

**Terms and Conditions for the Provision of Transfer Services  
by VECL Limited, trading as Kirkham Chauffeur Services (The Agreement).**

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## **Terms and Conditions for the Provision of Transfer Services by VECL Limited, trading as Kirkham Chauffeur Services (The Agreement).**

### **1. The Agreement:**

1.1. The Agreement covers the provision of Transfer Services (The Services) by VECL Ltd (Trading as Kirkham Chauffeur Services (registered number 13091015) whose registered office is at 4 Quern House Mill Court Great Shelford Cambridgeshire CB22 5LD (The Company) whereby a Customer may request and The Company may agree to provide the Transfer Services in accordance with The Agreement.

1.2. The Agreement may be amended by The Company from time to time at its sole discretion and without notice, other than for any pre-existing Bookings which will be honoured on the Terms and Conditions in force at the time that the Booking was made.

### **2. Defined terms have the following meaning.**

#### **2.1. Booking**

The contract which exists between a Customer and The Company following a Booking Confirmation.

#### **2.2. Booking Confirmation**

A written notice provided by The Company, following Customer Acceptance, to confirm a Booking.

#### **2.3. Booking Enquiry**

An initial Customer enquiry either requesting information or a quotation for a Transfer based on the information provided by the Customer.

#### **2.4. Booking Request**

A Customer request containing all of the relevant information which will allow The Company to respond with a firm proposal for a Transfer, in anticipation that the proposal will progress to Customer Acceptance.

A Booking Request can be submitted either following or instead of a Booking Enquiry.

#### **2.5. Customer (or Client)**

A person or organisation acting for itself, or for another person, or a group of people or an organisation and who makes a Booking Enquiry, Booking Request or Booking.

#### **2.6. Customer Acceptance**

A confirmation provided by the Customer accepting The Company's firm proposal for a Transfer, in anticipation that the proposal will progress to Booking Confirmation. A Customer Acceptance is not a Confirmed Booking.

#### **2.7. Fuel Surcharge**

**A charge which is added to the price of the Transfer to reflect changes to the cost of fuel.**

#### **2.8. Licensed Business**

A company who holds a relevant operating license and who operates in a similar business environment as The Company.

#### **2.9. Meet and Greet**

A Transfer associated with the Pick-up of passengers from an airport terminal.

#### **2.10. Partner**

An independent Licensed Business, who has arrangements in place with The Company to provide Transfer Services on behalf of The Company, having first satisfied The Company that it is a fit, prudent and reliable operator.

#### **2.11. Transfer**

The collection (Pick-up), transportation and delivery of passengers by The Company and its Partners to and from defined destinations.

#### **2.12. Transfer Services**

The business activities of The Company relating to the Transfer of passengers within the Terms and Conditions set out in The Agreement.

#### **2.13. Third Party Service Provider**

A company operating in a similar business environment to The Company and who The Company would reasonably expect to be a relevant Licensed Business.

#### **2.14. Unconfirmed Booking**

An incomplete Booking, i.e. the status of a Booking, prior to Booking Confirmation, including any quotation/proposal by The Company, or the submission by a Customer of a Booking Enquiry, Booking Request or Customer Acceptance.

#### **2.15. Unsociable hours charge**

A charge which is added to the price of the Transfer where the Pick-up time is between 23.00 and 05.30 hours.

### **3. Booking Enquiry**

3.1 The Customer will submit an enquiry via telephone, email, online form or other means which The Company may introduce from time to time.

3.2. The Customer will provide all the relevant information requested by The Company in order for The Company to progress the enquiry and/or provide a quotation. Failure to provide all the requested information may result in a delay in the preparation of the quotation. The Company, at its sole discretion, may decline or reject a Booking Enquiry.

### **4. Booking Request**

4.1. Where the Customer wishes The Company to undertake a Transfer it will submit a Booking Request either:

- (i) following a Booking Enquiry or
- (ii) without having first submitted a Booking Enquiry.

4.2. The Booking Request will be in a format made available by The Company and which may be amended by The Company from time to time.

4.3 Where the Customer has not previously provided all the relevant details as part of a Booking Enquiry, it will provide the information as part of the Booking Request. Failure to do so may result in delays in progressing the Booking Request. The Company at its sole discretion may decline or reject a Booking Request.

4.4. Where The Company rejects or declines a Booking Request, it will advise the Customer of the relevant reasons for doing so.

## 5. Booking Confirmation

5.1. Where The Company agrees to the Booking Request it will provide the Customer with a firm proposal based on the Customer's requirements, in the form of an Unconfirmed Booking.

5.2 An Unconfirmed Booking only becomes a Confirmed Booking upon:

- (i) the Customer submitting a Customer Acceptance, and
- (ii) The Company subsequently issuing a Booking Confirmation

5.3. It is the Customer's responsibility to validate the details contained in the Unconfirmed Booking prior to Customer Acceptance and to promptly notify The Company of any changes, errors or omissions and

5.3.1 where the Customer notifies The Company of any changes, errors or omissions prior to Customer Acceptance the Company will amend and resubmit a revised Unconfirmed Booking.

5.4. The Company will have no liability to the Customer for the Customer's failure to comply with Condition 5.3 and

5.4.1. where the Customer's failure materially impacts the planned outcome of the Transfer the Company reserves the right to recover the fees due for the Booking and to apply other charges to cover any additional costs incurred as set out in Schedule 1 of The Agreement.

5.5. Where a Customer wishes to amend the Booking following Booking Confirmation, they will promptly notify The Company and

5.5.1 any amendments will only take effect following acknowledgement and confirmation by The Company and

5.5.2. where amendments result in a material change to the original Booking the Company reserves the right to:

- (i) cancel the original Booking and replace it with a new unconfirmed Booking and
- (ii) recover the full or partial fees for the original Booking depending on the amount of notice provided for any such amendments, as set out in Schedule 1 of The Agreement.

5.6. The Customer confirms that it has the authority to request and/or book Transfer Services from The Company and to pay the applicable fees when they become due.

5.7. The Booking contract formed between the Customer and The Company is non-assignable.

## 6. Pick-ups - Scheduling

6.1 Where a Customer provides details of a flight departure time during the Booking process, The Company will use its experience, expertise and judgement to calculate and recommend a suitable Pick-up time, taking account of route, traffic conditions and the potential for delays.

6.2 Where the Customer requests a specific Pick-up time, in place of or in addition to providing the flight departure time, The Company will, acting as a reasonable and prudent operator, use its experience,

expertise and judgement to assess whether, in its reasonable opinion, the Customer's specified Pick-up time is appropriate.

6.3.2. Where, in the reasonable opinion of The Company, it believes that the Customer's requested Pick-up time is not appropriate, it will advise the Customer accordingly and recommend an alternative Pick-up time.

6.3.3. Should the Customer decline The Company's recommendation, The Company will adopt the Pick-up time specified by the Customer and will not be responsible for any delays to the Transfer resulting from the Customer's decision.

## **7. Pick-ups - General**

7.1. The Company will use all reasonable endeavours to arrive at a pre-agreed Pick-up on time.

7.2. Should the intended passenger(s) not be ready at the agreed pick-up time The Company's driver will:

7.2.1. where the Pick-up location is not at an airport, wait for up to 15 minutes from the agreed Pick-up time (grace period) at no extra charge or

7.2.2 in the case of an airport Meet and Greet service wait for up to an hour from the agreed Pick-up time at no extra charge and

7.3. Where waiting times exceed those stated in Conditions 7.2.1 and 7.2.2 the charges set out in Schedule 1 of The Agreement will apply.

7.4. Where The Company's driver is delayed beyond the agreed Pick-up time and in the assessment of The Company, acting as a reasonable and prudent operator, the delay is unlikely to have a material impact on the planned outcome of the Transfer then the Booking will continue as planned and The Company will have no liability to the Customer for the delay.

7.5. Where, in respect of Condition 7.4. The Company's driver is delayed and as a result the Customer unilaterally cancels the Booking or makes alternative arrangements without first consulting with The Company then:

7.5.1 the Customer shall do so at its own costs and

7.5.2. where The Company has not given its prior agreement, the Customer shall pay The Company the fees due for the Booking, as set out in Schedule 1 of the Agreement.

## **8. Airport Meet and Greet**

8.1 Where the Customer wishes to make use of The Company's airport Meet and Greet service it will:

(i) inform The Company during the Booking Request process and

(ii) provide the flight details and lead passenger's mobile number.

8.2. The Company will monitor the progress of a flight using commonly used flight tracking applications readily available online.

8.3. Should a flight be delayed, or arrive ahead of schedule The Company will, whenever reasonably possible, reschedule the planned Pick-up time to coordinate with the actual time of flight arrival.

8.4. The Company will take reasonable measures to ensure that any data within its control is accurate and reliable. However, The Company will not be responsible for any delays in Pick-up resulting from the non-availability or inaccuracy of flight tracking data provided by third parties and which is beyond the reasonable control of The Company.

8.5. The Customer acknowledges that The Company will have no liability to it for a Pick-up delay resulting from the non-availability or inaccuracy of flight tracking data provided by third parties which is beyond the reasonable control of The Company.

## **9. Equivalent vehicles**

9.1 Where The Company has agreed with the Customer to provide a particular class or type of vehicle, The Company reserves the right to provide a replacement vehicle provided that the replacement is of equal class and type to the vehicle originally intended. The Company will not be obliged to amend its fees where it has provided a replacement vehicle in accordance with this Condition 9.

## **10. Customer request for Third Party Services**

10.1 Where The Company declines or is otherwise unable to provide Transfer Services and the Customer requests The Company's assistance in make alternative arrangements on its behalf with a Third Party Service Provider, then The Company may, at its sole discretion, decline or agree to provide such assistance.

10.2. Where The Company agrees to provide such assistance and makes no charge for doing so, then it will:

10.2.1. provide assistance on a reasonable endeavours basis,

10.2.2. have no responsibility for the performance or outcome of the service provided by the third party and

10..2.3 have no liability to the Customer for providing such assistance.

## **11. Cancellations**

11.1 Where The Company is prevented from fulfilling its obligations under The Agreement due to a customer cancellation for whatever reason, including but not limited to flight cancellations, then, depending on the amount of notice provided by the Customer, The Company reserves the right to recover the full or partial cost of the Booking, in accordance with Schedule 1 of The Agreement.

## **12. Events beyond control - Force Majeure**

12.1 The Company shall not be liable for any failure to fulfil any term or condition of The Agreement if fulfilment has been delayed, hindered or prevented by an event of force majeure including, but not limited to, any strike, lockout or other industrial dispute, acts of the elements, compliance with requirements of any governmental or international authority, plant breakdown or failure of equipment, inability to obtain equipment, fuel, power, materials or transportation, or by any circumstances whatsoever beyond its reasonable control (Force Majeure Event).

12.2. Should The Company be affected by a Force Majeure Event it will promptly notify the Customer, explaining the nature and expected duration thereof and will use all reasonable efforts to remedy or mitigate such Force Majeure.

### **13. Prudent Operator**

13.1. In undertaking its Services The Company will (a) perform its duties in compliance with the reasonable requirements of the Customer and (b) in good faith and as a reasonably prudent operator exercise such care, skill and diligence as a reasonably prudent business company of established reputation engaged in providing similar Services would exercise in the conduct of its business.

### **14. Fees for Services**

14.1 Fees will be charged on the following basis:

14.1.1 The fees set out in a Booking Confirmation or replacement Booking Confirmation following any agreed changes to the Customer's requirements and or,

14.1.2. any Additional or cancellation charges in respect of a Booking as set out in Schedule 1 of The Agreement.

### **15. Extent of The Company's Liability**

15.1. Pick-up times and journey times are provided on a reasonable endeavours basis and The Company shall have no liability to the Customer in the event that a pick-up time or journey time exceeds any estimate provided or otherwise exceeds the Customer's or the passenger(s)' expectations for whatever reason, nor shall The Company have any liability to the Customer or passenger(s) in connection to the time at which the passenger(s) arrive or fail to arrive at the destination.

15.2. The Company shall have no liability for any damage, loss, costs claims or expenses (whether foreseeable or not) incurred or suffered by the Customer or the passenger(s) (other than in the event of death or personal injury) by virtue of eventualities or occurrences acts or omissions including on the part of the driver outside of the reasonable control of The Company .

15.3 It is the Customer's and/or the passenger(s) responsibility to ensure that valuables and other personal items are appropriately insured. The Company will not be responsible for any loss or damage to any such items.

15.4 In the event that The Company unilaterally cancels a Booking it shall have no liability to the Customer or intended passenger(s) where it has used all reasonable endeavours to fulfil the Booking and notify the Customer of the cancellation, irrespective of whether The Company has succeeded in notifying the Customer or intended passenger(s).

15.4.1 Where The Company has unilaterally cancelled a Booking, it may, with the Customer's consent, arrange for a Third Party Service Provider to fulfil the booking on its behalf.

### **16. Claims and Complaints**

16.1. Any claim or complaint shall be notified by the Customer to The Company within 14 days of the date of the invoice containing the relevant Booking.

16.2. Where a claim or complaint is received by The Company, it will promptly acknowledge the claim or complaint, set out a timetable for providing a substantive response to the Customer and take any



action necessary to facilitate a resolution to the mutual satisfaction of both parties.

## **17. Payment**

17.1 Unless agreed otherwise, invoices are issued to the relevant Customer indicated in the Booking Confirmation. Each invoice will include the Booking(s) up to the invoice date.

17.2. Settlement in full is due 14 days from the invoice date, unless agreed otherwise.

17.3. The Company reserves the right to charge interest for overdue payments. Details of the applicable interest rates can be made available on request by contacting The Company.

17.4 The Customer shall pay to The Company all reasonable cost and expenses (including those charged by any debt collection agency), all legal and court costs incurred in the collection of any overdue payment.

## **18. Credit Card Bookings**

18.1. Where a Booking is to be paid by credit card The Company reserves the right to pre-authorise the card to cover the cost of the Booking.

18.2. Where The Company agrees to the refund of a Credit Card payment, it will make the refund payment back to the credit card from which the original payment was taken and within 48hrs of the refund request.

18.3 Refunds will only be made to the named cardholder.

## **19. Invoice Queries**

19.1. Where a Customer wishes to query an invoice it will notify The Company in writing within 14 days of receipt of the invoice, setting out the reasons and the amount queried. The Customer shall not be entitled to dispute an invoice where the invoice query has not been submitted in writing to The Company within 14 days of receipt of the invoice, other than for a manifest error contained in the invoice.

## **20. Applicable Law**

21.1. The laws of England and Wales apply to The Agreement.

## Schedule 1 Additional and Cancellation Charges Applicable to Bookings

### 1. Pick-up waiting time other than for Meet and Greet.

The first 15 minutes of waiting from the agreed Pick-up time (grace period) is provided at no extra charge.

Subsequent waiting time, following the initial 15 minutes grace period, will be charged at the following rates:

Charge per hour beyond first 15 minutes	Charge per additional 15 minute tranche
£38	£9.50

Please note that any fraction of any additional 15-minute tranche is rounded up to a full 15 minutes.

Example: total waiting time of 38 minutes the cost would be £16 (i.e. 15 minutes grace, plus £8 for the next tranche of 15 minutes, plus another £8 for the remaining 8 minutes).

