

Minicab4hire: Website & Mobile Phone Application

Terms & Conditions

Minicab4hire is a trading name of Hurlingham Cars Limited incorporated and registered in England and Wales with company number 4536499 whose registered office is at 18 Lillie Road, London, SW6 1TS

Minicab4hire provides a Private Hire transportation facility through the Minicab4hire website/s and mobile phone applications. Upon registering with Minicab4hire on our website/s or through a mobile phone application a user may book a Minicab using location based technology on the website/s or mobile phone, Minicab4hire will use the location services of your network operator to help identify your approximate location, Minicab4hire will ask you to confirm that the pick up location that has been identified is correct and it is the responsibility of the user to amend that address/location if it isn't correct.

The service is being provided to you under these terms and conditions and any operating rules, policies, and procedures as currently published on this website and/or informed to users by Minicab4hire and/or its members (including without limitation in respect of the cost, data protection policy and cancellation of the service).

By using the service you agree to be bound by all the terms and conditions found herein. If you do not accept all of these terms and conditions, do not continue to use the service.

Permitted uses

No materials from Minicab4hire and/or associated websites may be copied, downloaded, reproduced, broadcast, shown or played in public, republished, uploaded, posted, stored, transmitted or distributed in any way or adapted or changed in any way. Minicab4hire takes active measures to ensure that no unauthorised use or breach of its intellectual property rights is committed.

Warranties

Minicab4hire does not guarantee that the service will be uninterrupted, timely, secure, or error free. Use of the services provided by Minicab4hire is done so entirely at one's own risk and discretion. Minicab4hire assumes no responsibility or liability for any services provided. Minicab4hire does not guarantee the availability of a Minicab at any time, nor the availability of the service.

Making Reservations through Mobile Phones (Applications or any other methods)

By sending us or requesting a minicab booking request through Minicab4hire mobile phone portals or applications (or any other mobile technology) you are deemed to have accepted the terms and conditions herein. Any information received is provided on an "as is" basis. Use of such information is done at one's own risk. Minicab4hire is not associated with or endorsing any particular person/company that may be featured.

You further acknowledge that you are only entitled to use the information received for your own personal use. Intellectual Property Rights subsist in information that may be sent to you and may not be redistributed, broadcasted, retransmitted, stored or made a compilation of. All rights reserved.

You recognise that mobile services may, from time to time, be adversely affected by events outside our control and that Minicab4hire will not be held liable for any error in, or delay in, or failure in transmission of the services.

Mobile services are subject to the limitations of the enabling technology on which they are reliant and may be adversely affected by network performance and other operational factors beyond our control, including without limitation, congestion, network coverage, dropped connections, the performance of

your mobile phone and the maintenance of secure network connections. Minicab4hire accepts no responsibility if you do not receive your booking confirmation or services for any of these reasons.

Furthermore, Minicab4hire will not be liable to you in any way for failures, defects or delays in the delivery of aforementioned booking confirmation or services which are caused by one or more of the following reasons: provision of an incorrect phone number before submitting the request, your mobile phone does not support such services, message inbox is full, mobile phone is out of range or un-contactable for some other reason, or you erase the information sent to you.

Changes to the service

Minicab4hire reserves the right, without liability, to change or discontinue any part of the service, temporarily or permanently, at any time (including any fees or charges for using the service). Minicab4hire will give the maximum amount of notice of such changes or discontinuance as is practicable in the circumstances. Notice of any changes to the service will be made available on this website and/or informed to users by Minicab4hire and/or its members

Amendments to these terms and conditions

Minicab4hire may change these terms and conditions from time to time. Notice of any changes to these terms and conditions will be made available on our website. Any changes become effective immediately after they are made available on our website and/or informed to users by Minicab4hire and/or its members. Any use of the service occurring after such date is subject to the amendments. Your continued use of the service after such date constitutes your acknowledgement of the terms and conditions, their modifications and your agreement to abide by and be bound by the agreement, as amended.

Conduct

You agree that by booking minicab through Minicab4hire that you have made a verbal contract with the driver. You agree to meet the driver at the appointed location, make the journey as booked and pay the full and correct fare. Minicab4hire reserves the right to bar users that inappropriately use the service.

Liability

You acknowledge that your use of Minicab4hire and/or associated websites & applications, constitutes an agreement between you and the member and bears no responsibility or liability to Minicab4hire.

Minicab4hire does not accept liability for any damages, including, without limitation, indirect or consequential damages, loss of profits, use of data or any damages whatsoever arising out of, or in connection with the use or inability to use the service and/or associated websites (including information, advice, products, services, adverts or links of third parties). Minicab4hire makes no representations or warranties of any kind whatsoever that the server behind this website is free of viruses or other components that may infect, harm, or cause damage to your computer equipment or any other property when you access, browse, download from, or otherwise use the site. You acknowledge that standard terms and conditions apply between you and the driver and/or as set out by that company/driver. Minicab4hire is unable to ensure or guarantee the security of any information transmitted over the Internet. Any information or data which you transmit to or by using Minicab4hire and/or associated websites is done at your own risk and Minicab4hire shall not be responsible or liable for any damages or injury that may result from transmitting such information.

If any jurisdiction does not allow the exclusion or limitation of liability for consequential or incidental damages, liability is limited to the fullest extent permitted by law

Jurisdiction

These terms and conditions shall be governed by and construed in accordance with the laws of UK and shall be subject to the exclusive jurisdiction of the UK courts. These terms and conditions, as modified from time to time and/or including information given to users by Minicab4hire and/or its members, constitute the entire agreement between Minicab4hire and you with respect to the subject matter hereof. If any provision contained in these conditions is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, that provision shall be severed from these conditions and the remaining provisions shall continue in full force and effect. You agree that Minicab4hire has the right to assign or sub-contract any or all of its obligations under these terms and conditions.

TERMS & CONDITIONS OF USE

1. These terms & conditions only apply to the user when they submit correct and truthful details as requested on the Minicab4hire website/s and/or through any mobile phone devices whereby the user is then permitted to use the service and software of Minicab4hire.
2. Minicab4hire offers the user a service and the software required to provide that service. Minicab4hire will supply details provided to enable Minicab4hire drivers to receive a booking and to communicate with you on that basis. This information will contain the users pick up location and associated data (user name, mobile phone number) and the user in turn will also receive relevant data about the taxi & driver that will pick them up.
3. With respect to using the internet – the technical requirements, configuration and performance of the terminal to use the application including any necessary software are at the users responsibility and cost.
4. The appointment of a taxi through Minicab4hire is free and incurs no additional charge to the user above regulatory charges (including pick up charges) and fares. Any charges incurred through use of the Minicab4hire applications (such as, but not exclusively, network charges) or website are the users sole responsibility.
5. By ordering a minicab through Minicab4hire (mobile applications or website or any other method) the user agrees to use the service and to pay all relevant fares. The settlement of which will be bound by the terms & conditions of use between the taxi and the user.
6. By agreeing to these terms & conditions you – and anyone else using your account - agree to adhere to them and to be bound by them

Amendment or Termination of Service

1. Minicab4hire reserves the right to develop, improve or amend in any way the Minicab4hire website and/or mobile applications
2. Minicab4hire reserves the right to temporarily or permanently stop its services without informing the individual but in the case of this situation arising will do its utmost to keep people informed through its' website www.minicab4hire.co.uk

Availability

The user is not entitled to a permanent and uninterrupted availability of the Minicab4hire service. Minicab4hire undertakes to achieve maximum levels of service and availability in the case of an interruption to service to resolve it as quickly as possible.

Warrant & Liability

1. Minicab4hire can not warrant that information is always accurate, complete and that it will reach the recipient in a timely fashion
2. Where information/data is incorrect, incomplete or submitted late Minicab4hire can not be held liable or responsible
3. If the application or submission of data through Minicab4hire causes damage or interruption to Minicab4hire services or any other software or hardware or loss of data then Minicab4hire can not be held responsible or liable – the user is responsible for backing up any such information
4. Minicab4hire bears no liability for its driver services
5. Minicab4hire bears no liability for its service in any form
6. Minicab4hire bears no liability for the content of third-party websites on or linked to Minicab4hire

Obligation of the user

1. The user is committed to being truthful and sincere with respect to the personal data that they submit to Minicab4hire through mobile phone or website and agree to use it in a truthful and legal way
2. The user may use the applications or website as long as they agree not to wilfully cause any damage, interruption to service, congestion.
3. The user agrees not to attempt to circumvent, access and/or amend the Minicab4hire services or software in any way.
4. Minicab4hire reserves the right to exclude the user from all Minicab4hire services permanently for any abuses of the service
5. The users account is private and the user agrees to keep their username and password safe and not to disclose to any third parties. If this information is lost or in any way disclosed then the user has an obligation to inform Minicab4hire immediately.
6. Minicab4hire will not be held liable and is free from all claims for any third party damage that is caused to the user and/or their account through unauthorised access to their account

Termination

The contract for the use of the software and the application may be terminated by either party without notice or reason.

Disclaimer / Privacy Statement

Minicab4hire is committed to ensuring that your privacy is protected. This privacy policy explains how we use the information we collect about you, how you can instruct us if you prefer to limit the use of that information and procedures that we have in place to safeguard your privacy.

The information we collect and how we use it

When you register with Minicab4hire on our website, mobile application or any other way we need to know your name, e-mail address and e-mail address (insert any other details that are requested). We gather this information to allow us to process your registration, process any bookings you may make and process queries. The relevant information is then used by us, our agents and sub-contractors to communicate with you on matters relating to your account and provide you with additional services. We may also use aggregate information and statistics for the purposes of monitoring website usage in order to help us develop the website and our services and may provide such aggregate information to third parties. These statistics will not include information that can be used to identify any individual. From time to time we may provide your information to our customer service agencies for research and analysis purposes so that we can monitor and improve the services we provide. We or our agents and sub-contractors may contact you by e-mail or telephone (*or as required*) to ask you for your feedback and comments on our services. We may also wish to provide you with information about special features of our website or applications or any other service or products we think may be of interest to you.

Our use of cookies and other information gathering technologies

The Minicab4hire website uses “cookies” to allow a user web browser (software used to read web pages) to recall those pages of this website which have already been visited by the user. Cookies are small pieces of information, placed on your computer by a website for tracking purposes.

How we protect your information

The Internet is not a secure medium. We have taken all reasonable precautions to prevent disclosure otherwise than as set out in this Privacy Statement, our Terms and Conditions or as set out elsewhere on this website of any of your personal information which you reveal to us on this website. However, due to the nature of the Internet we cannot guarantee the security of the information you send to us via the Internet, as the sending of any information over the Internet can never be absolutely secure. We also keep your information confidential. Our internal procedures of Minicab4hire cover the storage, access and disclosure of your information.

Sale of business

If this business is sold or integrated with another business your details may be disclosed to our advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business.

Updating your details

If any of the information that you have provided to us changes, for example if you change your e-mail address, name or if you wish to cancel your registration, please let us know the correct details by sending an e-mail to info@minicab4hire.co.uk

Your consent

By submitting your information you consent to the use of that information as set out in this policy. If we change our privacy policy we will post the changes on this page, and may place notices on other pages of the website, so that you may be aware of the information we collect and how we use it at all times. We will also e-mail or SMS you should we make any changes so that you may consent to our use of your information in that way. Continued use of the service will signify that you agree to any such changes. Owing to the global nature of the Internet infrastructure, the information you provide may be transferred in transit to countries outside the European Economic Area that do not have similar protections in place regarding your data and its use as set out in this policy. However, we have taken the steps outlined above to try to improve the security of your information. By submitting your information you consent to these transfers.

