



1 DEFINITIONS & INTERPRETATION

In these Terms & Conditions, the following definitions apply:

"The Company" Shadow, wedding car and chauffeur hire business operating from Flat 2 Harwen House, Castle Street, Eye, Suffolk IP23 7AN. 07708 398338, hello@shadow.wedding

"The Hirer" The person or persons named on the Booking Confirmation who enter into this contract with the Company.

"The Booking" The confirmed reservation of the service on a specified date, as set out in the Booking Confirmation.

"The Booking Confirmation" The written document issued by the Company confirming the agreed vehicle, Itinerary, date, and pricing.

"The Deposit" The non-refundable sum paid by the Hirer at the time of booking to secure the vehicle and date.

"The Balance" The remaining sum due after the Deposit has been paid, payable by the date specified in Clause 5.

"The Itinerary" The agreed schedule of collections, journeys, and drop-offs forming part of the Booking Confirmation.

"Writing" / "Written" Includes email, SMS/text message, and postal letter. Electronic communication is accepted for all notices under these terms.

2 FORMATION OF CONTRACT

2.1 These Terms & Conditions govern all bookings made with the Company and form the entire agreement between the Company and the Hirer.

2.2 A contract is not formed until both (a) the Company has received the required Deposit in cleared funds, and (b) the Company has issued a written Booking Confirmation to the Hirer.

2.3 By paying the Deposit, the Hirer confirms that they have read, understood, and agree to be bound by these Terms & Conditions.

2.4 No verbal agreement, social media message, or oral representation shall form or vary the contract unless confirmed in Writing by the Company.

2.5 The Company reserves the right to decline any booking at its sole discretion and without obligation to provide reasons.

3 THE SERVICES

3.1 The Company will provide chauffeur-driven wedding car hire as specified in the Booking Confirmation, including the agreed vehicle, collection address(es), Itinerary, and agreed chargeable extras.

3.2 The vehicle will be presented in a clean, well-maintained, and professionally dressed condition (ribbons, flowers or decoration as agreed) and driven by a smartly attired, professional chauffeur.

3.3 The Hirer must ensure the Company is provided with full, accurate addresses for all collection and drop-off points, including postcode, at least 30 days before the wedding date. In rural areas, what3words may be a suitable option.

3.4 The Hirer will prepare a detailed written Itinerary, which will be used by The Company to confirm costings and will form part of the agreement. This is required 30 days before the event unless agreed between the parties.

3.5 The Company operates within 30 miles of Horham. Bookings outside this area may be accepted at the Company's discretion and will attract a mileage supplement.

4 BOOKING CONFIRMATION & ACCURACY

- 4.1** It is the Hirer's sole responsibility to check all details on the Booking Confirmation, including but not limited to: , date, times, addresses, and number of passengers.
- 4.2** Any errors or discrepancies must be notified to the Company in Writing within 48 hours of receiving the Booking Confirmation. The Company cannot accept responsibility for errors not notified within this period.
- 4.3** The Hirer warrants that all information provided to the Company is accurate and complete. The Company accepts no liability for any failure to deliver the service arising from inaccurate information provided by the Hirer.

5 PRICING & PAYMENT

- 5.1 Quoted Price** The price quoted by the Company is based on the specific requirements of the Hirer as agreed at the time of booking. The quoted price includes the agreed service, and chauffeur attire. All quotes are valid for 14 days from the date of issue.
- 5.2 Deposit** A non-refundable Deposit of £150 is required to secure the booking. The vehicle and date are not reserved until the Deposit is received in cleared funds and the Booking Confirmation has been signed and returned. The Deposit forms part of the Total Price.
- 5.3 Balance Payment** The remaining Balance is due no later than 4 weeks prior to the wedding date. The Company will issue a reminder 5 weeks before the due date. If no alternative arrangement has been agreed in Writing, failure to pay by the due date may result in cancellation of the booking under Clause 8.
- 5.4 Late Payment** If the Balance is not received by the due date and no communication has been received from the Hirer, the Company will issue a written notice allowing a further 7 days for payment. If payment is still not received, the Company reserves the right to cancel the booking and retain all sums paid to that point as compensation. Late bookings made within 4 weeks of the wedding date require full payment at the time of booking.
- 5.5 Accepted Payment Methods** The Company accepts payment by BACs. All payments must be made in pounds sterling (GBP).
- 5.6 Price Changes** The quoted price will not be changed once the Booking Confirmation has been issued, unless the Hirer requests additional services or changes to the Itinerary that increase the Company's costs, in which case a revised quote will be provided and agreed in Writing before the change is confirmed.
- 5.7 Additional Costs on the Day** Any services requested on the day of the wedding beyond the agreed Itinerary (including additional waiting time, extra journeys, or mileage outside the agreed route) may be charged at the Company's prevailing hourly/mileage rate, payable on the day.
- 5.8** Included in the charging is 30 miles per booking, starting from Horham, Suffolk. Any mileage which exceeds that, will be charged at £3 per mile. This will be calculated based on the Itinerary and included in the Balance amount invoiced.

6 CHANGES TO BOOKINGS

- 6.1 Minor Changes** Minor changes to the Booking (such as timing adjustments of up to 30 minutes, or minor address adjustments) may be made in Writing at no extra charge, subject to the Company's ability to accommodate the change, provided they are notified at least 7 days before the wedding date.
- 6.2 Major Changes** Changes to the date, principal venue addresses, or number of journeys constitute major changes and will require the Itinerary and pricing to be recalculated. Any additional cost must be agreed in Writing before the change is confirmed.
- 6.3 Date Changes** The wedding date cannot be changed except in the circumstances outlined in Clause 8.4. The Company will use best endeavours to meet any request to change the date for other reasons
- 6.4 Changes on the Day** Any changes to the Itinerary requested on the day of the wedding are subject to the Company's availability and agreement. Additional costs arising from changes on the day are payable at the point of request. The Company will use best endeavours to accommodate the changes and will only have one booking on the Day.

7 SERVICE DELIVERY & TIMING

7.1 The Company's chauffeur will arrive at the first collection address at the time stated in the Itinerary, or earlier, and will act in a professional and courteous manner throughout the hire period.

7.2 The Hirer is responsible for ensuring that the vehicle can gain safe and adequate access to, and exit from, all collection and drop-off addresses. Where a chauffeur considers access to be unsafe or restricted, they will stop at the nearest safe and legal point.

7.3 Passenger Punctuality If passengers are late, the Hirer needs to decide how to best achieve the needs and itinerary on the day. If changes are needed due to passenger punctuality, the Company has no liability.

7.4 Route Choice The chauffeur will determine the most suitable route using their professional knowledge and/or satellite navigation. Hirers may request an alternative route, however any additional mileage or time arising from a requested route change may attract an additional charge.

7.5 Company Delays If the Company is delayed for reasons within its control, the Hirer will be notified as soon as reasonably practicable. If the Company is delayed by more than 30 minutes from the scheduled collection time due to its own fault, the Hirer may either (a) accept the delayed service with a partial refund of up to 25% of the booking value, or (b) cancel the booking and receive a full refund.

7.6 Delays Outside Company Control The Company is not liable for delays caused by factors outside its reasonable control, including but not limited to traffic congestion, road closures, accidents, adverse weather, or other Force Majeure events (see Clause 12). The Company will use all reasonable endeavours to mitigate any such delay.

8 CANCELLATION BY THE HIRER

8.1 Right to Cancel The Hirer may cancel the Booking at any time by notifying the Company in Writing. The date of cancellation is the date on which the Company receives written notice.

8.2 Deposit The Deposit paid under Clause 5.2 is non-refundable in all circumstances where the Hirer cancels, as it represents the cost of reserving the vehicle and date and the administrative costs already incurred.

8.3 Cancellation Charges In addition to forfeiting the Deposit, the following cancellation charges apply based on notice given before the wedding date:

Notice Given Before Wedding Date	Amount Due to Company (in addition to Deposit)
More than 12 weeks	Deposit only — no further charge
Between 8 and 12 weeks	50% of the remaining Balance
Between 4 and 8 weeks	75% of the remaining Balance
Less than 4 weeks	100% of the remaining Balance

If the Company is able to rebook the vehicle for the cancelled date, any cancellation fee already paid (beyond the Deposit) will be refunded to the Hirer in full.

8.4 Postponement Exemptions If the wedding is postponed (not cancelled) due to one of the following circumstances, the Hirer may transfer the Booking to a new date without incurring cancellation charges, subject to availability:

- The venue cancels or becomes unavailable through no fault of the Hirer
- Government or local authority restrictions prevent the event from taking place
- The Bride, Groom, or an immediate family member suffers a critical illness or bereavement
- A declared Force Majeure event prevents the event (Clause 12)

The new date must be agreed within 12 months of the original date and is subject to vehicle availability. If the vehicle is unavailable for the new date, the Booking will be cancelled and Clause 8.3 will apply.

