## AMERICAN PIE GROUP TERMS AND CONDITIONS

- 1. Once a telephone booking has been made by Debit or Credit card, you have entered into a booking contract with American Pie UK Ltd AP/CC/QC and cancellation charges will apply from the moment the booking has been taken.
- 2. The hirer is fully responsible & liable for any damage caused both inside & outside the vehicle or its contents by a third party. The hirer agrees to be held liable for the retail cost of any repair as a consequence of any damage caused and that it is American pie Limos discretion to determine who will affect the repairs. The hirer will also be liable at a fixed rate for the loss of work whilst the car is being repaired and unable to be used.
- 3. We shall not be liable or responsible for any articles left in the vehicles & is the hirer's responsibility to advise all party members and to collect any belongings from us we do not post items at all and only keep any item up to 1 month from the hire date before disposing of.
- 4. The driver will not accept any instructions from any member other than the hirer. AP reserves the right to refuse to carry passengers whose behaviour is deemed by the driver to be unacceptable, e.g., but not limited to drunken, abusive behaviour or vomiting and also reserves the right to terminate the hire at any time, with no refund. If there is any soiling or vomiting in or on the limousines the hirer will be charged a statutory £150.00 valeting fee, which is payable immediately & the hirer gives the right for APL to take the balance from the credit/debit card in which the deposit was paid otherwise this will be invoiced for immediate payment to the hirer.
- 5. Personal alcohol, smoking, eating or any illegal substances may not be consumed or carried in any vehicle. AP holds an alcohol license & Tariff to supply all drinks including non-alcoholic a (3 day's notice required please call the office to order note they cannot be purchased on the hire date or with the driver). The opening of the bubbly can be hazardous to occupants of the vehicle& may give rise to damage to the vehicle and should be left to the chauffeur only to open outside the limousine/vehicle. Due to traffic/road conditions etc. AP cannot be held responsible for spilt bubbly or drinks which may fall on clothing or articles. The hirer accepts responsibility on behalf of the hirers party for any losses or damage to the property of AP that is provided in the vehicles, this includes but is not limited to glassware, cd, dvd, players etc.
- 6. In car entertainment such as TV screens, video, DVD, music is provided as a courtesy and does not form part of the cost of the hire if there are any malfunctions prior or during the hire, AP accepts no liability whatsoever and no compensation or refunds will be given.

  7. Most\*\* all of our vehicles are fitted with seat belts and are there to be used by all, it is the passenger's responsibility to use and wear them & the hirer accepts responsibility to advise & supervise all the party adhere to this.
- 8. Minors under the age of 13 must be accompanied by an adult 18+ in the vehicles at all times & the hirer is responsible for making sure all minors/passengers wear the seatbelts in the vehicle at all times. The hirer must provide any child/booster seat & fit this themselves in the vehicle. All\*\* Rolls Royce & Daimler vintage do not have seatbelts fitted and are not required by law.
- 9. The hirer of all vehicles must be 18 years +
- 10. Limousines in the UK are legally bound to carry no more than eight passengers, AP will not at any time compromise on this issue; however H2 Hummer Limousines can carry up to 16 passengers only with a COIF certificate which AP Holds.
- 11. Bookings will only be confirmed with either

Deposit/50% of the total cost or the full amount + all relevant fees\*\*\* additionally added and Balances have to be paid 14 days prior to the hire date – with the exception of – (two calendar months before for all weddings & by the last working bank day of March of each year for all Proms/school leaving/Balls etc.) & the hirer gives the right for AP to take the

balance from the payment card in which the deposit was paid if an alternative payment for the balance is not received prior to the due date.

