



TERMS & CONDITIONS

Terms and Conditions of Hire

This booking forms a contract with Primetime Chauffeurs LTD trading as 'Primetime Chauffeurs', once it has been accepted by 'Primetime Chauffeurs', either verbally, in writing, or email.

The hirer accepts that they agree with terms and conditions and are making this booking subject to those terms and conditions.

Definitions

"Agreement" means these terms, the terms stated overleaf, together with specific hire details stated overleaf.

"Cancellation" means and cancellation by you, of our services, after we have accepted your booking.

"Hire Period" means the period set out in a booking and stated overleaf, or as amended by agreement.

"Passenger" means and person who uses the services, or who enters the vehicle with the consent of another passenger, or of the person, or company booking our services

"Price" means the price for the services set out in the booking.

"Services" means the services of a Chauffeur driven vehicle.

"Unacceptable Behaviour" means any behaviour considered to be unacceptable by the chauffeur including refusing to wear a seatbelt, leaning out of the window of the vehicle, standing out of the sunroof, attempting to exceed the maximum permitted number of passengers, smoking in the vehicle, being under the influence of excessive alcohol or under the influence of or in possession of any illegal substance, being violent aggressive or abusive, being a danger to himself or any other person, being excessively rowdy, provoking persons in the party to commit violent acts, or being in any way unfit to travel.

"Vehicle" means the vehicle stated at the time of booking, or a replacement vehicle, if for any reason the vehicle booked cannot be provided.

"We/Us/Our" means Primetime Chauffeurs LTD trading as 'Primetime Chauffeurs'

"You/Your" means the individual or company making the booking.

In this agreement: Words denoting any gender include all genders and words denoting the singular include the plural and vice versa.

If there is any conflict between the booking and these terms, the provisions of the booking shall prevail.

Bookings and cancellations

We will make every effort to accommodate changes to booking details, however the rate stated includes only the pickups, drop offs and waiting periods as agreed.

Any additional mileage performed or waiting delays incurred will be at the discretion of the chauffeur and will be subject to additional charge as specified by 'Primetime Chauffeurs'. Agreement to increasing the duration of hire may not be possible if punctual arrival to subsequent bookings is likely to be compromised.

Cancellation charges may apply if cancellation is at late notice. If notice of cancellation is received, after the chauffeur has begun their journey to the pickup address, the full cost of the journey will be payable.

Online bookings should be made with at least 12 hours' notice through our email address or our website.

Performance of Services

We aim to perform our services to a high standard. Please contact us if you have any complaints or suggestions.

Our Chauffeurs will use their judgment to drive at reasonable speeds in relation to the prevailing road type and conditions and you should not ask them to exceed speed limits. Unless we have agreed with you that a particular route should be used, our chauffeur may use any route to a destination that in their opinion is the best and most convenient route, whether or not it is actually the shortest route.

No person other than employees or representatives of 'Primetime Chauffeurs' may drive the vehicle. The chauffeur will endeavour to adhere to the pre-arranged itinerary/pick up/drop off times, and to the reasonable requests of the passengers, (the reasonableness of which shall be judged by the chauffeur). However, we cannot be held responsible for loss or inconvenience from delays and prolonged journey durations, due to circumstances beyond their control. i.e. traffic, adverse weather conditions etc.

The agreed hire price will be payable provided the services commence within 1 hour of the agreed pick-up time. If we fail to commence the services within 1 hour of the scheduled pick-up time, you have the right to terminate the agreement for that booking and you will receive a full refund of any deposit and advance payment that has been made.

TERMS & CONDITIONS CONTINUED

Vehicles

We currently operate with E-class vehicles. Wherever reasonably possible the vehicle type agreed at the time of booking shall be used. However, we reserve the right to supply an alternative vehicle. In the unlikely event of vehicle breakdown, we will make every possible attempt to supply a replacement vehicle as quickly as possible. If a replacement cannot be supplied, a full refund of any hire fees will be paid.

Luggage

All property and luggage remain at all times the responsibility of the passengers. We accept no responsibility or liability for any loss or damage, no matter how caused, either whilst in transit or when left in the vehicle.

It is your responsibility when reserving a vehicle, to check that it has sufficient space and weight allowance to accommodate the luggage to be carried. Please ensure you advise the number and size of your luggage at the time of booking. We reserve the right to refuse the carriage of luggage if in the chauffeur's judgment the volume of weight is excessive.

Passenger Behaviour

The client is held responsible for the behaviour of all passengers, and for informing them of the provisions of this agreement. They are responsible for ensuring that the party's conduct does not threaten their own, the drivers or any other person's safety. Seatbelts should be worn, and passengers should not lean out of the windows or stand out of the sunroof. You will indemnify us for any losses, costs or expenses caused by any passenger on demand, whether or not we have first made a claim against that passenger.

All vehicles are strictly 'no smoking'. In the event that any passenger (in the opinion of the chauffeur) is carrying out any unacceptable behaviour, then we or our chauffeur may refuse entry to that passenger to the vehicle or may terminate the agreement for that booking or may cease the performance of that service, even if they are not completed. In these circumstances and without prejudice to our rights, you must still pay to us the full price for the booking, and we will have no responsibility or liability for any losses or costs.

You accept responsibility and will indemnify us for any internal or external damage to, or loss of the vehicle or any of our property caused or incited to be caused by you or any passenger no matter how the damage is caused. You will pay for all cleaning and valet costs if any passenger causes any spillage, is sick in the vehicle, or in any other way causes the cleanliness of the vehicle to be of a lower standard than at the pickup time. The standard valet charge is £75 plus VAT. In the unlikely event that any of the above events occur, you hereby authorise payment to be debited from the credit/debit card used initially to secure the booking, or agree to immediate payment by other means, after being presented with written/photographic evidence of damage/loss of subsequent hire fees.

