

1. Definitions

1. **"We", "Our" and "Us"** refers to Ariel Taxis Association and its' staff and the drivers and any approved sub-contractor.
2. **"You", "Your" and "Client"** refers to the person, body or business, making a booking.
3. **"CAF"** refers to a Credit Account Facility and **"CAH"** refers to a Credit Account Holder.
4. **"T&C's"** refers to the Terms and Conditions of applying for a CAF and/or making a booking herein set out.
5. **"Service(s)"** refers to the provision of any and all carriage, courier or delivery services.
6. **"Booking Confirmation" and "B/C"** refers to the document confirming our acceptance of your booking.
7. **"Driver"** refers to the driver and vehicle providing the Service(s) and **"En-route"** refers to the Driver being on way to pick up location.
8. **"Transportation"** refers to a cruise liner, ferry, plane, train and any other public mode of transport.
9. **"Metered Fares"** (Taxi Service only), generally refers to local taxi journeys where both the pickup and drop addresses are within the relevant Council's area.
10. **"Long Distance"** jobs generally refers to journeys where either the pickup or drop off address are outside our normal operating area.

2. Contract

1. It is deemed that you have read and accepted these T&C's before making a booking or applying for a CAF.

3. Credit Account Facility

1. A minimum deposit of £100 (which will be refunded when the CAF is closed, refer to clause 13) will be required to activate a CAF. We may request a larger deposit and/or apply a credit limit.
2. We will issue an account number which must be quoted on all bookings.
3. We do not accept any liability whatsoever when a CAF is used unlawfully by your personnel and we expect the CAH to make payment.
4. A credit limit on the total amount which may be outstanding as unpaid at any one time will be set and given to the CAH.
5. We reserve the right to refuse to provide any Services in the event of this credit limit being exceeded.
6. Invoice(s) will be issued at the end of each week or month depending on the specific account and must be paid within 30 days of date of invoice, refer to our payment terms in clause 6.

7. Without prejudice we reserve the right to apply “The Late Payment of Commercial Debts 2013” regulations for any invoices not paid.
8. Without prejudice we reserve the right to suspend or close account facilities without notice.

4. Prices and Charges – Taxi Service

1. Prices and Charges are reviewed on a regular basis. Any changes to the Price List for CAH’s will come into effect after 1 month’s notice has been given.
2. A current copy of our Long Distance Price List can be supplied upon request.
3. Metered Fare journeys are covered by the relevant Council’s Fare Chart, which are displayed in the vehicle or on the relevant Council’s website.
4. Prices are provided based upon information given by you at the time of booking. However, we reserve the right to amend the price should the journey differ from your original booking instructions.
5. Prices are based upon a starting / finishing point at our operating base. Therefore, location surcharges may apply.
6. Discounts cannot be applied to non-metered journeys.
7. *The following surcharges will apply to Long Distance jobs (different tariffs apply to Metered Fares): -
8. All Bank & Public holidays, except as below 30%
9. Christmas Eve & New Year’s Eve (12:00 to Midnight) 30%
10. All day on Christmas Day, Boxing Day and New Year Day 50%
11. Pickup between midnight to 06:30 (Unsocial Hours) 30%
12. These are a guide only and can be altered at our discretion subject to prior agreement.
13. A non-refundable deposit of 20% of booking price may be required to confirm booking.
14. Any prior disbursements made by us on your behalf will be charged in addition to the above charges.
15. Prices are not subject to VAT as we act as an agent for the member drivers/vehicle owners.
16. Bookings made by means of a CAF may incur a booking fee of £1.00 per journey and/or a 10% surcharge.

5. Cancellation / Delay / Waiting Time Charges (Taxi Service Only)

1. Cancellation of pre-booked (same day) local journeys may incur a small charge.
2. If you cancel your booking the following charges may apply: -
 1. More than 24 hours No Charge
 2. Less than 24 hours up to £10
 3. If driver is en-route Full Price of journey

4. Aborted, driver at pickup location Full Price plus waiting time (Refer to Price List for current hourly rate charge).
5. Any prior disbursements made by us on your behalf will be charged in addition to the above charges.

