

## **Terms and Conditions**

### **1.0 DEFINITIONS AND GENERAL STATEMENTS**

**1.1** The Service provider is 626 Cars Ltd and South Coast Executive Travel. South Coast Executive Travel is the Executive and Airport Division of 626 Cars Ltd.

**1.2** The customer is the person who accepts any offer of service from the service provider.

**1.3** The passenger is the person travelling or in the case of a group of people, the lead person named on the booking form.

**1.4** The service is the transportation service that the service provider and the customer agree.

**1.5** The booking form is the document which outlines details of the booking and comprises part of the email or paper acknowledgement sent to the customer confirming the service.

**1.6** The booking confirmation" is the email or paper copy sent to confirm the booking.

**1.7** The booking is the request for transportation from the customer.

**1.8** It should be noted that this document outlines the terms and conditions relevant to both local transfers and to executive and airport transfers. This document clearly distinguishes between the two divisions and individual terms and conditions appertaining to offers can be viewed on the relevant sections within the company web sites. Please note several Terms and Conditions are either common or the same for both divisions. and apply to both divisions where applicable.

**1.9** Our staff are trained on the contents of these terms and conditions and if asked should be competent in most cases to interpret the company policy if a customer requests them to do so. The drivers are issued with comprehensive operations and procedures manuals that incorporate, within the manual references to, most of these specific terms and conditions.

**1.10** Interpretations and decisions on Force Majeure, Consequential Losses, Consequential Damages, or compensation claims are dealt with by members of the Senior Management Team and are usually in most instances initiated through the complaints procedure.

### **SOUTH COAST EXECUTIVE TRAVEL DIVISION TERMS OF SERVICE.**

#### **IMPORTANT GENERAL NOTE ON TRAVEL TIMES**

When travelling to an airport or docks we advise you always to adhere to the recommended travel times before your check in time. There are numerous factors outside the control of the service provider that could occur at the time of your travel. As a company it is in your interest to allow more than the recommended travel times contained in these terms and conditions. With today's modern airport facilities that all have bars, restaurants, shops and other attractions, extra planned time in the airport is a more relaxing way to start a holiday or business trip. We can accommodate any time that you request to travel. The onus is on you the customer to make sure that you allow enough time to arrive in sufficient time for your flight. We can give sound travel advice on expected traffic conditions at the time of your travel. It is also advisable to read and adhere to the airport and airline operators guide lines on the time you should arrive at an airport. Having checked in on line and only carrying hand luggage will make no difference to any recommended travelling times printed in these terms and conditions.

#### **2.0 PRICING STRUCTURE**

**2.1** Prices for the service are published using several communication processes. The service provider works strictly to price matrixes and the master copies are held within their operational

headquarters. These prices are available on request. It is the master copies which contain the established current and fixed pricing structures.

**2.2** The prices are subject to change without notice except where a pricing structure has been agreed between the service provider and its account customers. These are changed only by negotiation between both parties.

**2.3** Any changes to the original booked service may result in an alteration to the price. This change will be made to reflect any additional costs incurred by the service provider.

**2.4** For long distance travel to UK destinations outside of the service provider's operational area, the customer is required to contact South Coast Executive Travel for an estimate of the cost. The price in the first instance will be communicated as an estimate and should not be interpreted as a fixed price until the booking has been confirmed in writing.

**2.5** Any estimation obtained via the fare calculator on the 626 Cars Ltd website may be subject to amendment as the price calculated is as stated an estimate only. These estimated prices will not be treated as a quotation by staff. This estimate will not be interpreted as a fixed price until the booking has been confirmed in writing.

**2.6** Special rates apply on public and bank holidays. The customer must contact the service provider for details of these rates that are applicable at the time of booking and could be subject to change.

**2.7** We shall use reasonable endeavors to provide a Passenger vehicle which is in good working order and of the type if specified by the customer. In the event that such a vehicle is not available a reasonable alternative vehicle will be made available

**2.8** If the company run a special price promotion the terms and conditions for the offer are published as an appendix to these terms and conditions on the company web site. The appendix terms and conditions are a supplement to these terms and conditions. If they contradict then the management team reserve the right to determine what term or condition has precedence over the other. It is the responsibility of the customer to request the precedence before the booking or travel has taken place if they are not satisfied with a specific term.

**2.9** The price structure is based on providing the customer with a standard saloon car and standard mini buses for all types of bookings from this division. South Coast Executive Travel operate currently with 35 Mercedes saloon vehicles and 5 Mercedes mini buses. **99.5% of all transfers over a year period** are carried out in a Mercedes type of vehicle. Unfortunately, due to circumstances normally outside of the service providers control this is sometimes not possible. The service provider therefore reserves the right to dispatch a standard saloon car at their discretion. It is not possible for the Service Provider to guarantee that a Mercedes vehicle will be used for all transfers from this division. Wedding cars are exempt from this clause and we can guarantee a Mercedes Vehicle or equivalent if booked.

### **3.0 BOOKING METHODS AND CONFIRMATION OF BOOKING**

**3.1** All airport and Dock transfer requests can be made by either telephone, e-mail or via the enquiry form on the South Coast Executive Ltd website. Customers can visit the operations offices and book and pay in person.

**3.2** At the time of booking the customer must supply all information required and requested by the service provider. It is important that if the customer has a special requirement appertaining to them personally, then this should be discussed with the service provider. The service provider has to agree that we can accommodate these requirements at the time of booking and before travel has taken place.

**3.3** When bookings are made by telephone, the operator will repeat back the details given to them before the booking is confirmed. It is the customer's responsibility to listen carefully and report back any inaccuracies. The customer should pay special attention to the day and time the plane lands at a UK airport when making the booking or when they receive confirmation.

**3.4** Booking confirmation can be sent via email to the customer to the email address given at the time of booking. It is the customer's responsibility to contact South Coast Executive Travel if they have not received the booking confirmation within 24 hours. The customer can alternatively request a hard copy confirmation to be sent in the post at the time of booking if they do not have E-Mail facilities available to them.

**3.5** It is the customer's obligation and responsibility to check the details on the booking confirmation and report back any errors. The service provider will not be responsible for any errors that occur as a result of the confirmation not being checked by the customer.

**3.6** The service provider will not be responsible for any errors in information provided by the customer. It should be noted that all telephone conversations between the service provider and the customer using the company booking lines are recorded. These recordings could be used to verify the contractual terms agreed in cases of disputes between the customer and the service provider. A customer should be extremely diligent when stating their return travel requirements especially if they are travelling through different day time zones. They should make sure they state the time and day the plane lands in the UK, not the time and date it takes off from the foreign airport.

**3.7** If the customer intends to take to the airport more than the standard luggage allowance permitted by the airlines, they should discuss with the service provider the suitability of the vehicle they are booking. The service provider may advise the customer that they require a larger vehicle. The customer may have to pay any additional costs to the service provider for the use of the suitable recommended vehicle. Airline operators will allow you to take over the permitted baggage allowance providing you pay a premium to the airline.

When travelling to the Docks for a cruise holiday there are currently no baggage allowances in force. The onus is therefore on the customer to select a vehicle that will carry all of their luggage requirements and the luggage will fit comfortably within the vehicle. With Mini Bus hire we do have the option of adding a trailer to accommodate your requirements. You should in all instances discuss your baggage requirements with the service provider prior to the booking being made. In some instances, we can add a trailer or change the vehicle type prior to the day of travel. All of our vehicles will accommodate normal airport baggage allowances and requirements. The customer must book an Estate car if there are over three people travelling and not a standard saloon car. Over four passengers and up to eight you will require an MPV type vehicle.

**3.8** The service provider can cancel any booking request prior to confirmation.

**3.9** Upon receiving confirmation of any booking made by any of the above methods it will be assumed that the customer has accepted the terms and conditions as published on the company web site. It is the customer's responsibility to read and accept the terms and conditions for travel and not South Coast Executives responsibility to communicate this information to the customer. If requested by the customer we can provide a copy either electronically or in hard paper form. The information can also be accessed by the customer using the company website. If a customer does not agree with a clause within the service providers Terms and Conditions, he has the right to cancel the booking. The booking has to be cancelled within one week before the date of travel.

#### **4.0 BOOKING FEES AND METHODS OF PAYMENT**

**4.1** Payment for airport or long distance travel must be made in full prior to the date of travel.

**4.2** The service provider does not accept cash payments for this type of travel unless there is a guarantor for the payment or if the cash payment is made in person to the office prior to the date of travel.

**4.3** Payment can be made using all major credit and debit cards. Credit card transactions will incur a £3.00 additional fee to the agreed price.

**4.4** Payment by cheque is acceptable provided that the amount owing has been cleared into the service provider's account prior to the date of travel.

**4.5** Additional fees such as car parking costs at airports or London congestion charges are built into the journey cost and will not be charged again at the time of travel.

