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# CONTRACT TO SUPPLY WEDDING TRANSPORT SERVICES

[CLIENT.Contact], with an address at [CLIENT ADDRESS] (“Client”), and Vanilla Chinchilla Ltd T/A Buttercup Bus Vintage Campers, with a business address at 2 Waterworks Cottages, Waddon Way, Croydon, CR0 4HY (“Provider”), enter into this Contract for the performance of services as set forth in the Booking Details below and made part of this Agreement, on the following terms and conditions:

## BOOKING DETAILS

The following details have been submitted by you (the Client) via our online booking form. These are the details under which we will provide the wedding transport service.

If any of these details change, it is important that you let us know, as per the terms and conditions outlined below.

**INSERT BOOKING FORM HERE!!!**

## TERMS & CONDITIONS OF WEDDING TRANSPORT SERVICE

### 1. What these terms cover

Please find set out below the terms and conditions upon which we, **Vanilla Chinchilla Ltd T/A Buttercup Bus Vintage Campers**, will provide our wedding transport services to you. Please read the Terms carefully and make sure you understand them. If there are any Terms you do not understand, please do not hesitate to contact us and we will provide clarification. If you think that there is a mistake in these terms, please contact us to discuss.

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*Registered Company [7459387](https://www.gov.uk/individual-search-results/7459387)*

*2 Waterworks Cottages, Waddon Way, Croydon, CR0 4HY*

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Please note that by ticking the checkbox on the booking form, you agree to be bound by these Terms. If you do not accept our Terms please refrain from proceeding with your proposed booking. We recommend that you print a copy of this for future reference.

## 2. About us

**2.1 Who we are.** We are trading as Buttercup Bus Vintage Campers, registered as Vanilla Chinchilla Ltd a company in England and Wales. Our company registration number is 7459387 and our registered office is at 2 Waterworks Cottages, Waddon Way, Croydon, CR0 4HY.

In these Terms, we will refer to ourselves as per our trading name, “Buttercup Bus Vintage Campers”.

**2.2 What services do we provide?** We specialise in retro VW campervans and beetles for a range of services to include wedding transport, campervan photobooths, self-drive holidays and promotional tours. These terms are in relation to the wedding transport services only.

**2.3 How to contact us.** You can contact us by telephoning us on 0203 582 0289 or by writing to us by email via our [Contacts](#) page.

**2.4 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, in line with our [privacy policy](#).

**2.5 The term “Writing”** includes emails. When we use the words “writing” or “written” in these terms, this includes emails, WhatsApp, responses to social media enquiries and SMS.

## 3. Our contract with you



**3.1 The booking process** Once we have confirmed availability and pricing with you, we will issue you with an online booking form so that you can provide details of your booking, to include information on the date, timings, locations, passengers and contact details.

This booking form will also have a tick-box, which you must select to accept these terms and conditions.

Once we receive the booking form, we will confirm that we are able to fulfil the booking and will issue you with a booking deposit invoice.

**3.2 How we will accept your booking.** Our acceptance of your booking will take place when we email you a receipt for your booking deposit, at which point this contract will come into existence on these terms between you and Buttercup Bus Vintage Campers.

## 4. Our services

**4.1 Vehicles may vary slightly from their pictures.** The vehicle you book will be the actual vehicle provided on the day. Whilst we have made every effort to display the colours and sizes accurately, we cannot guarantee that your computer, mobile device or printer will accurately display the colour and dimensions of the cars, hence any slight deviation from those images.

**4.2 The scope of our services.** Your booking form and subsequent contract is for the collection of the wedding party from the specified collection address and onward transportation to the ceremony. Where booked, it also includes the journey from the Ceremony venue to the designated reception venue.

**4.3 Special services included in the contract.** Where selected in the booking form, we may include special services alongside the booked wedding transport, to include soft drinks hampers, hampers for your own alcoholic drinks, personalised bunting and additional hours of service.

If you have also selected our campervan photobooth services, the terms of that part of the service will be covered under separate terms and conditions.



**4.4 Late alterations to booking.** Any alterations made to the booking on the day of the service or a request for additional time above the agreed finish time in the booking form, is at the discretion of our driver. Alterations made on the day will incur an extra charge (which we will invoice to you after the wedding day) or may not be honoured if that conflicts with another booking.

**4.5 No smoking policy.** UK law prohibits smoking in cars used by the public and we adopt a strict No Smoking policy.

**4.6 Choice of route.** The driver will use their skill and judgement to ensure the vehicle is driven at a lawful, safe and sensible speed in relation to the road and weather conditions.

