

# Terms and Conditions



Last updated: 10th July 2023

## **Please read our terms and conditions carefully**

By placing a booking with us (Colehill and Wimborne radio cabs) you (the client) it is deemed that you have read and accepted these T&C's before making a booking or applying for any CAF. If you have any questions about booking with us, please contact us before making a booking on 01202888810 or email us on [CWRC888810@outlook.com](mailto:CWRC888810@outlook.com).

## **1. Definitions**

1. **"We", "Our" and "Us"** refers to Colehill and Wimborne Radio Cabs Ltd (CWRC) and its' staff (office and booking) and the drivers and any approved sub-contractor.
2. **"You", "Your" and "Client"** refers to the person, body, or business, making a booking and implies the passengers making the journey.
3. **"Service(s)"** refers to the provision of any and all of taxi related services.
4. **"CAF"** refers to a Credit Account Facility and **"CAH"** refers to a Credit Account Holder.
5. **"T&C's"** refers to the Terms and Conditions of applying for a CAF and/or making a booking herein set out.
5. **"Booking"** the booking of a taxi or private hire vehicle for undertaking Trips. Bookings can be made for single Trips, return Trips or split Trips.
6. **"Booking Confirmation"** refers to the document confirming our acceptance of your booking.
5. **"Driver"** refers to the driver and vehicle providing the Service(s)
7. **"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 Dorset Council's area.
10. **"Long Distance"** refers to journeys over 20miles, this is most commonly, but not exclusively, where either the pickup or drop off address are outside our normal operating area.

11. **"Inappropriate behaviour"** generally refers to the following types of behaviours aimed towards our office staff or drivers; this includes:

- a. Rude gestures
- b. Aggressive behaviour
- c. Threats or Threatening behaviour
- d. Intimidation and or belittling
- e. Physical harm/violence
- f. Rude or offensive notes on windows of premises or vehicles
- g. Offensive language
- h. Discrimination
- i. Vandalism

12. **"Details"** the details which You must provide upon making a Booking including pick-up date and time, pick-up and drop-off addresses and Your Personal Data.

13. **"Quote"** a fixed price quote that You receive by our booking staff via telephone or email

14. **"Sub-contractors"** A service provider who works alongside us, with us acting as a booking agent for themselves.

15. **"Cancelled", "Cancel"** refers to the cancellation of booking that has been previously made

16. **"No Show"** When no driver arrives for a booking, that has previously been made.

17. **"Unsociable hours"** Times between 22:00pm-07:00am

19. **"Office hours"** This is the times when our booking staff are available at times between 09:00am-17:00pm

20. The clause headings and any other headings are inserted for convenience only and shall not affect the construction of these Terms.

## 2. Bookings

1. When making a booking by telephone/email or online messenger applications such as (Facebook, Yell, Google) with Colehill and Wimborne radio cabs It is deemed that you have read the T&Cs available on our website and you have accepted and agreed to these T&C's before making the booking.

2. Any booking requests made via our email, website, voicemail, or online apps are not classed as booked in unless you have received confirmation.

3. You are responsible for giving our booking staff your details and the details of a booking correctly and clearly, We will only ask for the relevant information to complete your booking please refer to our privacy clause **11**.

- a. If we cannot hear you booking request due to a poor signal, or strong accents or tones your booking may not be correct and we may then not be able to guarantee we can complete your booking or we may not be able to accept your booking if we cannot understand you and we ask you to call us on a better line or contact us by other means such as email.
- b. SHOULD YOU REQUIRE ANY ADDITIONAL INFORMATION ABOUT YOUR BOOKING, it is your responsibility to ask and we shall answer as best we can, providing the relevant information

to your question where possible. Failure to ask us for additional information is your done so at your own risk and any presumptions made by clients, regarding any part of your booking, after failing to ask before the booking for clarity are done so at your own risk.

4. Any quotes given, are given at the current taxi rates at the time of asking and may be subject to change due if you are booking well in advance, for example, when booking more than 1 month ahead of the booking.

- a. Quotes given are not classed as a booking, customers need to confirm they would like to make the booking official.

5. You are responsible for ensuring that the collection time you have agreed allows you sufficient time to reach your destination, taking account of the unexpected events that could occur such as factors outside of our control (see Clause 2.6.b for reference) which may delay your journey or our vehicle on its way to collect you.

