

Westfield Wedding Cars Ltd

Terms and Conditions

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply services to you.

1.2 Why you should read them. Please read these terms carefully before you submit your booking to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

2.1 Who we are. We are Westfield Wedding Cars Ltd, a company trading as Westfield Chauffeur Drive, registered in England and Wales. Our company registration number is 12226580 and our registered office is Rockfield, 44 Beaumont Park, Huddersfield, HD54 5JS. Our company is not registered for VAT.

2.2 How to contact us. You can contact us by telephoning us at 01484 971200 or by writing to us at the above address or by emailing us at info@westfieldchauffeurdrive.co.uk

2.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your booking.

2.4 "Writing" includes emails and SMS (text messages). When we use the words "writing" or "written" in these terms, this includes emails and SMS.

3. Our contract with you

3.1 How we will accept your booking. Our acceptance of your booking will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your booking. If we are unable to accept your booking, we will inform you of this in writing and will not charge you for the service. This might be because the car you have requested is unavailable on the date you have specified, because no chauffeur is available or because we have identified an error in the price or description of the car.

3.3 We only sell our services to the UK.

4. Our services

4.1 Cars may vary slightly from their pictures. The images of the cars on our website are for illustrative purposes only. Although we have made every effort to display the colours and sizes accurately, we cannot guarantee that a device's display accurately reflects the colour and dimensions of the cars. Your car may vary slightly from those images.

4.2 The scope of our services. In usual circumstances, the booking form and subsequent contract is for the collection of the Bride and her Father / Guardian from their designated collection address and onward transportation to the Church. It also covers the journey of the newlyweds from the Church to the designated reception venue. There are no extras to pay unless extra services are requested on the day of the service, these requests are at our discretion and will be charged at our hourly rate.

5. Your rights to make changes

If you wish to make a change to the car you have ordered, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the car,

the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract. Your rights to do this are set out below.

6. Our rights to make changes

6.1 Minor changes to the cars. We may change the car:

- to reflect changes in relevant laws and regulatory requirements; and
- to implement technical adjustments and improvements, for example to address a security threat.

These changes will not affect your use of the car.

6.2 More significant changes to the services. In addition, we may make more substantial changes to the cars, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for anything that you have paid up to that date.

6.3 Extreme weather conditions. In the event of adverse weather conditions on the day of the event, whether current or forecasted, we reserve the right to make changes to the contracted car in the interests of both safety to passengers and to the safeguarding of the car. Adverse weather conditions may include but is not limited to snow, ice and floods.

6.4 Changes to our terms. We may change our terms from time to time, but the terms applicable to your booking will be the terms in force when the booking was made, unless you agree to the change or the change is required due to a change in law.

7. Providing the services

7.1 When we will provide the services. We will provide the services on the date set out in the booking confirmation.

7.2 What will happen if you do not give required information to us. We may need certain information from you so that we can provide the services to you, for example, number of people in the car and addresses for pick-up and drop-off. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and Clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.3 We are not responsible for delays outside our control. If our supply of the services is delayed by an event outside our control, for example due to traffic, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event. We recommend that you are covered with adequate insurance. On the contrary, if our supply of the services is late due to our own fault, then you may treat the contract as at an end straight away, but you must tell us, and you must not make use of the car.

7.4 Your rights if the car becomes unavailable. We will contact you in advance to tell you that we cannot provide the services agreed, unless the problem is urgent or an emergency, for example in case of a breakdown. If we are no longer able to provide you with the contracted car, for example because of theft, damage or breakdown which cannot be repaired before the date of the booking, we will give you the possibility to choose another car of a similar specification, if available. If we are unable to supply a similar car, we will offer you the possibility to choose between a lesser car and a part refund or a full refund. If you opt for the latter, the contract will be considered terminated (and Clause 10.2 will apply). You acknowledge that if an issue arises on the day of the booking, our ability to source another similar car may be limited, particularly for classic cars.

7.5 Your rights to end the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end as soon as you give us written notice and we will refund you in full for any services which have not been provided. You may also be entitled to compensation. The reasons are:

- a) we have told you about an upcoming major change to the services or these terms which you do not agree to (see Clause 6.2);
- b) we have told you about an error in the price or description of the car you have ordered, and you do not wish to proceed (see Clause 12.2);
- c) the supply of the car is significantly delayed because of our fault;
- d) we have notified you we are unable to provide you with the contracted car (and no suitable alternative is available); or
- e) you have a legal right to end the contract because of something we have done wrong.

8. Your right to end the contract

There is no statutory right to cancel. You do not have a statutory right to change your mind in respect of contracts for the supply of accommodation, transport of goods, car rental services, catering or services related to leisure activities, if the contract provides for a specific date or period of performance. The hiring of a car for a wedding falls within this category. Therefore, if you end the contract before it is completed, where we are not at fault, you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them.

