

**1 INTERPRETATION**

- 1.1 In these Conditions: "ADDITIONAL SERVICES" means such other hospitality facilities provided by the Company to the Client or its personnel when carrying out the Services including without limitation non-alcoholic beverages, newspapers and telecommunications facilities.
- 1.2 "BOOKING FORM" means the booking form in respect of the Services issued by the Company to the Client on the Company's official quotation form to which these Conditions are appended.
- 1.3 "CLIENT" means the Company or person named on the Booking Form for whom the Company has agreed to provide the Services in accordance with these Conditions.
- 1.4 "COMPANY" means KIRKHAM CHAUFFEUR SERVICES.
- 1.5 "COMPANY'S CHARGES" means the charges shown in the Standard Tariff List or a Bespoke Tariff if previously agreed by the Company and Client relating to the Services together with any additional charges related to any Additional Services provided by the Company to the Client as varied by the Company from time to time.
- 1.6 "CONTRACT" means the contract for the provision of the Services.
- 1.7 "SERVICES" means the service to be provided by the Company for the Client and referred to in the Booking Form.
- 1.8 "CHAUFFEUR" means the driver representing the Company in carrying out the Services
- 1.9 "VEHICLES" means the motor vehicles operated by the Company in carrying out the Services.
- 1.10 The headings in these Conditions are for convenience only and shall not affect their interpretation.

**2 SUPPLY OF SERVICES**

- 2.1 The Company shall provide the Services to the Client subject to these Conditions. Any changes or additions to the Services or these Conditions must be agreed in writing by the Company and the Client.
- 2.2 Further details about the Services, and advice or recommendations about their provision or utilisations, which are not given in the Booking Form, may be made available on written request.
- 2.3 The Company may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Services.
- 2.4 The Company may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.
- 2.5 Although the Company agrees to use its reasonable care and skill in providing the Services it gives no guarantee that the Services will be provided in a timely manner if the delay or failure was due to any cause beyond the Company's control.
- 2.6 The Chauffeur will drive at safe and sensible speeds in accordance with road conditions, traffic and the legal speed limits.
- 2.7 Clients are responsible for any damage they cause to the interior and or exterior of a vehicle on hire to them and will be charged accordingly for any repair or valeting required in order to reinstate a vehicle to working order.
- 2.8 The Company may at its discretion provide subcontracted Vehicles.
- 2.9 The Client in supplying an email address permits the Company to contact the Client via email, in return the Company guarantees not to supply the Clients email to any third party.
- 2.10 The Company reserves the right to change the Vehicle or Chauffeur at any time if necessary.
- 2.11 The Company's Chauffeur(s) will travel by the most appropriate route on the day, unless instructed otherwise by the Client at the time of booking.
- 2.12 The Company's Vehicle(s) and sub-contracted Vehicle(s) are fully insured for passenger and third party claims. However, Client's properties are carried entirely at their own risk and the Company shall not be held responsible/liable for any loss/damage to such property.
- 2.13 The Company will keep a lost property book at their office, and will endeavor to return any lost goods left in our Vehicle(s) or subcontracted Vehicle(s) to the Client.
- 2.14 The Company and its Chauffeur(s) have the right to refuse to carry any passenger who is thought to be under the influence of alcohol or drugs and whose behavior poses a threat either to the Chauffeur, the Vehicle or any other passenger(s).
- 2.15 The Company maintains a strict non-smoking policy in all its vehicles.
- 2.16 The Company reserves the right at its absolute discretion without giving any reason, to decline to provide the Services, notwithstanding that a Contract has been entered into with the Client.
- 2.17 It is a condition of the Company providing the Services to the Client that all passengers must wear the seat belts provided in the Vehicles at all times. For the avoidance of doubt, the Company shall not be responsible for any injury or damage attributable to a passenger's failure to wear a seat belt and the Client shall fully indemnify, and keep fully indemnified, the Company in respect of any losses, demands, expenses, actions, claims or costs arising as a result of a passenger failing to wear a seat belt.

**3 CHARGES**

- 3.1 Subject to any special terms agreed, the Client shall pay the Company's Charges and any additional sums which are agreed between the Company and the Client and specified in the Booking Form for the provision of the Services or which, in the Company's sole discretion, are required as a result of the Client's instructions or lack of instructions.
- 3.2 The Company shall be entitled to vary the Company's Charges from time to time.
- 3.3 All charges quoted to the Client for the provision of the Services are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.
- 3.4 The Company shall be entitled to invoice the Client at the end of each month in which the Services are provided, or at other times agreed with the Client.
- 3.5 Clients will be charged for Additional Services in accordance with the Standard (or if applicable) Bespoke tariff, for variations to the journey, including extra mileage and or waiting time other than that which was agreed at the time of booking.

**4 PAYMENTS**

- 4.1 The Company's Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 28 days of the date of the Company's invoice unless agreed otherwise. All payments shall be made by the Client by cheque, Credit Card or bank transfer to the account of the Company.
- 4.2 If payment is not made on the due date, the Company shall be entitled, without limiting any other rights it may have, to charge interest on the total outstanding amount (both before and after any judgement) at the rate of 8% above the base rate, from time to time, of Barclays Bank plc or an additional charge of £20.00 whichever should be the greater, from the due date until the outstanding amount is paid in full. The additional charge is subject to our normal Terms and Conditions

**5 CREDIT CARD PAYMENTS**

- 5.1 Credit card payments are subject to a 5% surcharge.
- 5.2 Clients that wish to pay by Credit card will be charged the full amount immediately following the completion of the Service.
- 5.3 In the event of any additional charges being incurred, the Company will notify the Client of the amended total before charging.
- 5.4 The charge on your credit card statement will be shown as (Kirkham Chauffeur Services).

