



## TERMS & CONDITIONS

### *Fabulous Cars Classic Hire*

*Proprietor: Ian Brown*

36, Fulford Avenue, Retford, Notts. DN22 7XS

T: 01777-701959 or 07977-898960 W: [fabulouscars.co.uk](http://fabulouscars.co.uk) E: [iansfabcars@btinternet.com](mailto:iansfabcars@btinternet.com)

Here after the person making the booking shall be known as The Hirer.

It will be deemed that The Hirer accepts responsibility for every person in his/her party and fully agrees to the conditions of hire as follows: -

A non-refundable booking fee of £100 for 1 vehicle is required to confirm a booking with Fabulous Cars. The booking fee is non-refundable, due to costs the business incurs at the point of booking and up to the booked date, these include but are not limited to the following, administration and salary costs.

Bookings are not confirmed until a full booking fee has been received.

Fourteen day cooling off period - A fourteen day cooling off period will commence, once you have entered into a contract (booking fee paid) with Fabulous Cars. During the fourteen days you are entitled to cancel your booking for any reason and receive a full refund.

The full outstanding balance of the agreed hire amount is required 28 days prior to the booked date. If the FULL agreed amount has not been received from the hirer, prior to the booked date. Fabulous Cars reserve the right to cancel the booking.

If the hirer cancels a booking (for any reason) any time up to 28 days of the booked date and any of the remaining balance has been paid. The hirer will receive a refund for any other amounts paid, other than the booking fee. The full outstanding balance is due if a cancellation is received within 28 days of the booked date.

Cancellations must be received either in writing in the form of a signed letter or by email from the same email address you have previously provided with your booking details. In this instance we will also contact you by telephone to the telephone number you have previously provided with your booking details. This process is in place to safeguard both parties, the hirer, and Fabulous Cars.

Cancellations where a refund is due will strictly only be paid to the person whose signature is on the booking confirmation form.

It is the responsibility of The Hirer to verify that the published details, dates, times and addresses are correct on the 'booking details' form. The booking is accepted based on the times and itinerary stated.

Every care is taken to maintain our vehicles in first class condition but in the unlikely event that the car / cars are not available, due to accident or breakdown prior to the booked date, Fabulous Cars reserve the right to substitute the car / cars to The Hirer's satisfaction, giving as much notice as possible. On the day of hire, we would always advise the hirer to have an alternative plan in place as a precautionary measure, in the unlikely event of a breakdown on the day that would render the driver unable to continue with the hire. In this unlikely event there is every possibility that we would not be able to provide you with a substitute vehicle due to distance to our vehicle storage.

If such a substitution (as stated above) is not possible, or a breakdown on the date of hire occurred. The liability of Fabulous Cars shall be strictly limited to the refund of hire charge for the specific vehicle, paid under the terms of the booking. Fabulous Cars will not be responsible for any consequential or indirect loss.

Although we will endeavour to meet deadlines, we accept no responsibility for any delays, however caused, (for example, but not limited to: traffic congestion, accidents on route, etc). No responsibility can be accepted for adverse weather conditions (for example, but not limited to: snow, flooding, etc.) which may cause delay or cancellation of a booking by Fabulous Cars.



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Children travelling in the vehicles must be accompanied by an adult at all times.

**VERY IMPORTANT:** Our wedding cars are not private hire registered and therefore child car seat laws must be adhered to at all times. Any children travelling under three years of age and under 15kg in weight must be seated in their own car seat provided and fitted on the day by the parent or guardian (to ensure correct fitting), under no circumstances whatsoever will any child under the age of three (under 15kg in weight) be permitted to travel on the booked day if a car seat is not made available. Booster seats for children aged between 3 years of age (15kg and over in weight) and 12 years or under 135cm tall, (where fitting is possible) must be provided on the day. The laws regarding child car seats can be found at <https://www.gov.uk/child-car-seats-the-rules>

Whilst the Hirer or any member of his/her party are permitted to consume the non-alcoholic champagne inside the vehicle (provided with Full Service only), this is done so at their own risk when stationary or whilst the vehicle is in motion.

The Hirer is responsible for the conduct of all passengers. The Driver may terminate the booking if The Hirer or passengers cause excessive delays, are disorderly or, in the opinion of the Driver, are unfit to travel.

The Hirer shall be fully responsible and liable for any damage caused to the vehicle (interior or exterior) by The Hirer or any member of his/her party, howsoever caused. This includes incitement to ANY third party, which results in damage to the vehicle or its contents. The Hirer will agree to be liable for the total retail cost of the repair, and the location of the repairer will be determined by Fabulous Cars. In addition, The Hirer will be liable to pay Fabulous Cars any further incurred losses i.e., by lost bookings.

Fabulous Cars respectfully requests that, whilst confetti and the like are allowed, and indeed encouraged to add to this special occasion, The Hirer will prevent 'Spray String' and similar substances from being used on both the interior and exterior of the vehicle.

We reserve the right to modify our Terms and Conditions at any time, so please review them frequently. Changes and clarifications will take effect immediately upon their posting on our website [www.fabulouscars.co.uk](http://www.fabulouscars.co.uk)

Bookings are accepted only on the understanding that The Hirer understands and accepts the above terms and conditions, and payment of the booking fee and signature signifies such acceptance.

#### **Definitions:**

**The Hirer:** The person who places an order with Fabulous Cars for transfer services.

**The business:** means Fabulous Cars, 36, Fulford Avenue, Retford, Notts. DN22 7XS.

**'We', 'us', 'our' etc:** means Fabulous Cars, 36, Fulford Avenue, Retford, Notts. DN22 7XS.

**'You', 'your' etc:** means the person described in the Booking Form and who places an order with Fabulous Cars for transfer services

**Hire charge:** The total cost / price of hiring a vehicle from Fabulous Cars and the provision of a driver to provide transfer services.



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**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.

**Booking Fee:** a non-refundable payment to be paid by the hirer at the time a booking is processed.

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

**"This contract between 'Fabulous Cars' and 'The Hirer' shall not become effective until the 'Booking Form' is signed and the initial amount due has been paid. At the time the contract takes effect, 'Fabulous Cars' shall reserve the date and times agreed upon, and not make any other reservations or accept any other clients for said date and time. For this reason, in the event that 'The Hirer' cancels the contract for any reason, all monies paid shall be retained by 'Fabulous Cars' in order to offset its loss of business."**

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