

These terms and conditions and the web-based booking form constitute the entire Agreement concerning the provision of transfer service ("Service") between you and Rickerby Cars U.K. Completion of the booking form or use of the Service indicates your unconditional acceptance of the terms and conditions set out in this Agreement.

### **1. Booking**

- 1.1 You must allow sufficient time when booking your car service to allow for the travel times required by your airline/train and for any delays caused by traffic conditions. Rickerby Cars U.K shall not be responsible for any delay caused by your failure to allow enough time to reach your destination or if the passengers are not ready for collection at the booked time.
- 1.2 You must order a suitable car size for the number of passengers and luggage. Rickerby Cars U.K cannot guarantee to carry excessive amounts of luggage. Please note that a child, no matter what age, counts as one passenger.
- 1.3 Rickerby Cars U.K reserve the right to refuse any booking for any reason they deem necessary.

### **2. Prices & Payment**

- 2.1 Rickerby Cars U.K will email you a quotation based on the information supplied by you. Unless otherwise stated all prices are exclusive of VAT which, if applicable, will be charged in addition. Rickerby Cars U.K may amend the quotation if there is any material change to the original itinerary, the number of passengers, the type or size of vehicle required and waiting time incurred.
- 2.2 The quotation will exclude the cost of car parking. Rickerby Cars U.K will endeavour to check for flight delays before the driver leaves for the point of arrival but shall be under no obligation to do so.
- 2.3 If you accept the quotation, you will receive confirmation of your booking by email. Please check your booking confirmation carefully and inform Rickerby Cars U.K promptly of any errors. Rickerby Cars U.K shall not be responsible for any delays caused or costs arising from by your failure to provide us with correct information.
- 2.4 Payment can be made by credit card, debit card (at no extra cost), cash or cheque with a valid guarantee card. Payment by cheque must be made at least 7 days before the date of travel.
- 2.5 Any cancellation made within 30 days of departure date shall be paid in full.
- 2.6 Invoices to be paid within 14 days of issue date.

### **3. The Service**

- 3.1 You shall be responsible for the behaviour of all the passengers in the vehicle during the journey. You will be charged a minimum amount of £150 to cover cleaning costs in the unlikely event of the vehicle being soiled by any passenger.
- 3.2 Eating, drinking and/or smoking in the cars are not permitted.
- 3.3 All children travelling during the journey should be restrained in a manner appropriate to their age, weight and height. Suitable child seats should wherever possible be supplied and fitted by the child's parents. Such seats may be retained by the driver for use on the return journey.
- 3.4 Rickerby Cars U.K will not carry more passengers than its insurance or licensing authority allows.
- 3.5 We provide a 24hr service to clients however office hours are 09:00-18:00 Monday to Friday which are deemed reasonable operating hours within the U.K

### **4. Cancellations**

- 4.1 Rickerby Cars U.K retain the right to recover loss If you need to cancel your booking, firstly please contact Rickerby Cars U.K as soon as possible.
- 4.2 Rickerby Cars U.K reserve the right If you cancel a booking within a 24 hour period of travel date then a full charge of 100% of the total booking value will be retained as compensation of loss to the business.
- 4.3 Rickerby Cars U.K reserve the right to claim loss If you cancel a booking Over 24 hour to 48 hour period Rickerby Cars U.K will seek to recover loss for business offered on original booking at a rate of 50%.
- 4.4 Rickerby Cars U.K reserve the right to claim loss If you cancel a Mini Bus, Coach or Limousine booking within a 7 day period of date of travel. Rickerby Cars U.K will seek to recover loss for business offered on original booking at a rate of 100%.
- 4.5 Rickerby Cars U.K reserve the right to charge the full amount of the original booking for any reason a client does not turn up on actual booking "no show"
- 4.6 Rickerby Cars U.K reserve the right If you cancel a wedding car hire booking within a 1 month period prior to actual Wedding Date. Rickerby Cars U.K will seek to recover loss for business offered on original booking at a rate of 100%.
- 4.7 Rickerby Cars U.K reserve the right to retain all wedding booking deposits as fees and are non refundable.

### **5. Liability**

- 5.1 Rickerby Cars U.K shall use all reasonable endeavours to get you to your destination on time, but shall not be liable for any loss due to delays caused by road or traffic conditions beyond its control on the journey. Under no circumstances shall Rickerby Cars U.K be liable (in contract, tort or otherwise) for any loss of profits, business or for any indirect or consequential loss whatever.
- 5.2 All luggage is carried entirely at your risk.
- 5.3 Rickerby Cars U.K shall be entitled to cancel all services and provide refunds in the event of a declared national emergency, riot, war, fuel shortage, extreme weather or terrorist attack, or other circumstances beyond its control. If the car breaks down during your journey Rickerby Cars U.K will endeavour to arrange an alternative car to complete the journey as soon as practicable.
- 5.4 You shall indemnify Rickerby Cars U.K against all losses, costs, damages and expenses arising from any act or omission of any passenger in your party.
- 5.5 Neither party excludes or limits its liability for death or personal injury caused by negligence, or for wilful default or fraudulent misrepresentation, or otherwise in any manner unenforceable by any applicable law.

### **6. Termination**

Rickerby Cars U.K will refuse or terminate any booking with immediate effect if it places any driver or vehicle at risk of damage, violence or abuse by you or by any passenger in your party and we will ask all passengers to vacate the vehicle as soon as it is safe to do so. No refunds will be given if the journey is terminated part way through the hire.

## **7. Miscellaneous**

7.1 Rickerby Cars U.K may subcontract its obligations under this Agreement. You shall not assign, transfer or delegate any of your rights or obligations under this Agreement.

7.2 Rickerby Cars U.K may change these terms and conditions at any time by posting changes online. Please review these terms and conditions regularly to ensure that you are aware of any changes. All existing bookings will be at the rate quoted or applicable rate in effect at the time of booking.

7.3 Rickerby Cars U.K shall store, process and use all information regarding your personal details in accordance with the requirements of the Data Protection Act 1998.

7.4 This Agreement and any accompanying quotation represents the entire agreement between you and Rickerby Cars U.K in relation to its subject matter. If there is any discrepancy between the terms of this Agreement and the quotation, the terms of this Agreement shall prevail.

7.5 Nothing in this Agreement is intended to confer any benefit on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise, and no third party shall have the right to enforce any rights under this Agreement except where otherwise agreed in writing.

## **8. Disputes**

This Agreement shall be construed in accordance with English law and you and Rickerby Cars U.K each agree to submit to the exclusive jurisdiction of the English Courts in respect of any dispute or claim arising out of or in connection with this Agreement.

## **9. Conveying of children**

UK law states that private hire and reward are exempt from legislation relating to children travelling in a baby/child seat or booster, more details of the legislation can be found here. For Health and Safety reasons Rickerby Cars U.K are unable to provide any form of child seat. If you require a child seat for your journey it would be the child's parent/carers responsibility to provide one and to fit the seat in the vehicle and to secure the child. If you are booking a return journey and have your own child seat, the driver who carries out your booking will store your child seat for the return journey, please note that the installation of the child seat must be carried out by you.