How to contact the data controller in Minicab4hire

We welcome your views about our website and our privacy policy. If you would like to contact us with any queries or comments please send an email to info@minicab4hire.co.uk

8. Links to other websites

This statement relates to our privacy practice in connection with our website and related mobile applications and the personal data collected through our website and mobile applications. However, we are not responsible for the content or privacy practices of other websites, including linked websites, websites made available through this website and websites to which we may direct you.

These Terms and Conditions are in addition to Minicab4hire Standard Terms & Conditions as seen below

Minicab4hire: Standard Terms & Conditions of Trading

DEFINITIONS AND INTERPRETATION

Minicab4hire is a trading name of Hurlingham Cars Limited incorporated and registered in England and Wales with company number 4536499 whose registered office is at 18 Lillie Road, London, SW6 1TS

Account means a customer account which has been opened by Minicab4hire in respect of a particular Customer and is identified by the customers chosen account name

Account Customer “You” and “Your” means any Customer to which Minicab4hire provides Account Services in respect of a particular Booking and which shall include any representative of the Customer which makes the Booking or uses the Services pursuant to such Booking.

Account Services mean the Services provided by Minicab4hire to an Account Customer, in accordance with clause 4

Authorised Users Means a list of names provided by an Account Customer of persons permitted to make bookings.

Password means a Password chosen at the Account Customers discretion to prevent Ad Hoc usage of Account facilities.

We, “we”, “Our”, “our”, “Us” and “us” means Minicab4hire

Booking means a Customer’s request for Services howsoever communicated to us as evidenced by our records.

Cancellation Fee means a fee payable by the Customer for the cancellation of the Services by the Customer as detailed in the Price List (the Cancellation Fee will be higher where the Collection Address is outside of Central London).

Cash Customer means a Customer that contracts with the Driver for Services and which elects to pay for the Services by cash, which is collected by a Driver, in accordance with clause 2.2

Cash Services means Services in respect of which a Driver (as principal) contracts directly with a Cash Customer booked through Hurlingham Cars acting as disclosed agent for the Driver.

Contract means a contract for the provision of Services for Customers (a) made by Minicab4hire acting as disclosed agent for the Driver (as principal) for the provision of Cash Services resulting in the Customer entering a direct contract with the Driver and (b) who pay for Services by credit or debit card where payment is processed by Minicab4hire acting as disclosed agent for the driver (as principal) resulting in the Customer entering a direct contract with the Driver (c) by Minicab4hire for the provision of Services for Customers who maintain an account with Minicab4hire and payment is made directly to Minicab4hire by the Customer **“Charges”** means (a) our charges shown in the Price List or other published literature, (b) the charge communicated to the person Booking the Services.

Christmas Period means between 18:00 hours on 24 December to 06:00 hours on 26 December, in any year, and from 17:00 hours on 31 December to 07:00 on 1 January, in any year.

Collection Address means the address stated by the Customer at the time of making the Booking as the address from which the Vehicle shall collect the Customer, any Passengers.

Credit and Debit Card Services means Services provided by Minicab4hire acting as disclosed agent for the driver (as principal) resulting in the Customer entering a direct contract with the Driver and making payment using a credit or debit card which is processed by Minicab4hire for the Customer and paid directly to the driver.

Customer and “You” means any person(s), firm or company which books Services.

Driver means any person who drives a Passenger Vehicle.

Minors mean children of less than 14 years of age.

Passenger(s) means the Customer and such persons who the Customer shall authorise and/or permit to make use of the Passenger Services by travelling in a Passenger Vehicle. By agreeing to or using the Services each Passenger agrees to be bound by these Terms.

Passenger Services means the transportation of Passengers by a Passenger Vehicle.

Passenger Vehicle means any vehicle used for the carriage of Passengers.

Price List means the list maintained by us of certain of our charges relating to the services from time to time and a current copy of which can be obtained on request.

