

#### Definitions

Company - Suffolk VW Campers Limited.

Customer - The hirer and person responsible for all those in his or her party and agrees to the below terms and conditions/functions howsoever caused.

Deposit – 20% non-refundable deposit and is the sum that must be paid before the Vehicle hire can commence.

Vehicle - "Harold" 1976 VW Bay Camper van.

#### Who are we and what is our service for 2022

**We are Suffolk VW Campers providing a quality uniformed chauffeured VW bay wedding car hire service for up to 5 passengers within 35 miles of Aldeburgh. We provide Excellent customer service and support covering the towns and villages of Ipswich, Manningtree, Framlingham, Wickham Market, Felixstowe, Woodbridge, Framlingham, Eye, Diss, Needham Market, Stowmarket, Beccles, Bungay, Lowestoft, Dunwich, Thorpness, Orford, Southwold and Aldeburgh.**

**With us, you are not just paying for a service from the point of first collection. Our uniformed chauffeured wedding hire includes on average 8 hours of planning and preparation. Our contingencies include route planning via Google Earth, checking for known road closures for an alternative route in the event of the unexpected. We always arrive in the area of the first collection point a hour in advance of the nominated time for final preparations and to ensure the schedule runs smoothly. This hour is free and not included within the wedding package timing.**

#### 1) General Conditions of Hire

- a) The Company reserves the right to refuse a booking.
- b) With the expressed permission of the Customer, the Company may take promotional photographs at the event, photographs taken will remain the sole legal property of the Company. Upon request copies of said photographs may be made available to the Customer for personal use only.
- c) The Company reserves the right at any time to change/replace/renew the Vehicle booked or advertised in order to maintain the Company's high standards, but will always consult with Customer wherever possible.

#### 2) The Company's Liabilities

- a) The Company cannot accept responsibility for adverse weather conditions, or acts by other persons or organisations which may impact adversely on the hire period. Suffolk VW Campers Limited, reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas, due to adverse road or weather conditions or any other reasonable cause.
- b) The Vehicle is regularly serviced and maintained. However, due to the Vehicle's age, the Company cannot accept responsibility for mechanical, electrical or material breakdown. In the unlikely event of a breakdown prior to pick up, every effort will be made for the immediate repair of the Vehicle. A tool box, overalls and large number of spares are carried onboard. Should this not be possible, a full refund of monies will be granted to the Customer. In the event of breakdown, traffic congestion or accident, no responsibility will be accepted for missed connections.
- c) The Company will not accept any liability for any damage or loss of belongings by the Customer or any of their party whilst using our services.
- d) The Vehicle has insurance that covers third party liability to others in respect of death or injury to another person and third party liability for damage to other people's property by our Vehicle.
- e) We do not provide insurance cover or accept responsibility for accident or injury caused to the hirer or passengers in connection with the Vehicle. The hirer must consider the option of travel insurance to cover this risk for their party/passengers. Up to £200 for each person for the medical expenses of anyone who is injured while they are in the vehicle as a result of an accident involving the vehicle is at the discretion of our insurance underwriter.
- f) As the Vehicle is on constant hire there is a risk that the previous hirer has damaged the Vehicle and it is unable to be rented out to you. In this case both the full hire charge paid and any deposit(s) paid will be returned in full to you on the day your hire was due to commence. Suffolk VW Campers Limited will make reasonable enquiries to assist with the hire of an alternative vehicle.

#### 3) The Customer's Liabilities

- a) Customers must note they are liable for any damage caused inside and outside the Vehicle by either themselves or any other member of their party. The Customer will agree to be liable for the total retail cost of the repair and the Company will determine the location of the repair.
- b) There is a strict no smoking, no food policy in the Vehicle. Drink cannot be consumed inside the Vehicle while it is in motion. The Company reserves the right to impose a valeting charge on the Customer, if the Vehicle is misused through food, drink or illness in order to return the Vehicle to its former condition.
- c) The Company reserve the right to refuse entry to the Vehicle by any person(s) they deem unfit, for whatever reason. In this event no refund of monies paid will be given.
- d) Children under 18 travel at their own risk and must be accompanied by an adult in the Vehicle. A travel consent form must be signed by the parent or guardian of any child travelling in our Vehicle on the wedding day.
- e) The law requires the use of seat belts when the Vehicle is in motion. You must wear seat belts when carried in the Vehicle. The Vehicle is equipped with standard three point seat belts for the driver and front seat passenger. Two further three point seat belts and two lap belts for passengers travelling in the rear. You are legally responsible for obtaining and fitting and using a child or baby seat as required by law.

