**Terms & Conditions**

**1. DEFINITIONS**  
  
“Account Services” means the Services provided by the Company to an Account Customer, in accordance with clause 4 prior to making any Bookings.  
  
“Booking” means a Customer’s request for Services howsoever communicated to the Company as evidenced by the Company’s records.  
  
“Cancellation Fee” means a fee charged by the Company for the cancellation of the Services by the Customer prior to the booked collection time and after the Passenger Vehicle has departed to fulfil the Booking (whether or not it has arrived at the Collection Address) as detailed in the Price List  
  
“Cash Customer” means a Customer which elects to pay for the Services by cash, which is collected by a Driver, in accordance with clauses   
  
“Cash Services” means Services provided by the Driver to the Customer, to be paid for by the Customer to the Driver by way of a cash payment.  
  
“Pickup 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 and any Passengers.  
  
“VIPdriving means subsidiaries or associated companies, as is the company which provides the Services pursuant to a Contract and which expression shall, where the context allows, include their respective agents and sub-contractors.  
  
“Customer” means any person(s), firm or company to whom the Company provides Services.  
  
“Driver” means any person who provides his/her services, for the transportation of Passengers by a Passenger Vehicle, to the Company pursuant to a contract for services.  
  
“Parcel” means any goods transported by the Company pursuant to a Contract.  
  
“In Writing” means any written communication including email and SMS.  
  
“Terms” means these terms and conditions, as amended from time to time.

**2. PASSENGER SERVICES**  
  
2.1 Credit and Debit Card Services.  
Please note that the following clauses shall apply to all Bookings for the 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.  
  
2.1.1 When making a Booking for the Credit and Debit Card Services, the Customer must elect to pay the Company for the Services either by way of a credit card or a debit card payment, details of which shall be processed by the Company.  
  
2.1.2 In consideration for the performance of the Credit and Debit Card Services, the Customer shall pay the Charges by way of a credit or debit card payment in accordance with clause 2.1.1.  Such Charges in relation to the Credit and Debit Card Services shall include a card handling fee (as detailed in the Price List) plus VAT.  
  
2.2 Cash Services  
Please note that the following clauses shall apply to all Bookings for the Cash 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.  
  
2.2.1 When making a booking for Cash Services, the contract shall be made as between the Company, acting as agent for the Driver, and the Customer in relation to Cash Services and such Contract shall be subject to these Terms, and any reference in these Terms to the Company shall be a reference to the Driver in relation to the provision of the Cash Services and these Terms shall be considered to be the terms of trading between the Driver and the Customer.  
  
2.2.2 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 (ie, upon arrival at the Customer’s destination) or earlier if the Driver shall, at his absolute discretion, decide.  
  
2.2.3 In respect of Cash Services, payment shall be made in cash and the Driver shall not accept any other form of payment.  
  
2.2.4 For the avoidance of any doubt the Customer shall not be charged VAT in relation to the payment for any Cash Services.  
  
2.3 Passenger Services – Fees and Charges  
  
2.3.1 The price provided to the Customer at the time of making the Booking shall be based on the journey specified by the Customer at the time of Booking (the “Original Journey”).  The price quoted by the Company shall be based upon the Company’s 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). Should the Customer wish to take a specific route (which is different to that taken by the Company) the Company reserves the right to charge the Customer an additional charge in relation to that Booking.  
  
2.3.2 The Company reserves the right to charge the Customer for any additional costs which may be incurred by the Company as a result of any variation or deviation from the Original Journey specified at the time of Booking, as detailed below.  
  
2.3.3 The Company shall be entitled to vary the Price List from time to time by giving not less than 10 Business Days written notice to the Customer.  
  
2.3.4 If a Booking is cancelled by the Customer on or after arrival of the Passenger Vehicle at the Collection Address, a Cancellation Fee shall be charged. If a Booking is cancelled by a Customer after the Passenger Vehicle has departed to fulfil the Booking (but prior to its arrival at the Collection Address) the Company shall be entitled, at its sole discretion, to charge a Cancellation Fee of 10%  
  
  
2.3.5 The Customer and Passenger(s) and any luggage or personal items shall be ready for collection at the time stipulated by the Customer when the Booking is made.  The Company will allow 15 minutes for waiting or loading when picking up Passenger(s). .  
  
2.3.6 In relation to collection of the Customer and any Passenger(s) from an airport, the Company will allow 45 minutes waiting time starting from the last known estimated arrival time of an inbound international flight (the Company will allow 45 minutes waiting time from the last known estimated arrival time of an inbound domestic flight).    
2.3.7 All car parking fees are included within the rates stated in the Price List for collections from airports, seaports, international and domestic train terminals.  
  
  
2.4 Passenger Services – General

2.4.1 The Company may, in its absolute discretion, decline to accept any Booking.  
  
2.4.2 In providing the Passenger Services, a Driver shall choose, at his/her sole discretion, the route from the Collection Address to the Customer’s destination.  If a Customer requests that a specific route is taken, any price quoted in respect of such journey may be amended.  
  
2.4.3 Customers must inform the Company 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 should be carried in a suitable box or cage, if appropriate and/or be suitably restrained.  The Company and/or the Driver reserve the right to cancel a booking on arrival if the Company has not been informed of the Customer’s requirement to carry an animal in the Passenger Vehicle.  Guide dogs are permitted to be carried in any Passenger Vehicle provided that the Company is informed at the time of making the Booking.  
  
2.4.4 Passengers are not permitted to smoke in any Passenger Vehicle.  
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2.4.5 Passengers shall not consume alcohol in any Passenger Vehicle except with the written permission of the Company and the Company reserves the right to decline carriage to any Passenger who, in its opinion, is intoxicated.  
  
2.4.6 The transportation of luggage in a Passenger Vehicle shall be permitted in the absolute discretion of the Company. Passengers shall remain responsible at all times for their luggage and shall load and unload their own luggage.  
  
2.4.7 The Company accepts 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.  
  
2.4.8 Passengers are required to comply with current customs laws and regulations and the Company shall not be responsible for any delays caused by any failure to comply with the same.  
  
2.4.9 All Passengers are required to use seatbelts at all times.  
  
2.4.10 The Company will allow unaccompanied children less than 14 years of age to travel alone in a Passenger Vehicle.  When booking a journey for any child less than 14 years of age the caller must inform the Company that a child will be travelling.  The Company does not accept any additional responsibility for any child who travels unaccompanied in a Passenger Vehicle.  
  
2.4.11 The Company reserves the right to refuse to transport any Passenger who behaves in a disorderly, threatening or abusive manner or who, in its absolute discretion, the Company considers a nuisance or a danger to its employees, agents, subcontractors or to fellow Passengers.  The Company is committed to providing services in accordance with the Equality Act.  The Company will do what it reasonably can to assist those who are not capable of boarding and alighting a Passenger Vehicle unaided.  
  
2.4.12 The Company reserves the right to charge reasonable cleaning charges in the event of spillages or in the event that any Passenger vomits or otherwise soils or damages a Passenger Vehicle.  
  
2.4.13 Any dates, periods or times specified by the Company in connection with the performance of the Passenger Services are estimates only and time shall not be of the essence for the performance by the Company of its obligations under the Contract.  The Company makes no warranty that the Customer or Customer’s goods or property shall be delivered within the Customer’s stipulated time period (if any) and/or within any time period stated by the Company unless expressly agreed in writing by a director of the Company.  
  
2.4.14 The Company shall not be responsible for any property left by Passengers in any Passenger Vehicle. Such property will be stored by the Company for a period of 28 days and thereafter the Company shall be entitled to return, destroy or otherwise dispose of such property as it, in its absolute discretion, sees fit.

2.4.15 The Company shall not be responsible for provision of any infant/child car seats or boosters required by law.  
  
**3. CASH SERVICES**  
  
3.1.1 When making a booking for Cash Services, the contract shall be made as between the Company, acting as agent for the Driver, and the Customer in relation to Cash Services and such Contract shall be subject to these Terms, and any reference in these Terms to the Company shall be a reference to the Driver in relation to the provision of the Cash Services and these Terms shall be considered to be the terms of trading between the Driver and the Customer.  
  
3.1.2 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 (ie, upon arrival at the agreed destination) or earlier if the Driver shall, at his absolute discretion, decide.  
  
3.1.3 In respect of Cash Services, payment shall be made in cash and the Driver shall not accept any other form of payment.  
  
3.1.4 For the avoidance of any doubt, the Customer shall not be charged VAT in relation to the payment for any Cash Services.

**4. ACCOUNT SERVICES**  
  
4.1 Bookings and Charges  
  
4.1.1 The Company 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.  
  
4.1.2 In the event of non-payment of any Charges by the Due Date, the Company shall be entitled to charge and the Customer shall pay interest at a rate of 6% per annum on any amount outstanding until payment is made, both before and after any judgment.  
  
