

# Executive Car & Limousine Hire

General terms and conditions as at April 2019

By placing a booking with ECLH, the customer acknowledges that they have read, understood and agree to accept the terms and conditions as detailed below.

Where the customer is an individual, no part of these terms and conditions affects your rights as a consumer. These terms and conditions are in addition to your rights as a consumer.

In the following terms and conditions, 'The Company' refers to ECLH, its subsidiaries, brands or identities under which the company may trade, 'The Customer' and/or 'The Hirer' refers to the person and/or organisation making the booking and 'The Driver' refers to the driver or drivers of the vehicle, the vehicle operator or supplier of the vehicle.

The company provides a transport booking and management service. The company manages the booking process, allocation of bookings to service operators, and the overall quality of the service provided to customers. Service operators are responsible for providing vehicles and drivers fully compliant with the terms of their operating license and with the company's service quality standards.

## **1 Application**

**1.0** These standard terms and conditions shall apply whether the agreement is verbal or written and shall enter into force immediately upon the company accepting a booking. The hirer shall at all times remain solely responsible for the acts and/or omissions of the passengers permitted to travel by the hirer (whether directly or indirectly) and therefore any additional costs incurred by the company during the performance of the contract shall be borne by the hirer irrespective of whether the hirer travels.

## **2 Quotations**

**2.0** All quotations are valid for 7 days (providing the date of travel is more than 14 days ahead) unless agreed in writing at time of booking, and are given subject to the company having an appropriate vehicle available at the time the hirer accepts the quotation. The given quotation, unless otherwise stated, is for driver and vehicle only.

**2.1** After such period the company may at its absolute discretion vary the price, in which event a new quotation will be provided to the customer, and previous quotations will be deemed null and void.

## **3 Payment**

**3.0** All monies must be paid in full prior to the undertaking of the booking unless expressly agreed by the company in writing. If any outstanding monies are due, the company reserves the right to collect the monies due from the original credit/debit card used by or for the hirer at any time. The hirer also agrees that no chargeback will be raised to any credit/debit card issuing company with regards to the booking payment.

**3.1** In the event that the deposit is not paid on time, or the balance is not paid by the due date (normally 14 days before travel unless expressly agreed in writing) the company reserves the right to cancel the booking and any monies paid will be forfeited and the full balance will be due.

**3.2** If payment has not been received within the agreed timescales then the company can no longer guarantee the quoted price and may be required to revise its quotation.

**3.3** All bookings made using credit or debit cards will incur a processing fee, unless otherwise agreed by the company in writing.

## **4 Invoices**

**4.0** Where the company has agreed a credit arrangement or account facility with the customer, invoices will be issued in accordance with the agreed arrangements and may include additional charges for credit and payment charges. All invoices are to be paid within seven days from the date of the invoice unless otherwise agreed in writing.

**4.1** Any queries relating to company invoices must be raised in writing by the customer within 7 days from the date of the invoice. If no query is raised by the customer within this period it will be deemed as having been accepted in full. All overdue accounts will be subject to interest at 3% above the prevailing Bank of England base rate and accrued monthly.

## **5 Booking Confirmations and Amendments**

**5.0** It is the responsibility of the customer to check the booking confirmation, once received, for its accuracy and completeness, any discrepancies found in the booking confirmation should be communicated to the company as a matter of urgency.

**5.1** If a customer requires to amend a booking, the amendment will only be considered as implemented when the customer has it confirmed in writing and the company has acknowledged said amendment with a new booking confirmation. If an updated booking confirmation has not been received by the customer with the updated details, the customer will be subject to the terms of the original booking confirmation. No amendment can be agreed with the driver and the driver does not have the authority to bind the company in any manner whatsoever.

**5.2** It is the customer's responsibility to ensure that all trip details are complete and correct and at no time should verbal amendments be considered as confirmation of a change to an existing booking. The company cannot be held responsible for any delays in arrival at a destination caused by traffic problems and/or adverse weather conditions and these factors should be taken into account by the customer when requesting a collection time when making a booking. The company shall have no liability to the customer for failing to arrive at a destination on time and shall bear no liability for late arrival at performances or events and the customer shall have no claim against the company for any reimbursement to the cost of any tickets for any such performance or event.