**6 CANCELLATION AND REFUND POLICY**

- 6.1 If a booking is cancelled by the Client within 24 hours from the start of the Service, the Company reserves the right to charge a cancellation fee of 25% of the booking charge or £25 (whichever is the greater).
- 6.2 If a booking is cancelled by the Client within 4 hours from the start of the Service, the Company reserves the right to charge in full.
- 6.3 If the Client does not appear at the time and place designated as the pickup point, the Client will be charged in full.

**7 INSURANCE**

- 7.1 The Company guarantees to maintain adequate insurance in respect of its Vehicle(s) and in relation to the provision of the Services with a reputable insurance company against all insurable liability of such an amount as shall be determined by the Company. The Company shall upon written request of the Client provide to the Client copies of the Certificates of Insurance.

**8 BEST PRACTICE**

- 8.1 The Company will endeavour to provide the highest standards of safety and service. All of our Company owned Vehicle(s) and those belonging to our selected sub-contractors are maintained in strict accordance with (SCDC) licensing regulations and the Vehicle manufacturer's recommendations.
- 8.2 The Company's Chauffeur(s) comply with the laws and regulations as laid down by the Local Authority, the Ministry of Transport and the DVLA. The Company shall upon written request of the Client provide to the Client evidence of all relevant licensing documentation.

**9 WARRANTIES AND LIABILITIES**

- 9.1 The Company warrants to the Client that the Services will be provided using reasonable care and skill.
- 9.2 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any other implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its servants or agents or otherwise) including without limitation loss of anticipated profits, goodwill, reputation, business receipts or contracts or losses or expenses resulting from third party claims which arise out of or in connection with the provision of the Services or their use by the Client, and the entire liability of the Company under or in connection with the Contract whether for negligence, breach of contract, misrepresentation or otherwise shall not in any circumstances exceed the amount of the Company's Charges for the provision of the Services.
- 9.3 The Company shall not be liable to the Client 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 in relation to the Services.
- 9.4 The Company shall not be liable to the Client under the provisions of this clause unless a written claim is received by the Company within 5 days from the date that the Company provided the Services to the Client.
- 9.5 The Client shall be responsible for and shall fully indemnify the Company in respect of any loss or damage caused to the Vehicle or any additional costs or expenses incurred by the Company due to any act, omission or default of the Client when using the Services.
- 9.6 For the avoidance of doubt, where the Client enters into a Contract with the Company in respect of the Services and consents to its employees, agents, sub-contractors, customers or suppliers actually utilising the Services, the Client shall remain solely liable to the Company in respect of any loss or damage suffered by the Company caused by any act, omission or default notwithstanding any other remedy the Company may have against any other third party.
- 9.7 The Client warrants and undertakes to the Company that it shall procure each of the passengers in the Company's Vehicles to comply with all applicable traffic and road safety laws and regulations, including, without limitation, the duty of all passengers to wear a seat belt at all times when inside one of the Company's Vehicles in accordance with the Motor Vehicles (Wearing of Seat Belts) Regulations 1993 or such similar legislation as enacted from time to time.

**10 TERMINATION**

- 10.1 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his creditors or has a receiver or administrator appointed.

**11 GENERAL**

- 11.1 These Conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 11.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 11.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected.
- 11.5 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

**ADDENDUM TO TERMS AND CONDITIONS FOR (NON-ACCOUNT CLIENTS)****12 (NON-ACCOUNT CLIENT) PAYMENT AND DEPOSITS**

- 12.1 For non-account clients we require a deposit payment of 50% or £50 (whichever is the greater) to be paid at the time of booking. The balance must be paid 7 days prior to the start of the service. If the balance is not received by the due date we reserve the right to cancel the booking due to non-payment and all monies paid will be non-refundable.
- 12.2 Your booking may be subject to additional waiting time and car park charges which must be paid to your Chauffeur at the end of your journey.

**13 (NON-ACCOUNT CLIENT) CREDIT CARD PAYMENT AND DEPOSITS**

- 13.1 Credit card payments are subject to a 5% surcharge.
- 13.2 For Clients that wish to pay by Credit card a deposit payment of 50% or £50 (whichever is the greater) will be charged at the time of booking. The final balance will be charged to the Clients immediately following the completion of the Service.
- 13.3 In the event of any additional charges being incurred, the Company will notify the Client of the amended total before charging.
- 13.4 The charge on your credit card statement will be shown as Kirkham Chauffeur Services.

**14 (NON-ACCOUNT CLIENT) CANCELLATION AND REFUND POLICY**

- 14.1 If a booking is cancelled by the Client within 24 hours from the start of the Service, 50% of all monies paid will be non-refundable.
- 14.2 If a booking is cancelled by the Client within 4 hours from the start of the Service, 100% of all monies paid will be non-refundable.
- 14.3 If the Client does not appear at the time and place designated as the pickup point, all monies paid will be non-refundable.