### 2. Pick-up waiting time Meet & Greet

The first hour of waiting from the agreed Pick-up time, including the first hour of airport parking, is provided at no extra charge.

Subsequent waiting time from Pick-up time will be charged at the following rates:

Charge per hour beyond first hour	Charge per additional 15-minute tranche
£38	£9.50 plus any extra parking fees

Please note that any fraction of any additional 15 minute tranche is rounded up to a full 15 minutes.

### 3. Parking other than that specified for Meet and Greet

Parking is an additional cost. If the driver is required to pay to park in order to fulfil the Booking, the parking charge will be added to the cost of the Booking and is charged at cost.

### 4. Road tolls & congestion charges

If the driver is obliged to enter a congestion charging zone, toll road or crossing, the prevailing charge will be added to the cost of the Booking and is charged at cost.

### 5. Airport drop-off fees

If a driver is obliged to enter an airport drop-off zone the prevailing charge is added to the Booking and is charged at cost.

### 6. Child seats & boosters

Child Safety seats suitable for children 9-18kg can be provided at a cost of £10 per journey. Booster seats are available at £5.00. If required, please request these at the point of booking.

### 7. Soiling of vehicle.

Any soiling of the vehicle that requires the car to be taken out of service for professional cleaning will result in a valeting charge of £150.

## 8. Booking Cancellation charges

8.1. Where the Customer provides at least 24 hours notice from the agreed Pick-up time the Booking may be cancelled and **no charges will apply**.

8.2. Where the Customer provides less than 24 hours but greater than 12 hours notice from the agreed Pick-up time then **50% of the cost of the Booking will be charged**.

8.3. Where the Customer provides less than 12 hours notice from the agreed Pick-up time the **full cost of the Booking will be charged**, other than

8.3.1 where the reason for the Booking cancellation relates to a cancelled flight with a scheduled flight duration time of 6 hours or greater and

8.3.2. the cancelled flight is rescheduled to depart within 24 hours of the original departure time and

8.3.3 The Customer has made a replacement Booking with The Company then

8.3.3.1. the cancellation charge will be **50% of the cost of the Booking**.

## 9. Fuel Surcharge

The Company reserves the right to include an applicable fuel surcharge for each Booking, the cost of which will be reviewed from time to time to reflect fluctuations in the cost of fuel.

## 10. Unsociable hours charge

The price of a Transfer will include an additional charge where the time of the Pick-up is between 23.00 and 05.30 hours, the cost of which will be shown clearly on the booking proposal provided to the Customer. At the date of this Agreement this charge is £25.

## **Schedule 2**

### **Airport Meet and Greet**

1. The Company offers an airport Meet and Greet service which includes flight tracking.
2. The Customer may access the service by requesting it at the time of the initial enquiry and will be asked to provide the flight details and lead passenger's mobile number at the time of making the Booking.
3. Using the flight details provided, The Company will monitor the progress of a flight relating to the Booking and, should the flight be delayed, or arrive ahead of schedule, The Company will, whenever reasonable and practical, reschedule the planned Pick-up time to coordinate with the actual flight arrival.
4. Please be aware that the reliability of flight tracking is dependent on the accuracy of the real time flight tracking data provided by third parties. The Company will take reasonable measures to ensure that any data within its control is accurate and reliable. However, it will not be responsible for any delays in Pick-up resulting from the non-availability or inaccuracy of data provided by third parties and which is beyond the reasonable control of The Company.

#### **5. Process at the airport**

- 5.1. Once established that the flight has landed, the driver will send an introductory SMS message to the mobile number provided at the time of Booking
- 5.2 The driver will be waiting in the arrivals hall and will be holding a name board indicating the name(s) of the passenger(s).
- 5.3. The driver will greet the passenger(s) in the arrivals hall and will provide assistance with luggage if required
- 5.4. The driver will then escort the passenger(s) to the vehicle for onward Transfer to the final destination.