- a. When bookings are made at unsociable hours you are responsible for requesting the allocated drivers contact information, this information can normally be given to you at the point of booking or nearer to the date of the booking if it is booked too far in advance at a point when the booking has not been allocated, these details are to only be used for the sole purposes of completing your booking at times when our main phone lines are unavailable such as, early morning or late evening bookings.

6. BOOKING TIMES ARE NOT GUARANTEED. Please be aware there are numerous factors that are out of our control which may impact or delay your journey with us. For these reasons our service is provided on the basis that we are not responsible for any inconvenience, losses you suffer, costs you incur or other consequences arising from our failure to provide, or delays in providing, our agreed service.

- a. When you book with us you will specify a collection time and may specify the time by which you need to arrive at your destination. Whilst we will do what we can to collect you/your passengers at the agreed time and to arrive at the specified destination on time, the very nature of road transport means we cannot guarantee that will happen.
- b. Factors outside of our reasonable control include (but are not limited to):

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| <ul style="list-style-type: none"><li>• Adverse weather conditions</li><li>• Vandalism to our vehicles</li><li>• Accidents involving our vehicles</li><li>• Delays caused by traffic congestion</li><li>• Delays caused by other clients</li><li>• Driver illness</li><li>• Third party provider delays/No shows outside of our control where all relevant booking details have been provided and confirmed by the sub-contractor.</li><li>• Road works</li><li>• Road closures</li><li>• Accidents of other road users</li><li>• Diversions</li></ul> | <ul style="list-style-type: none"><li>• Mechanical breakdowns which are unexpected and could not have been prevented by a reasonable preventative maintenance programme.</li><li>• Incorrect details given to us at the point of booking, including house numbers, road names, vehicle size/type, luggage size, passenger numbers.</li><li>• Transportation hub delays such as flight delays or strikes</li><li>• Human error driver heading to the wrong location, misreading their job</li></ul> |
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list or oversleeping (in regards to unsociable hour bookings)

- c. In the event of a journey being delayed, Colehill and Wimborne radio cabs Ltd will endeavour to inform customers with as much notice as possible if we are aware of the delay, however we do not guarantee this.
- d. Colehill and Wimborne Radio Cabs Ltd reserves the right to CANCEL a booking without notice or providing a reason.
- e. Our driver has full right to refuse the passenger, when driver feels that the passenger is a threat to him/herself or the vehicle.
- f. In the event your Taxi does not show up at the requested pick up time (No Show) please contact us. We will aim to address the situation as soon as we have been notified, and we will endeavour to get a driver to you as soon as is possible, with the following exception:
  - Customer contacting us and using inappropriate behaviour towards our staff, see clause 1.11
  - Where we may not physically be able to complete a booking due to factors out of our control, please see clause 2.6.b
  - When a customer is unable to contact the office due to it being in unsociable hours and they have not requested the driver's contact details, we are unable to send another driver until normal office hours 9.00am-17.00pm when our staff will be made aware of a No Show. Please also see clause 2.5.A and 2.6.j for more details
  - Clause 2.3 when incorrect details of a run have been provided, or we cannot contact you due to incorrect information given to us by yourself we cannot guarantee we will be able to complete the booking.
- g. If a prebooked Customer needs to cancel a booking, generally there will be no liability from the customer to Colehill and Wimborne radio cabs Ltd, however there are exceptions in certain scenarios as outlined in clauses 5.9 & 5.10
- h. If a pickup is delayed without notice from the customer, Drivers will in most cases only wait 5-10mins as long as it is safe and legal to do so before the driver will leave marking your pick up as a No show. Due to other bookings we cannot always guarantee a driver can wait any longer.
- i. For Airport and other transportation hub pickups our company policy is to try our best to accommodate delays up to 1 hour, however while we do try our best to facilitate our customers. We reserve the right to cancel the booking after the specified time as mentioned above, we will try to contact you to inform you however this is not always possible. We take no responsibility for any kind of compensation nor will we pay any additional charges you may incur due to cancellation or arranging alternate transport.
- j. **BOOKINGS MADE WHERE THE PICK UP TIME IS DURING UNSOCIABLE HOURS RUN AN ELEMENT OF RISK**, although we do take reasonable steps to ensure all bookings of this nature are completed correctly to a satisfactory manor, we are unable to guarantee this due to support staff being unavailable at those times as we have no way of being able to supervise or guarantee a driver will not be delayed or show at these times, due to factors such as in clause 2.6.b:
  - We take no responsibility for any kind of compensation nor will we pay any additional charges you may incur due to cancellation or arranging alternate transport due any of the Factors in this clause 2.6.j and **ANY BOOKINGS MADE BY CLIENTS FOR UNSOCIABLE HOURS ARE DONE SO AT YOUR OWN RISK** please refer to the terms of service at the beginning of these T&Cs.