Our driver will choose the route based on experience, instructions from Buttercup Bus Vintage Campers' head office and/ or use of satellite navigation. Satellite navigation will be used (on silent) for all journeys as a tool to manage anticipating junctions, or re-routing in the event of unexpected traffic or road blocks.

On the day, if the Customer prefers, the driver will accept a route requested by you, if you provide details throughout the journey.

Our vehicles are tracked via Telematics to provide information about the hired vehicle, driving style, location and routes taken.

**4.7 Tarmac surfaces** Campervan hire is for transport across tarmac surfaces only. We may consider other terrain on a case by case basis. Please us in advance of any non-tarmac travel required (eg weddings in a field / forest etc). Where the ground may not be suitable for travel in the vehicle, the Driver may stop the journey short or look for an alternative route.

**4.8 Weather and route closures** No responsibility can be taken for route closures or for restrictions relating to vehicle access to any location, hold ups on route or adverse weather conditions. We cannot be held responsible for late arrival or cancellation due to circumstances beyond our control or for any subsequent consequential losses. In the event of extreme weather conditions such as ice or snow, we will make the decision as to whether the car is able to fulfil the contract. If possible an alternative car more suitable for driving in these conditions will be sent with the prior approval of the customer. If



another car is able to fulfil the contract then no refund will be given, if no vehicle is supplied then the full hire contract money will be refunded.

**4.9 Damage to the vehicle.** You will be responsible for the conduct of all passengers during the service and Buttercup Bus Vintage Campers reserves the right to invoice or make a charge to you for any losses or damage sustained to any part of the vehicle caused by any passenger or a third party that causes damage to the vehicle. A minimum charge of £100 will be applied to cover valet costs should cleaning be required, caused by any passenger through food, drink or illness.

**4.10 Grease or dirt from mechanical parts in the vehicle.** The vehicles are cleaned thoroughly prior to hire, but no liability can be accepted for clothing stained or marked by road grime, oil or lubrication, however unlikely this may be, from any part of the vehicle. Where the vehicle may have a sliding roof or door, you must be aware that grease will be in the operational parts to function correctly, and care should be taken by the passengers when posing for photo opportunities around these parts. It is the Driver's responsibility to open and close the car doors and where relevant the soft top roof.

**4.11 Conduct of passengers.** Violence, foul language, intimidation, antagonism or any form of anti-social behaviour towards the driver or any other member of Buttercup Bus Vintage Campers' employees, agents or subcontractors will not be tolerated and will result in the immediate termination of the service and police involvement. Acts of vandalism or malicious damage caused to the car may face prosecution.

Buttercup Bus Vintage Campers and their driver, retain the right to refuse to convey any passenger who is drunk, or whose condition may put the driver, the vehicle, or other passengers at risk.

**4.12 Seatbelts.** A new UK law regarding seat belts came into force on 18th September 2006. For the protection of children it is compulsory for every child under 12 years of age or under 1.35cms in height to wear the correct restraint. Unlike taxis, wedding cars are NOT exempt from this new legislation. Vehicle drivers are legally responsible for ensuring children under 14 years of age are properly restrained in the car. As part of our terms and conditions you must advise us of any children using our vehicles who will be under 14 at the time of travel giving their actual ages and height . Our drivers will



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not be responsible for fitting the child seats – these must be provided and fitted by the responsible adult. We will not allow children to be carried in cars not fitted with seat belts. The following [website](#) has the full information on this new law.

**4.13 Belongings left in the car.** Our driver will check the car for passengers' belongings left in the car after a service. However, Buttercup Bus Vintage Campers cannot be held responsible for any item broken during the journey or left in the car after the service. It is up to you to ensure you have all your belongings at the end of the service.

All articles of property recovered from the vehicle after each event will be held at the premises at which the vehicle is based in accordance with relevant statutory regulations for up to 14 days. You may make arrangements with Buttercup Bus Vintage Campers for a mutually convenient time to collect your items or arrange postage at your own cost.

**4.14 Photographs.** Buttercup Bus Vintage Campers will accommodate wedding party photographs within the booked time period of hire, should this be required as part of the hire agreement.

Where the photos are to be taken at a destination other than the collection, ceremony or reception address, the location must be provided in advance so that we can plan the route. Photoshoots must be at a safe location and not present risk to the customer, the driver or vehicle.

Buttercup Bus Vintage Campers may also take photographs of the vehicle on the day, for their own promotional use, which may be used on our social media sites and website.