**5.3** Depending on the nature of the booking amendment, additional charges may be required.

## **6 Customer Service**

**6.0** Any complaints must be made in writing in a speedy and timely manner. The company will be unable to accept any complaints or apply compensation for complaints received more than 7 days after the date of travel (on return bookings the 7 days will start from the day of the return journey). Any remedies or compensatory measures offered (if any) by the company are at the strict discretion of the management of the company. The hirer also agrees that in the event of a dispute arising from a booking, a charge back request will not be raised through the card issuer or bank. The hirer agrees to have a fair independent hearing in a County Court if an agreement cannot be made between the hirer and the company.

**6.1** Any complaints regarding the condition of the vehicle supplied or its facilities should be supported by photographic evidence.

## **7 Additional Charges and Surcharges**

**7.0** Unless it has been agreed otherwise, the hire price will not include tickets, admission charges, ferries, road tolls or parking. The company may make these arrangements, on request, on the customer's behalf and would do so acting as an agent for the customer. This means that any terms and conditions applicable to that transaction by that supplier (i.e. those relating to payment, cancellation, refunds etc.) would be as binding on the customer as if they had made these arrangements directly. Details of such are available upon request, the company will not enter into any arrangement on the customer's behalf until payment from the customer to the company has been made.

**7.1** All bookings at the point of quotation will be based on the use of a single driver. For longer journeys, in terms of hours it may be necessary to employ the services of a second driver in order to comply with the regulations regarding "driver's hours" and therefore the company reserves the right to review the quotation should this be the case and should there be a need for additional charges the hirer will be advised at least (where possible) 7 days prior to the journey date.

**7.2** Should the customer instruct the driver to, or otherwise make changes to the booking, and these changes incur additional costs and charges, either before or during the booking, the customer accepts full liability for said charges.

**7.3** For some journeys, it may be necessary to accommodate the driver, these costs will be borne by the hirer and will be paid in advance of the journey's commencement. Where drivers' accommodation is arranged by the client, it must be a single occupancy room of a reasonable basic standard, and should include evening meal and breakfast as appropriate.

**7.4** The quotation is given with regard to the operating costs at the time of the quotation. If more than 14 days elapse between the date of the quotation and its undertaking, the company reserve the right to pass on any increase in the cost of fuel or any other increased costs to the hirer.

**7.5** The company reserves the right to charge for damage to vehicles made by the hirer and/or the passengers. Monies will be collected from the hirer. The company may retrospectively charge a £100 sickness and unlimited negligent or malicious damage charge for incidents that occur during the hire.

**7.6** Any taxes or charges imposed by any government or other authority which the company is obliged to pay in order to fulfil the booking will normally be included in the quotation or confirmed booking price. If any such tax or charge is introduced or increased after the booking has been made and before travel, the company will pass that cost onto the customer and the customer will be obliged to pay it prior to departure. Failure to make such requested payment will be regarded as cancellation by hirer.

## **8 Vehicle Descriptions & Photographs**

**8.0** On request the Company can provide a photograph and description of the type of vehicle being supplied. In this case the photograph supplied is illustrative only and may be a different make/model with different livery and appearance to that actually supplied to the booking.

## **9 Luggage and Passenger Numbers**

**9.0** The vehicle supplied by the company will take account of the amount of luggage as well as the number of passengers specified at the booking time. The customer must ensure they specify the correct information at the time of the booking and inform the company as soon as possible if there are any changes.

**9.1** The Hirer must not load any vehicle beyond the number of passengers which it is legally allowed to carry.

## **10. Cancellation by hirer**

**10.0** All requests for cancellations must be made in writing. Should the hirer wish to cancel a booking the following terms and charges shall apply.

**10.1** For the avoidance of doubt, in the event of cancellation by the hirer, all deposits are non-refundable.

(a) 21 days or more before the initial date of travel – a charge equivalent to 25% of the total order value shall be applied.

(b) 14 days or more before the initial date of travel – a charge equivalent to 50% of the total order value shall be applied.

(c) 7 days or more before the initial date of travel – a charge equivalent to 75% of the total order value shall be applied.

(d) less than 7 days' notice before the initial date of travel date - all monies will be forfeited to the company and the full value of the trip will be due.

**10.2** In the event of cancellation by the hirer, any charges for credit or debit card processing, bank transfers, international currency exchange or other processing fees paid by the hirer are non-refundable, and the company reserves the right to charge for any such fees or expenditure incurred in making a refund to the customer and deduct such costs

**10.3** Where the hirer has paid for additional costs such as ferry crossings etc., refunds will only be made in line with the cancellation policy of the service provider.

**10.4** Cancellation of an event or holiday or "reason for travel" does not affect the hirer's liability for the above cancellation fees and the monies will be due as if the vehicle was travelling.

**10.5** Should the customer not have paid the amount set out above at the time of cancellation the balance shall become due immediately and shall be a debt owed to the company. The company may, at its sole discretion, engage the services of a debt collection agency to recover any unpaid amount together with interest and any debt collection charges.

## **11 Cancellation by the Company**

**11.0** In the event that the company is unable to provide a vehicle or vehicles to meet all or part of the customer's booked requirements due to reasons of emergency, vehicle unavailability, or other reason, the company will take all reasonable measures to provide a replacement or alternative solution. If this is not possible, the company retains the right to return all monies paid and, without liability, cancel the booking providing the customer with as much notice as possible.

**11.1** In such circumstance the company shall have no liability for any inconvenience or loss incurred and will not be liable for any direct or consequential loss howsoever arising. It is strongly recommended that the customer should consider insuring against this risk.

## **12 Purpose of Journey**

**12.0** The Company must be notified of any bookings for football matches, music festivals or political demonstrations and rallies at the time of booking, as there may be specific legal or other requirements that could affect the booking. Failure to notify the company correctly of the nature of the journey will be construed as breach of contract and at the company's absolute discretion may lead to termination of the booking without compensation or refund.

### **13 Force Majeure**

**13.0** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes, including, without limitation, failure of suppliers, subcontractors, and carriers, bad weather, and/or any other cause beyond the reasonable control of the party whose performance is affected to substantially meet its performance obligations under this agreement.

### **14 Notices**

**14.0** No bill, poster or notice to be displayed on any vehicle without the written consent of the Company.

### **15 Use of the Vehicle**

**15.0** The hirer cannot assume the use of the vehicle between outward and return journeys nor will the vehicle remain at the destination for the hirer's sole use unless this has been expressly agreed in writing by the company. The company reserves the right to levy additional charges for timings or mileage over and above the original agreement on a pro rata basis as confirmed to the hirer at the time of booking.

**15.1** The customer hereby acknowledges that no luggage may be left on the vehicle unless specifically agreed with the company and the company accepts no responsibility for any damage to any items or for their security.

**15.2** Should the customer be late for any pickup as set out in the booking confirmation the customer will be liable for any additional costs incurred by the company in providing the service including, without limitation, the costs of obtaining a replacement vehicle if the original becomes unavailable, and obtaining additional drivers

**15.3** Where the booking is to collect passengers from an airport and the customer has provided a scheduled arrival time, the scheduled pickup time for the booking will be adjusted by the company to allow 45 minutes for the passengers to disembark the flight, reclaim luggage and clear customs. In the event that the customer requires a fixed pick up time, this allowance will not apply. Where flights are delayed and the cumulative delay shall exceed this allowance; clause 15.4 below shall apply. It is strongly recommended that the hirer take out travel insurance to cover this eventuality.

**15.4** For the avoidance of doubt, a driver will wait for a maximum of 30 minutes from the scheduled time of pick up or such shorter period as may be determined by the driver that will adversely affect his/her driver's hours. Should the customer not have arrived for pick up within this period the company shall be relieved of any obligation to provide the service and shall have no liability to the customer for any costs incurred by the customer in completing their journey. Notwithstanding the foregoing, the company shall use reasonable endeavours to complete the journey at full cost to the customer.

**15.5** Excess waiting time charges will apply after the following times

- (a) After 15 minutes a charge of £25 will be applied
- (b) Each subsequent 30 minute period will incur an additional charge of £15

### **16 Change of Vehicle**

**16.0** The company reserves the right to subcontract to another operator to perform the hire or to supply replacement vehicles with the same number of seats. If for operational reasons the company is compelled to supply a combination of smaller vehicles totalling the required amount of seats, or a larger vehicle than required, this will be at no extra charge (unless the number of passengers is increased from the original booking).