**4.6** Corporate account holders are permitted to have invoiced account facilities made available to them. Unless otherwise negotiated and approved by the service provider, payment terms for corporate account customers are fourteen days net monthly.

## **5.0 CANCELLATIONS, AMENDMENTS AND POSTPONEMENTS**

**5.1** Cancellations must be advised to the service provider at least 48 hours before the agreed meeting or pick-up time. Bookings cancelled with a minimum of 48 hours' notice, will result in a full refund being given to the customer, minus any costs incurred by the service provider for credit or debit card transactions.

**5.2** Bookings cancelled less than 48 hours prior to the agreed meeting or pick-up time will incur an administration cost of £15.00 plus any costs incurred by the service provider for credit or debit card transactions.

**5.3** Bookings cancelled less than 24 hours prior to the agreed meeting or pick-up time will incur half the cost of the journey plus any costs incurred by the service provider for credit or debit card transactions.

**5.4** Bookings cancelled less than 12 hours prior to the agreed meeting or pick-up time will incur the full cost of the journey plus any costs incurred by the service provider for credit or debit card transactions.

**5.5** A journey is classed as a single trip to or from a destination.

**5.6** The service provider may choose or agree to waive the cancellation charges in exceptional circumstances. In such circumstances, the service provider may require proof of the circumstance. The service provider commits to being reasonable and considerate at all times to a customer's circumstance that has led them to having to make the cancellation.

**5.7** Cancellation can be advised either by email, fax and telephone or in person. The time and date will be recorded for the purpose of applying cancellation charges if appropriate.

**5.8** The customer may amend any details provided on the booking form or on the booking confirmation. A change in details could incur an alteration to the agreed cost that will be advised by the service provider prior to the changes being finalized. If the service provider is unable to meet the change requirements it could result in the service being cancelled.

**5.9** The service provider commits to being reasonable at all times but excessive or unreasonable amounts of booking amendments may incur administration fees.

**5.10** Postponements advised with less than 12 hours before the scheduled meeting or pick-up time may incur a £15.00 administration fee. This will only apply if the driver has not already been dispatched to the job in which case, postponements would still incur the full cost of the original journey.

## **6.0 WAITING TIME, FLIGHT CANCELLATIONS, DELAYS AND NO SHOW**

**6.1** Waiting time is charged at a standard rate of £0.20 per minute (£12.00 per hour) for a car.

**6.2** Waiting time is also charged at a standard rate of £0.30 per minute (£18.00 per hour) for vehicles licensed to carry over four passengers.

**6.3** Waiting time for airport collections is applied from 80 minutes after the plane has landed for customers with hold luggage and 70 minutes after the plane has landed for customers with hand luggage.

**6.4** During this time every effort will be made by the service provider to locate the customer and the company encourages communication between the driver and passenger. This will help to facilitate a smooth meeting at the arrivals hall.

**6.5** The driver will be authorized to leave the airport after every reasonable effort has been made to locate the customer and cancellation charges will then be applied.

**6.6** If the customer is unable to find the driver upon exiting the arrivals hall or seaport, they should in the first instance try to make telephone contact with the designated driver. The driver's phone number should be sent to the passenger via a text message prior to landing. If the customer is unable to make contact with the driver they should phone the service provider using the emergency number provided to them. The service provider will not pay or incur any costs if the passenger fails to follow this procedure. Unless authorized by the service provider, any additional costs incurred by the customer will be their responsibility.

**6.7** The customer should activate their mobile phone once the plane has landed and the airline operator permits that it is safe to do so. Company policy for airport transfers is to encourage telephone communication between the customer and drivers to help facilitate a smooth meeting between the two parties inside the airport arrivals hall. Customers and drivers are not to make arrangements to meet at any other pick up point than at the exit entrance of the arrivals hall inside the Terminal building.

**6.8** If a flight is cancelled by the airline operator then providing no vehicle has travelled to the airport to meet the cancelled flight then South Coast Executive Travel will place the booking on hold and accommodate the new scheduled arrival time. The onus is on the customer to advise the Service Provider the new scheduled landing date and time. Providing there has been no additional cost incurred by the Service Provider there will be no additional cost charged to the customer.

**6.9** If the Customer's flight is delayed by a considerable period of time the Service Provider will make every effort to meet the customer's new arrival time. It is not practical or cost effective to hold vehicles in and around the airport for extensive periods of time. The delay could result in the original allocated vehicle being substituted and the driver being changed. Flights are monitored by the driver responsible for the pick-up and a change in status on one flight can have a knock on affect to other customers scheduled pick-ups.