Images with the wedding couple and the vehicle will only be used where the consent is given in advance via the booking form. For more information on data privacy, please refer to our [Privacy Policy](#).

**4.15 Alcohol.** We offer a package where we provide a hamper basket, glasses and cool bag to serve your own alcoholic beverage, should you wish to bring your own on the day. We fully believe this satisfies the law as it stands and therefore, if this is something you wish to do please confirm this at time of booking.

We also offer soft drinks hamper baskets as an optional extra.

## 5. Your rights to change the booking



5.1 If you wish to make a change to the booking before the wedding day, please contact us. If it is possible we will let you know about any changes to the price, the timings, or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to proceed on that basis. 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

**6.2 Changes to our services.** Buttercup Bus Vintage Campers may make changes to the vehicles, but if we do, we will notify you and you may then contact us within 14 days to end the contract and receive a refund for anything that you have paid up to that date.

**6.3 Changes to our terms.** We may change these 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 will we provide the services.** We will provide the services on the date set out in the booking form completed by the Customer.

**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. 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 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 needed within a reasonable time of us asking for it.



**7.3 Delays outside of our control.** If the supply of the services is delayed by an event outside of our control, for example, but not exclusive to, heavy traffic or road closures, 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 that we do this, we will not be liable for delays caused by the event. We recommend that you are covered with adequate insurance.

If our supply of the services are late due to the our fault, then you may treat the contract as at an end straight away, but must tell us before making use of the services. If you use the car you will lose your right to terminate, but may still be entitled to a part refund.

**7.4 If the vehicle becomes unavailable prior to the wedding day.** 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, but not exclusive to theft, damage or breakdown, which occurs less than 24hrs prior to the commencement of the planned itinerary (if so, clause 7.5 will apply). If we are unable to supply you with the contracted vehicle, for example, but not exclusive to theft, damage or breakdown which cannot be repaired before the date of the booking, we will give you the possibility to choose another vehicle of a similar specification, if available. If we are unable to source a similar vehicle, we will offer you a full refund and the contract will be considered terminated (and Clause 7.6 will apply).

**7.5 If the car becomes unavailable on the wedding day.** You acknowledge that if an issue arises with the vehicle or driver on the day of the booking (or within 24hrs of the commencement of the planned itinerary) or during the delivery of the service, the ability to source another similar vehicle may be limited.

We will contact you or the nominated point of contact on the booking form to bring any issue to your attention and to agree any contingency plan.

We may send a second similar vehicle as a replacement. If the value of the replacement vehicle is less than the hired vehicle the difference will be refunded, if the value of the replacement is greater then there will be no extra charge added.



The decision will be given to the hirer whether to accept this option before we leave our base.

If this option is not accepted by the hirer then a full refund will be issued and our liability will be no further.

If the hirer or nominated point of contact cannot be contacted by phone using the details provided on the booking form, you will authorise us to make a decision on whether to dispatch a second vehicle on your behalf.

**7.6 Your right to end the contract because of our actions.** If you are ending a contract for a reason set out below, the contract will end. If a refund or part refund is due, this will be paid proportionally and will not exceed the total booking value, within 7 days of the termination, back into the account or onto the card from which the funds were received.

From the point of issuing the refund, it can then take another two to seven business days — depending on the card issuer's refund-processing speed — for the refund to show up in your account.

The reasons for ending the contract are:

- a) We have told you about an upcoming major change to the vehicles or these terms which you do not agree to;
- b) the supply of the car is significantly delayed because of our fault
- c) on the day we failed to deliver the agreed terms of service
- d) We were unable to provide you with the contracted car (and no suitable alternative was available)
- e) you have a legal right to end the contract because of something we have done wrong.

## 8. Cancellation terms

8.1 All cancellations must be made in writing to Buttercup Bus Vintage Campers.



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8.2 Deposits for bookings that are cancelled within 14 days from the date the booking is confirmed (cooling off period) are refunded 100% as long as the event date is more than 30 days away.

8.3 Deposits for bookings that are cancelled after 14 days from the date the booking is confirmed are non-refundable.

8.4 Should the Hirer cancel within 30 days prior to the agreed wedding/ceremony date, then the outstanding balance, minus the deposit is still due in full. We will immediately re-advertise the date - but in the event that we do not secure another booking for the vehicle/s all monies are still due. If we manage to re-book the date with another customer, all the money paid will be refunded, minus the booking deposit per vehicle.