Restricted Street means any location subject to any parking law or regulation prohibiting any vehicle waiting during prescribed hours.

Service means Passenger Services agreed in writing between the Customer and us from time to time.

Terms means these terms and conditions, as amended from time to time.

Vehicle means a Passenger Vehicle.

Waiting Time Charge means a fee payable by the Customer for waiting time incurred beyond the agreed free period

Website means www.minicab4hire.co.uk .com & .london

Written means any written communication including email and SMS.

PASSENGER SERVICES

1.1 Credit and Debit Card Services

Please note that clause 2.1 shall apply to all Bookings for Credit and Debit Card Services, which shall include any Booking made by an Account Customer who has elected not to use the Account in respect of that particular Booking.

1.1.1 When making a Booking for Credit and Debit Card Services, the Customer must elect to make payment to Minicab4hire acting as disclosed agent for the driver (as principal) for the Services either by way of a credit card or a debit card payment, details of which shall be processed by Minicab4hire

1.1.2 In consideration for the performance of Credit and Debit Card Services, the Customer agrees to pay the Charges by way of a credit or debit card payment in accordance with clause 1.1.1

1.1.3 For the avoidance of any doubt VAT may be chargeable depending on the individual VAT status

of the driver

1.2 Cash Services

Please note that clause 2.2 shall apply to all Bookings for Cash Services, which shall include any Booking made by an Account Customer who elects not to use the Account in respect of that particular Booking.

1.2.1 When making a booking for Cash Services, the contract shall be made by Minicab4hire acting as a disclosed agent for the Driver (as principal) resulting in the Customer entering a direct contract with the Driver. Such Contract shall be subject to these Terms.

1.2.2 In consideration for the performance of the Cash Services, the Customer shall pay the Charges to the Driver (as principal) upon completion of the Services (i.e., upon arrival at the Customer's destination) or earlier if the Driver shall, in the Driver's absolute discretion, decide.

1.2.3 In respect of Cash Services, payment shall be made in cash and the Driver shall not accept any other form of payment.

1.2.4 For the avoidance of any doubt VAT may be chargeable depending on the individual VAT status of the driver.

1.3 Passenger Services – Fees and Charges

1.3.1 The price quoted to the customer at the time of making the Booking shall be calculated on the journey specified by the customer at the time of booking (the “**Quoted Journey**”). The price quoted by us shall be based upon our chosen route between the collection address and the customer’s destination (via any other pick-up points or drop-off points stated by the Customer at the time of making the Booking). The Price quoted for Account Services will be in accordance with charge rates agreed between Minicab4hire and the Customer. These will not normally be communicated to persons booking an account service unless the customer requires this.

1.3.2 If a Booking is cancelled by a Customer after the Passenger Vehicle has departed to fulfil the Booking, a Cancellation Fee shall be chargeable. A Cancellation Fee will also be chargeable where at Customer’s request a Driver has been allocated to a Booking and the Customer cancels that Booking.

1.3.3 In relation to collection of any Passenger(s) from an airport, we will allow 40 minutes waiting time starting from the last known estimated arrival time of an inbound international flight (we will allow 20 minutes waiting time from the last known estimated arrival time of an inbound domestic flight). We reserve the right to charge the customer a Waiting Time Fee (as detailed in the Price List), which shall, for the avoidance of doubt, include the first 20 or 40 minutes (as the case may be). For the purposes of this clause the “last known estimated arrival time” will either be (a) if the Customer provides a flight number at the time of making the Booking, we will monitor the relevant flight and alter the collection time accordingly; or (b) if the Customer does not provide a flight number, the time which has been specified by the Customer.

1.3.4 All car parking fees will additionally be chargeable to the Customer for collections from airports, seaports, international and domestic train terminals.