### **17 Route**

**17.0** Unless the hirer has advised of a particular route and specified it at the time of booking, the route taken will be entirely at the discretion of the company or driver according to road, traffic and weather conditions at the time of travel. The vehicle will depart at the times agreed by the hirer at the time of the booking confirmation; no price discount shall be given if the route chosen is not actually the shortest.

**17.1** Stops will be made at suitable points to satisfy legal requirements regarding breaks and rest for drivers. It is the hirers' responsibility to account for all passengers at those times. The company cannot accept liability for any losses incurred by passengers who fail to adhere to the hirers' instructions.

**17.2** Any changes requested to the route by the customer shall be at the driver's sole discretion and the driver may charge an additional fee if additional drop-off points are requested and agreed by the driver.

**17.3** The driver's decision on a route is final. Driver's will not be expected nor coerced to disobey mandatory road signs to access destinations. Due to the size of some vehicles, not all addresses will be accessible. We will endeavour to get as close to the destination address as is reasonable but this is not always

possible. Vehicles provided are road going vehicles and so will not be expected to travel on roads not built to reasonable standards.

## **18 Breakdown or Delay**

**18.0** The company may give advice on journey times in good faith, but cannot guarantee that the journey is completed by a specific time and cannot accept any responsibility or liability whatsoever for traffic congestion, road accidents, adverse weather conditions, compliance with requests of the police, customs or other government officials and security services or other matters outside its reasonable control and will not be liable for any inconvenience or loss incurred caused by a breakdown or unforeseen delay be that en-route to pick up the hirer or en-route to the booking destination as a result.

**18.1** It is strongly recommended that the hirer should consider insuring against this risk if journey times are particularly crucial, for example for the commencement of an event.

## **19 Driver's Hours**

**19.0** Driver's hours and rest periods are strictly regulated by law and the hirer accepts responsibility for timings agreed at confirmation of booking. The hirer accepts that neither they nor their passengers shall delay or interrupt the journey in such a way as to cause the driver to breach driver's hours regulations and must adhere strictly to all collection times contained in the booking confirmation. If any breach is likely to occur the hirer agrees to pay any additional costs incurred.

**19.1** Drivers may have to stop during the hire to fulfil their legal obligations to ensure they are compliant with the relevant driving and working time laws. This will be notified at the commencement of your journey. All endeavours will be made for breaks to be taken at a safe and convenient place for passengers with facilities, but the company cannot guarantee this, nor that any advertised facilities will be functioning and available to use.

**19.2** If delays occur for whatever reason, the company may take whatever action is deemed necessary for the vehicle in order to comply with the law. Where delays do occur the company cannot be held responsible for any losses arising as a result of those delays or non-performance of the services unless they are due solely to the negligence of the company.

## **20 Property**

**20.0** The vehicles are subject to statutory safety restrictions on the carriage of luggage and the driver has sole authority to decide whether the property is suitable to be carried on that vehicle.

**20.1** Whilst the company will take all reasonable care with passenger's property it cannot accept liability for any damage to, or loss of that property being carried on the vehicle and the company strongly recommends that no valuables should be left on the vehicle at any time, even if that vehicle is locked.

**20.2** The company cannot accept responsibility for any loss of or damage to property left on the vehicle after hire. Property found on the vehicle after hire will be held at the vehicle operating base for a maximum period of 30 days. Perishable goods will only be held for a period of 24 hours before disposal. It is the hirers' or the passenger's responsibility to collect the property and any costs incurred to collect the property are to be borne by the hirer or passenger. Property is to be collected at a time agreed by the company and the hirer or passenger.

## **21 Passenger Conduct**

**21.0** It is incumbent upon the hirer and the hirer's party to behave in a proper manner for the duration of their journey. The driver is responsible for the safety of the vehicle and as such may refuse to allow a passenger or passengers to board the vehicle or eject them from the vehicle if, in his sole discretion, he considers them unfit to travel for whatever reason (for example, being intoxicated, aggressive or abusive). The driver may refuse to continue a journey if, in his sole discretion, he considers any passenger to be behaving in such a way as may compromise the safety of other persons, the contents of the vehicle or the vehicle itself.