- Although we can advise clients on the best ways to avoid potentially problematic situations, at these times such as.
- Allowing extra time, in case of any delays or no shows, to give you plenty of time to arrange over means of transport (in a worst case scenario there are specialist 24/7 taxi companies available in the local area should you need them these can be found online)
- At the point of booking ask for the relevant contact details of the driver who is picking you or contact us nearer the time of the journey, if booking too far in advance as the job may have not been allocated at that time and we strongly advise the customer to ask for the driver's number, and to contact them before your journey to ensure all is okay with the collection, please refer to clause 2.3.b
- k. If a customer has booked and cancelled or no showed on multiple occasions, we reserve the right to refuse your booking

7. If you are a business/account customer, please note that Colehill and Wimborne Radio Cabs Ltd will not be liable to you for:

- a. Loss of profits, sales, business, or revenue;
- b. Business interruption;
- c. Loss of anticipated savings;
- d. Loss of business opportunity, goodwill or reputation
- e. Any indirect or consequential loss or damage. is subject to the exclusive jurisdiction of the courts of England and Wales.

8. Our company will not be liable for any situation faced by the passenger while travelling on a booking made with a driver and not confirmed with the office.

9. If a wheelchair is required, this can and must be requested when making a booking. Customers should be advised that a vehicle capable of transporting a wheelchair user may have a lengthier wait time depending on availability.

### **3. Credit Account Facility**

1. To open an account in most cases a minimum deposit of £100 will be required to activate a CAF. We may request a larger deposit and/or apply a credit limit as well. (this deposit will be refunded when the CAF is closed)

2. We will issue an account name and/or number which must be quoted on all bookings at the point of booking.

3. We do not accept any liability whatsoever when a CAF is used unlawfully by your Staff/personnel/clients family and we expect the CAH to make payment.

4. We will set and inform the CAH of the credit limit which may be outstanding as unpaid at any one time.

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 month depending on the specific account and must be paid within 14 days of date of invoice, refer to our payment terms in on the bottom of any invoice

from ourselves. We reserve the right to roll the amount over into the next month should the amount owed not be very substantial e.g. under £100

7. Bookings made by means of a CAF may incur a booking fee of £1.00 per journey and/or a 10% surcharge at the of Colehill and Wimborne radio cabs ltd.

8. Without prejudice we reserve the right to apply "The Late Payment of Commercial Debts 2013" regulations for any invoices not paid.

9. Without prejudice we reserve the right to suspend or close account facilities without notice.

10. It is deemed that you have read the T&Cs available on our website and you have accepted these T&C's before applying for a CAF.

#### **4. Termination**

1. You may terminate the CAF by giving one month's notice in writing.

2. We shall confirm the 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, after a months' notice of the termination.

#### **5. Prices and Charges**

1. 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, such as detours due to accidents, diversions, or road closures (but not limited to), additional pick up and drop offs, soiling of the vehicle. All journeys are subject to any waiting time after the initial period set by the Dorset local licensing authority.

2. Metered Fare journeys are covered by the Dorset Council's Fare Chart, which are displayed in the vehicle or on Dorset Council's website. All fares are subject to a price increase in line with the Dorset council licensing authority.

3. Prices are based upon a set starting and finishing point in our operational area in East Dorset. Therefore, location surcharges may apply if outside this operational area to cover such things as Tolls, Congestion charges, ULEZ Charges and for dead mileage outside of our normal operational area.

4. Prices are not normally subject to VAT as we act as an agent for the member drivers/vehicle owners. However, any payment coming directly to Colehill and Wimborne Radio Cabs Ltd will be charged VAT such as for account customers.