8.5 No Statutory Cooling-Off Period Wedding car hire is a service contracted for a specific date and as such is exempt from the 14-day statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. However, the Company offers a non-statutory [24-hour] cooling-off period following the issue of the Booking Confirmation, during which the Hirer may cancel for a full refund of the Deposit minus a £50 administration charge.

9 HIRER'S RESPONSIBILITIES

9.1 The Hirer is responsible for the conduct and behaviour of all passengers travelling in the Company's vehicle at all times during the hire period.

9.2 Any offensive, abusive, threatening, or intimidating behaviour directed at the chauffeur or any employee of the Company will result in the immediate termination of the hire. No refund will be due in such circumstances and the Company reserves the right to involve the police.

9.3 Any person who appears to be under the influence of alcohol or illegal substances to a degree that, in the chauffeur's reasonable opinion, poses a risk to the vehicle, other passengers, or the chauffeur, may be refused entry or removed from the vehicle.

9.4 No Smoking Smoking and the use of e-cigarettes or vaping devices is strictly prohibited in all Company vehicles at all times, in accordance with the Health Act 2006.

9.5 Food & Drink Food and drink (including alcohol) are not permitted in Company vehicles without the prior written consent of the Company. [Where champagne or prosecco is included as an agreed extra, Clause 13 applies.]

9.6 Damage The Hirer will be held fully responsible for any damage caused to the vehicle (interior or exterior) by the Hirer, their guests, or any third party invited by the Hirer during the hire period. This includes but is not limited to: spillages, soiling, vomiting, scratches, and misuse of equipment. The Hirer agrees to pay all costs of repair and/or deep cleaning to restore the vehicle to its pre-hire condition, plus compensation to the Company for any bookings lost while the vehicle is unavailable for repair.

9.7 Confetti & Decorations Small amounts of confetti or petals carried into the vehicle on clothing are acceptable. The deliberate throwing of confetti, rice, silly string, or similar inside or immediately around the vehicle is strictly prohibited. Sparklers and pyrotechnics are not permitted near Company vehicle.

9.8 Personal Belongings The Company and its chauffeur accept no responsibility for any personal belongings left in the vehicle. Passengers should check they have all belongings before leaving. Items found will be held for 28 days and the Hirer is responsible for collection. Valuables should not be left unattended in the vehicle at any time.

10 CANCELLATION BY THE COMPANY

10.1 The Company may cancel the Booking if: (a) the Hirer fails to pay the Balance by the due date and does not communicate with the Company within the notice period set out in Clause 5.4; (b) the Hirer breaches any material term of these conditions; or (c) the Hirer provides false or materially misleading information.

10.2 Where the Company cancels under 10.1 due to the Hirer's default, all sums paid shall be retained by the Company as compensation.

10.3 In the unlikely event that the Company cancels for reasons within its control (other than Force Majeure or circumstances set out in Clause 11) and no suitable alternative can be arranged, the Company will issue a full refund of all sums paid. The Company will make every reasonable effort to notify the Hirer as early as possible and to source a suitable alternative provider.

11 VEHICLE BREAKDOWN & SUBSTITUTION

11.1 The Company maintains all vehicles to a high standard, however unforeseen mechanical failures can occur. In the event of a breakdown or fault prior to the wedding day, the Company will notify the Hirer as soon as possible.

11.2 The Company will endeavour to source an alternative vehicle. If this is acceptable, there will be a 50% refund to the Hirer. If this is not acceptable, and the Hirer sources an alternative vehicle, 100% of the charge will be refunded.

11.3 If a breakdown occurs during the hire, the chauffeur will take all reasonable steps to minimise disruption, including arranging alternative transport where necessary. In such circumstances, a full refund of any unused portion of the hire will be issued.

11.4 The Company strongly recommends that the Hirer obtain wedding insurance to cover the unlikely eventuality of transport failure or cancellation.

12 ADVERSE WEATHER & FORCE MAJEURE

12.1 Force Majeure events include but are not limited to: extreme weather (snow, ice, flooding, storm), road closure by authority, fuel shortages, civil unrest, terrorism, pandemic, or government-imposed restrictions.

12.2 Before Departure If the Company determines, in its reasonable opinion, that it is unsafe to operate its vehicle due to a Force Majeure event before the chauffeur has departed from base, the Company will: (a) notify the Hirer immediately; (b) make all reasonable efforts to source an alternative vehicle or provide the service; and (c) where no alternative is possible, issue a full refund of all sums paid. No further liability shall attach to the Company.

12.3 During Service If a Force Majeure event occurs after the chauffeur has departed from base or during the hire period, the Company will take all reasonable steps to complete the Itinerary. Where completion is not possible, the Company will issue a refund proportional to the service not delivered. No further compensation will be due.