**6.10** If South Coast Executive Travel are late for a pick up and they consider they should make a monetary award to a customer for the inconvenience they have caused, then the award is based on the waiting time calculations contained in these terms and conditions. Awards are based on time and come into force 80 minutes after the plane has landed. The majority of monetary awards are dealt with using the above criteria and associated calculations.

## **7.0 DURING THE JOURNEY AND OUR DRIVERS CREDENTIALS**

**7.1** The service provider reserves the right to refuse to carry any person who is thought to be under the influence of alcohol or drugs or whose behaviour is considered to pose a threat to the safety of the other passengers or themselves. If the driver believes also that the passenger's actions could cause damage to the vehicle they can also refuse to carry the passengers.

**7.2** The lead customer on the booking form will be responsible for the behaviour of all passengers in the car.

**7.3** In the unlikely event that the vehicle is soiled by any passenger during the journey the customer will be invoiced up to £75.00 to cover cleaning costs. The customer will also be liable for any loss of earnings incurred by the driver for the period of time that the vehicle was not fit for use by other customers. We encourage our drivers to be reasonable with our customers when determining the invoice value for soiling charges.

**7.4** Eating and drinking in the vehicle is not permitted unless the items have been provided by the service provider.

**7.5** Drivers and passengers are not permitted to smoke in a licensed vehicle at any time. This is a strict legal requirement.

**7.6** The driver is not allowed to carry more passengers than the legal number stated on the vehicle license plate and will refuse any requests by the passengers to do so.

**7.7** All Private Hire Drivers as a condition of their Private Hire License are required to be checked by the DBS agency and must have a Criminal Record Check to an enhanced level.

**7.8** All drivers as part of their Private Hire License are required regularly to undertake a full medical examination with their GP. Drivers who are over the age of 65 are required to undertake a medical every year.

**7.9** All drivers as a condition of their Private Hire License have to take a driving assessment test with the Driving Standards Agency. For chauffeur drivers working on airport transfers there is a further requirement by the service provider to meet standards to an advanced level.

**7.10** All of our drivers working hours and shift patterns are regulated strictly by the service provider. A minimum of ten hours rest time is planned between shifts for all drivers. On average our drivers undertake four transfers per day. A transfer is classed as one single trip to or from an airport or other destination.

**7.11** The drivers working for South Coast Executive Travel are required to work to the Service Providers Executive Manual and operational procedures. Several of the entries in the manual endorse conditions contained in these terms and conditions. However, the manuals are not an extension of these terms and conditions. The manuals are primarily to inform our drivers of our expectations and help enhance our working standards, service and practices.

## **8.0 FORCE MAJEURE**

**8.1** Neither party shall be deemed in breach of the contract or liable to the other for delay or failure to perform its obligations under the contract if the delay or failure results from Force Majeure.

**8.2** If a party is affected by Force Majeure then neither party will be entitled to any payment from the other for any costs or expenses incurred as a result.

**8.3** The service provider will make every effort to provide a service with minimum inconvenience. However, circumstances beyond the control of the service provider may prevent execution of the service. The following are examples of such circumstances and will be interpreted as Force Majeure but these examples are not an all-inclusive list:

- Motor accidents or incidents causing traffic delays
- Restricted vehicular access and road works
- Exceptional or severe weather conditions
- Complying with legal requests
- Vehicle breakdowns
- Ash clouds or any other natural occurrence
- Cancelled and delayed flights
- French Air Traffic Control Strikes
- Industrial action
- Vandalism or terrorism
- Delays caused by other customers
- Extraordinary changes to flight status.

**8.4** The service provider understands the importance for a vehicle to arrive at the appointed time stated on the booking form when picking up at the customer's premises for a forward transfer to an airport or dock. The service provider, will not be responsible for any liability for consequential losses, consequential damages or compensation claims whatsoever in the event of any delay due to causes outside of its control or where the customer has ignored the recommended allowances on travelling times to an airport or a UK Dock. The service provider recognizes that when picking up from an airport or dock location that communication with the customer to facilitate a smooth meeting is vital. There are also more factors when picking up from an airport or dock that can influence the timing of the meeting between the driver and customer. These factors are extensive and many are identified within these terms and conditions.

**8.5** The service provider recommends that all customers travelling to Gatwick or Heathrow should travel at least two hours before the airline opening check in time. As a guideline the two-hour rule refers to customers living in post codes PO1 through to PO11. If you are outside these post code areas or travelling to another airport or destination, then you should consult our sales and marketing team who will advise recommended travel time allowances. Customers who ignore this rule do so at their own risk and we will not be responsible for example; a missed flight if a customer does not take our advice. For long haul flights you need to be aware that most airlines require you to be at the airport three hours before the plane is scheduled to leave. For short haul flights it is two hours.

