



## Terms and Conditions for Bonnets and Boots Ltd

### Definition of the terms used

**Hire Date** – the date by which we shall provide the Services (as set out in the Quotation).

**Hire Fee** – the fee specified in the Quotation in relation to the provision of the Services.

**Quotation** – the form submitted to the prospective Hirer outlining details of the proposed itinerary and services offered, including the Hire Fee.

**Reservation Fee** – the fee of £100.00 to be paid by you immediately upon on accepting the Quotation. This fee is paid specifically to reserve the date specified in your Quotation. Please note that upon payment of this fee, we shall not offer the date specified on your Quotation to any other customer.

**Services:** the hire of our vintage Land Rover Vehicles for your wedding or other event and the supply of an assigned driver for your hire.

**Us/we**– Bonnets and Boots Ltd, a company registered in Scotland with company number: SC700566 and with a registered office at 5 Glenkindie Hotel Farm Cottage, Glenkindie, Alford, Scotland, AB33 8SX.

**You** – the person(s) responsible for booking/paying for a vehicle and/or persons travelling in a vehicle on the day of the event. You acknowledge that you accept responsibility for each person in the party.

### Our terms

#### 1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we will provide the 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 the Services to you, how you and we may change or end the contract and other important information.

## **2. Information about us and how to contact us**

- 2.1 Who we are.** We are Boots and Bonnets Ltd a company registered in Scotland. Our company registration number is SC700566 and our registered office is at 5 Glenkindie Hotel Farm Cottage, Glenkindie, Alford, Scotland, AB33 8SX. We are the owner of the vehicles
- 2.2 How to contact us.** You can contact us by telephoning our customer service team on 07491 867647 or by writing to us at [hello@bonnetsandboots.co.uk](mailto:hello@bonnetsandboots.co.uk) or 5 Glenkindie Hotel Farm Cottages, Glenkindie, Alford. AB33 8SX.
- 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 order.
- 2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

## **3. Our contract with you**

- 3.1 How you should book the Services.** We shall provide you with the Quotation alongside a copy of these terms and conditions. You shall have a period of 4 weeks from the date of receipt to accept the Quotation. During the period between receipts of the Quotation and your acceptance of the Quotation, the booking shall be provisional and no contract shall be deemed to have been concluded. To accept the Quotation, you must confirm your acceptance to us and pay the Reservation Fee. The payment by you of the Reservation Fee shall be confirmation that you have read and accepted the Quotation and these terms and conditions.
- 3.2 How we will accept your booking.** We shall write to you to confirm acceptance of your booking, at which point a contract will come into existence between you and us.
- 3.3 What happens if you do not accept the Quotation?** If you do not accept the Quotation within 4 weeks of receipt, the Quotation will lapse unless we otherwise agree in writing.
- 3.4 How is the contract made up?** The contract shall comprise of the Quotation and these terms and conditions.
- 3.5 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. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified a material error in the price or description in the Quotation for example.

## **4. Price and payment**

- 4.1 Where to find the Hire Fee for the Services.** The Hire Fee for the Services will be the price indicated on your Quotation.
- 4.2 When you must pay and how you must pay.** We accept payment by bank transfer. Immediately upon acceptance of the Quotation in accordance with clause 3, you shall pay the Reservation Fee. We shall invoice you for the Hire Fee on receipt of the

Reservation Fee. You will be required to make payment of the Hire Fee no later than 30 days before the Hire Date. If the Hire Date is less than 30 days before the date you accept the Quotation, you shall be required to make payment the Hire Fee at the time of booking.

## **5. Our services**

**5.1 Vehicles may vary slightly from their pictures.** The images of the vehicles on our website and social media pages are for illustrative purposes only. Your vehicle may vary slightly from those images. We therefore strongly advise that you arrange a date and time to visit us and personally view the vehicle of your choice prior to booking. In the event that you do not wish to personally view the vehicle, we shall not be liable to you if the vehicle on hire is not as expected.

## **6. Your rights to make changes**

If you wish to make a change to the Services you have booked 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 Hire Fee, the timing of supply or anything else which would be necessary as a result of your requested change. Such changes may be subject to additional charges which shall be agreed in advance of the Hire Date.

## **7. Our rights to make changes**

**7.1 Changes to the Services.** We may:

- (a) change the Services to reflect changes in relevant laws and regulatory requirements;
- (b) change the Services to implement minor technical adjustments and improvements; or
- (c) make any changes to these terms or the Services that are reasonably necessary (for example, changing the hire vehicle to a similar alternative in the event of mechanical failure).

