



Classic Car Hire Terms and Conditions

Whilst the following terms and conditions may seem comprehensive and somewhat daunting it is commonplace for reputable companies such as us, to exist for the protection of both parties. We want your 'special day' to go just as you planned, and this agreement sets out what both parties can expect without interfering with the overall enjoyment of your day.

Please read terms and conditions carefully and should you have any questions at all, then please do not hesitate to contact us.

The Service Provider and the Client are hereafter collectively referred to as the "Parties".

The Client wishes to be provided with the Services (defined below) by the Service Provider and the Service Provider agrees to provide those Services to the Client on the terms and conditions of this Agreement.

Services

1. The Service Provider shall provide the following services ("Services") to the Client in accordance with the terms and conditions of this Agreement:

Provide Classic Car Hire for a 3-hour period unless otherwise stated

Provide ribbon and bows on the vehicle (if required)

Provide decorative flowers on the rear shelf of the car (if required)

2. The Client accepts that the hire of a Surrey Jive vehicle is for a period of 3-hours (unless otherwise stated) starting from the agreed pick-up time. Our cars will arrive 15-minutes prior to departure. If the hire exceeds the agreed period, then the Client will incur additional charges calculated at £70.00 per hour or part of an hour thereafter.
3. No seat belts are fitted in our vehicles (this complies with UK law as they are not required on vehicles prior to 01-01-65). For this reason, children **under the age of 4 years** cannot be carried in them.
4. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control. Whilst every effort has been taken by the Service Provider to ensure that the vehicles are roadworthy and reliable, the vehicles are 'classics' and over 60 years old, and as such we cannot accept responsibility mechanical, electrical or material breakdown. In the unlikely event that the vehicle hired fails to start on the day of booking or breaks down, every effort will be taken by

Surrey Jive Limited - Company No. 6613833

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the Service Provider to provide a replacement vehicle wherever possible. Any reasonable costs incurred by the Client will be borne by the Service Provider together with a refund or partial refund as deemed appropriate by the Service Provider.

5. The consumption of alcohol or food is not permitted unless there has been prior agreement. **Smoking is not allowed in any vehicles**, and pets may not be carried.
6. If the vehicle(s) is/are misused through food, drink or illness then a £100.00 valeting fee will be afforded to cover these costs.
7. The Service Provider reserves the right to refuse entry to the booked vehicle or terminate a journey if the Service Provider feels a person's behaviour is detrimental to safety, or to the vehicle and contents itself. In this event no refund will be provided.
8. The Client accepts full responsibility for every person in his or her party as well as any damage caused to the vehicle(s) both inside or out by the Client or their party. The Client agrees to the total cost of repair, and it will be for the Service Provider to decide where the repairs take place.
9. In the event of an accident or breakdown to the vehicle booked prior to the booking date, attempts will be made to provide an alternative vehicle. A 10% refund will be offered from the total price of the booking. If this is not acceptable to the Client, then **a full refund** will be provided by the Service Provider.
10. No responsibility can be accepted by the service provider in relation to missed connections and/or functions howsoever caused (i.e. weather and traffic conditions). This agreement is not limited to acts of God, war, civil commotion etc.
11. The Service Provider does not accept any liability for personal possessions of either the Client or persons in their party, if left in the vehicle. All items should be removed by the owner at the end of the hire term.
12. The Service Provider may take photographs and video footage at your event for use on our website or on promotional material. Should you object to this, can we be informed of this at the point the balance is paid. Thank you.

Delivery of Services

13. The Client shall provide the Service Provider with the following information at the time of booking:
Start date and time.
Completion date and time.



Venue/Location

14. The Client shall provide the Service Provider with the following information at the time of booking:

Initial Pick-up address.

Time.

Our Car(s) will arrive at the above address 15 minutes before the departure time.

Further Pick-up addresses.

Times.

Price

16. As consideration for the provision of the Services by the Service Provider, the price for the provision of the Services will be given following your initial enquiry.

Payment

17. The Client agrees to pay a **nonrefundable deposit of £100.00** per car for the services to be provided, immediately upon signature of this Agreement.
18. The Service Provider will attach an invoice to the final Agreement detailing the balance payable, and the total cost of the services being provided.
19. Full payment of the said invoice is to be made **no longer than 6 weeks** before completion of the services provided unless otherwise stated by the Service Provider. The method of payment of the invoice by the Client to the Service Provider shall be by:
- Cheque made payable to Surrey Jive Ltd and sent to the following address:
39, Woodstone Avenue, Stoneleigh, Epsom, Surrey, KT17 2JS
 - Direct payment into bank account (details of which shall be provided upon request)

If payment of the invoice from the Service Provider is **not made within 6 weeks** of the date of completion of the services, the Service Provider reserves the right to cancel the booking and pursue payment of the outstanding costs together with any interest



accrued on the outstanding payment. Interest will be charged at the rate of 8% over and above the Bank of England Base Rate on any invoice outstanding for a period of more than 60 days.

Cancellation

20. Either Party may cancel this Agreement at any time upon notice in writing, however:
- (a) If this Agreement is cancelled after the Client has paid the balance in full and within 6 weeks of the date of the services being provided by the Service Provider then the Client accepts that unless there are exceptional circumstances (i.e. a bereavement), any monies refunded will be at the discretion of the Service Provider.

Relationship of the Parties

21. The Parties to this Agreement acknowledge and agree that the Services performed by the Service Provider, shall be as an independent provider and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

Confidentiality

22. Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature without prior permission of the party concerned.

Notices

23. Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, first class post or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Any such communication shall be deemed to have been made to the other Party, if delivered by:
- First class post, 2 days from the date of posting
 - Hand on the date of such delivery; and
 - Electronic mail, when the Party sending such communication receives confirmation of such delivery by electronic mail.



Miscellaneous

24. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
25. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.
26. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
27. This Agreement may not be amended or altered for any other reason without the prior written agreement of both Parties.
28. This Agreement constitutes the entire understanding between the Parties relating to the services to be provided.
29. This Agreement shall be governed by the laws of the jurisdiction in which the Client is located (or if the Client is based in more than one country, the country in which its head office/main address is located).

I have read the above terms and conditions and I fully understand the contents. I hereby agree to abide by the contents outlined within.

SIGNED by
for and on behalf of the Client)

DATED:

SIGNED by **Paul Shepherd**)
for and on behalf of Surrey Jive Ltd
the Service Provider

DATED: