

STATION TAXIS (NORTON) LTD

STANDARD TERMS AND CONDITIONS

1.0 DEFINITIONS AND GENERAL STATEMENTS

- 1.1 The Service provider is Station Taxis (Norton) Ltd.
- 1.2 The customer is the person who accepts any offer of service from the service provider.
- 1.3 The passenger is the person travelling or in the case of a group of people, the lead person named on the booking form.
- 1.4 The service is the transportation service that the service provider and the customer agree.
- 1.5 Station Taxis (Norton) Ltd online booking form is the document which outlines details of the booking and comprises part of the email or paper acknowledgement sent to the customer confirming the service if requested.
- 1.6 The booking confirmation is the email or paper copy sent to confirm the booking.
- 1.7 The booking is the request for transportation from the customer.
- 1.8 It should be noted that this document outlines the conditions relevant to both local transfers, airport transfers and executive transfers.
- 1.9 Our staff are trained on the contents of these terms and conditions and if asked should be competent in most cases to interpret the company policy if a customer requests them to do so. The drivers are issued with comprehensive operations and procedures manuals that incorporate, within the manual references to, most of these specific terms and conditions. Interpretations and decisions on Force Majeure or Consequential Losses are dealt with by members of the Senior Management Team and are usually in most instances initiated through the Station Taxis (Norton) Ltd complaints procedure.

2.0 PRICING STRUCTURE

- 2.1 Prices for the service are published using several communication processes. The service provider works strictly to price matrixes and the master copies are held within their operational headquarters. These prices are available on request. It is the master copies which contain the established current and fixed pricing structures.
- 2.2 The prices are subject to change without notice except where a pricing structure has been agreed between the service provider and its account customers. These are changed only by negotiation between both parties.
- 2.3 Any changes to the original booked service may result in an alteration to the price. This change will be made to reflect any additional costs incurred by the service provider.
- 2.4 For long distance travel to UK destinations outside of the service provider's operational area, the customer is required to contact Station Taxis (Norton) Ltd for a quotation and estimate of the cost. The price in the first instance will be communicated as an estimate and should not be interpreted as a fixed price until the booking has been confirmed in writing.

2.5 Any estimation obtained via the Station Taxis (Norton) Ltd website may be subject to amendment as the price quoted is an estimate only. These estimated prices will not be treated as a quotation by staff. This estimate will not be interpreted as a fixed price until the booking has been confirmed in writing.

2.6 Special rates apply on public and bank holidays. The customer must contact the service provider for details of these rates that are applicable at the time of booking and could be subject to change.

2.7 If the company run special price promotions the terms and conditions for the offer are published as an appendix to these terms and conditions on the company web site. The appendix terms and conditions are a supplement to these terms and conditions. If they contradict then the management team reserve the right to determine what term or condition has precedence over the other. It is the responsibility of the customer to request the precedence before the booking or travel has taken place if they are not satisfied with a specific term.

3.0 BOOKING METHODS AND CONFIRMATION OF BOOKING

3.1 All airport transfer requests must be made by telephone, email, and fax or via the enquiry form on the Station Taxis (Norton) Ltd website. Customers can visit the operations offices and book and pay in person.

3.2 At the time of booking the customer must supply all information required and requested by the service provider. It is important that if the customer has special requirements appertaining to them personally, then these should be discussed with the service provider and agreed at the time of booking.

3.3 When bookings are made by telephone, the operator will repeat back the details given to them before the booking is confirmed. It is the customer's responsibility to listen carefully and report back any inaccuracies. The customer should pay special attention to the day and time the plane lands at a UK airport when making the booking or when they receive confirmation.

3.4 Booking confirmation will be sent via email to the customer to the email address given at the time of booking. It is the customer's responsibility to contact Station Taxis (Norton) Ltd if they have not received the booking confirmation within 24 hours. The customer can request a hard copy confirmation to be sent in the post at the time of booking.

3.5 It is the customer's obligation and responsibility to check the details on the booking confirmation and report back any errors. The service provider will not be responsible for any errors that occur as a result of the confirmation not being checked.

3.6 The service provider will not be responsible for any errors in information provided by the customer. It should be noted that all telephone conversations between the service provider and the customer using the company booking lines are recorded. These recordings could be used to verify the contractual terms agreed in cases of disputes between the customer and the service provider.

3.7 The service provider can cancel any booking request prior to confirmation.

3.8 Upon receiving confirmation of any booking made by telephone, fax or email, it will be assumed that the customer has accepted the terms and conditions as published.

4.0 BOOKING FEES AND METHODS OF PAYMENT

4.1 Payment can be made using all major credit and debit cards. Credit card transactions will incur a 5% additional fee to the agreed price.

4.2 Payment by cheque is acceptable provided that the amount owing has been cleared into the service provider's account prior to the date of travel.

4.3 Corporate account holders are permitted to have invoiced account facilities made available to them. Unless otherwise negotiated and approved by the service provider, payment terms for corporate account customers are thirty day's net monthly.

5.0 CANCELLATIONS, AMENDMENTS POSTPONEMENTS AND PRE-PAID WORK

5.1 A journey is classed as a single trip to or from a destination.

5.2 Cancellation can be advised either by email, fax and telephone or in person. The time and date will be recorded for the purpose of applying cancellation charges if appropriate.

5.3 The customer may amend any details provided on the booking form or on the booking confirmation. A change in details could incur an alteration to the agreed cost that will be advised by the service provider prior to the changes being finalized. If the service provider is unable to meet the change requirements it could result in the service being cancelled.

5.4 The service provider commits to being reasonable at all times but excessive or unreasonable amounts of booking amendments may incur administration fees.

6.0 WAITING TIME AND A NO SHOW

6.1 Waiting time is charged at a standard rate of £0.30 per minute (£18.00 per hour) for a car.

6.2 Waiting time is also charged at a standard rate of £0.30 per minute (£18.00 per hour) for vehicles licensed to carry over four passengers.

6.3 Waiting time for airport collections is applied from 60 minutes after the plane has landed for customers with hold luggage and 30 minutes after the plane has landed for customers with hand luggage.

6.4 During this time every effort will be made by the service provider to locate the customer and the company encourages communication between the driver and passenger. This will help to facilitate a smooth meeting at the arrivals hall.

6.5 The driver will be authorized to leave the airport after every reasonable effort has been made to locate the customer and cancellation charges may then be applied.

6.6 If the customer is unable to find the driver upon exiting the arrivals hall or seaport, they should in the first instance make telephone contact with the Station Taxis (Norton) Ltd. The driver will then be contacted to resolve the issue. The service provider will not pay or incur any costs if the passenger fails to follow this procedure. Unless authorized by the service provider, any additional costs incurred by the customer will be their responsibility.

7.0 DURING THE JOURNEY

7.1 The service provider reserves the right to refuse to carry any person who is thought to be under the influence of alcohol or drugs or whose behaviour is considered to pose a threat to the safety of the other passengers or themselves. If the driver believes also that the passenger's actions could cause damage to the vehicle they can also refuse to carry the passengers.

7.2 The lead customer on the booking form will be responsible for the behaviour of all passengers in the car.

7.3 In the unlikely event that the vehicle is soiled by any passenger during the journey the customer will be invoiced up to £75.00 to cover cleaning costs. The customer will also be liable for any loss of earnings incurred by the driver for the period of time that the vehicle was not fit for use by other customers. We encourage our drivers to be reasonable with our customers when determining the invoice value for soiling charges.

7.4 Eating and drinking in the vehicle is not permitted.

7.5 Drivers and passengers are not permitted to smoke in a licensed vehicle at any time. This is a strict legal requirement.

7.6 The driver is not allowed to carry more passengers than the legal number stated on the vehicle license plate and will refuse any requests by the passengers to do so.

8.0 FORCE MAJEURE

8.1 Neither party shall be deemed in breach of the contract or liable to the other for delay or failure to perform its obligations under the contract if the delay or failure results from Force Majeure.

8.2 If a party is affected by Force Majeure then neither party will be entitled to any payment from the other for any costs or expenses incurred as a result.

8.3 The service provider will make every effort to provide a service with minimum inconvenience. However, circumstances beyond the control of the service provider may prevent execution of the service. The following are examples of such circumstances and will be interpreted as Force Majeure but these examples are not an all-inclusive list:

- Motor accidents causing traffic delays
- Restricted vehicular access and road works [Symbol] Exceptional or severe weather conditions
- Complying with legal requests
- Ash clouds or any other natural occurrence
- Industrial action
- Vandalism or terrorism
- Delays caused by other customers
- Extraordinary changes to flight status.

8.4 The service provider will use every reasonable means to ensure that the vehicle(s) arrive at the appointed times stated on the booking form. The service provider, as stated, will not incur any liability or consequential losses whatsoever in the event of any delay due to causes beyond its control.

9.0 DISPUTE

9.1 These terms and conditions shall be construed in accordance with English Law. The customer and the service provider 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.

9.2 No condition in this agreement will affect the customers or the service provider's statutory rights.

9.3 The service provider has a complaints procedure that is compliant to ISO 9001. It is in the interest of the service provider and the customer to exhaust this procedure to a satisfactory conclusion if a dispute arises between both parties.

10.0 CONVEYANCE OF CHILDREN

10.1 UK law states that taxis are exempt from legislation relating to children traveling in a baby seat, child seat or booster seat. However, it is at the discretion of the Parent/Guardian as to whether they are used. Station Taxis (Norton) Ltd cannot be held responsible for any injury or loss should child seats or booster seats not be used.

10.2 It is the responsibility of the customer to provide the correct equipment for their child's travel.

10.3 The service provider will store customer's equipment securely in the office for use on return airport journeys.

10.4 There are strict codes of conduct and guidelines issued by Ryedale District Council when transporting children or vulnerable adults. The guidelines form an appendix to the driver's operational manual and the drivers are fully aware of the consequences if they do not adhere to or comply with these directives. If a customer requires a copy please contact our management team and they will oblige. Please note the guidelines are not published on our web-sites.

11.0 LOST PROPERTY

11.1 Any property found in a vehicle will be passed to the local Police Station by the end of the drivers shift.

11.2 If the customer claims he has left property in a vehicle but the service provider is subsequently unable to locate the property, the service provider accepts no responsibility for the missing property or its replacement.

12.0 MISCELLANEOUS

12.1 It is not Company policy to subcontract work to other service providers or third parties except in extreme circumstances.

12.2 Station Taxis (Norton) Ltd may change or amend any of these terms and conditions at any time by posting the changes online. The customer should review the terms and conditions regularly to ensure that they are aware of any such changes. Note: all existing bookings will be at the rate applicable at the time of booking.

12.3 The service provider will store, process and use all information relating to personal details in accordance with the Data Protection Act 1998.

13.0 RESPONSIBILITIES AND LIABILITIES (applicable to all divisions of Station Taxis (Norton) Ltd.

13.1 The service providers contract of conveyance with the customer and the passengers commences at the point the passengers enter the vehicle and all the doors are in a closed position.

13.2 The contract of conveyance terminates at the point all of the passengers have vacated and physically moved away from the vehicle.

13.3 Whilst the contract of conveyance is valid passengers are covered by the vehicles motor insurance policy.

13.4 Passengers who request assistance from the driver either to enter the vehicle or to vacate the vehicle do so at their own risk and should be aware that the driver will have no Public Liability Insurance. This is not a legal requirement for private hire drivers.

13.5 It is the passenger's responsibility to ensure that the driver's actions are not putting the passenger at risk of injury outside the service provider's responsibility of conveyance.

13.6 The service provider accepts no responsibility for any damage caused to a passenger's personal property either when loading or unloading items from the vehicle or during any stage of the journey. All property is conveyed at the passengers own risk and is not covered by any of the service provider's insurance policies. It is the passenger's responsibility to ensure that his property is packed, stored, and transported to avoid the goods sustaining any damage.

13.7 It is the passenger's responsibility to refuse any assistance from the driver if they believe that there is a risk to either themselves or their property.

13.8 If a passenger does not refuse the assistance being offered by the driver then the driver is not liable or responsible in any way for any personal injury claims or damage to their property.

13.9 The service provider at all times has to comply with the Data Protection Act 1998. If a dispute arises between a customer, passenger or third party and a driver, it is the responsibility of the customer, passenger or third party to obtain personal contact details directly from the driver. The service provider will only assist with vehicle identification and details if they believe it is a claim that will be related to the vehicle insurance policy. The service provider will not become involved in driver identification if they believe the contract of conveyance has terminated. See sections 13.1 and 13.2 for the definition of the contract of conveyance.

13.10 Drivers are not legally permitted to enter a customer's personal dwelling even when they are assisting and will refuse requests to do so. They are required by Station Taxis (Norton) Ltd to assist with luggage shopping and other personal items. They are permitted to take the items to either the front or back door of a customer's dwelling.

13.11 These terms and conditions are published on the company website or they are available on request in hard copy form.