1.3.5 In the event that the Customer or any Passenger (other than an unaccompanied Minor) requires us at the beginning of or during the course of the Quoted Journey to make any additional or alternative pick-up(s) or collection(s) of Passenger(s) or to drop off Passengers at any locations other than as specified in the Quoted Journey or to take any variation from the Quoted Journey or follow a route other than our chosen route, additional charges may be applied by us. Any Passenger (other than an unaccompanied Minor) may amend the Quoted Journey by providing clear instructions to the Driver. We may (but we are not required to) obtain consent from the Customer for such amendment prior to agreeing the amending instructions.

1.3.6 In the event that the Customer requires more than four (4) passengers to travel in a Passenger Vehicle additional charges may be levied by us for the provision of a larger Passenger Vehicle or the carriage of additional Passengers in excess of four (4).

1.3.7 We reserve the right to charge the Customer a surcharge for all journeys made during the Christmas Period, such surcharge will be communicated to the person Booking the Services.

1.4 Passenger Services – General

1.4.1 We shall use reasonable endeavours to provide a Passenger Vehicle in good working order of the type specified by the Customer (and in the event that such a vehicle is not available, a reasonable alternative vehicle) within any time for so doing given by us or within a reasonable time.

1.4.2 Customers must inform us at the time of making a booking if the Customer or any Passenger wishes to carry any domestic animals in any Passenger Vehicle. All domestic animals must be carried in a suitable locked box or cage, if appropriate and/or be suitably restrained. Minicab4hire and/or the Driver reserve the right to cancel a booking on arrival at the Collection Address if we have not been informed of the Customer’s requirement to carry an animal in the Passenger Vehicle. Assistance dogs are exempt from this requirement and are permitted to travel in any Passenger Vehicle at no extra charge.

1.4.3 Passengers are not permitted to smoke in any Passenger Vehicle.

- 1.4.4 Passengers shall not play any musical instrument or broadcast recorded music in any Passenger Vehicle except with our written permission.
- 1.4.5 Passengers shall not consume alcohol in any Passenger Vehicle and we and/or the Driver reserves the right to decline carriage to any Passenger and may require a Passenger to alight from a Passenger Vehicle who, in our opinion, is intoxicated.
- 1.4.6 The transportation of luggage in a Passenger Vehicle shall be permitted in our absolute discretion. Passengers shall remain responsible at all times for their luggage and shall load and unload their own luggage. We may assist the Customer with the loading and unloading of his/her luggage from the Passenger Vehicle, at our sole discretion.
- 1.4.7 We accept no responsibility for the loss or damage to any luggage which is transported in a Passenger Vehicle. The Customer acknowledges and accepts that any luggage stored in the Passenger Vehicle may move around during the journey and accordingly the Customer (and any Passengers) should take extra care when opening the luggage compartment of the Passenger Vehicle.
- 1.4.8 Passengers are required to comply with current customs laws and regulations and we shall not be responsible for any delays caused by any failure to comply with the same.
- 1.4.9 All Passengers are required to use seatbelts at all times.
- 1.4.10 We will not allow unaccompanied Minors of less than 11 years of age to travel alone in a Passenger Vehicle. In exceptional circumstances and subject to the parent/ guardian's consent we may allow Minors over the age of 11 to travel unaccompanied. When booking a journey for any unaccompanied Minor the Customer must inform us that an unaccompanied Minor will be travelling. We do not accept any additional responsibility for any Minor who travels unaccompanied in a Passenger Vehicle.
- 1.4.11 We reserve the right to refuse to transport or cease to transport any Passenger who behaves in a disorderly, threatening or abusive manner or who, in our absolute discretion, we consider a nuisance or a danger to our employees, agents, subcontractors or to fellow Passengers and may require such a Passenger to alight from a Passenger Vehicle and the Customer may be charged a Cancellation Fee. We are committed to providing Services in accordance with the Equality Act 2010. We may assist any Passenger who is not capable of boarding and alighting a Passenger Vehicle unaided, at our sole discretion but at the Passenger's risk.
- 1.4.12 We may charge reasonable repair or cleaning charges plus £90 representing loss of earnings for the Driver in the event of spillages in or in the event that any Passenger vomits in or otherwise soils, contaminates or damages a Passenger Vehicle.
- 1.4.13 We shall not be responsible for any property left by Passengers in any Passenger Vehicle. Where property is found in a Passenger Vehicle we will store it for a maximum period of 30 days and thereafter we shall be entitled to return, sell, destroy or otherwise dispose of such property as we, in its absolute discretion, see fit.

