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AvaRide Taxis Terms & Conditions

1. Definitions

- "AvaRide Taxis" refers to AvaRide Taxis Taxi Company (Contact number 01257 265555)
- "Customer" refers to the person who contracts the services offered by the company
- "You/Your" refers to the person who contracts the services offered by the company
- "Company" refers to AvaRide Taxis

2. General

- 2.1 These conditions apply to the exclusion of any other terms and conditions, including those of the customer, and unless agreed in writing by a director of the company, no employee, agent or sub-contractor of the company is authorised to alter or vary these conditions.
- 2.2 The customer acknowledges and agrees to conditions excluding or restricting any liability of the company are reasonable. They understand the existence of alternatives and other company's available to them.
- 2.3 These terms and conditions constitutes the agreement between customer and AvaRide Taxis. Completion of the booking form and/or use of the service indicates a customer's unconditional acceptance of the terms and conditions set out in this agreement.

3. Booking

- 3.1 You must allow sufficient time when book your taxi for our airport transfer service to allow for check-in times required by the airline and for any delays caused by traffic conditions. AvaRide Taxis will not be responsible for any delays caused by a customer's failure to allow enough time to reach your destination or if the passengers are not ready for collection at the time they have booked.
- 2.2 When making a booking with AvaRide Taxis, you must make sure to order a suitably sized car for the number of passengers and luggage. The company cannot guarantee to carry excessive amounts of luggage.

- 2.3 Please note that a child, no matter what ages, counts as one passenger, and should be booked as such when placing an order.
- 2.4 If you need to transport a wheelchair or other disability aides, please specify this at the time of your booking.

4. Prices & Payment

- 4.1 AvaRide Taxis taxi service will provide a quotation based on the information supplied by the customer either through email or on the phone via our free quotation service. Although AvaRide Taxis try to provide an accurate quote first time around, they reserve the right to amend the quotation if there is a material change to the original order, the number of passengers, or the type or size of vehicle required to carry out the journey.
- 4.2 The quotation for an airport transfer will include a 30-minute waiting period after the advertised landing time, as well as an additional charge for the cost of parking at the airport's car park. The company will charge for waiting at its standard rates after the initial 30-minute period has expired. Although AvaRide Chorley will aim to check for flight delays prior to the driver leaving for the airport, they are under no obligation to do so.
- 4.3 If the customer accepts the quotation provided over the phone or via email, they will receive a confirmation of their booking via email. The customer should check their booking confirmation carefully prior to the booking time and inform AvaRide Chorley of any errors as soon as possible. AvaRide Taxis will not be responsible for any delays caused or costs that occur because of a customer's failure to provide them with the correct information.
- 4.4 All airport transfers that originate at the airport, where AvaRide Taxis were not responsible for taking the customers to the airport, must be paid at least three days in advance before the date of travel.
- 4.5 Payment for AvaRide Taxis service can be made by credit card, debit card or cash.

5. The Service

- 5.1 The customer who books the service shall be responsible for the behaviour of all passengers in the taxi vehicle throughout the duration of the journey. They agree to a charge of £80 to cover cleaning costs if the vehicle is soiled by any passenger in the vehicle.
- 5.2 Eating, drinking, and/or smoking is not permitted in the taxi vehicle for any reason, at any time.
- 5.3 Any children travelling during the journey should be restrained in a manner that is appropriate for their age, weight, and height. Suitable child seats, which may be retained by the driver for use on the return journey in the case of an airport transfer, should be supplied and fitted by the child's parents or carer(s) wherever possible.
- 5.4 AvaRide Taxis reserves the right to refuse to carry more passengers than its drivers are permitted to, in accordance with it's insurance and licencing.

6. Cancellations

If a customer needs to cancel their booking, they must contact AvaRide Taxis as soon as possible.

If the customer cancels the booking after the vehicle has already been dispatched, then a charge may be incurred. This will be worked out based on the distance and time that the allocated driver has travelled prior to the point of cancellation.

Customers should be aware that, in the event of an airport transfer, AvaRide Taxis will reserve a driver up to two hours before the flight is due to arrive.

If you have made a booking through the online quote service and need to cancel your booking before a vehicle has been dispatched to you, a 5% charge may be levied from the original payment made.

7. Liability

- 7.1 AvaRide Taxis aims to use all reasonable measures to get its customers to their destinations on time but shall not be liable for any loss due to delays that occur because of road or traffic conditions beyond its control throughout the journey. Under no circumstances will AvaRide Taxis be liable for any loss of profits, business or for any indirect or consequential loss caused by road or traffic conditions that lead to a delay in the journey.
- 7.2 Unless a customer has specifically requested AvaRide Taxis to arrange insurance prior to the commencement of the journey, the company will not be liable for any loss, mis delivery or damage to cash, jewellery, furs, watches, precious metals, stones, bullion and the like, non-ferrous metals, scrap, explosives and similar articles.
- 7.3 AvaRide Taxis reserves the right 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 that occur beyond its control.
- 7.4 If one of AvaRide Taxis vehicles breaks down during your journey, the company will aim to arrange an alternative taxi vehicle to complete the journey as soon as is practical.
- 7.5 Neither party, customer or AvaRide Taxis, 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.
- 7.6 AvaRide Taxis is not reliable for any loss, mis delivery or damage to the goods or property because of the following:
- 7.6.1 Seizure or forfeiture under legal processes;
- 7.6.2 Act, omission, or misrepresentation by customer, owner of the goods or property, the driver, or independent contractor;
- 7.6.3 Inherent liability to wastage in bulk or weight, defect or inherent defect, natural deterioration or fragility of the goods or property;

7.6.4 Insufficient or improper packing, labelling or address unless it has previously been agreed in writing that the company shall undertake such task; or

7.6.5 Marine risk

- 7.7 AvaRide Taxis shall not, under any circumstances, be liable for loss or damage to the goods or property after the journey is deemed to have ended, whether caused or contributed to by the company or driver of the vehicle.
- 7.8 The maximum liability for any item carried by a taxi is £100 for loss or damage however it has been caused, unless a request for further insurance has been arranged prior to the journey being carried out.

8. Termination

- 8.1 AvaRide Taxis reserves the right to refuse or terminate any booking with immediate effect if it places a driver or the taxi vehicle at risk of damage, violence or abuse by you or any passenger in your party. We will ask all passengers to vacate the vehicle as soon as it is safe to do so.
- 8.2 No refunds will be given if the journey is terminated partway through the hire.

9. Miscellaneous

- 9.1 AvaRide Taxis reserves the right to subcontract its obligations under this agreement. The customer will not assign, transfer or delegate any of their rights or obligations under the agreement made in these terms and conditions.
- 9.2 AvaRide Taxis reserves the right to change these terms and conditions at any time and without any warning. Please review these terms and conditions regularly to make sure you are aware of all and any changes. All existing bookings will be honoured at the rate quoted or applicable rate in effect at the time of booking.
- 9.3 Any information collected by AvaRide Taxis will be stored, processed and used in accordance with the requirements outlined by the Data Protection Act 1998.
- 9.4 This agreement and any accompanying quotation represents the entire agreement between the customer and AvaRide Taxis in related to its subject matter. The terms of this agreement shall prevail in the case where there are discrepancies between the terms of service and the quotation provided.
- 9.5 Nothing within this agreement is intended to confer any benefit on any third party, whether pursuant to the Contrasts Act 1999 or otherwise.
- 9.6 No third party shall have the right to enforce any rights under the agreement, unless it has been otherwise agreed in writing.

10. Disputes

AvaRide Taxis terms and conditions shall be construed in accordance with the English Law, and the customer and AvaRide Taxis both agree to submit to the exclusive jurisdiction of the English Courts in respect of any dispute or claim arising our or in connection with these terms and conditions.

11. Conveying of Children

- 11.1 In accordance with UK law, AvaRide Taxis are exempt from legislation relating to children travelling in a baby/child seat or booster. For Health and Safety reasons, AvaRide Taxis is therefore unable to provide any form of child seat.
- 11.2 If you require a child seat for your journey with AvaRide Taxis, it would be up to the child's parent(s)/carer(s) to provide and fit the seat within the vehicle to a suitable and safe standard.
- 11.3 If you are booking a return airport transfer with AvaRide Taxis, the driver who carries out this booking will be happy to store your child seat for the return journey. However, parent(s)/carer(s) remain responsible for the installation of the child seat at all times.

If you would like a copy of AvaRide Chorley's terms and conditions, please contact us by phone on 01257 265555 or complete the contact us page on our website.