**Average** travel times from Post Code areas PO1 through to PO11 is one and a half hours to Heathrow and Gatwick. You should allow more time if you are travelling in rush hour conditions. We also advise customers to read the recommended arrival times at UK airports that are published on the world wide web by the airport operators and airline companies. Travelling to a Dock for embarkation onto a cruise ship the same rules apply.

**8.6** The service provider when undertaking return journeys from an airport or other destinations will not commit or guarantee to the time you will arrive back to your home destination. This clause also applies to guaranteeing that we will arrive on time for you to make a forward travel arrangement or meet appointments. The ferry to the Isle of Wight is an example where this clause applies.

**8.7** If a customer has paid a supplement or is entitled to use an airport company hospitality lounge, then they should travel at least four hours before the check in time on long haul flights and three hours on European flights. The service provider under no circumstance will give you guarantees what time you will arrive at the airport to take up these facilities. The onus is on the customer to plan for their arrival time to guarantee these facilities they have paid for. The above times are recommended only and should not be less than stated.

**8.8** If a customer's schedule flight or cruise ship arrives earlier than scheduled every effort will be made to meet and greet the client at the earlier time. Customers should be aware that driver workloads and schedules are planned the day before and it is not always possible to meet the customers earlier request. It would be considered unreasonable and not cost effective by the service provider to provide a backup vehicle or change the drivers existing schedules to accommodate this condition.

**8.9** The transportation of luggage in a Private Hire Vehicle shall be permitted at our sole discretion. The customer shall remain responsible at all times for their luggage. We will assist with the loading and unloading of luggage. The onus is on the customer if he has any concerns to refuse the assistance and load the vehicle to his satisfaction. This particularly applies if the customer requires the service provider to transport items that are valuable or fragile and easily breakable.

**8.10** Unless otherwise agreed in writing the route of travel to and from a destination shall be at the absolute and sole discretion of the service provider.

## **9.0 DISPUTE**

**9.1** These terms and conditions shall be construed in accordance with English Law. The customer and the service provider agree to submit to the exclusive jurisdiction of the English courts in respect of any dispute or claim arising out of or in connection with this agreement.

**9.2** No condition in this agreement will affect the customers or the service provider's statutory rights.

**9.3** The service provider has a complaints procedure that is compliant to ISO 9001. It is in the interest of the service provider and the customer to exhaust this procedure to a satisfactory conclusion if a dispute arises between both parties.

**9.4** Claiming for compensation our Customers have statutory rights regarding consequential losses or consequential damages. Consequential loss, Consequential Damages and

compensation claims are categorised and identified as either the company's responsibility (if the negligence is due to a P.A.Y.E employee of South Coast Executive Travel the company is liable for the claim), or the driver's (sub-contractor liable for the claim) responsibility.

**9.5** Should a customer endeavour to make any claim against the company the following procedures are as follows;

- In the first instance the customer must submit a complaint handling form which will detail their claim against the company or the driver
- If we uphold the complaint against the service provider the company will be liable for the financial award. If the company uphold the complaint against the driver, they will be liable for the financial award
- We will not make any payment on a driver's behalf without their authorisation

**9.6** Additional Costs incurred by the customer for the journey, that the customer considers are the liability of the service provider or driver is a claim for compensation. Prior to any expenditure being paid to a third party by the customer, the customer will require authorisation by the service provider to guarantee payment of the invoice or receipt. If the driver gives authorisation of the cost, then he is responsible for the payment to the customer. Sundry expenses for example refreshments associated with an inconvenience monetary award to the maximum value of £20.00 does not require authorisation. Customers are expected to provide receipts on request.

## **10.0 CONVEYANCE OF CHILDREN**

**10.1** UK law states that taxis are exempt from legislation relating to children traveling in a baby seat, child seat or booster seat. However the South Coast Executive Travel division can provide booster seats upon request.

**10.2** It is the responsibility of the customer to provide the correct equipment for their child's travel.

**10.3** The service provider will store customer's equipment securely in the office for use on return airport journeys.

**10.4** There are strict codes of conduct and guidelines issued by Hampshire County Council when transporting children or vulnerable adults. The guidelines form an appendix to the driver's operational manual and the drivers are fully aware of the consequences if they do not adhere to or comply with these directives. If a customer requires a copy of the guidelines please contact our management team and they will oblige. Please note the guidelines are not published on our web-sites.

## **11.0 LOST PROPERTY**

**11.1** Any property found in a vehicle will be returned to the office and passed to a member of the service provider's management team based at their operational headquarters in Havant for safe storage.

**11.2** If the customer claims he has left property in a vehicle but the service provider is subsequently unable to locate the property, the service provider accepts no responsibility for the missing property or its replacement.

**11.3** If found, it is the customer's responsibility to arrange with the service provider for the return or collection of the property.

## **12.0 MISCELLANEOUS**

**12.1** It is not Company policy to subcontract work to other service providers or third parties except in extreme circumstances. We do however, reserve the right to subcontract or delegate in any manner any or all of our obligations under any contract to any third party or agent.

**12.2** South Coast Executive Travel may change or amend any of these terms and conditions at any time by posting the changes online. The customer should review the terms and conditions

regularly to ensure that they are aware of any such changes. Note: all existing bookings will be at the rate applicable at the time of booking.

**12.3** The service provider will store, process and use all information relating to personal details in accordance with the Data Protection Act 1998.

## **GENERAL TERMS OF SERVICE BOTH DIVISIONS.**

### **13.0 PRICING STRUCTURE AND PRICE ESTIMATES**

**13.1** Prices for the service are published using several communication processes. The service provider works strictly to price matrixes and the master copies are held within their operational headquarters. These prices for individual journeys are available on request. The master copies which contain the established current and fixed pricing structures are company confidential and are not released in their entirety to non-account customers.

**13.2** Prices can be changed without notice except where a pricing structure has been agreed between the service provider and its account customers. These are changed only by negotiation.

**13.3** Any changes to the service by the customer may result in an alteration to prices. This change will be made to reflect any additional costs incurred by the service provider.

**13.4** 626 Cars Ltd will provide customers with price estimates for local travel on request. The customer is advised to obtain an estimated price for long distance travel to UK destinations outside of the service provider's operational area. The price communicated is an estimate only in all instances and should not be interpreted as a fixed price quote. The company policy is that our staff are only allowed to provide estimates for local journey prices. The driver is the person responsible for calculating the final price on completion of the journey.

The travel requirement may be passed to the Executive and Airport division for calculation, as it may be considered more suitable for them to undertake the journey on behalf of the company. There are fixed prices for certain journeys operational in this division and you will be advised accordingly at the time of the inquiry.

**13.5** Any estimation obtained via the fare calculator on the 626 Cars Ltd website ([www.626 Cars Ltd.com](http://www.626CarsLtd.com)) may be subject to amendment. Results are only an estimation and will not be treated as a quotation by the drivers or the office staff. Company policy using the fare calculator is again only interpreted as an estimate and not a fixed price quotation. In most instances the estimate given is accurate based on the information the customer provides at the point of enquiry.

**13.6** Special rates apply on public and bank holidays. The customer must contact the service provider for details of the rates that are applicable at the time of booking and are subject to change.

**13.7** 626 Cars Ltd do not add any charges to the standard tariff rates for travel after midnight and the early hours of the morning. The same rates are valid 24 hours a day except on bank holidays.

### **14.0 BOOKING METHODS**

**14.1** Booking requests can be made via telephone, e-mail, fax, IVR, the 626 Cars Ltd smart phone app or using the enquiry form on the 626 Cars Ltd website.

**14.2** At the time of booking, the customer must supply all information required and requested by the service provider. It is important that if the customer has special requirements appertaining to them personally, they must be discussed with the service provider and agreed at the time of booking.

**14.3** Upon receiving confirmation of any booking made by any of the above methods it will be assumed that the customer has accepted the terms and conditions as published on our company

web site. It is the customer's responsibility to read and accept the terms and conditions for travel and not 626 Cars Ltd responsibility to communicate this information to the customer. If requested by the customer we can provide a copy either electronically or in hard paper form. Updates are published on the company website and these Terms and Conditions are constantly reviewed and amended to reflect current practices.

## **15.0 WAITING TIME**

**15.1** After the driver has arrived at a pick up point the customer is allowed a grace period of five minutes of free waiting time. The drivers are expected to act in a reasonable manner towards the customer with regards to applying waiting time charges. After these five minutes has passed the driver is entitled to apply waiting time charges.

**15.2** Waiting time is charged at a standard rate of £0.20 per minute (£12.00 per hour) for a car.

**15.3** Waiting time is charged at a standard rate of £0.30 per minute (£18.00 per hour) for vehicles licensed to carry over four passengers.

**15.4** During this time, every effort will be made by the service provider to locate the customer.

**15.5** The driver will be authorized to leave the pickup point after every reasonable effort has been made to locate the customer.

**15.6** Text notifications or call-backs are available on local transfers and can be requested at the time of booking. There is no added cost to the customer's journey or phone bill for this service.

**15.7** If 626 Cars Ltd are considering making a monetary award to a customer for the inconvenience they may have caused, then the award is based on the waiting time calculations contained in these terms and conditions. Awards are based on time and the majority of monetary awards are dealt with using this criteria and associated calculations.

## **16.0 DURING THE JOURNEY**

**16.1** The service provider reserves the right to refuse to carry any person who is thought to be under the influence of alcohol or drugs. The driver may also refuse to carry any passengers whose behavior is considered to pose a threat to other passengers, the driver or likely to cause damage to the vehicle.

**16.2** The lead customer on the booking form or the person responsible for the booking will also be responsible for the behaviour of all the passengers travelling in the car.

**16.3** In the unlikely event that the vehicle is soiled by any passenger during the journey, the customer will be invoiced up to £75.00 to cover cleaning costs. The customer will also be liable for any loss of earnings incurred by the driver for the period of time that the vehicle was not fit for use by other customers. We encourage our drivers to be reasonable when calculating these costs.

**16.4** Eating and drinking in the vehicle is not permitted unless the items have been provided by the service provider.

**16.5** Drivers and passengers are not permitted to smoke in a licensed vehicle at any time. This is a strict legal requirement and includes Electronic Cigarettes.

**16.6** The driver is not allowed to carry more passengers than the legal number stated on the vehicle license plate located on the rear of the vehicle. They will refuse any requests to do so by customers or passengers.

**16.7** The lead customer on the booking form shall be liable for any damage caused by passengers to any passenger vehicle.

## **17.0 FORCE MAJEURE**

**17.1** Neither party shall be deemed in breach of the contract or liable to the other for delay or failure to perform its obligations under the contract if the delay or failure results from Force Majeure.

**17.2** If a party is affected by Force Majeure then neither party will be entitled to any payment from the other for any costs or expenses incurred as a result.

**17.3** The service provider will make every effort to provide a service with minimum inconvenience. However, circumstances beyond the control of the service provider may prevent execution of the service. The following are examples of such circumstances and will be interpreted as Force Majeure but these examples are not an all-inclusive list:

- Motor accidents causing traffic delays
- Restricted vehicular access and road works
- Exceptional or severe weather conditions
- Complying with legal requests
- Ash clouds or any other natural occurrence
- Industrial action
- Vandalism or terrorism
- Delays caused by other customers booking requirements

**17.4** The service provider will use every reasonable means to ensure that the vehicle(s) arrive at the appointed times stated on the booking form or requested by the customer. The service provider, as stated, will not incur any liability for consequential losses, consequential damages or compensation claims whatsoever in the event of any delay due to causes outside of its control or if they consider the customer has not allowed sufficient travel time for a forward journey or important personal engagement.

**17.5** The service provider cannot guarantee that a pre-booked taxi will arrive at the customer's requested time. Every effort will be made to meet the customer's request, and the company policy is to dispatch a car that is available for hire 10 minutes prior to the requested booking time. This policy is not always possible due to operational restraints placed on the service provider. The service provider has no means of gauging your prevailing travel conditions prior to the booking being made or the number of vehicles we will have available at any particular time of the day. It is the responsibility of the customer to allow more than sufficient time when there is a forward travel requirement or an important appointment to be met. For a forward travel or rail connection, the company recommends that you should calculate the travel time to the train station and then add one hour to the travel time. If the train journey is to an airport, docks or an important appointment the one-hour rule is essential. The Service provider will only **guarantee** the following on pre-booked taxi requirements:

- The computer software is set so it will search for a free and available taxi to match a pre-booked requirement 10 minutes prior to the booking requested arrival time.
- A pre-booked taxi comes from the advanced booking screen onto the controller's dispatch screen 15 minutes prior to the requested arrival time of the booking.
- A pre-booked request is clearly highlighted on the dispatch screen and takes priority over an ASAP booking, IVR booking and an APP booking.

## **18.0 DISPUTE**

**18.1** These terms and conditions shall be construed in accordance with English Law. The customer and the service provider agree to submit to the exclusive jurisdiction of the English courts in respect of any dispute or claim arising out of or in connection with this agreement.

**18.2** No condition in this agreement will affect the customers or the service provider's statutory rights.

**18.3** The service provider has a complaints procedure that is compliant to ISO 9001. It is in the interest of the service provider and the customer to exhaust this procedure to a satisfactory conclusion if a dispute arises between both parties.

## **19.0 CONVEYANCE OF CHILDREN**

**19.1** UK law states that taxis are exempt from legislation relating to children traveling in a baby seat, child seat or booster. 626 Cars Ltd provides none of these seats for its private hire vehicles as it is not practical to do so.

**19.2** It is the responsibility of the customer to provide the correct equipment for their child's travel.

**19.3** when making an airport booking it is the responsibility of the customer to ensure that all details for storage of their personal property, for the return journey is present on the confirmation booking.

**19.4** At the time of booking it is the customers responsibility to inform the service provider they will be providing their own baby seats for both the forward and return journey.

## **20.0 LOST PROPERTY**

**20.1** Any property found in a vehicle will be returned to the service provider/s management team at their operational headquarters.

**20.2** If the customer claims he has left property in a vehicle but the service provider is subsequently unable to locate the property the service provider accepts no responsibility for the missing property or its replacement.

**20.3** If found, it is the customer's responsibility to arrange with the service provider for the return and collection of the property.

**20.4** We shall not be liable to any customer for any loss or damage to property arising in the course of delivering, loading, or unloading of goods or passenger's luggage or personal effects from our licensed private hire vehicles. It should be noted that the vehicles have no insurance cover for loss or damage for luggage or personal effects.

## **21.0 MISCELLANEOUS**

**21.1** It is not 626 Cars Ltd policy to subcontract work to other service providers or third parties except in extreme circumstances.

**21.2** 626 Cars Ltd may change or amend any of the terms and conditions at any time by posting the changes online. The customer should review the terms and conditions regularly to ensure that they are aware of any such changes. Note: all existing bookings will be at the rate applicable at the time of booking.

**21.3** The service provider will store, process and use all information relating to personal details in accordance with the Data Protection Act 1998.

## **22.0 RESPONSIBILITIES AND LIABILITIES (applicable to all divisions of 626 Cars Ltd).**

**22.1** The service providers contract of conveyance with the customer and the passengers commences at the point the passengers enter the vehicle and all the doors are in a closed position.

**22.2** The contract of conveyance terminates at the point all of the passengers have vacated and physically moved away from the vehicle.

**22.3** Whilst the contract of conveyance is valid passengers are covered by the vehicles motor insurance policy.

**22.4** Passengers who request assistance from the driver either to enter the vehicle or to vacate the vehicle do so at their own risk and should be aware that the driver will have no Public Liability Insurance. This is not a legal requirement for private hire drivers.

**22.5** It is the passenger's responsibility to ensure that the driver's actions are not putting the passenger at risk of injury outside the service provider's responsibility of conveyance.

**22.6** The service provider accepts no responsibility for any damage caused to a passenger's personal property either when loading or unloading items from the vehicle or during any stage of the journey. All property is conveyed at the passengers own risk and is not covered by any of the service providers insurance policies. It is the passenger's responsibility to ensure that his property is packed, stored, and transported to avoid the goods sustaining any damage.

**22.7** It is the passenger's responsibility to refuse any assistance from the driver if they believe that there is a risk to either themselves or their property.

**22.8** If a passenger does not refuse the assistance being offered by the driver then the driver is not liable or responsible in any way for any personal injury claims or damage to their property.

**22.9** The service provider at all times has to comply with the Data Protection Act 1998. If a dispute arises between a customer, passenger or third party and a driver, it is the responsibility of the customer, passenger or third party to obtain personal contact details directly from the driver. The service provider will only assist with vehicle identification and details if they believe it is a claim that will be related to the vehicle insurance policy. The service provider will not become involved in driver identification if they believe the contract of conveyance has terminated. See sections 22.1 and 22.2 for the definition of the contract of conveyance.

**22.10** Drivers are not legally permitted to enter a customer's personal dwelling even when they are assisting and will refuse requests to do so. They are required by 626 Cars Ltd to assist with luggage shopping and other personal items. They are permitted to take the items to either the front or back door of a customers dwelling.

**22.11** These terms and conditions are published on the company website or they are available on request in hard copy form. Updates and amendments are constantly being made to reflect current practices and the master copy and latest edition is held within the Marketing and Sales department.

**22.12** A person who is not party to any contract shall not have any rights under or in connection with it

D Anderson  
Sales and Marketing Manager  
On behalf of 626 Cars Ltd

Latest update: 3<sup>rd</sup> January 2017