12.4 The Hirer is advised to arrange a backup transport contingency (e.g., a trusted family member with a vehicle, or a local taxi number) to mitigate the risk of disruption on the day.

13 EXTRAS & CHAMPAGNE / PROSECCO

13.1 The Company will provide bottled water, and items such as make-up wipes, tissues and a mirror in the vehicle as part of the Service.

13.2 Champagne, prosecco, wine or alternative drinks can be provided as a Costed Extra. This can be added to the Booking up to 4 weeks prior to the Date.

13.2 The Company will only serve alcohol to passengers aged 18 or over and reserves the right to refuse service at any time. The Company complies with all applicable licensing laws.

13.3 Only refreshments and food provided by the Company are permitted in the vehicle.

13.4 Other extras (e.g. specific floral decoration, personalised signage, red carpet) must be confirmed in Writing and will be set out in the Booking Confirmation.

14 PHOTOGRAPHY & SOCIAL MEDIA

14.1 The Company may take photographs or video footage at weddings attended as part of the service and use such material on its website, social media platforms, and marketing materials for promotional purposes.

14.2 If the Hirer does not wish images of their wedding to be used by the Company, they must notify the Company in Writing before the wedding date. The Company will honour all such requests.

14.3 The Hirer grants the Company a non-exclusive, royalty-free licence to use images in which the Company's vehicles appear, subject to Clause 14.2.

15 LIMITATION OF LIABILITY

15.1 The Company's total liability to the Hirer for any claim arising out of or in connection with the provision of the service shall not exceed the total sum paid by the Hirer for that Booking.

15.2 The Company is not liable for any indirect, consequential, or special losses, including but not limited to: emotional distress, missed ceremonies, or costs incurred in arranging alternative transport where the Company has offered a refund.

15.3 Nothing in these Terms & Conditions limits or excludes the Company's liability for: death or personal injury caused by the Company's negligence; fraud or fraudulent misrepresentation; or any other liability which cannot be excluded or limited under applicable law.

15.4 The Company is not liable for delays or non-performance arising from Force Majeure events (Clause 12) or delays caused by the Hirer's own actions or omissions.

16 INSURANCE & LICENSING

16.1 The Company confirms that it holds valid Hire & Reward (H&R) insurance, enhanced DBS and public liability insurance in the provision of services. Proof is available on request.

16.2 All chauffeurs hold a valid UK driving licence appropriate for the class of vehicle driven and comply with all applicable road traffic and private hire legislation.

16.3 The Company strongly recommends that the Hirer takes out comprehensive wedding insurance that includes cover for transport failure, cancellation, and third-party liability.

17 DATA PROTECTION & PRIVACY

17.1 The Company processes personal data provided by the Hirer in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Personal data is collected solely for the purpose of managing the Booking and delivering the service.

17.2 The Company will not share personal data with third parties except where required by law or as necessary to fulfil the Booking (e.g. a substitute chauffeur or vehicle supplier).

17.3 The Company's full Privacy Policy is available on request and at: www.shadow.wedding

18 COMPLAINTS & DISPUTE RESOLUTION

18.1 Any complaint regarding the service should be raised with the Company as soon as reasonably practicable, and in any event within 7 days of the wedding date.

18.2 The Company will acknowledge all complaints within 3 working days and will endeavour to resolve them within 14 working days.

18.3 The Company is not a member of any trade body. Disputes may also be referred to the Chartered Trading Standards Institute at tradingstandards.uk.

18.4 These Terms & Conditions are governed by English law. Any legal proceedings must be brought in the courts of England and Wales.

19 GENERAL PROVISIONS

19.1 Entire Agreement These Terms & Conditions, together with the Booking Confirmation and any written variations agreed by both parties, constitute the entire agreement between the parties and supersede all prior representations, discussions, or agreements.

19.2 Severability If any provision of these Terms & Conditions is found by a court to be unlawful, invalid, or unenforceable, the remaining provisions will continue in full force and effect.

19.3 Waiver Failure by the Company to enforce any provision of these Terms & Conditions does not constitute a waiver of the right to enforce that provision subsequently.

19.4 Assignment The Hirer may not transfer or assign the Booking or any rights under these Terms & Conditions to a third party without the prior written consent of the Company.

19.5 Third Party Rights These Terms & Conditions do not create any rights enforceable by third parties under the Contracts (Rights of Third Parties) Act 1999.

19.6 Amendments The Company reserves the right to amend these Terms & Conditions from time to time. Confirmed bookings will be subject to the Terms & Conditions in force at the date of booking, unless both parties agree to the change in Writing.