4.1.3 Any dispute in respect of the Charges shall be submitted, in writing, within 14 days of receipt by the Customer of the relevant invoice.  
  
4.1.4 When an Account is terminated, by any means whatsoever, the Customer shall pay to the Company all outstanding Charges which are owed to the Company as at the date of termination.  
  
  
**5. GENERAL**  
  
The following clauses apply to all Passenger Services, including Account Services.  
  
5.1 These Terms shall be incorporated and form part of all Contracts for the provision of the Services by the Company to the Customer.  
  
5.2 The Customer agrees to indemnify and keep the Company fully indemnified from and against any direct and indirect losses, claims, expenses, damages or liability whatsoever incurred or suffered by the Company as a result of the negligence, acts or omissions or default under the Contract by the Customer, or any Passengers, employees, agents or subcontractors.  
  
5.3 The Customer shall be liable for any damage caused by Passengers to any Driver Vehicle.  
  
5.4 Subject to the following provisions of this clause 6, except in respect of death or personal injury caused by the Company’s negligence, or that of its servants or agents, the Company’s liability to the Customer for loss and/or damage caused by the negligence of the Company and/or its servants or agents, or otherwise which arises out of or in connection with the provision of the Services or their use by the Customer shall be limited as follows:  
  
5.4.1 in relation to the Services generally, the Company’s liability shall not exceed £150;  
  
5.4.2 in the case of lost or damaged Goods(including where relevant luggage of Customers travelling in Passenger Vehicle, the Company’s liability shall not exceed £150 unless the Customer has notified the Company that the Goods have a value in excess of £150 and the Company has agreed in writing to be responsible for the repair or replacement of the Goods up to a greater value and the Customer shall indemnify the Company against any Passenger claiming sums in excess of such limits.  
  
5.5 To the extent permitted by law, the Company shall not be liable in any way whatsoever for the acts or omissions of any sub-contractors to whom the Company sub-contracts the Services. The Company shall use its reasonable endeavours to ensure that it only sub-contracts the Services to such third parties that have at least the minimum insurance cover required in the third party’s country of operation.  If the Company is aware that a third party does not have a level of insurance coverage which the Company would expect, the Company reserves the right to request that the Customer signs a standard form disclaimer and acknowledgement in respect of the same.  
  
5.6 The Company shall not be liable to the Customer for any loss of anticipated savings, business revenues, or profits whether 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).  
  
5.7 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Company’s obligations under the Contract if the delay or failure was due to any circumstances or cause beyond the Company’s reasonable control.  
  
5.8 The Company shall, in any event, have no liability in respect of any claim, howsoever arising, that is not notified to the Company by the Customer, in writing, with sufficient particularity, to identify the nature of the claim within fourteen days of the occurrence of the circumstances giving rise to the claim.  
  
5.9 The Customer acknowledges that the limitations on the Company’s liability as set out in this clause 3 are fair and reasonable in the circumstances having been taken into account and reflected in the level of the Charges.  
  
5.10 Any complaints relating to the Services shall be addressed to the Company and made in writing within 14 days of the event giving rise to the complaint.  
  
5.11 Termination of this Contract shall be without prejudice to any rights and/or obligations of the Company and/or the Customer accruing prior to the date of such termination.  
  
5.12 Any notice required to be given by either party to the other under these Terms, shall be in writing and may be given personally or by prepaid registered post to the other party at its registered office or principal place or business or such other address as may at the relevant time have been notified as that party’s address for service.  Any notice served by registered post shall be deemed served 48 hours after posting to an address in the United Kingdom or 5 Business Days after posting to an address outside the United Kingdom.  In proving the service of any notice it will be sufficient to prove, in the case of a registered post letter to provide proof of delivery.  
  
5.13 A person who is not a party to any Contract shall not have any rights under or in connection with it.  
  
5.14 The Company reserves the right to subcontract or delegate in any manner any or all of its obligations under any Contract to any third party or agent.  
  
5.15 The Company reserves the right to amend these Terms at any time upon written notice to the Customer.  Notice of non-material amendments to these Terms shall be posted on the Company’s website.  
  
5.16 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.

**6. CURRENCY**  
  
6.1 All our prices quoted and referred to in our Price List are in British Pounds Sterling. If required otherwise written request and confirmation must be made to the Company 14 days prior to any journey taking place.