- 12. AP reserves the right, and the hirer accepts that we can change the specification of the vehicle booked at any time where the replacement vehicle is of a lesser value or specification, an appropriate adjustment is made in favour of the hirer, as per AP prices, but no refunds or compensation will be made.
- 13. AP reserves the right to sub-contract a third party without reference to the hirer.
- 14 In the event that a vehicle is subject to an accidental or mechanical failure, or is no longer safe to drive, then APL shall make alternative arrangements to get the hirer and party to your destination. It is at APL's entire discretion to determine the method of onward travel, alternatively the hirer may make alternative arrangements at their cost, for which no claim can be made against APL. The hirer accepts that the hire is based on a best endeavour basis and therefore, no specific guarantees can be made in terms of time, reliability of the vehicle and/or events out of our direct control of the chauffeur or AP.
- 15. Absolutely no guaranteed timings can be given, as all pick-up times are approximate and the vehicle may arrive sooner or later than the original booking time all this depends but is not limited to road & traffic conditions for example, but your hired time will not be effected, please allow 15 minutes before calling the office.
- If your booking exceeds the original time booked, charges will be made & you authorise APL to deduct this fee from your credit/debit card (the fee is charged at £150.00 per hour or part of) except Airport charges which are different for delayed flights, waiting time is charged at £75.00 per hour or part of and there is a maximum waiting time of 2 hours (as long as the vehicle is able to wait & other work is not affected. If the vehicle had to leave, no alternative transport, refunds or compensations will be made/paid).
- 16. Hirers must use their own child seat for infants/children, but they are to fit the seats themselves to make sure it fits securely & correctly & on a forward facing seat only.
- 17. The hirer shall be responsible for any parking charges and any toll or congestion charges, which shall be charged at cost on top of the hire price. This will be & you give permissions for this to be charged to your card / invoiced asap.
- 18. Any changes to your booking within 14 days must be in writing & agreed with APL and an administration charge of £30.00 will be charged per change processed.
- If you wish to transfer your hire to a different date. (Bookings are non-transferable within 14 days (two calendar months for weddings) of the hire & will be treat as a cancellation). The transfer date must be within three months of the original date booked or it will be treat as a cancellation and non transferable, cancellation charges apply.
- 19. All cancellations must be in writing. All deposits\*\* & c/card/processing fees are non-refundable. In the event of cancellation within 14days, (two calendar months for all weddings & proms etc) all monies (full amount) of hire are to be paid or are non-refundable. Cancellation charges apply from when written notice is received by ourselves. \*\* if you are contracting with us as a consumer, online, by phone, at a wedding fair or any other venue than our office you have the right to cancel your contract at any time up to 14 calendar days after the day on which you ordered our services. Should you wish to cancel your order, you must do so in writing either by email (see email addresses below) or by letter to: American Pie UK Ltd, 100a School Road, Wales, Sheffield, S26 5QJ, quoting your name and reference trip number.

The cancellation date applies from when we at American Pie receive this.

- 20. AP reserves the right to charge a refundable bond on certain hires, i.e. weddings, sporting events, race days, and airports: further information on this is available upon request.
- 21. The limousine divider between the driver and passengers has to be down at all times.
- 22. Complaints Procedure: Placed in writing only by the hirer please allow up to 28 days for correspondence. note this cannot be dealt with over the telephone.
- 23. AP reserve the right to cancel any hire due to unforeseen events/circumstances e.g.: weather/road conditions /traffic flow/delays. A full refund of the hire cost paid will be refunded by the same means the hire was paid. No compensation or additional fees will be paid.

- 24. All amendments/payments made to your booking can only be made during office hours 0930-1730 Mon-Fri. Any alterations within 14 days must be made in writing/email by the hirer & the hirer must call the office to confirm the changes have been made by the office. 25. Items given complimentary are always subject to availability while stocks last and do not form part of the hire cost.
- 26. Although every effort is made, special requirements cannot be guaranteed.
- 27. If fuel exceeds the cost of £1.39 per litre petrol + £1.39 per litre diesel bookings will/may be subject to a further 10% surcharge on top of the hire cost total which the hirer agrees to pay.
- 28. The hirer is fully aware that chauffeurs will only be able to carry out what is listed on the confirmation, any special requirements or additions must be cleared via the office prior call 01909 515117.
- 29. All convertible vehicles shall leave the premises with the roof up/closed unless otherwise directed by the client as a special requirement at least 7 (seven) days prior to the hire date + stated on your confirmation in writing by ourselves.
- 30. It is the client's responsibility to inform the office 01909 515117 of a telephone number for on the day of your hire that is always contactable.
- 31. Return Airport Collections: Clients must text /call the on call number 07787434262 to inform APL that the flight is delayed, If delayed and APL cannot cover the new times the hirer accepts no refund can be given.
- 32. All wedding packages when requested may include Ribbons/Bows/Bubbly/Red Carpet these items are complimentary and do not form part of the hire cost, we do our utmost to provide these but these cannot be guaranteed.
- 33. To view our Privacy Policy, please visit <a href="www.cupidcarriages.co.uk">www.cupidcarriages.co.uk</a> (bottom of pages) or call 01909 515117 for a copy to be posted.
- 34. No Alcohol for under 18's a challenge 25 policy Photo ID essential/required to be shown to driver.\*\*\*\*
- 35. Airports are now charging drop off and collection / parking fees which are all additional to the hire cost. You the hirer will be charged after the trip is complete upon which you agree to

APL reserves the right to refuse or cancel any hire at any time Contact Details:

Email: info@americanpielimos.co.uk Email: info@cupidcarriages.co.uk Email: info@quantumchauffeur.co.uk

APL Terms & conditions apply to all bookings made under #APL=American Pie Limousines/CC=Cupid Carriages/Q=Quantum Chauffeur Hire/ Bentley&RollsRoyce Hire Etc.