

Terms of Business

Headings

"CLIENT" means the person who accepts a quotation or offer of the Provider for the sale of Services or whose order for the Services is accepted by the Provider;

"PROVIDER" means Prompt Airport Cars Licensed by Transport for London Public Carriage Office Licence No: 01/01/05858.

"The Contract" means the contract for the provision of ground transfer services under these Conditions;

"SERVICE" means the service of ground transport (including any instalment of the service or any multiple services) which the Provider is to supply in accordance with these Conditions; Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

Conditions

Before booking a journey with us you are requested to read and accept our "**Terms of Business**" below.

1.1 The Provider (Prompt Airport cars) shall sell and the Client shall purchase the Service in accordance with any quotation or offer of the Provider which is accepted by the Client, or any reservation of the Client which is accepted by the Provider, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such reservation is made or purported to be made, by the Client.

1.2 A contract will only come in to being upon the acceptance of the Provider of the reservation and the following conditions shall be deemed to be incorporated in the contract. The Client accepts these terms & conditions by placing a reservation, booking with the provider via but not limited to the providers; web site: www.promptexecutivehire.co.uk, via telephone, or via any representative agent.

1.3 The Contract will be subject to these conditions. The provider reserves the right to revise these terms & conditions at any time without prior notice at its sole discretion. Any revised terms and conditions will be posted on the providers' website and will come into effect 1 hour after posting.

1.4 No reservation order submitted by the client shall be deemed to be accepted by the provider unless and until confirmed in writing by email telephone or otherwise by an authorised representative of the provider.

1.5 The specification for the services shall be those set out in the providers' sales documentation unless varied expressly in the client's reservation (if accepted by the provider). The service will only be supplied as stated in the provider's price list. Reservations orders received other than these will be adjusted accordingly. Illustrations, photographs or descriptions whether in the website, brochures, price lists or other documents issued by the provider are intended as a guide only and the contents shall not be binding on the Provider.

1.6 The Provider reserves the right to make any changes in the specification of the services which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the services are to be supplied to the Providers specification, which do not materially affect their performance.

1.7 Sub-contracting companies are not authorised to make any representations or claims concerning the service unless confirmed by the Provider in writing by email, telephone or otherwise. In entering into the Contract the client acknowledges that it does not rely on, and waives any claim for breach of, any such representations, which are not so confirmed.

1.8 No variation to these Conditions shall be binding unless agreed in writing between the client and the provider.

1.9 Sales literature, price lists and other documents issued by the provider in relation to the service may be subject to alteration. No contract for the offer of service shall be binding on the provider unless the provider has issued a quotation which is expressed to be an offer of service; or has accepted a reservation placed by the client, by whichever is the earlier of:-

1.9.1 the Providers written acceptance;

1.9.2 delivery of the service;

1.10 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Provider shall be subject to correction without any liability on the part of the Provider.

1.11 The price of the Service shall be the price listed in the Providers published price list current at the date of acceptance of the client's reservation or such other price as may be agreed in writing by the provider and the client.

1.12 Where the provider has quoted a price for the service other than in accordance with the Providers published price list the price quoted shall be valid for 24 hours only or such other time as the Provider may specify.

1.13 The Provider reserves the right, by giving notice to the Client at any time before delivery, to increase the price of the service to reflect any increase in the cost to the provider which is due to any factor beyond the control of the provider (such as, without limitation, any foreign exchange fluctuation, currency regulation or alteration of duties, any change in delivery dates, quantities or specifications for the service which is requested by the Client, or any delay caused by any instructions of the Client or failure of the Client to give the Provider adequate information or instructions.

1.14 The Provider reserves the right to use the services of contractors or sub-contractors (herein known as third parties) to provide services to Clients. Where appropriate details i.e. names, addresses of any such third parties will be provided by the Provider upon any reasonable request and at the discretion of the Provider.

1.15 Reservations orders made for service on the following dates will be subject to an additional surcharge of 50% on published prices: 24, 25, 26, December & 1 January.

1.16 A maximum time of 30 minutes for address collections & 90 minutes for airport, seaport collections will be allocated, whereupon non-contact with the client will classify the reservation to be a NO SHOW & will be subject to clauses **2.2 & 3.1.1**.

1.17 All payments that are made in any other form than cash (pounds sterling) to the Provider for the provision of service & on any confirmed reservations made with the provider directly or indirectly will result in a non refundable charge (processing fee) and vat if applicable.

