at the date of travel. At least one adult member 18yrs + of the wedding party must accompany children when travelling.

Children under 3 years old : Clients/Parents/Guardians must provide the correct child car seat for their children where seatbelts are fitted. There is no exemption for children aged under 3 years old.

Children aged 3 years and above, until they are EITHER 12 years old OR 135 cm tall: Children MUST use the correct restraint, where seat belts are fitted. Children aged 3 years and above can travel unrestrained in the rear of a vehicle that does not have seat belts (only applies to vehicles that were originally manufactured without seat belts).

Wedding Vehicles are NOT considered as Licenced Taxis so Clients/Parents/Guardians/Vehicle Supplier/Drivers must be familiar with the Seat Belt Law. Visit the Child Car Seat Government Website for more information and latest changes. Child seating and safety requirements required by law can be amended and/or changed at any time. The driver has the ultimate responsibility and final say as to whether a child travels in their vehicle if there are any doubts as to the restraint the client has provided.

3.3 Vehicle Seating Capacity & Space - Vehicles are not allowed by law to carry more persons than the vehicle manufacturer's seating capacity. Maximum seating capacities are shown on each vehicle page on Arriving in Style Ltd's website (www.arrivinginstyle.co.uk). It is the client's responsibility to ensure seating arrangements are correct for their needs, also passenger's comfort and style of clothing must be taken into consideration, especially classic and vintage vehicles as they come from an era when vehicles were smaller and passengers tended to be of slighter build than the current day.

3.4 Smoking, Food & Drinks in Vehicles - Smoking is not allowed in any vehicle, this includes electronic type smoking devices (vapes). Food items & drinks must not be consumed inside the vehicle/s unless prior authorisation has been given, in writing.

3.5 Weather Related Safety - In event of very severe weather causing hazardous driving conditions for example snow, thick fog, ice or flood the vehicle suppliers, should they consider driver and passenger safety could be put at risk, reserve the right to either cancel the booking or if available replace the vehicle booked to one better equipped to cope with such extreme driving conditions, it is solely the vehicle supplier and/or driver who will make this decision and will base their decision from handling experience of the particular vehicle/s booked and weather/road condition reports from the media and/or motoring organisations and will advise the client directly at the earliest opportunity of the situation. View T&C's 4.5 on Weather Related Cancellations & Refunds

3.6 Phone Contact with Drivers - UK law states hand held mobile phones are illegal to use when driving, even hands free could be distracting, therefore should a client wish to make urgent contact with their driver on the day the client must understand their driver may not be able to answer the phone if driving, but will attempt to respond to messages left after they have stopped and it is safe and legal to do so.

3.7 Night-time Driving - Wedding Ribbons can cause visibility problems obstructing the view of the road when driving after dark. Therefore, regardless if a client has requested ribbons, the driver alone will make the decision whether to drive their vehicle with ribbons across the windscreen during darkness hours taking into consideration passengers' safety and the route to be used.

3.8 Contents - It is the client's responsibility to ensure they collect their luggage & personal items when leaving the vehicle/s. Vehicle supplier/s do not accept liability for items left in vehicles or the responsibility for forwarding on such items.

3.9 Clothing Damage - It is the responsibility of the wearer to ensure their clothing avoids close proximity or contact with car areas that naturally could produce dirt or grease such as the tyres, exhaust pipes, door shuts/hinges etc. Vehicle suppliers will not be held liable for soiled or damaged clothing. If champagne or another type of drink is served or provided the vehicle supplier and/or driver will not be held liable for damage to clothing or injury to persons caused by spillage, airborne corks or glass breakage, howsoever caused.

3.10 Conduct – The Driver retains the right to refuse to convey any passenger who in their opinion appears to be under the influence of alcohol or other substance and whose condition may put the driver, the vehicle or other passengers at risk. Abusive or offensive behaviour towards the driver is not acceptable, in such situations the driver reserves the right to terminate the hire and vehicle suppliers reserve the right not to make refunds.

3.11 Vehicle's Damage - The client is responsible for any damage to the vehicle exterior and interior during the hire caused by their own, the bridal party or their guest's actions or inaction unless loss or damage was directly caused by the vehicle supplier and/or drivers. Damage also includes, but is not limited to, that caused by clothing studs, zips or sequins, handbags, cameras, diamond rings, military swords etc. In event of passenger illness in the vehicle the cost of a valet and any time out of service may be charged.

4 – Cancellation and Refunds

4.1 Cancellation by Client - The hirer reserves the right to cancel their booking at any time. Booking cancellations must be made in writing by email to the vehicle supplier. The initial standard deposit is non-refundable and non-transferable. Any amount paid over and above the standard reservation deposit for the vehicle hire is fully refundable if written cancellation is received 43 days or more before the booked date, however if cancellation is advised 42 days or less prior to the booked date then full payment will be due to the vehicle supplier. Clients must not automatically assume their cancellation have been received as emails and letters can go astray so the client must always assume their cancellation has not been received until they themselves receive written confirmation of the cancellation as this is their only proof of cancellation.

4.2 Part Cancellation - If clients cancel a vehicle it will be deemed a cancellation of the whole existing contract except where this contained more than one vehicle, in which case an amended contract would be raised for the remaining vehicle/s. If a discount was originally given for booking more than one vehicle it will no longer apply and the amended contract will show the remaining vehicle/s re-quoted at the current standard price. Although the deposit for the cancelled vehicle would be lost there would be no loss of deposit for the remaining vehicle/s.

4.3 Cancellation due to un-acceptable changes to Itinerary - The vehicle supplier will not be required to return the initial deposit, and this will be forfeited by the client. Any amount paid over and above the standard reservation deposit for the vehicle hire is fully refundable if the change of itinerary is made 43 days or more before the booked date, however if the change is advised 42 days or less prior to the booked date then full payment will be due to the vehicle supplier. Un-acceptable changes could include, vastly increased mileages, operating outside of advertised area etc.

4.4 Cancelling or Postponing due to "Force Majeure" – If the government, local authorities and/or official governing bodies issues a ban on weddings for the date the wedding is booked due to "Force Majeure" for such reason as, but not limited to, war, terrorism, earthquakes, hurricanes, acts of government, plagues, pandemics or epidemics this is neither the fault of the client or the vehicle supplier. In this case, the vehicle supplier will allow for any payments made to be transferred to a different date. Any changes to the total cost of hire due to seasonal pricing and/or change of vehicle will be communicated at the time of change or a full refund will be provided less any reasonable cost previously expended by the vehicle supplier for that specific booking prior to the event cancellation being notified and not able to be recovered on future bookings. For example, administration costs expended specific to that booking prior to cancellation, specific bespoke registration plates or styled ribbons purchased that are unable to be used on other weddings, route check completed to ascertain access for the vehicle being hired, these examples are not exhaustive but would be considered reasonable by the Markets & Competitions Authority [MCA]. No cancellation charges are allowed as this would be unreasonable.

4.5 Weather Related Cancellations & Refunds - If due to extreme weather a supplier needs to cancel a booking prior to carrying it out a refund will be made direct to the client by the vehicle supplier. Extreme weather is considered an unpredictable act of god outside the control of the vehicle supplier so some expenses if already expended on the client's behalf will still need to be met. Clients wishing to protect their refund in full must consider wedding insurance that would cover a supplier's failure to meet their contracted obligations in such circumstances. Passenger safety will always be paramount in any decision taken by the vehicle supplier and/or driver.

4.6 Cancellation by Vehicle Supplier - If for any reason a vehicle supplier is unable to provide the booked vehicle, then the vehicle supplier will contact the Client direct and offer an alternative vehicle or a full refund of all monies paid. Vehicle suppliers agree to refund the client directly, within seven days, the total amount the client originally paid via the online payment facility.

4.7 Cancellation due to Modification to the Vehicle - If the vehicle supplier makes major modifications to their vehicle and the vehicle then looks totally different, for example a change of colour or highly visible modifications, then the vehicle supplier must advise the client directly without delay. If the client is not happy with the modification, then the vehicle supplier must provide a full refund as per T&Cs 4.6.

5 – Breakdown or Unavailability of Booked Vehicle

The Section below covers breakdown and unavailability of booked vehicle/s. In all cases, the vehicle supplier is solely responsible for informing the client and to find a solution and/or make refunds. Premier Carriage will be more than happy to assist the client using its extensive contacts should the client require a substitute vehicle.

5.1 Vehicle unavailability due to breakdown, repairs and/or unplanned maintenance - Even the most lovingly cared for and regularly maintained vehicles may at some time in their life break down or require unscheduled maintenance. The Vehicle Supplier cannot be held responsible in the unlikely event that the vehicle reserved or in use suffers such breakdown or accident or other circumstances arise, unforeseen at the time of reservation, that prevents the booked vehicle/s from carrying out the clients' itinerary. In such circumstances and time permitting, the vehicle supplier will immediately and directly inform the client of the situation and then take steps to safeguard the interest of the client either by offering alternative transport from those they have available or by sourcing a replacement elsewhere or offer a refund as per T&C's 4.6

5.2 Breakdown on the Day and Refunds - For vehicles that experience a breakdown/failure during the actual itinerary being carried out a reimbursement will be made by the vehicle supplier and may be proportionate. The vehicle supplier will take into account any trip/s containing passengers listed in the clients itinerary that were already completed or partly carried out prior to the problem manifesting itself and the costs of a replacement vehicle if able to be provided, up to a complete refund for the problem vehicle if a replacement vehicle was unavailable and the whole itinerary was unable to be fulfilled, reimbursement or compensating claims will not exceed a full refund of the total amount the client paid for the problem vehicle and the client confirms this and agrees to make no further claims in the above described circumstances. Dependent on the circumstances of the breakdown a vehicle supplier may offer the client a 'gesture of goodwill'.

5.3 Last Minute Vehicle Change - If a substitute needs to be made urgently on the wedding day itself or very close to the wedding day the vehicle supplier/s will aim to provide as near a match to the original vehicle as possible. The client however should understand that some of the cars are unique especially those that are Vintage and Classic so to provide an exact match may not always be achievable especially at very short notice, the client therefore accepts this and understands the main aim at short notice is being able to provide a vehicle so as not to let the client down. Where time permits the vehicle supplier must contact the client to advise of a change of vehicle if it is obviously different to the one booked, for example a different exterior colour, seating capacity, make or model. If however the supplier and/or driver has tried but been unsuccessful in making contact then the client will retain the option not to accept the replacement on its arrival at the collection address, the vehicle will then return to base and a full refund will be made by the vehicle supplier for the original vehicle. If the client accepts the replacement vehicle either beforehand or on arrival, or it is used by passengers, it will be confirmed as acceptance of the change and no refund will be made unless the replacement vehicle is advertised at a lower price than the one originally booked in which case a refund of the difference will be made. If the replacement vehicle is advertised at a higher price the client will not be responsible for the difference unless this has been agreed with the vehicle supplier beforehand. Where two vehicles are replacing one, the client will not be responsible for any additional cost unless this has been agreed with the vehicle supplier beforehand.

5.4 Unavailability due to vehicle's upgrade - If booking a modern vehicle the client accepts that vehicle suppliers retain the right to upgrade their vehicle/s from time to time to a newer model, if this happens the vehicle supplier will advise the client and guarantee bookings transferred to the new vehicle/s will remain at the originally quoted price, not increased. In event the exterior shade/colour of the vehicle is different from that originally booked the client may either accept this or will have the right to cancel the replacement vehicle and receive a full refund as per T&C's 4.6.

6 – Contractual Responsibilities

6.1 The Terms – These are the terms and conditions of vehicle hire on which the Vehicle Supplier has agreed to supply its services to the Client upon registering their vehicle/s on the Arriving in Style Ltd website. They are to be read in conjunction with the website's terms of use and Privacy Policy.

6.2 Validity of Terms – These terms and conditions will supersede and override all contractual terms and conditions of any other contracting party howsoever and whenever communicated. If any term or condition is found to be invalid due to any regulation or law the remainder of the terms and conditions in the agreement will not be invalid as they shall be separated from the invalid term or condition and shall therefore not impair the validity of those remaining terms and conditions. These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and under the exclusive jurisdiction of the English courts.

6.3 Complaints – Any complaint must be directed to the vehicle supplier concerned, they are solely responsible for rectifying and resolving any issues caused during their contract with the client.

6.4 Changes to the Terms – Arriving in Style Ltd reserves the right to change these terms and conditions at any time without prior notice. If any changes are made, the revised terms and conditions of vehicle hire shall be posted online immediately, Terms and Condition of Vehicle hire.

7 – Reviews and Complaints

7.1 Complaints – Any complaint must be taken up direct with Arriving in Style Ltd Ltd, the vehicle supplier the client hired.

8 – Consumer Rights

8.1 Cooling Off - The consumer rights act does not provide a cooling off period for vehicle rental services booked online, however as a professional company Arriving in Style Ltd believes time should be given for the client to exercise due diligence to satisfy themselves the supplier of the vehicle chosen is able to provide the style and quality of service the client requires, as such we will provide a 48 hour courtesy cooling off period within which time you may change your booking without charge to any other available vehicle and/or vehicle supplier on our website, but should you decide to cancel completely your deposit will be fully refunded less any reasonable administration costs already expended before cancelling. The courtesy period expires 48 hours from our receipt of your deposit, if we have not been advised you wish to change to a different vehicle and supplier within this time you will be confirming the vehicle/s initially chosen and their supplier/s are suitable for your requirements. For your protection, any notification of a change you wish to make to the initial booking within the courtesy period must be in writing/email, we will also confirm by return email any change requested.