The maximum seating capacity of the vehicle is determined by us, and should not be exceeded. It is your responsibility to ensure that any children or passengers under the height of 4'6" are secured within a booster seat or protective child seat as appropriate. The company will provide child seats as long as they are requested at the time of the booking.

Price of the Service

The price for the services is as set out in the booking, subject to amendment in accordance with this agreement.

If a fixed price for services has been agreed, this may be increased by an amount in accordance with our standard hourly rate at the relevant time for any delay or increase in the agreed hire period in the following circumstances:

- Any delay caused by you or any passenger for any reason.
- Any delay caused by severe traffic, congestion, accidents, weather conditions or any other cause outside our reasonable control.
- Airport collection delays, where flight delay information has only been reported after the chauffeur has set out on his journey to the airport.
- Any amount due from delays, will be added to, and form part of the price.

Unless otherwise agreed the price stated is exclusive of the following which will be payable in addition where applicable:

V.A.T (which shall be payable by you subject to receipt of a V.A.T invoice)

Any wasted journeys carried out because of error on your part i.e. incorrect incoming flight date given, incorrect drop off point given (i.e. providing the wrong terminal in an Airport leading driver needing to pay additional parking costs) shall be paid for, in full, by you.

Waiting time: We allow 30 mins grace from the time of pickup and 60 mins for flight arrivals. After this time a charge of £35 per hour will be made, £0.58p per minute.

Any price given online, particularly if it is for a major sporting event or concert, is subject to confirmation. We reserve the right to reject a booking if a price is not agreed or if a suitable vehicle is not available.

Cancellations

If a booking is cancelled by the Customer within 24 hours from the start of the period of hire, there will be no cancellation charge.

If a booking is cancelled by the Customer within 12 hours from the start of the period of hire, 50% of the cost of the booking will be charged.

If a booking is cancelled by the Customer within 6 hours of the start of the contract or if the driver is already en-route, 100% of the cost of the booking will be charged.

If the customer does not appear at the time and place designated as the pickup point, 100% of the cost of the booking will be charged.

Exemptions regarding the cancellation may be applied to the discretion of the operator in case the customer cannot use the service.

Refunds

If a booking has been paid in full and a refund is agreed – any payments made online through Brackley Card services will be refunded through the same method back to the payment card used only.

TERMS & CONDITIONS CONTINUED

Terms of Payment

Unless a credit account has been agreed and set up for you, or alternative payment terms have been agreed with you at the time of booking, full payment is required on reservation to ensure the journey taking place. (Subject to agreement).

We do not charge for credit card processing. Payment can be made with Master, Visa Credit or American Express as well as Debit cards. Payments are taken through our Barclay Card secured booking system.

If you do have a corporate or credit account with us, payment is required 30 days following the date of the invoice unless otherwise agreed in writing. Payment by the end of the month following the date of the invoice upon application.

If a due payment exceeds 45 days we reserve the right to charge you interest from the date any payment is due until we receive it at a rate of 3% above the base lending rate of Barclays Bank PLC.

Warranties and Liability

We warrant that our services will be performed using reasonable care and skill.

Our total liability to you shall not exceed the lesser of the price or money actually received from you for the services in respect of which a claim has been made and we shall have no liability to you for loss of profits, goodwill, reputation, business contracts, revenue, production, anticipated savings, nor from losses arising from third party claims which arise in connection with the services nor any other losses or expenses and we shall have no liability to you for any indirect, special or consequential loss, damage costs or expenses including labour, or the hiring of a replacement vehicle.

- 1) Carrying of Hazardous Goods – The company will not allow clients to carry any goods consider hazardous, this is any product which would require special labelling by law. Carrying of hazardous goods will result in insurance cover being invalid.
- 2) Our drivers are covered by individual liability insurance.

Miscellaneous

We may subcontract, assign or transfer our obligations or rights to a competent third party or to any associated company whether in whole or part. You may not assign or transfer any of your rights or obligations without our written consent.

Discrimination

We operate a strict policy of non-discrimination for race, religion, sexual orientations, health and disability and all other areas of discrimination.

Health and Safety

We require any party booking transport for themselves or any member of their party who might incur any health and safety issues make the company aware of the customer's requirements in advance of booking. Should the company consider we are unable to meet normal H&S requirements for the customer and other passengers' safety we will regretfully have to decline the booking.

Children in vehicles

Should any child need to be included in the transportation the lead name on the booking form should confirm the age of children in the party and if required 'Primetime Chauffeurs' will provide suitable child restraint which will be fitted to the vehicle prior to the start of the journey. If a failure to notify the presence of a child at the time of the booking, the driver can refuse to proceed with the service and the client will be fully charged for failing to communicate the need of a highchair.

Animals in vehicles

We will accept guide dogs with registered disabled people however this should be advised to the company at the time of booking the service, all other animals will be accepted for an additional fee and should be made aware when booking the service. All animals other than guide dogs should be in a carrier/cage provided by the client. The company reserves the right to refuse the transportation of animals except Guide dogs or other animals used by registered disabled people.

Complaints

Complaints regarding our Chauffeurs, staff, or vehicles should be made in writing to 'Primetime Chauffeurs' email address at office@primetimechauffeurs.uk. Complaints will be answered within 24 hrs after your enquiry.