3. If due to actions or instructions from Government Agencies, Emergency Services, Statutory Bodies, any manmade or natural event beyond our control we will bear no liability for any losses or other costs incurred by you.
4. If due to actions within our control you miss your onward travel, then our liability will be limited to reimbursement of any monies already paid to us for the specific journey affected.
5. In the event of any delays the following waiting time charges will apply: -

1. In the event of arriving at a travel termini 24 hours early but in accordance with the B/C, refer to clause 7.2 iv.
2. Waiting Time for "Fixed Fare" or "Long Distance" journeys will commence once driver has been waiting for 5 minutes beyond the booked pickup time and will be charged at 15 minute intervals.
3. Waiting Time for "Metered Fare" journeys will commence 5 minutes after the driver has announced their arrival and be charged according to the meter rate.

6. Prices quoted do not include any external charges whilst the taxi is on hire e.g. Car parking, road tolls, congestion charges etc. unless stated at the point of booking. These costs will be added to the fare. This list is not exhaustive.
7. In the event of the journey being halted or cancelled we will bear no liability for any losses or other costs incurred by you.

6. **Payment Terms**

1. Payment can be made by any of the following methods: -
 1. By Cash to the driver (generally not relevant to CAF).
 2. By Debit or Credit Card (all major cards are taken) to the driver for each individual trip or for payment of invoice
 3. By BACS or Bank Transfer, bank details on invoice.
 4. By Cheque, (CAF Only), made payable to Ariel Taxi Association, please ensure we have received it within 30 days with your Account Number and relevant invoice number is on the back.
 5. By means of Credit Account Facility, refer to clause 3.

7. **Lien**

1. Without prejudice we reserve the right to exercise a lien over your goods and/or property pending payment in full of any outstanding invoices.

8. Limitations and Exclusions

1. We shall not knowingly undertake, unaccompanied, the carriage or delivery of: -
 1. Money or securities (whether cash, cheques, bankers' drafts, bonds, share certificates or in any other form), antiques, precious metals, furs, or jewellery (in any form) of any amount of value.
 2. Goods or property (of whatsoever nature) valued more than £200.
 3. Goods or property (of whatsoever nature) which may deteriorate in transit unless agreed in writing by a Company Director.
 4. Goods or property considered too heavy (over 33kgs) unless there is assistance at collection and delivery locations, must be confirmed in writing prior to service. Refer to clause 13.
2. We shall not knowingly undertake, whatsoever, the carriage or delivery of: -
 1. Goods or property of a hazardous, dangerous, inflammable, explosive, noxious nature or items illegal to possess by Law. Where we see fit, we will contact the necessary authorities and will not be liable for any losses or costs incurred.
 2. Goods or property considered oversized.
3. Without prejudice and with reference to clause 12.1 any goods or property, whether accompanied or unaccompanied, should be suitably packaged as we do not accept any liability for any damage, losses or costs incurred.

9. Pickup, drop and delivery

1. We will endeavour to arrive on time and/or deliver you and/or your goods or property on time. We make no guarantees that you and/or your goods or property shall be delivered by a specific time or within a specific time period unless agreed in writing by a Company Director.
2. In the event that we are unable to or prevented from delivering your goods or property then we reserve the right to charge you reasonable costs for storage of the goods or property.

10. Children and Vulnerable Person(s)

1. Children under the age of 16 years must be accompanied by an adult over 18 years of age. In either case proof of age may be required.

1. The behaviour of children is the sole responsibility of the parent(s) / carer(s).
2. As a Taxi service we are exempt from the Seatbelt laws relating to child seats, however we recommend that on longer journeys you use Child Seats or Booster Cushions.
 1. If you are using your Child Seats, please be aware you must be taking them away with you as we do not have storage facilities.
 2. It is your responsibility to ensure that your Child Seats or Booster Cushions are correctly fitted before use.
3. A vulnerable person(s) should always be accompanied by a responsible adult unless written instruction from you states otherwise.

