

TERMS AND CONDITIONS

1. General

- a) This completed form, sent to Station Taxis (Sunderland) Ltd. (hereafter referred to as Station Taxis) is an offer by the company or business named on the attached Credit Account Application (hereafter referred to as the 'Client') to contract with Station Taxis for the provision of its services on an account basis. A contract will be concluded only upon the issue by Station Taxis to the Client of written confirmation that the application has been accepted.
- b) The term "Station Taxis" shall include its drivers, employees, contractors and agents.
- c) Station Taxis reserves the right in its absolute discretion, and without giving reasons, to reject this application and to decline to enter into a contract.
- d) A contract shall only be concluded on the terms and conditions laid out herein. The contract shall be personal to both parties and absolutely non-assignable.
- e) The Client shall notify Station Taxis of any change in the particulars shown on the Credit Application Form. Alterations take effect on the date shown in a confirmation notice issued by Station Taxis to the Client.

2. Bookings

- a) Station Taxis will accept no bookings unless the Client account number is quoted. Station Taxis is entitled to assume that any person who correctly quotes the correct account number and Client name has authority to make booking(s) on behalf of the Client. The Client is solely responsible for safeguarding the confidentiality of such numbers and shall be liable for the costs of all bookings made by any such person whether or not authorised by it.
- b) Station Taxis may in its absolute discretion without liability and without giving reason refuse to accept any booking.
- c) All accepted bookings are confirmed at the time of booking. The Client is liable for all charges incurred for the time when a taxicab is assigned to the booking until the completion of the assignment or sooner cancellation. In

the event of cancellation by the Client or passenger(s), the Client is also liable for such charges as may necessarily be incurred by Station Taxis consequently upon or in order to implement the cancellation. The liability of Station Taxis in the event of cancellation by it is set out at 4(d).

3. Charges

Charges will be made on the basis set out below. The rate of each charge shall be fixed and revised by Station Taxis from time to time entirely at its discretion. Charges prevailing at any particular time are set out in the tariff card available upon application. Upon any changes in the charges the Client will be advised of the revised tariff indicating the date on which the new tariff takes effect. Items and basis of charges are:

- a) A minimum fixed charge for hiring.
- b) A meter charge based on the tariff laid down by the City of Sunderland Council as shown on the taximeter fitted in the taxicab. Meter charges commence at the pick up time requested by the Client or, should no pick up time be specified, upon the arrival of the taxicab, and cease on conclusion of the assignment. Station Taxis reserve the right to charge Clients where a taxi is supplied but is unable to collect the passenger(s) for whatever reason.
- c) Where waiting time in excess of 5 minutes is incurred at the pick up location an additional charge for waiting time shall be levied, calculated in accordance with the tariff as laid down by the City of Sunderland Council.
- d) An administrative charge of 5% (rounded up to the next 10p unit) will be levied on the charge for each journey.
- e) V.A.T is charged on the invoice amount and can therefore be claimed back where appropriate.
- f) Special charges may be incurred in particular cases. Such charges will be at the discretion of Station Taxis but will not be made without prior reference to the Client.

4. Extent of Station Taxis Liability

- a) Any quoted pick up or journey times are best estimates only and whilst it uses all reasonable efforts to convey passenger(s) to their destinations in the shortest possible time Station Taxis shall have no liability if a pick up or journey time exceeds any estimate given or otherwise exceeds the Clients or the passenger's expectations for whatever reason nor shall Station Taxis have any other liability to the Client or the passenger(s) in connection with the time at which the passenger(s) reach or fail to reach the destination.
- b) Station Taxis shall have no liability for any damage, loss, costs claims or expenses (whether foreseeable or not).
- c) It shall be for the Client and/or passenger(s) to ensure that any valuable, unusual or any other items are covered by appropriate insurance. Station Taxis cannot entertain any claim for loss or damage to any such items.
- d) If Station Taxis cancels a booking it shall have no liability to the Client or intended passenger(s) if it has used its reasonable endeavours to fulfil the booking and to notify the Client of the cancellation.
- e) The Client shall notify Station Taxis of any claim or complaint within one month of the date of the journey or, if later, the first date on which the Client became aware of (or if sooner should have been aware of) the matter.

5. Accounts and Payments

- a) Invoices are issued to the Clients address shown on the Credit Application Form. A statement of account will be issued at the end of each month.
- b) Settlement in full is due no later than 30 days after the invoice date.
- c) Station Taxis reserves the right to charge interest on unpaid accounts in accordance with the "Late Payment of Commercial Debts (Interest) Act 1998"
- d) The Client shall pay Station Taxis 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 account and the minimum charge in this respect shall be £10.00

- e) Payment is by cheque payable to Station Taxis (Sunderland) Ltd. and remitted to Station Taxis Accounts Department at 11 Riverside Road, Southwick, Sunderland, SR5 3JG or by such other methods (such as BACS) as may be agreed in writing by Station Taxis.
- f) Queries must be notified in writing to Station Taxis within 14 days of receipt of the account after which date the Client shall not be entitled to dispute the amount save for manifest or gross error.

6. Termination of Account

- a) The account is terminable by either party in writing giving seven days notice at any time without reason being given and may also with immediate effect be terminated by Station Taxis without notice at any time if any amount due is not paid by the Client.
- b) Upon termination of the account for whatever reason all sums payable to or chargeable by Station Taxis or otherwise appearing on the Clients account shall become immediately due and payable in full if not already due and payable.

7. Alterations to these Terms & Conditions

Station Taxis reserves the right to alter or vary these terms and conditions in any respect at its absolute discretion upon notifying the Client of the relevant alterations and of the date upon which such alterations take effect.

8. Applicable Law

The Law of England applies.

9. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this contract.