

TERMS & CONDITIONS

1. Definitions and Interpretations

1.1 In these conditions:-

“These conditions” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the passenger and the Provider;

“The Passenger” means the person who accepts a quotation or offer of the Provider for the sale of Services or whose order for the Services is accepted by the Provider;

“The Provider” means Universal Taxis Ltd a company registered in England and Wales under number 8911947 whose registered office is at 5 Maylands Avenue, Hemel Hempstead, Hertfordshire, HP2 4SE;

“The Contract” means the contract for the provision of airport transfer and general taxi services under these conditions;

“The Service” means the service of transport to or from the required collection or destination (including and instalment of the service or any multiple services) which the Provider is to supply in accordance with these conditions;

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these conditions are for the convenience only and shall not affect their interpretations.

2. Conditions

2.1 The Provider shall sell and the Passenger shall purchase the Service in accordance with any quotation or offer of the Provider which is accepted by the Passenger, or any reservation of the Passenger which is accepted by the Provider, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such reservation is made or purported to be made, by the Passenger.

2.2 A contract will only come in to being upon the acceptance of the Provider of the reservation and the following conditions shall be deemed to be incorporated in the contract. The passenger accepts these terms & conditions by placing a reservation, booking with the Provider via but not limited to the providers; web site (www.choicetaxis.com), via the telephone, or via any representative agent.

2.3 The Contract will be subject to these conditions. The Provider reserves the right to revise these terms & conditions at any time without prior notice at its sole discretion. Any revised terms & conditions will be posted on the providers' web site and will come into effect 1 hour after posting.

2.4 No reservation submitted by the passenger shall be deemed accepted by the provider unless and until confirmed in writing by email telephone or otherwise by an authorised representative of the provider.

2.5 The specification for the services shall be those set out in the providers sales documentation unless expressly in the passengers reservation (if accepted by the provider). The service will only be supplied as stated in the providers' price list. Reservations received other than these will be adjusted accordingly. Illustrations, photographs or descriptions whether in the web site, brochures price lists or other documents issued by the Provider are intended as a guide only and the contents shall not be binding on the Provider.

2.6 The Provider reserves the right to make any changes in the specification of the services which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the services are to be supplied to the Providers specification, which do not materially affect their performance.

2.7 Sub-Contracting companies are not authorised to make any representations or claims concerning the service unless confirmed by the Provider in writing by email, telephone or otherwise. In entering into the contract the Passenger acknowledges that it does not rely on, and waives any claim for breach of, any such representations, which are not so confirmed.

2.8 No variation to these Conditions shall be binding unless agreed in writing by email, telephone or otherwise between the authorised representations of the passenger and the provider.

2.9 Sales literature, price lists and other documents issued by the provider in relation to the service are subject to alteration without notice and do not constitute offers to sell the service, which are capable of acceptance. A reservation placed by the passenger may not be withdrawn cancelled or altered prior to acceptance by the Provider. No contract for the service shall be binding on the Provider unless the Provider has issued a quotation which is expressed to be an offer of service; or has accepted a reservation placed by the passenger, by whichever is the earlier of:-

2.9.1 The Providers written acceptance

2.9.2 Delivery of the service;

2.10 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance offer, invoice or other document or information issued by the Provider shall be subject to correction without any liability on the part of the Provider.

2.11 The price of the Service shall be the price listed in the Providers published price list current at the date of acceptance of the passengers' reservation or such other price as may be agreed in writing by the Provider and the passenger.

2.12 Where the provider has quoted a price for the service other than in accordance with the Providers published price list the price quoted shall be valid for 24 hours only or such other time as the Provider may specify.

2.13 The Provider reserves the right, by giving notice to the Passenger at any time before delivery, to increase the price of the service to reflect any increase in the cost to the provider which is due to any factor beyond the control of the Provider (such as, without limitation, any foreign exchange fluctuation, currency regulation or alteration of duties, any change in delivery dates, quantities or specifications for the service which is requested by the passenger to give the Provider adequate information or instructions).

2.14 The Provider reserves the right to use the services of contractors or sub-contractors (herein known as third parties) to provide services to Passengers. Where appropriate details i.e. names, addresses of any such third parties will be provided by the Provider upon any reasonable request and at the discretion of the Provider.

2.16 A maximum time of 30 minutes for address collections & 1.5 hour's for airport collections will be allocated, whereupon non-contact with passengers will classify the reservation to be a no show and will be subject to clauses 3.2 and 4.3.2

2.17 All payments that are made in any other form than cash (pounds sterling) for the provision of service and on any confirmed reservation made with the provider or indirectly will result in a charge (booking fee) to the passenger of an additional 10% (calculated against the quoted price) sterling (in addition to any cash payment & or discounted price).

4. Terms of Carriage

3.1 The Providers (known as Universal Taxis Ltd) prices are based on Passengers being ready to travel at the booked time. Passengers must book their airport transfer in accordance with check in times and guidelines provided by the relevant airline.

3.2 All meets apart from airports waiting time is free for the first 5 minutes; thereafter £20 per hour on waiting. Airport meets: 30 minutes free waiting time and parking from the time of landing or predetermined arrival time after the plane has landed, thereafter you will be charged £20 per hour plus any additional car parking costs.

3.3 Fares quoted are flat rates. Any diversions, additional set down or pickups by passengers will incur an added mileage charge at £2 per mile. Fares quoted that are not booked will have a validity of 24 hours. Universal Taxis Ltd reserve the right of altering any prices without prior notification.

3.4 Neither Universal Taxis Ltd nor any of its sub-contracted drivers will accept responsibility for loss or damage to luggage. Passengers are responsible for ensuring that their luggage is loaded/unloaded at all times, if accompanying the luggage on the journey. Universal Taxis Ltd and or its sub-contracted drivers have the right to refuse any passenger or to make the journey due to the passenger having excess luggage which would result in the vehicle being unsafe whilst in motion.

3.5 Vehicles are booked by the Passengers as requested. Saloon and Estate cars carry a maximum of 4 passengers and luggage. Vehicles to carry a larger no. of passengers and luggage are available and are to be booked as required, (for luggage limitations and vehicle types and relevance view vehicles).

4. Cancellations / Cancellation Charges

4.1 No reservation which has been accepted by the Provider may be cancelled by the Passenger except with the agreement in writing, by email, telephone or otherwise of the Provider and on terms that the Passenger shall indemnify the Provider in full against all loss (including loss of profit), costs (including the cost of labour and materials used), damages, charges and expenses incurred by the Provider as a result in the cancellation.

4.2 Vehicles that are booked by Passengers that are not suitable for the purpose for which they have been booked in clause 3.5 will be subject to clause 4.3.2.

4.3 Cancellations must be informed 4 hours prior to the dispatch of the vehicle by: Telephone +44 (0) 1442 246000

4.3.1 Cancellations informed prior to the dispatch of the vehicle will incur no charge.

4.3.2 Vehicles that are cancelled by passengers after the reservation acceptance by the provider and after the vehicle has been dispatched shall incur a **minimum** £3.00 charge.

5. General Applications

5.1 The Provider shall not be liable to the Passenger or be deemed to be in breach of the Contract by reason of any delay in delivery or in performing, or any failure to perform, any of the Providers obligations in relation to the service, if any delay or failure was due to any cause beyond the Providers reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Providers control directly or indirectly:-

5.1.1 Act of God, explosion, flood, tempest, fire or accident;

5.1.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

5.1.3 Acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

5.1.4 Traffic accidents, traffic hold ups, traffic congestion;

5.1.5 Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Provider or a third party);

5.1.6 Flight delays, flight cancellations;

5.1.7 Power failure or breakdown in machinery including computer systems.

5.1.8 Subject as expressly provided in these Conditions, the Provider shall not be liable to the passenger by reason of any representation, or implied warranty, condition or other term, or any duty at common law under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Passenger (including, without limitation, loss of profit or indirect or special loss), costs, expenses or other claims for the consequential compensation whatsoever (and whether caused by the negligence of the Provider, its servants or agents or otherwise) which arise out of or in connection with the supply of the services.

5.4 If the clause 4.2 applies without prejudice to any other right or remedy available to the Provider, the Provider shall be entitled to cancel the Contract or suspend any further deliveries under the contract without any liability to the Passenger, and if services have been delivered but not paid for the price shall become due immediately due and payable notwithstanding any previous agreement to the contrary.

5.5 The Passenger undertakes to the Provider that:-

5.5.1 the Passenger will regard as confidential the Contract and all information obtained by the Passenger relating to the business and/or products of the Provider and will not use or disclose to any third party such information without the Provider's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Passenger's default;

5.5.2 The Passenger will use all reasonable endeavours to ensure compliance with this condition by its employees, servants and agents. This condition shall survive the termination of the contract.

6. Miscellaneous

6.1 No waiver by the Provider of any breach of the contract by the passenger shall be considered as a waiver of subsequent breach of the same or any other provision.

6.2 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 provision in question shall not be affected thereby.

6.3 The contract shall be governed by the laws in England and Wales.

6. Privacy Policy

We are committed to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with the Data Protection Act 1998).