#### 4) What is included with the "Up To Two Hours Wedding/ Civil Partnership Package".

- a) The wedding/civil partnership package costs £320 with one hundred miles included in the price, starting from and finishing at our premises in Snape. Post code IP171SJ. **Additional hours are charged at £45 a hour or part thereof on a minimum hourly basis.**
- b) Up to two hours is included in the price, commencing from our agreed timing from the collection point and concluding upon arrival at the venue or at the agreed time of stand down. **We aim to be near the collection point a hour in advance of the prearranged time to decorate the Vehicle with wedding decorations and reduce any last minute issues. This time does not form part of the two hour package or the time taken to travel from our premises to the collection point.**
- c) The Vehicle will be decorated with coordinating white ribbons or your supplied ribbons & flowers and supplied with a sound system for your chosen music with blue-tooth iPod connection.
- d) Collection of the bride or partner and father, driven in comfort to your chosen venue. Remain there during the service. Then take the wedding couple to the reception venue including remaining at either venue for wedding photography.
- e) Other guests may be transported to the wedding venue subject to time constraints including bridesmaids and/or best man's party.
- f) Quotes assume up to one hour for the ceremony and one hour for photography.
- g) We only ever hire for one wedding a day.
- h) All standard fuel and running costs are included in the price.
- i) We do not apply for any occasional alcohol licence. If you wish to provide a bottle of Champagne to us before your wedding day, we will chill it for you and provide a ice bucket, tray and glass flutes for you to enjoy your Champagne at no additional cost to you.
- j) We provide a hand mirror and large umbrella.
- k) We provide "Just Married" front and rear number plates displayed after the service, if requested.

#### 5) Additional Charges

- a) **Additional hours are charged at £45 a hour or part thereof on a minimum hourly basis.**
- b) Additional mileage is charged at £0.85 a mile.
- c) A valeting charge of £75, in the event the Vehicle is misused through food, drink or illness.
- d) Minor damage repairs carried out by Suffolk VW Campers Limited. For example, replacing or repairing smashed/damaged windows, doors, plastic covers, light lenses. (This is not an exhaustive list). £5.00 per 15 minutes or part thereof.
- e) Professional repairs. Damage repair that cannot reasonably be repaired by Suffolk VW Campers Limited. Charged at cost.

#### 6) Booking & Payment

- a) A deposit of 20% is required on booking.
- b) The 20% deposit must be made via by bank transfer, within 14 days of the hire agreement being sent out.
- c) The customer is responsible for giving a written schedule of events during the hire period, including timings, locations and number of passengers, (Max 5). This is required no later than 42 days before the hire period or if within that period, at the time of booking and shall include wedding date, name, e-mail address, phone number, pick-up address, names and ages of persons travelling in the vehicle, wedding time, wedding venue, reception venue and special instructions.
- d) The total price payable will be quoted once the route and all requirements have been established between the Company and the Customer. Any alterations to the booking, once confirmed (for example, change of venue, pick ups), cannot necessarily be entertained, although every effort will be made to meet the requirements. Alterations however, may incur further costs.
- e) On receipt of the completed booking itinerary and your deposit, we shall confirm the hire by email and/or in writing to your address. The contract comes into effect when we post/email that confirmation to you.
- f) The outstanding balance, which the Customer will be advised on, once the route and all requirements have been established, must be paid no later than 28 days before the hire period by bank transfer. Failing this, we reserve the right to rent out the Vehicle to someone else and keep your booking deposit.
- g) If a booking is made with less than 28 days prior to the hire period, then the balance must be paid in full on booking by bank transfer.

#### 7) Booking Cancellations

- a) Cancellations may be made with a full refund up to 28 days before the hire period. Cancellations will incur the loss of the 20% deposit.
- b) Cancellations may be made between 28 days and 14 days before the hire period. Cancellations made during this period will incur a loss of 50% of the hire charge.
- c) Cancellations may be made within 14 days before the hire period. No hire charges will be refunded.