2. ACCOUNT SERVICES

2.1 Bookings and Charges

2.1.1 Prior to making any Booking for Account Services, the Customer must first open an Account with Hurlingham Cars Ltd (Trading as Minicab4hire).

2.1.2 When making any Booking for Account Services, the Customer must quote the Account Name, Authorised User Name and Password (Password only required if Set Up) If the Customer fails to provide the required information, we shall not be obliged to perform the Account Services. The Customer must keep its chosen password confidential to avoid Ad Hoc usage

2.1.3 We shall be entitled to treat any Booking made quoting Authorised User Names and or Passwords as duly authorised by the Customer and the Customer shall be liable in respect of all Charges relating thereto. It is the Account Customers responsibility to keep Hurlingham Cars Ltd (Trading as Minicab4hire) informed in writing of any changes to Authorised User lists or passwords to avoid Ad Hoc usage.

2.1.4 In consideration of performance of the Account Services, the Customer shall pay the Charges, the priority fee and any applicable VAT (without set off or deduction), as invoiced by Hurlingham Cars Ltd (Trading as Minicab4hire) within 30 days (or such shorter period as we in our absolute discretion notify to you) of the date of an invoice (the “**Due Date**”).

2.1.5 Payment shall be made by BACS to such bank account, as we shall notify the Customer.

2.1.6 We shall invoice the Customer each month in respect of the Account Services carried out for the Customer during the previous month or at such other intervals as may be agreed by the parties in writing. Each invoice will be accompanied by a statement detailing the Services invoiced.

2.1.7 In the event of non-payment of any Charges by the Due Date, we shall be entitled to charge and the Customer shall pay interest at a rate of 8% per annum on any amount outstanding until payment is made, both before and after any judgement.

2.1.8 We may, at any time, set a limit on the total credit given to any Customer at any one time and we shall not be obliged to provide Account Services once that limit has been reached. Any such limit shall be notified to the Customer in writing by us.

2.1.9 Any dispute in respect of the Charges shall be submitted, in writing, within 14 days of receipt by the Customer of the relevant invoice.

2.1.10 When an Account is terminated, by any means whatsoever, the Customer shall pay to us all outstanding Charges which are owed to us as at the date of termination.

2.2 Passenger Services

Clauses 2.3 and 2.4 of these Terms shall apply to all Passenger Services made in accordance with this clause 4 by an Account Customer.

3. GENERAL

Please note that clause 6 applies to all Passenger Services and all Courier Services, including Account Services.

3.1 We shall be entitled to vary the Price List from time to time.

3.2 We shall be entitled to exercise a lien over any property belonging to the Customer in our possession pending payment of any Charges due to us.

3.3 We may, in our absolute discretion, decline to accept any Booking.

3.4 Any dates, periods or times specified by us in connection with the performance of the Services are estimates only and time shall not be of the essence for the performance by us of our obligations under the Contract. We make no warranty that any Passenger or Goods or property shall be delivered within the Customer’s stipulated time period (if any) and/or within any time period stated by us unless express reference is made to this Clause and agreed in writing by a director of Hurlingham Cars Ltd (Trading as Minicab4hire)

3.5 Passenger(s) and any luggage and any personal items and all Goods shall be ready for collection at the time stipulated by the Customer when the Booking is made. Where the Collection Address is in a Restricted Street we will allow 2 minutes (and where the Collection Address is not a Restricted Street 5 minutes) for loading. In the event that all booked Passenger(s), and their luggage have not boarded the Passenger Vehicle within 2 minutes (or 5 minutes as the case may be) of the later of i) the arrival of the Passenger Vehicle at the Collection Address and ii) the booked time for collection we

reserve the right to charge the Customer a Waiting Time Fee (as detailed in the Price List, which will, for the avoidance of doubt, include the first 2 minutes (or 5 minutes as the case may be)).