11. Luggage

1. The driver will load/unload your luggage (when deemed safe to) however it is your responsibility to ensure that items of luggage have not been left behind. Otherwise additional charges may apply to recover.
2. We are not liable for any damage to personal items contained within luggage or damaged during travel or left in a vehicle.

12. Food and Soil Charges

1. We have a NO FOOD policy in the vehicles. However, this is at the discretion of the driver, although this does not renege your responsibilities.
2. If you need to eat during the journey, please inform us when booking so that time can be allowed for a stop(s) en-route.
3. In the event of the vehicle being soiled or damaged by you then you are liable for reasonable costs for cleaning or repairing of the vehicle.
4. We reserve the right to claim for loss of earnings.

13. Termination

1. You may terminate the CAF by giving 1 (one) month's notice in writing.
2. On receipt of your termination notice the CAF will be suspended and will not be closed until all monies owed by you have been paid in full.
3. In the event of you being in breach of any of the clauses in these T&C's the CAF will be suspended. We will endeavour to contact you to discuss further.
4. The deposit will be refunded if the CAF is not in arrears at termination.

14. Force Majeure

1. We will not be liable for any injury or death to you or any loss or damage to your goods or property caused by War (declared or not), civil riots, national emergency, labour strikes, adverse weather conditions, breakdowns or any other cause beyond our control.

15. Claims

1. Without prejudice we will not be liable for, including but not limited to, from the acts, omissions or negligence of us and/or our employees and/or agents unless you have notified us as to the nature and extent of such injury, loss, damage or grievance within 15 working days of the date upon which the incident occurred.
2. Please write to PRC Streamline Group, Communications House, 16 Didcot Road, Nuffield Industrial Estate, Poole, Dorset BH17 0GD and mark it CLAIMS.
3. Our financial liability is limited to the value of the journey only.

16. General

1. These T&C's supersede any previous agreements and issues.
2. We reserve the right to alter or vary these T&C's at our discretion without notice to you.
 1. Changes to these T&C's will be published on our website as soon as practicably possible.
 2. No representations made or variations in or additions to these T&C's given by any person acting or purporting to act on our behalf shall have any force or effect unless confirmed in writing by a Company Director.
 3. Should we decide not to enforce or to exercise, at any time or for any period of time, any term of or any right arising from these T&C's should not be construed as a waiver of such term or right and shall in no way affect our right later to enforce or exercise it at a later date.
3. The safety of our customers/passengers and drivers is of paramount importance. We expect you and our drivers to behave with dignity and respect to each other. If not, this could result in the journey being aborted or cancelled, refer to clauses 7.2 iv, 8.2 iv, 9.1 ii, 9.2 iii and 19.

17. Resolution of Disputes and Governing Law

1. The parties submit to the exclusive jurisdiction of the Courts of England and Wales.

18. Privacy

1. We will only use your Personal Information, provided by you, to conduct appropriate financial checks using approved credit

reference or fraud prevention agencies or for the purposes of completing the service provided.

2. We will not pass your Personal Information to third parties unless we are requested to by the Police or other legal authorities due to allegations of criminal activity, harmful /abusive behaviour, and/or physical/ mental wellbeing.

19. **Telephone call recording**

1. For mutual protection and for training, compliance and security purposes all of our telephone calls may be recorded.
2. We reserve the right to store all information in line with 1976 Local Government Miscellaneous Provisions Act.
3. PRC Streamline Group reserves the right, in its sole discretion, to outsource calls to a third party contact centre during busy periods.

20. ***Customer Service Contact: Feedback and Complaints***

Complaints will only be investigated if in writing and sent within 7 days of the journey.

Please email: admin@arieltaxis.co.uk