8.5 In the event of the Hirer changing the date of a confirmed booking we will transfer the booking fee to the new date, subject to availability. However, if the new date is unavailable the Hirer will forfeit the booking fee / deposit.

8.6 In the event that the Hirer changes the date within 30 days of the original agreed wedding date /ceremony, and the new date required is unavailable; then the full balance of the original hire will still be due in full.

8.7 We will allow bookings to be deferred for the first time, within a 12 month period, for free (subject to availability, on a like for like basis). Subsequent deferrals will incur a £25 +VAT booking fee.

8.8 All deferrals must be made within 12 months of the original booking. Any deferrals made for dates after this period, will be accepted (subject to availability, on a like for like basis), and will be subject to a £25 + VAT booking fee plus an invoice to cover any gap in pricing, should the advertised rates for the deferred date be higher.

## 9. How to end the contract with us

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Tell us you want to end or cancel the contract by doing one of the following:

Phone or email. Call us on 0203 582 0289 or email us via our [contacts page](#) . Please provide your name, date of booking, details of the booking and contact details.

We will then respond to confirm that the cancellation has been made.

## 10. Our rights to end the contract

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 when it is due and following our reminder, do not make payment within 7 days; or
- you do not, within a reasonable time of us asking for it, provide us with information that is necessary to provide the services, for example, addresses for pick-up and drop-off.
- If we end the contract in the situations set out above, 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 incurred as a result of your breaking the contract. The cancellation fee will be calculated on the basis set out at Clause 8 above.

## 11. If there is a problem with the service

How to tell us about problems. If you have any questions or complaints about the service, please contact us. Call us on 0203 582 0289 or email us via our [contacts page](#).

## 12. Hire costs and payment



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**12.1 The price** The price of the vehicle will be in the email correspondence or phone calls leading up to the booking, and also the invoice (A booking deposit invoice, and second invoice for the balance).

**12.2 . Payment options.** You can make payment with credit and debit cards via either our online Payments page, or “Pay Now” link on our invoices. There is no fee charged you as a customer, the supplier absorbs the cost of processing the card payment, through our 3rd party card processing provider. We also accept payments by BACS, in which case no extra charges apply to you.

At the point of booking, we will issue you an invoice for the booking deposit. You will have 7 days to make this payment. If you fail to do this, we will release the vehicle for other customers to book. Once the deposit comes through, we will email you a receipt to confirm the booking. Receipts sent directly from our accounts system sometimes go to the spam folder – so keep an eye out for them.

We will then send you a further invoice for the balance, due 30 days before the hire commences. You must pay the remaining balance of the invoice by 30 days 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 30 days of the service) the full balance will be due at the time the booking is confirmed.

**12.3 We can charge interest if you pay late.** If you do not make any payment to us by the due date the Supplier may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Barclays Bank 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 Buttercup Bus Vintage Campers interest together with any overdue amount.

## 13. Our responsibility for loss or damage suffered by you

**13.1 We are not responsible to you for any loss or damage caused by failure to deliver the service.** We are not responsible for any further loss or damage you may incur that is a result of our failure to deliver the service expected, other than the booking value of the hire of the service, provided we have taken reasonable care in the provision of our services. It is our recommendation and the

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responsibility of the customer to have an adequate wedding Insurance policy to cover loss or damage caused by a supplier failing to deliver their service.

**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. How we will use your personal information.

14.1 This is as set out in our [Privacy Policy](#).

## 15. Other important terms

**15.1 Transfer of rights.** You need the Supplier's 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.

**15.2 Nobody else has any rights under this contract.** This contract is between you and Buttercup Bus Vintage Campers. No other person shall have any rights to enforce any of its terms.

**15.3 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 contact us to request our alternative dispute resolution provider.

**15.4 These Term & Conditions have Copyright protection.**

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## 16. Document control

- Version 2.13
- *Last updated 25/09/2020 with clauses 8.7- 8.8 by Nathalie Selvon-Bruce, Managing Director, Vanilla Chinchilla Ltd T/A Buttercup Bus Vintage Campers.*
- *Previously updated 25/09/18 by Nathalie Selvon-Bruce, Managing Director, Vanilla Chinchilla Ltd T/A Buttercup Bus Vintage Campers.*

## SIGNATURES OF ACCEPTANCE

**Buttercup Bus Vintage Campers**

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**Nathalie Selvon-Bruce**

Managing Director

\_\_\_\_\_[Document.CreatedDate]\_\_\_\_\_

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Vanilla Chinchilla Ltd

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