5. Fixed Prices and Long-Distance Charges are reviewed on a regular basis. Any changes to the Price List for CAH's will come into effect after 1 months' notice has been given.

6. Fixed price journeys are for single one-way trips and the price does not include deviations or stop offs, Vehicle type adjustment, waiting, school pickups etc, (This list is not exhaustive). Charges will be added for time and distance in the line with the standard Dorset Taxi Fare Chart. Please note the price one way may be different on a return journey due to the time or day and on occasion this is due to one-way road systems in place.

7. Surcharges will apply to Long Distance jobs on the following days and times (different tariffs apply to Metered Fares): - On all Bank & Public holidays, Christmas Eve & New Year's Eve, Pickups between 22:00pm to 06:59am (Unsociable Hours.) These set charges are a guide only and can be altered at our discretion subject to prior agreement.

8. In relation to Prepaid runs, if the customer wishes to prepay in advance for any of our services they may, however we reserve the right to withhold this option.

- a. Depending on the specific circumstances of the services required Colehill and Wimborne Radio Cabs Ltd may reserve the right to fulfil a booking unless prepayment has been arranged in advance of the journey.

9. A Deposit payment may be required on request to fulfil bookings at busy / Peak Seasonal times and Special event days: Such as Christmas eve, Christmas Day, Boxing Day, New year's eve, New year's day and at Special Event days such as Wimborne Folk Festival, Bournemouth Air Festival, Bournemouth 7s Festival and other similar events.

- a. A non-refundable deposit of up to 50% of the booking price may be required to confirm a booking depending on the nature of the booking, such as long-distance pick-up outside of our standard operational area or where there is a greater risk of the run resulting in a no show by the customer where driver(s) have gone a substantial distance for the pickup location.
- b. The pre-paid deposit will be knocked off the price of the full price of the journey.

#### 10. Cancellation Charges

- a. Prepaid Bookings. If you cancel your journey the following charges MAY APPLY, (i) More than 24 hours no charge, (ii) Less than 12 hours but not yet dispatched to a vehicle, no charge, (iii) Less than 12 hours AND vehicle enroute full fare is charged.
- b. Deposit Payments In the event that you cancel your journey the following charges MAY APPLY, (i) More than 24 hours no charge, (ii) Less than 12 hours but not yet dispatched to a vehicle, no charge, (iii) Less than 12 hours AND vehicle enroute full fare is charged.
- c. Cancellation Charges for Prepaid Bookings and Deposit Payments at Peak Seasonal times and Special event days: Such as Christmas eve, Christmas Day, Boxing day, New years eve, New years day and at Special Event days such as Wimborne Folk Festival, Bournemouth Air Festival, Bournemouth 7s Festival and other similar events. The following charges MAY APPLY, (i) More than 7 day's notice of the booked journey, no charge (ii) Less than 7 day's notice, but more than 24hours, half of the fare of the run will be charged (iii) Less than 24 hours notice, the full fare is charged.
- d. Any prior disbursements made by us on your behalf will be charged in addition to the above charges.

11. For refunds, where a deposit or prepayment has been taken will be refunded within 14 days in full as long as they meet the requirements set out in relation to clause 5.10.a, 5.10.b, 5.10.c, 5.10d

## **6. Payment Terms**

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

- a. By Cash to the driver (generally not relevant to CAF).
- b. By Debit or Credit Card (all major cards are taken) to the driver or the office for each individual trip or for payment of invoice
- c. By BACS or Bank Transfer, bank details on invoice.
- d. By means of Credit Account Facility.

## **7. Children and Vulnerable Person(s)**

1. Children under the age of 16 years must either be accompanied by an adult or guardian over 18 years of age. We may ask for this to be prepaid. In either case proof of age may be required.

- a. The behaviour of children is the sole responsibility of the parent(s)/carer(s) or guardian of the child. If any damages occur due to the behaviour of the child, the parent(s)/carer(s) or guardians of the child will be liable for the reasonable costs of damages.

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.

- a. If you are using your Child Seat(s), please be aware we may not always be able to store these for you. However, if we do store your child seat, a small cost per day, per child seat may be charged towards storage of the child seat(s).
- b. We accept no responsibility for any loss or damages for any child seats left in our care. If you do not agree with this, then you must take them away with you.
- c. 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 / Carer(s) unless written instruction from you states otherwise.