#### 8) Personal data

- a) Suffolk VW Campers Limited have assessed our data controls and policies to make sure we continue to safeguard your information and meet all the requirements of the General Data Protection Regulations (GDPR). The new General Data Protection Regulation (GDPR) data privacy laws provides consumers with more control over their personal data and transparency over the way that data is used, and places certain obligations on businesses that process this information. For the personal data we do collect, we are committed to your right to privacy and to being transparent about how and why we store your data. We want you to be confident that your information is safe with us. We collect, store and use your personal data only to fulfil our legitimate interest in communicating with you regarding our services and in a manner that you might reasonably expect. When you book the Vehicle, we collect personal information such as your name, email address, date of birth, home address, telephone number, and banking details. This allows us to book the Vehicle and insurance for you. Additionally, our website provider collects non-personal data via cookies and website analytics to optimise our website platform performance and details of visitor behaviour patterns whilst on our website.
- b) Any banking details will be securely destroyed when the security deposit is returned to you following the end of the hire agreement.
- c) We never sell or market your information to third party organisations. Your information is completely safe.

Suffolk VW Campers Limited are registered with the Information Commissioners Office on the Register of Data Controllers in relation to car rental. Registration reference ZA193021.

d) We have a GDPR compliant privacy policy. Please contact us via [suffolkvwcampers@btinternet.com](mailto:suffolkvwcampers@btinternet.com) should you wish to view our detailed General Data Protection Regulation privacy policy. A copy will be available to our self drive hire clients for viewing during our booking in process on arrival at our premises.

e) We have a Facebook page. Should you add your personal information to these social media platforms you are agreeing to their company privacy policies.

f) It is a requirement of our insurance company that we keep copies of hire agreements, your proof of identity and address documents and other related documents for a four years or, if there is a claim for any further period the insurance company require.

h) We do not send general unsolicited emails for marketing purposes. You do not need to do anything the changes automatically apply to you.

#### 11) Credit and debit cards

We do not accept credit or debit cards for Chauffeured Wedding Hires.

#### 12) VAT

VAT where applicable is already included in the hire charges.

#### 13) Governing law

This agreement shall be governed by the law of England and Wales in which this agreement was signed.

#### 14) Agreed Customer Schedule confirmed here.

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#### 15) Release and Indemnity of Suffolk VW Campers Limited

Subject to its obligation to deliver the Vehicle, I release Suffolk VW Campers Limited, its Directors, from any liability to me (regardless of who is at fault) for any loss or damage incurred by me by reason of this agreement, including but not limited to, any loss or damage caused by any accident, breakdown, mechanical defect, or the Vehicle being unsuitable for my purpose. Any loss or damage to any property left in the Vehicle, or at the Suffolk VW Campers Limited premises or otherwise in the possession of Suffolk VW Campers Limited. Subject to any insurance arrangements agreed with Suffolk VW Campers Limited. I hereby indemnify and shall keep indemnified Suffolk VW Campers Limited, its Directors against any claims, demands and expenses (including legal costs) incurred or sustained by them by reason of my use and/or possession of the Vehicle.

#### 16) Whole Agreement

These terms and conditions override and supersede all previous versions and any previous course of dealing between the parties and

incorporate the whole Agreement together with any insurance conditions notified to you at the time of hire or collection. In the event of any inconsistency between these terms and conditions and any other of our literature or on our web site or otherwise, the provisions of these terms and conditions will prevail. If any provision of these terms and conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of these terms and conditions.

17) To be completed by Customer

- a) By making the booking you have entered into a binding contract with Suffolk VW Campers Limited.
- b) The terms and conditions of our insurance company are supplied and can be viewed at our premises. I agree to be bound by the terms and conditions of the insurance which I have seen and read or have had the opportunity to see and read.
- c) I agree I have read and I comply with the terms and conditions listed in this document.

Pages 1 to 4 above.

October 2020 doc.

Hired by .....

Hire date .....

Address .....

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Signature .....

Date .....

Suffolk VW Campers Limited

Company Number 8773191

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