

1. DEFINITIONS

- 1.1. **"the Application Form"** means the Credit Account Application Form which is provided alongside this document or can be located on the Regal Cabs website.
- 1.2. **"the Client"** means the firm or company whose completed Application Form has been submitted to and accepted by the company and who has requested a service from the company.
- 1.3. **"the Company"** means Regal Cabs Limited or any other Regal Cabs Limited subsidiary or trading name as notified from time to time to the Client.
- 1.4. **"the Service"** means the vehicular service provided by the Company and specified on the Application Form.

2. PREAMBLE

- 2.1. The completed Application Form sent to the Company is an offer to enter into a contract with the Company for the provision of one or more of the Services on an account basis. A contract for the provision of any Service will only be concluded when the company issues written confirmation to the Client that the application has been accepted.
- 2.2. The Company reserves the right in its absolute discretion and without giving reasons to reject any application thereby declining to enter into a contract.
- 2.3. All contracts between the Client and the Company shall only be concluded on the terms and conditions contained in this document. The contract shall be personal to both parties and absolutely non-assignable.
- 2.4. The Client shall notify the Company of any change in the particulars shown on the Application Form. Alternations take effect on the date shown in a confirmation notice issued by the Company to the Client.
- 2.5. For the purposes of these Terms and Conditions the singular shall, where appropriate, include the plural.

3. BOOKINGS

- 3.1. No bookings will be accepted by the Company unless the Client is registered and the account reference number is quoted. The Company is entitled to assume that any person who uses the internet booking facility (where available) and/or an ex directory phone number (where appropriate) and correctly quotes the Client name and account reference number has authority to make the booking on behalf of the Client. The Client is solely responsible for safeguarding the confidentiality of such numbers and shall be liable for the cost of all bookings made by any such person whether or not in fact authorised by it.
- 3.2. The Company may in its absolute discretion without liability and without giving reasons, refuse to accept any booking.
- 3.3. All accepted bookings are confirmed at the time of the booking. The Client 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 Client or passenger, the Client is also liable for such charges as may necessarily be incurred by the Company consequent upon or in order to implement the cancellation. The liability of the Company in the event of cancellation by it is set out at 5.4.

4. CHARGES

- 4.1. Charges will be made on the basis of an agreed contract or as set out below. The rate of each charge shall be fixed and revised by the Company from time to time entirely at its discretion. Charges prevailing at any particular time are set out in the Company tariff card available on application.
- 4.2. Where possible, the Company will endeavour to follow the tariff card set by Dudley Metropolitan Borough Council.
- 4.3. Upon any change in charges the Client will be sent a copy of the revised tariff card indicating the date on which the new tariff takes effect. Items and bases of charging are:
 - 4.3.1. A minimum fixed charge for every hiring.
 - 4.3.2. Where waiting time occurs at the pick up location an additional waiting time charge may be levied.
 - 4.3.3. VAT will be charged as appropriate.
 - 4.3.4. Special charges may be incurred in particular cases.

5. EXTENT OF LIABILITY OF THE COMPANY

- 5.1. Any quoted pick up or journey times are best estimates only and whilst it uses all reasonable efforts to convey passengers to their destinations in the shortest possible time, the Company shall have no liability if a pick up or journey time exceeds any estimate given or otherwise exceeds the Client's or the passenger's expectations for whatever reason nor shall the Company have any other liability to the Client or the passenger in connection with the time at which the passenger reaches or fail to reach the destination.
- 5.2. The Company shall have no liability for any damage, loss, costs or expenses (whether foreseeable or not) incurred or suffered by the Client or the passenger (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 the Company
- 5.3. It shall be for the Client and/or the passenger to ensure that valuable, unusual or any other items are covered by appropriate insurance. The Company cannot entertain any claim for loss of or damage to items but upon proof of value may make an ex-gratia payment not exceeding in total £100 in respect of any one hiring.
- 5.4. If the Company cancels a booking it shall have no liability to the Client or intended passenger if it has used reasonable endeavours to fulfill the booking and to notify the Client of the cancellation.
- 5.5. Any claim or complaint shall be notified by the Client to the Company within one month of the date of the assignment or, if later, the first date on which the Client became aware of (or if sooner should have been aware of) the matter. In no circumstances shall the Company be liable to the Client for any loss of profits, loss of business or anticipated business or loss of any saving or for any indirect or consequential loss.
- 5.6. Liability of the company shall not exceed the sum of £250 in respect of any claim.
- 5.7. The parties agree that in view of the nature of this contract, the nature of the services provided under it and the nature and average cost of journeys each provision of this paragraph 5 is fair and proportionate. Nevertheless each provision of this paragraph 5 is to be construed as a separate limitation which will apply and survive even if, for any reason, one or more of the said provisions is held to be unreasonable and/or incapable of applying.
- 5.8. None of the above limitations applies in the case of death and/or personal injury and/or fraud.

6. ACCOUNTS AND PAYMENTS

- 6.1. Accounts are issued monthly to the address and person indicated on the application form or more frequently by arrangement. Each account covers bookings up to the date shown on the account.
- 6.2. Settlement in full is due 28 days from invoice date.
- 6.3. The Company reserves the right to charge interest on unpaid accounts at the base rate of National Westminster Bank PLC plus 4% accruing on a daily basis and compounded on a six-monthly basis from the due date until full settlement.
- 6.4. The Client shall pay to the Company 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.
- 6.5. Payment is by BACS or by cheque payable to the Company remitted to the Regal Cabs Limited Accounts Department at 59 Chapel Street, Stourbridge, West Midlands DY9 8BX or by such other methods (such as Credit or Debit Card) as may be agreed in writing by the Company.
- 6.6. Queries must be notified in writing to the Company within 14 days of receipt of the account after which date the Client shall not be entitled to dispute the amount shown save for manifest or gross error.

7. TERMINATION OF ACCOUNT

- 7.1. 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 the Company without notice at any time if any amount is due and unpaid by the Client.
- 7.2. Upon termination of the account for whatever reasons all sums payable to or chargeable by the Company otherwise appearing on the Client's account shall become immediately due and payable in full if not already due and payable.

8. ALTERATION TO THESE TERMS & CONDITIONS

The Company 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 which will not be less than 14 days from the date of notification.

9. MISCELLANEOUS

- 9.1. The client and the company confirm that no improper payments or transfers of value have been made in relation to this agreement.
- 9.2. The Law of England applies and any disputes will be referred by the parties to the English courts.
- 9.3. A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of the Terms and Conditions of this contract.
- 9.4. These written Terms and Conditions set out the whole of the agreement between the Company and the Client with respect to the Service: all prior agreements, representations, statements, negotiations and undertakings are hereby superseded other than fraudulent misrepresentation.