



Incorporating



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GENERAL TERMS and CONDITIONS

1. Definitions

- "We", "Our" and "Us" refers to PRC Streamline Taxi Group and its' staff and the drivers and any approved sub-contractor.
"You", "Your" and "Client" refers to the person, body or business, making a booking and implies the passengers making the journey.
"CAF" refers to a Credit Account Facility and "CAH" refers to a Credit Account Holder.
"T&C's" refers to the Terms and Conditions of applying for a CAF and/or making a booking herein set out.
"Service(s)" refers to the provision of any and all carriage, courier or delivery services.
"Booking Confirmation" and "B/C" refers to the document confirming our acceptance of your booking.
"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.
"Transportation" refers to a cruise liner, ferry, plane, train and any other public mode of transport.
"Metered Fares" generally refers to local journeys where both the pickup and drop addresses are within the relevant Council's area.
"Long Distance" jobs generally refer to journeys where, either, the pickup or drop addresses are outside our normal operating area.
* Not Relevant to metered fare clients.

2. Contract

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

- 3.1 A deposit of £100 (which will be refunded when the CAF is closed, refer to clause 13) will be required to activate a CAF.
3.2 We will issue an account number which must be quoted on all bookings.
i. We do not accept any liability whatsoever when a CAF is used unlawfully by your personnel and we expect the CAH to make payment.
3.3 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.
i. We reserve the right to refuse to provide any Services in the event of this credit limit being exceeded.
3.4 Invoice(s) will be issued at the end of each month and must be paid within 21 days of date of invoice, refer to clauses 6.2, 6.3 and 6.4i.
3.5 Without prejudice we reserve the right to apply "The Late Payment of Commercial Debts 2013" regulations for any invoices not paid.

4. Prices and Charges

- 4.1 Prices and Charges are reviewed on a regularly basis. Any changes to the Price List for CAH's will come in to effect after 1 months' notice has been given.
i. A current copy of our Long Distance Price List can be supplied upon request.
ii. 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.
4.2 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.
4.3 Prices are based upon a starting / finishing point at our operating base. Therefore location surcharges may apply.
4.4 *The following surcharges will apply to Long Distance jobs (different tariffs apply to Metered Fares issued by the Licencing Authority, normally local council):-
i. All Bank & Public holidays, except as below..... 30%
ii. Christmas Eve & New Year's Eve (12:00 to Midnight)..... 30%
iii. All day on Christmas Day, Boxing Day and New Year Day..... 50%
iv. Pickup between midnight to 06:30 (Unsocial Hours)..... 30%
4.5 A non-refundable deposit of 20% of booking price may be required to confirm booking.
i. Any prior disbursements made by us on your behalf will be charged in addition to the above charges.
4.6 Prices are not subject to VAT.

5. Cancellation / Delay / Waiting Time Charges

- 5.1 Cancellation of pre-booked (same day) local journeys may incur a small charge.
5.2 In the event that you cancel your booking the following charges will apply:-
i. More than 24 hours..... No Charge
ii. Less than 24 hours..... £25
iii. If driver is en-route..... £50 minimum, depending upon distance travelled
iv. Aborted, driver at pickup location..... Full Price plus waiting time (Refer to Price List for current hourly rate charge).
v. Any prior disbursements made by us on your behalf will be charged in addition to the above charges.
5.3 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.
5.3 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.
5.4 In the event of any delays the following waiting time charges will apply:-
i. In the event of arriving at travel termini 24 hours early but in accordance with the B/C, refer to clause 5.2.iv.
ii. Waiting Time for "Fixed Fare" or "Long Distance" journeys will commence once driver has been waiting for 15 minutes beyond the booked pickup time with a minimum charge of 60 minutes (1 hour) then charged at 15 minute intervals.
iii. 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.
5.5 Waiting time at travel terminals, in particular airports, will commence 60 minutes after the transportation has arrived.
5.6 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

Payment can be made by any of the following methods:-

- 6.1 By Cash to the driver (generally not relevant to CAH).
6.2 By Debit or Credit Card (all major cards are taken) to the driver for each individual trip.
i. Transaction fees are applicable.
6.3 By BACS or Bank Transfer, bank details on invoice.
6.4 By Cheque, made payable to **the driver**.
i. In case of a CAH, made payable to **PRC Streamline**, please ensure we have received it within 21 days with your Account Number and relevant invoice number is on the back.
6.5 By means of Credit Account Facility, refer to clause 3.

7. Lien

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

8. Limitations and Exclusions

- 8.1 We do not have "Goods in Transit" insurance for goods or property unaccompanied by you. Therefore you are advised to affect such insurance as you deem necessary for the carriage of your goods and/or property by us.
- 8.2 We shall not knowingly undertake, unaccompanied, the carriage or delivery of:-
 - i. 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.
 - ii. Goods or property (of whatsoever nature) valued more than £100.
 - iii. Goods or property (of whatsoever nature) which may deteriorate in transit unless agreed in writing by a Company Director.
 - iv. 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 9.
- 8.3 We shall not knowingly undertake, whatsoever, the carriage or delivery of:-
 - i. 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.
 - ii. Goods or property considered oversized.
- 8.4 Without prejudice and with reference to clause 8.1 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

- 9.1 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.
- 9.2 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)

- 10.1 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.
 - i. The behaviour of children is the sole responsibility of the parent(s).
- 10.2 As a Taxi business we are exempt from the Seatbelt laws however we recommend that on longer journeys you use Child Seats or Booster Cushions.
 - i. If you are using your Child Seats please be aware you must be taking them away with you as we don't have storage facilities.
 - ii. It is your responsibility to ensure that your Child Seats or Booster Cushions are correctly fitted before use.
- 10.3 A vulnerable person(s) should always be accompanied by a responsible adult unless written instruction from you states otherwise.

11. Luggage

- 11.1 The driver will load/unload your luggage however it is your responsibility to ensure that items of luggage have not been left behind. Otherwise additional charges may apply to recover.
- 11.2 We are not liability for any damage to personal items contained within luggage.

12. Food and Soil Charges

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.

- 12.1 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.
- 12.2 In the event of the vehicle being soiled or damaged by you then you are liable for reasonable costs for cleaning or repairing the vehicle.
 - i. We reserve the right to claim for loss of earnings.

13. Termination

- 13.1 You may terminate the CAF by giving 1 (one) months' notice in writing.
 - i. 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.
- 13.2 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.
- 13.3 The deposit will be refunded if the CAF is not in arrears at termination.

14. Force Majeure

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

- 15.1 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 has 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 same occurred.
- 15.2 Please write to PRC Streamline Taxis, Communications House, 16 Didcot Road, Nuffield Industrial Estate, Poole, Dorset BH17 0GD and mark it CLAIMS.

16. Executive Car Service

We will endeavour to fulfil our obligations to you within our fleet of vehicles but occasionally we may have to contract outside parties. Therefore the vehicles may be of similar type and/or standards to our vehicles. Executive Car Service generally incurs higher charges compared to standard taxis and private hire.

17. Loyalty Club

- 17.1 Pre-Booked metered fare journeys only.
- 17.2 Fixed fare, long distance, using a vehicle off the rank or already discounted journeys do not qualify for loyalty points.
- 17.3 We reserve the right to cancel this offer without notice at any time with immediate effect.

18. General

- 18.1 These T&C's supersedes any previous agreements and issues.
- 18.2 We reserve the right to alter or vary these T&C's at our discretion upon giving reasonable notice to you.
 - i. 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.
 - ii. 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.
- 18.3 The safety of our passengers and our 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 halted or cancelled, refer to clauses 5 and 15.

19. Resolution of Disputes and Governing Law

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

20. Privacy

- 20.1 We will only use your Personal Information, provided by you, in order to conduct appropriate financial checks using approved credit reference or fraud prevention agencies.
- 20.2 We will not pass your Personal Information to third parties, except in the circumstances stated in clause 16.
- 20.3 Refer to our Privacy Policy which can be viewed on our website www.prcstreamline.co.uk