Cancellation where we are not at fault. If you want to end a contract before it is completed where we are not at fault, just contact us to let us know. The contract will end immediately, but we will keep any money you have paid in advance as a deposit and may charge you a cancellation fee as compensation for the costs we will incur as a result of your ending the contract. The amount of such a cancellation fee will be dependent on the date on which you end the contract and on whether we will be able to rebook the car. If the car cannot be rebooked and cancellation is communicated more than 10 weeks before the wedding a 50% of the remaining balance is due, whereas if you cancel within 10 or less weeks all of the remaining balance is due. If the car can be rebooked, we will only keep the money you have paid as a deposit and no more money will be owed to us.

9. How to end the contract with us

Tell us you want to end or cancel the contract. To end the contract with us, please let us know by doing one of the following:

- 9.1** Phone or email. Call us on the above phone number and email address. Please provide your name, home address, details of the booking and, where available, your phone number and email address.

10. Our rights to end the contract

10.1 We may end the contract if you break it. We may end the contract for a service at any time by writing to you if:

- you do not make any payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due; or
- you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, addresses for pick-up and drop-off.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in Clause 10.1, we will keep any money you have paid in advance as a deposit and may charge you a cancellation fee as compensation for the costs we will incur as a result of your breaking the contract. The cancellation fee will be calculated on the basis set out at Clause 8 above.

10.3 Cancellation fee exemptions where cancellation is no fault of us or you. If your event has been cancelled and you need to change the date due to any of the reasons listed from (a) to (d) below in this clause, we will allow you to transfer the booking to an alternative date, provided the new

booking date is within 3 months before or after the original date, subject to availability and evidence provided. If the new booking date falls outside of this time frame, then clause 8.0 will come in to affect. The original payment schedule must be adhered to, if the hirer fails to adhere to the original payment terms then clause 8.0 will come in to affect. If there is a price increase due to either a change of vehicle or date (the pricing structure may have seasonal variations), then the hirer must pay the additional cost at the point of the change.

- a) The venue cancels the booking.
- b) A change to government or local council policy which prevents the event from taking place on the original booking date.
- c) The Bride and/or Groom, or immediate family member falls critically ill or dies.
- d) Unavoidable catastrophes that interrupt the expected course of events (Force Majoure), this includes, but not limited to extreme weather, terrorist attacks, a pandemic (as confirmed by The World Health Organisation).

11. If there is a problem with the service

11.1 How to tell us about problems. If you have any questions or complaints about the service, please contact us. You can telephone us on the above phone number and email address.

11.2 Summary of your legal rights. We are under a legal duty to supply services that are in conformity with this contract. See the section below for a summary of your key legal rights in relation to the car service. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

Because your product is **services**, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable. This may apply to any additional services requested on the day.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time. All our bookings are for a specific time and place.

12. Price and payment

12.1 Where to find the price for the car. The price of the car will be the price indicated on the booking pages when you placed your booking. We use our best efforts to ensure that the price of the service advised to you is correct. However please see Clause 12.2 for what happens if we discover an error in the price of the product your booking.

12.2 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your booking so that, where the product's correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the product's correct price at your booking date is higher than the price stated to you, we will contact you for your instructions before we accept your booking. If we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

12.3 When you must pay and how you must pay. We accept payment with Visa, MasterCard and AMEX. This can be done via our online booking system or if you prefer we can arrange this over the

telephone. There is no charge from us for using this payment method. We will invoice you for the total price of the services when we confirm acceptance of your booking. You must make an advance deposit payment of 25% of the booking price within 7 days of the date of our invoice. If you fail to do this, we may end the contract as set out above. You must pay the remaining balance of the invoice by two calendar months before the wedding date shown on the booking form. In the event that you want to book cars at short notice, for these bookings (made within 8 weeks of the service) the full balance will be due at the time the booking is confirmed.

12.4 We can charge interest if you pay late. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Lloyds Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12.5 What to do if you think an invoice is wrong. If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. Our responsibility for loss or damage suffered by you

13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised at Clause 11.2.

14. How we will use your personal information.

We will only give your personal information to third parties where our Privacy Policy allows us to or if the law either requires or allows us to do so. Please see our Privacy Policy

15. Other important terms

15.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the services, we can still require you to make the payment at a later date.

15.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

15.7 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the Chartered Trading Standards Institute via their website at <https://www.tradingstandards.uk/about-ctsi/contact-us>. The Chartered Trading Standards Institute will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the [European Commission Online Dispute Resolution](#) platform.