Terms of Carriage

2.1 The Providers (herein known as Prompt Airport cars) prices are based on Clients (herein known as passengers) being ready to travel at the booked time. Clients must book their ground transfer in accordance with check in times and guidelines provided by their relevant air or cruise line.

2.2 All meets apart from airports waiting time are free for the first 10 minutes; thereafter you will be charged 6 pounds every 15 minutes on the entire waiting time. Airport and Seaport collections: 60 minutes free waiting time from the time of landing arrival (additional free waiting time can be requested at time of booking), thereafter you will be charged 6 pounds every 15 minutes (payments made in any other form than cash GBP will be subject to processing). There is no additional charge for flight delays.

2.3 Fares quoted are flat rates. Any diversions, additional set downs or pickups by passengers will incur a minimum charge of £5.00 per diversion. Fares quoted that are not booked will have a validity of 24 hours. Prompt Airport cars reserve the right of altering any prices without prior notification however quotations on confirmed bookings will be binding.

2.4 Neither Prompt Airport cars nor any of its contracted or sub-contracted drivers will accept responsibility for loss or damage to luggage. Clients are responsible for ensuring that their luggage is loaded/unloaded at all times, if accompanying the luggage on the journey. Prompt Airport cars & or its contracted or sub-contracted drivers have the right to refuse any passenger or to make the journey due to the passenger having excess luggage which would result in the vehicle being unsafe whilst in motion.

2.5 Vehicles are booked by clients as requested. Saloon and Estate cars carry a maximum of 4 passengers & luggage. Vehicles to carry a larger no of passengers & luggage are available & are to be booked as required, (for luggage limitations, vehicle types and relevance [view vehicles](#)).

2.6 Damage to vehicles caused by passengers due to soiling is chargeable at the rate of £60.00 (GBP) in cash at the time of instance by the driver.

Cancellations / Cancellation charges

3.1 Reservations that have been accepted and confirmed by the Provider may be cancelled by the Client by telephone on: 44 (0) 20 7060 6070. Vehicles that are cancelled by client after reservation acceptance by the provider shall incur a cancellation charge.

3.1.1 Cancellations that are not informed of are deemed to be of the status "NO SHOW" and will subject to a charge of 100%.

3.1.2 Cancellation informed 24 hours or more prior to booked journey time are subject to a charge of £5.00.

3.1.3 Cancellations informed 3 to 24 hours prior to the booked journey time are subject to a charge of 50% of the quoted fare.

3.1.4 Cancellation's not informed up to 3 hours prior to the time of booking cancellation charge incurred: 100% of quoted fare.

3.1.5 For ASAP (As Soon as Possible) jobs we reserve the right to charge 100% of quoted fare for the journey, unless the cancellation has been made prior to the dispatch of the vehicle.

3.1.6 Vehicles that are booked by the client that are not suitable for the purpose for which they have been booked for as in clause 2.5 will be subject to clause **2.2** and **3.1.4**.

General Applications

4.1 The Provider shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in delivery or in performing, or any failure to perform, any of the Providers obligations in relation to the Service, if the delay or failure was due to any cause beyond the Providers reasonable control. Without prejudice to the generality of the

foregoing, the following shall be regarded as causes beyond the Providers reasonable control directly or indirectly:-

4.1.1 act of God, explosion, flood, tempest, fire or accident;

4.1.2 war or threat of war, sabotage, insurrection, act of terrorism, civil disturbance or requisition;

4.1.3 acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

4.1.4 traffic accidents, traffic hold ups, traffic congestion;

4.1.5 strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Provider or of a third party);

4.1.6 flight delays, flight cancellations, early arrivals;

4.1.7 power failure or breakdown in machinery including vehicles and computer systems.

4.2 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

4.3 Except as expressly provided in these Conditions, the Provider shall not be liable to the client by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the client (including, without limitation, loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Provider, its servants or agents or otherwise) which arise out of or in connection with the supply of the services.

4.4 If clause **3.1.5** applies then without prejudice to any other right or remedy available to the Provider, the Provider shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the client, and if the Services have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

4.5 The Client undertakes to the Provider that:-

4.5.1 the client will regard as confidential the Contract and all information obtained by the client relating to the services of the Provider and will not use or disclose to any third party such information without the Providers prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the clients default;

4.5.2 the client will use all reasonable endeavours to ensure compliance with this condition by its employees, servants and agents. This Condition shall survive the termination of the contract.

Governance

5.1 No waiver by the provider of any breach of the Contract by the client shall be considered as a waiver of any subsequent breach of the same or any other provision.

5.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

5.3 The Contract shall be governed by the laws of England & Wales.