Furthermore where the Collection Address is in a Restricted Street the Driver shall be entitled to leave the Collection Address and we shall endeavour to arrange with the Customer a revised collection time or location. If revised collection details cannot be agreed with the Customer we may treat the Booking as having been cancelled and charge a Cancellation Fee. Where the passenger and any luggage and any personal items are not unloaded within 5 minutes of the arrival of the Passenger Vehicle or Courier Vehicle at the Customer's destination we reserve the right to charge the Customer a Waiting Time Fee (as detailed in the Price List, which will, for the avoidance of doubt, include the first 2 minutes (or 5 minutes as the case may be)).

3.5.1 No delay or omission by either party in exercising in whole or in part any right, power or remedy provided by law or under the Contract shall affect that right, power or remedy; or operate as a waiver of it.

3.6 The Customer agrees to indemnify and keep us fully indemnified from and against any direct and indirect losses, claims, expenses, damages or liability whatsoever incurred or suffered by us as a result of the negligence, acts or omissions or default under the Contract by the Customer, or its employees, agents or subcontractors or any Passengers.

3.7 The Customer shall be liable for any damage caused by Passengers to any Passenger Vehicle.

3.8 To the extent permitted by law, we shall not be liable in any way whatsoever for the acts or omissions of any sub-contractors to whom we sub-contract the Services. We shall use our reasonable endeavours to ensure that we only sub-contract the Services to such third parties that have at least the minimum insurance cover required in the third party's country of operation. If we are aware that a third party does not have a level of insurance coverage which we would expect, we reserve the right to request that the Customer signs a standard form disclaimer and acknowledgement in respect of the same.

3.9 We shall not be liable to the Customer for any loss or damage to property arising in the course of delivering, loading or unloading Passenger's luggage or personal effects.

3.10 We shall not be liable to the Customer for any loss of anticipated savings, business revenues, loss of agreements, loss of opportunity or loss of business or profits whether categorised as direct or indirect or any indirect, special or consequential loss (including losses arising from business interruption, wasted management time, loss of goodwill, data and all other such loss whether or not arising in the normal course of business).

3.11 We shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing any of our obligations under the Contract.

3.12 We shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any failure to perform any of our obligations under the Contract if the delay or failure was due to any circumstances or cause beyond our reasonable control.

3.13 We shall, in no event, have any liability in respect of any claim, howsoever arising, that is not notified to us by the Customer, in writing, with sufficient particularity, to identify the nature and the quantum of the claim within fourteen (14) days of the occurrence of the circumstances giving rise to the claim.

3.14 At the time of booking any Journey times given by our staff will be in an advisory capacity only. Any advice given will be based on normal road and driving conditions. Passengers will be solely responsible for determining sufficient travel time to get them to their destination, and should allow for any local events, road closures, failure of public transport services or weather conditions.

3.15 We shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of advice given regarding travel times

3.16 A person who is not a party to any Contract shall not have any rights under or in connection with it.

3.17 We 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.

3.18 If any provision of these Terms, which is not of a fundamental nature, is held by any court or other competent authority to be invalid or unenforceable in whole or in part, such part, term or provision shall be deemed deleted from these Terms and the remainder shall not be affected. Should the foregoing apply the parties shall use all reasonable endeavours to agree upon any lawful and reasonable changes to these Terms which may be necessary in order, as close as possible, to give effect to the commercial intent of these Terms.

3.19 We reserve the right to amend these Terms. Any amendments to these terms will be posted on the Minicab4hire website

3.20 These Terms shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales