

# Edinburgh City Private Hire Ltd

## Terms & Conditions of Service

These terms and conditions relate to a booking for the provision of transport services. Bookings are accepted via telephony, web and app based systems and or in person. The service is then provided based on the information/details supplied by the customer and or on their behalf.

### Booking Transportation

When booking transportation you should consider any possible delays which may be caused by traffic congestion and or inclement weather conditions at the time. We shall not be responsible for any delay caused by your failure to allow sufficient travelling time to your pick up location and or destination. You should ensure that you book an appropriate size of vehicle suitable for the number of passengers and or luggage to be conveyed. We are unable to carry excessive amounts of luggage which cannot be safely carried in the luggage compartment of a vehicle.

### Service Provision

It is not permitted to eat, drink and or smoke in the vehicle. Children travelling in a vehicle should be restrained in an appropriate manner. Suitable child seats should wherever possible be supplied and fitted by the child's parents/guardian. We cannot carry more passengers than the local licensing authority conditions permit.

### Cancellation

If you need to cancel your booking, please advise us as soon as possible. If you cancel a booking after the vehicle has been allocated and despatched to meet your original booking requirement(s), then a charge based on the distance/time relevant at the point of cancellation may be incurred. If services are booked via our prepaid facility and require to be cancelled prior to despatch, a full refund of payment will be made.

### Account Customer

Means a customer account opened with Edinburgh City Private Hire where there is an account code/number which enables the customer to book/order the provision of services on credit terms as agreed and accepted.

### Other Services

Other additional services which may be provided include; a meet and greet service; waiting time and MPV vehicles which can carry up to a maximum of eight passengers.

### Booking

A booking for service provision will be recorded in our system in compliance with local licensing authority licensing requirements/conditions relevant at the time.

**Charge Rates**

The charge(s) for provision of an account service supply are as set at inception of the relevant customer agreement. Any proposed increase in rates will be communicated to the customer in writing. Edinburgh City Private Hire reserves the right to charge the customer a surcharge for all journeys made during the Christmas and New Year period noted below, such surcharge(s) will be communicated to the person making the relevant booking.

**Waiting Time Charge**

This is the charge levied when a driver is required to wait and is detailed in an account agreement.

**Christmas & New Year Festive Periods**

The periods relative to the above will be between 6pm on 24 December to 6am on 27 December, in any year, and from 6pm on 31 December to midnight on 2 January, in any year.

**Account Customer**

Any person and or company which books services via a valid account.

**Account Customer Credit Limit**

A total credit amount extended to the customer in a calendar month. At the time of opening an Account, Edinburgh City Private Hire may set a Credit Limit applicable to the account. Edinburgh City Private Hire reserves the right to refuse and or accept any further booking requests in the event of the Credit Limit being met or exceeded. It is the sole duty of the customer to ensure that the use of the services is requested within the Credit Limit. Edinburgh City Private Hire is under no duty or obligation to limit the services provided to the customer to the Credit Limit and may, in its absolute discretion, continue to provide the services should the Credit Limit be exceeded. The customer shall pay the full amount of charges incurred in that calendar month in accordance with the provisions of the account agreement regardless of whether or not the Credit Limit has been exceeded. The customer shall pay the applicable charges and any applicable VAT in accordance with the provisions of the account agreement.

**Invoice Remittance**

Subject to any other written agreement between the parties, Edinburgh City Private Hire shall invoice the client monthly in arrears to include all incurred charges relating to bookings made under the relevant account number. The client shall pay each invoice submitted by Edinburgh City Private Hire in full and clear funds within 21 days of the date of the invoice.

Preferred method of payment is by Direct Debit, on completion of a Direct Debit Mandate or alternatively cheque, telegraphic transfer or BACS to such bank account as notified by us to the client.

Without prejudice to any other right or remedy that it may have, if the client fails to pay Edinburgh City Private Hire on the due date for payment, the client may be required pay interest on the/any overdue amount at the statutory rate of 8% above the base rate of the Bank of England for business to business transactions. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The client shall pay the interest together with the overdue amount.

All sums payable/due to Edinburgh City Private Hire under this account agreement shall become due immediately on its termination, regardless of any other provisions.

In the event of any dispute concerning the calculation of the charges, such dispute shall be raised in writing within 14 days of the date of the invoice (time being of the essence) and the customer shall pay any amount not in dispute. Where no dispute is raised within this time period the customer shall be deemed to accept the amount invoiced as being properly calculated and due payable.

### **Booking Process**

Prior to making any booking, the customer shall first open an account with Edinburgh City Private Hire, on acceptance of the terms and conditions, Edinburgh City Private Hire shall allocate the customer an account number.

Submission of a booking request shall constitute an offer by the customer to purchase the services in accordance with the terms and conditions set out in the account agreement.

When making a booking request the customer must specify:-

- \* The account number (any such booking made using that account number shall be deemed duly authorised by the customer and the customer shall be liable for all related charges);
- \* the type of service(s) required;
- \* the date and time the service(s) are required for;
- \* the pickup/location address;
- \* any other intermediary pickup/location addresses;
- \* the destination address;
- \* the size/type of vehicle required.

The customer is responsible for ensuring that the terms of the booking request are complete and accurate.

Edinburgh City Private Hire will assign each booking with a reference number, and shall, if requested, confirm the booking reference number with the customer. Each party shall then refer to the booking reference number in any subsequent communications relating to the booking.

Any amendment(s) to the account agreement agreed by the customer and Edinburgh City Private Hire shall be deemed to apply to all future bookings accepted, after the date of any such amendment.

### **Liability**

Edinburgh City Private Hire shall use all reasonable endeavours to get you to your booked destination on time, but shall not be liable for any loss due to delays caused by road, traffic and or weather conditions beyond our control on the journey.

Luggage is carried entirely at the customer's risk.

The customer shall indemnify us against any or all losses, costs damages and expenses arising from any act, omission and or negligence of any passenger travelling in the vehicle.

### **Termination**

Either party may terminate the account agreement by giving to the other party notice in writing of not less than 3 months of the intention to terminate.

Without affecting any other right or remedy available, either party may terminate the account agreement with immediate effect by giving written notice to the other party if;

- \* the other party commits a material breach of any term of the account agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;
- \* the other party repeatedly breaches any of the terms of the account agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the account agreement;
- \* an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party being a company;

### **General - All Services**

Any customers property is carried entirely at the customers own risk and we shall accept no responsibility for any loss or damage to the customers property.

We shall not be responsible for any property left by the customer in the vehicle, but will use best endeavours to try to return same, if possible, within the terms of the operational licensing conditions of the relevant local licensing authority.

We reserve the right to refuse to carry any person who is thought to be under the influence of alcohol or drugs and/or whose behaviour is considered to pose a threat to the driver, the vehicle, or other passengers.

We reserve the right to charge a reasonable repair or cleaning charge in the event of any spillage or soiling or other contamination or damage to a vehicle caused by the customer. All passengers are required to use seatbelts at all times.

### **Variation**

We may from time to time vary the terms of this agreement and shall, as soon as reasonably practicable, notify the customer of any such variations. The customer shall then have 21 days from the date of such notice to decline such variations and may serve notice to terminate the agreement. In the absence of any objection to the notice of variations during the objection time period, the customer shall automatically be deemed to accept the variations as notified.

**Force Majeure**

We shall not be in breach of any provision of this agreement nor liable for delay in performing, or failure to perform any of its obligations under it where any such delay or failure is as a result from events or circumstances beyond its reasonable control.

**Governing Law**

These terms and conditions and or account agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of Scotland.

**Jurisdiction**

Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions or account agreement.