

## **1. Contractual terms and conditions**

1.1 This Account Contract, once signed by the person or company first named (the 'Customer') and sent to ('Swift Taxis & Private Hire Ltd') is an offer by the Customer to enter into a contract with Swift Taxis & Private Hire Ltd for the provision of its services on an account basis. An account will be opened only upon issue by Swift Taxis & Private Hire Ltd to the Customer of written confirmation that the Account Contract has been signed, received and accepted. 1.2 Swift Taxis & Private Hire Ltd reserves the right in its absolute discretion, and without giving reasons, to reject this application and to decline to enter into a contract. 1.3 An Account Contract should be signed by the Customer only after agreeing to the terms and conditions contained in this form. The Account Contract shall be personal to both parties and absolutely non-assignable. 1.4 The Customer shall notify Swift Taxis & Private Hire Ltd of any change in the particulars stated in the Account Contract. Alterations take effect on the date shown in a confirmation notice issued by Swift Taxis & Private Hire Ltd to the Customer on receipt of any changes.

## **2. Bookings**

2.1 Unless agreed otherwise, no bookings will be accepted by Swift Taxis & Private Hire Ltd unless the Customer's agreed Account Name and Password and/or Authorised Booker Name is quoted. Swift Taxis & Private Hire Ltd is entitled to assume that any person who correctly quotes the Account Name and Password and/or Authorised Booker Name has authority to make the booking on behalf of the Customer. The Customer is solely responsible for safeguarding the confidentiality of such information and shall be liable for the cost of all bookings made by any such person whether or not in fact authorised by it. Should the customer request to waive the requirement for a Password and/or Authorised Booker Name this clause will apply as if a Password and/or Authorised Booker Name had been requested and given accordingly. 2.2 Swift Taxis & Private Hire Ltd may in its absolute discretion without liability and without giving reasons refuse to accept any booking. 2.3 All accepted bookings are confirmed at the time of the booking. The Customer is liable for all charges incurred from the time when the vehicle is assigned to the booking until completion of the assignment or sooner cancellation. In the event of cancellation by the Customer or passenger(s), the Customer may also be liable for the cancellation charges detailed in 3.4. The liability of Swift Taxis & Private Hire Ltd in the event of cancellation is set out at 4.4.

## **3. Charges**

Charges will be made on the basis of the current price list. The price list is dictated by requested vehicle type. Items and bases of charging include: 3.1 a minimum fixed charge for the first mile and then a set charge per mile thereafter. 3.2 A charge for waiting time over a set threshold will be applicable. On standard pick-ups 5 minutes grace will be given, any additional waiting time will be charged at the current rate. Airport pick-ups will have a 15 minute grace period, any additional waiting time will be charged at the current rate. Car-Park charges at Airports over 30 mins from pick-up time will be re-charged to the customer. 3.3 Hourly or daily hire is priced on a case by case basis in relation to the distance a vehicle is expected to travel within that time. 3.4 In the event of a cancellation made within the dispatch time of a booking whereby a vehicle has travelled between 0-3miles from BASE, the driver will be compensated £8.00. In the event that the vehicle has travelled beyond 3miles, the driver will be compensated the estimated journey cost, at the current rate, in full. 3.5 In the event of a vehicle being soiled by a passenger, the current 'soiling charge' will be applied. 3.6 An administration charge may be charged to your account. This will be included in your Account Contract. 3.7 VAT is payable on each journey unless you are a registered charity and can supply your charity number. VAT will be applicable on any administration fee charged to your account. We will advise you in writing before making any change to your prices.

#### **4. Extent of Liability Swift Taxis & Private Hire Ltd**

4.1 Any quoted pick up or journey times are best estimates only and whilst Swift Taxis & Private Hire Ltd uses all reasonable efforts to transfer passenger(s) to their destinations in the shortest possible time, Swift Taxis & Private Hire Ltd shall have no liability if a pick up or journey time exceeds any estimate given or otherwise exceeds the Customers or the passenger(s) expectations for whatever reason nor shall Swift Taxis & Private Hire Ltd have any other liability to the Customer or the passenger(s) in connection with the time at which the passenger(s) reach or fail to reach the destination. 4.2 Swift Taxis & Private Hire Ltd shall have no liability for any damage, loss, costs, claims or expenses (whether foreseeable or not) incurred or suffered by the Customer or the passenger(s) (other than in the event of death or personal injury) by virtue of eventualities or occurrences acts or omissions including on the part of the driver outside of the reasonable control of Swift Taxis & Private Hire Ltd. 4.3 It shall be for the Customer and/or the passenger(s) to ensure that valuable, unusual or any other items are covered by appropriate insurance. Swift Taxis & Private Hire Ltd cannot entertain any claim for loss of or damage to any such items. 4.4 If Swift Taxis & Private Hire Ltd cancels a booking it shall have no liability to the Customer or intended passenger(s) if it has used reasonable endeavours to fulfil the booking and to notify the Customer of the cancellation. In such an event, Swift Taxis & Private Hire Ltd may, with the Customer's consent, arrange for an alternative car service provider to fulfil the booking on its behalf. 4.5 Any claim or complaint shall be notified by the Customer to Swift Taxis & Private Hire Ltd within 30 days of the date of the invoice containing the relevant booking.

#### **5. Payment**

5.1 Unless agreed otherwise, invoices are posted or emailed to the address and relevant person indicated on the Account Contract. Each invoice only covers bookings up to the date stated on it. 5.2 Settlement in full is due 30 days from the invoice date. 5.3 Swift Taxis & Private Hire Ltd reserves the right to suspend an account from further use if an invoice is 60 days overdue. 5.4 The Customer shall pay to Swift Taxis & Private Hire Ltd any reasonable expenses (including those charged by any debt collection agency) together with all legal and court costs incurred in the collection of any overdue payment and the minimum charge in this respect shall be £10. 5.5 Queries must be notified in writing to Swift Taxis & Private Hire Ltd within 30 days of receipt of the invoice after which date the Customer shall not be entitled to dispute the amount shown save for manifest or gross error.

#### **6. Termination of Account**

6.1 The account is terminable by either party in writing on seven days' notice at any time without any reason being given and may also with immediate effect be terminated by Swift Taxis & Private Hire Ltd without notice at any time if any amount is due and unpaid by the Customer as stated in 5.3.

6.2 Upon termination of the account for whatever reasons all sums payable to or chargeable by Swift Taxis & Private Hire Ltd, or otherwise appearing on the Customer's account, shall become immediately due and payable in full if not already due and payable.

6.3 Accounts that are inactive for a period of six months may be subject to review which could result in closure of account without notice.

#### **7. Alteration to these Terms & Conditions**

Swift Taxis & Private Hire Ltd reserves the right to alter or vary these terms and conditions in any respect at its absolute discretion upon notifying the Customer of the relevant alterations and of the date upon which such alterations take effect.

#### **8. Applicable Law**

The laws of England and Wales apply.