**21.1** In such event, at the driver's sole discretion, the journey may continue once the passenger or passengers have been removed from the vehicle, but should passenger conduct result in summary termination of the journey, the company reserves the right to cancel any other parts of a booking, and in such circumstances the forfeiture of any monies paid, and no claims for compensation or refund in either whole or part shall be entertained.

**21.2** Any damage caused to the vehicle by the hirer or any of the passengers shall be the responsibility of the hirer and the hirer shall be liable for all costs related thereto.

## **22 Alcohol, Food, Tobacco & Drug Consumption**

**22.0** Drinking of alcohol on the vehicles is against company policy and for certain sporting events is legally prohibited. The hirer should not assume that permission will be granted. All vehicles are strictly non-smoking by law. Consumption of food is also prohibited on the vehicle.

**22.1** Non-compliance with a driver's request for passengers to refrain from drinking alcohol, and the smoking of tobacco or consumption of illegal narcotics, may result in summary termination of the journey, cancellation of any other parts of a booking, and in such circumstances the customer shall remain liable for any sums due under this agreement and the company shall have no liability to the customer and no refunds shall be provided.

### **23 Standard Compensation terms**

**23.0** Where a booking covers more than one journey or the journey consists of more than one part or leg (for example an inward and outward journey), any compensation will only be applicable to and limited to the affected part of that journey.

**23.1** In the unlikely event that there is more than one service issue, compensation will only be paid against the issue which has the highest value. Payments and or refunds will not be made against multiple issues and shall not be made where customer is in breach of any of the terms of this agreement.

### **24 Limitation of liability**

**24.0** Subject to the remaining provisions of this clause, the company's liability to the hirer under or in connection with this agreement for all and any direct loss or damage arising from any one incident or series of connected incidents is limited to the booking value

**24.1** Neither the company nor the hirer excludes or restricts in any way its liability under or in connection with this agreement for death or personal injury caused by its negligence or to any extent not permitted by law.

**24.2** The company shall not be liable to the hirer (whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the hirer was advised in advance of the possibility of such loss or damage, for:

(a) Any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with this agreement or any part of it: loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, wasted expenditure, loss from business interruption, loss or destruction of data, loss of contracts, loss from expenditure of time by managers and employees, liability to third parties, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or

(b) Any indirect or consequential losses whatsoever.

**24.3** Nothing in this clause or in this agreement excludes or limits the customer's liability to pay (without set off) the charges or any additional charges

### **25 Animals**

**25.0** With the specific exception of recognised assistance dogs, (which includes guide dogs), no animals are permitted to be carried on any vehicle booked under the terms of this agreement, unless specific permission has been obtained in writing from the company a minimum of three working days prior to the commencement of any journey.

**25.1** The inclusion of this clause should not be taken to imply that permission will be given for the carriage of animals other than recognised assistance dogs, and specific requirements may be given with regards to restraint of aforesaid animals to ensure safe transit of any animals for which permission is given. Failure to comply with any reasonable requirements may result in summary termination of the journey and removal of the animal from the vehicle.

**25.2** A recognised assistance dog is one that has been specifically trained to assist a disabled person and that meets the accredited membership criteria of Assistance Dogs International/Assistance Dogs Europe, or other such bodies as may from time to time be recognised. An assistance dog trained by a member of Assistance Dogs International will have formal identification. Accredited UK, European and International assistance dog organisations can be found at the website address:

<http://www.assistancedogsinternational.org/assistancedogproviders.php> (link is external)

### **26 Enforceability**

**26.0** If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be deleted but all other terms will remain valid.

### **27 English Law**

**27.0** These terms and conditions together with any booking confirmation shall be subject to and construed in accordance with the laws of England and Wales. The parties hereby agree to submit to the exclusive jurisdiction of the courts of England and Wales.

### **28 Privacy**

**28.0** By either registering your email through our email registration or as a result of filling in a quotation and/or placing a booking bookings you also agree to receive relevant marketing information from ECLH. Please contact us if you'd prefer to be removed from any marketing database. We do not pass on your details to external companies.