**7.2 More significant changes to the Services and these terms.** In addition, we may make more significant changes to these terms or the Services, but if we do so we will notify you. If these changes are material to the performance of the Services, you may then contact us to end the contract before the changes take effect.

## **8. Providing the Services**

**8.1 When we will provide the Services.** We will provide the Services on the Hire Date.

**8.2 We are not responsible for delays or events outside our control.** We always endeavour to ensure the Services are supplied punctually. If our supply of the Services is delayed by an event outside our control 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.

**8.3 Force majeure.** We shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

**8.4 Where there is substantial delay.** If there is a risk of substantial delay you may contact us to end the contract and receive a refund.

## **9. Information required**

**9.1 Information.** We may need certain information from you so that we can supply the Services to you.

**9.2 Children.** If there are any children under the age of 12, you must notify us prior to accepting the Quotation. You will be required to supply and fit a child seat, which would be fitted in the vehicle. Please note that our vehicles are not compatible with ISOFIX due to their age.

**9.3 Adjustments.** You must notify us prior to booking if there are any adjustments that will be required to make our vehicles more accessible for a passenger. Due to the age and design of our vehicles, some adjustments may not be possible.

**9.4 Further information.** We will contact you to ask for any further information we require.

**9.5 What will happen if you do not provide the required 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 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 supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

## **10. Suspending the Services**

**10.1 Reasons we may suspend the Services to you.** We may have to suspend the Services:

- (a) deal with technical problems or make minor technical changes;
- (b) update the vehicles to reflect changes in relevant laws and regulatory requirements.

## **11. Your rights to end the contract**

**11.1 Ending 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 immediately and we will refund you in full. The reasons are:

- (a) we have told you about a significant and material change to the Services or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;

- (c) you have a legal right to end the contract because of something we have done wrong.

**11.2 Ending the contract where we are not at fault.** Even if we are not at fault, you can still end the contract before it is completed. The contract will end immediately upon notice being served by you to end the contract.

**11.3 Cancellation fee.** If you end the contract where we are not at fault, you will be liable to us for a cancellation fee as compensation for ending the contract. The cancellation fee will be calculated depending on the date on which you end the contract. If you end the contract more than 30 days before the Hire Date, the cancellation fee shall be equal to the Reservation Fee. If you end the contract less than 30 days before the Hire Date, the cancellation fee shall be equal to the Reservation Fee + the Hire Fee. You acknowledge that it will be difficult for us to arrange an alternative customer on the Hire Date if you end the contract less than 30 days before the Hire Date.

**11.4 Replacement customer.** If you cancel less than 30 days before the Hire Date, we shall use our reasonable endeavours to market the Services for the Hire Date. This may involve us contacting customers on a waiting list or marketing the date on our social media pages. The following terms shall apply:

- (a) If we are able to find a replacement customer who makes payment of the full amount set out in your Quotation, you will not be charged the relevant cancellation fee;
- (b) If we are able to find a replacement customer but we are required to discount the hire fee due, the cancellation fee due by you will be the difference between what the replacement customer has paid and your Hire Fee;
- (c) If we are unable to find a replacement customer, you will be liable for the relevant cancellation fee specified in clause 10.3.

## **12. Our rights to end the contract**

**12.1 We may end the contract if you break it.** We may end the contract at any time if:

- (a) you do not make payment of the Hire Fee 30 days before the Hire Date;
- (b) 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; or
- (c) you are refused entry to the vehicle due to behaviour which poses a threat to our team, other passengers or the vehicle or you are unfit to travel in our vehicles.

**12.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in 12.1 we may charge you an amount equal to the cancellation fee set out in clause 11.3 as compensation for you breaking the contract.

## **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.

**14. Our vehicles and your property**

14.1 You shall be liable for the full cost of any repairs required to our vehicles due to any damage caused by you your party.

14.2 All property and valuables in your possession or that of your passengers are carried entirely at your own risk. We shall not be liable for any damage or loss caused to any such property or valuables. We endeavour to return any lost property left in our vehicles to you soon after the Hire Date.

**15. How we may use your personal information**

15.1 **How we may use your personal information.** We will only use your personal information as set out in our data protection policy.

**16. Photographs and digital marketing**

16.1 We may ask for you and your passengers consent to take photographs for marketing purposes. We shall obtain your consent before doing so.

**17. Other important terms**

17.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

17.2 **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.

17.3 **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.

17.4 **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.

17.5 **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 products, we can still require you to make the payment at a later date.

**17.6 Which laws apply to this contract and where you may bring legal proceedings?**  
These terms are governed by Scots law and you can bring legal proceedings in respect of the products in the Scotland courts.