## **8. Luggage, personal belongings and Lost property**

1. The driver if able and within reason will load/unload your luggage (when deemed safe to). If for any reasonable reason the driver cannot load or unload your luggage then the responsibility for this will remain with the client.

2. It is your responsibility to ensure that items of Luggage and Personal belongings have not been left behind. Otherwise, additional charges may apply to recover.

3. We are not liable for any damage to personal items contained within luggage or damaged during travel or left in a vehicle. It is up to the customer to ensure that any valuable, unusual or any other items are covered by appropriate insurance and/or kept safe whilst on a booking. We are not responsible for any loss or damage to any such items.

4. We do not accept responsibility for any lost property left in vehicles but will endeavour to assist as fully as possible to return property back to its owner. We follow council rules and regulations which direct Drivers to search for misplaced property at the end of a journey and contact us to arrange return of any lost property back to its rightful owner.



- a. Lost property claimed by a customer will need to be identified with an accurate description of the item and the journey. We will arrange a suitable way with the customer for Items to be returned.
- b. If the lost property needs to be returned to the customer a fee may be charged based on our location to the preferred destination. If a lost property needs to be returned whilst still in the Driver's possession a fee may be charged on the Driver's current location and the preferred destination.
- c. Unclaimed items within a week with personal data will be handed to the police if we have been unable to find and or contact the customer. All other items will be given to a local charity. Perishable food, drink, smoking related products and medicine will be disposed of. Passports, driving licences and bank cards will be returned to the issuer within 24 hours of finding them.

## **9. Food and Soil Charges**

1. If you are likely to need a Toilet stop or a Food stop to eat during the journey, please inform us when booking so that time can be allowed for a stop(s) en-route.
2. If you would like food or drink in the car this is left to the discretion of the driver and you are responsible for any cleaning costs for any soiling caused by such activity.
3. 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.
4. We reserve the right to claim for loss of earnings due to Soling or Damage.

## **11. 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 we provide, such as details for bookings or contacting the customer for the purposes of the booking.
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.
3. Please see our Privacy policy as set out in our website.
4. Please note that calls may be recorded for mutual protection, training, compliance, and security purposes.
5. We reserve the right to store all information in line with 1976 Local Government Miscellaneous Provisions Act.

## **12. DISCLAIMER**

1. The services are provided "AS IS" and "AS AVAILABLE". Colehill and Wimborne Radio Cabs Ltd disclaims all representations and warranties, express or implied or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and noninfringement. In addition, Colehill and Wimborne Radio Cabs Ltd makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the services, or that the services will be uninterrupted or error free. You agree that the entire risk arising out of your use of the services, and any service or goods requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.

## **13. 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.

## **14. Limitation of liability**

1. Colehill and Wimborne Radio Cabs Ltd will not be liable for indirect, incidental, exemplary, special, punitive, or consequential damages, including personal injury, lost data, lost profits, or property damage related to, in connection with, or otherwise resulting from any use of the services, even if Colehill and Wimborne Radio Cabs Ltd has been advised of the possibility of such damages. Colehill and Wimborne Radio Cabs Ltd shall not be liable for any damages, liability or losses arising out of

- a. Your use of or reliance on the services
- b. Any transaction or relationship between you and any third-party provider, even if Colehill and Wimborne Radio Cabs Ltd has been advised of such damages. Colehill and Wimborne Radio Cabs Ltd shall not be liable for delay or failure in performance resulting from causes beyond Colehill and Wimborne Radio Cabs Ltd's reasonable control.

In no event shall Colehill and Wimborne Radio Cabs Ltd's total liability to you in connection with the services for all damages, losses and causes of action exceed the value of any journey or any service prepaid in connection with any claim.

2. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in supply, or supply by third parties of equipment or services (Force Majeure Event), and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

## **17. Resolution of Disputes and Governing Law**

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.

- a. Such complaints should be sent in writing to [CWRC888810@outlook.com](mailto:CWRC888810@outlook.com). This should explain the time and date of the incident with a description of what has occurred.
- b. All incidents reported this way shall be reviewed based upon our complaints policy.
- c. After your complaint has been received it will be handed to a member of upper management to investigate where we will consult with the complainant and analyse the findings from the investigation, implementing corrective measures and/or procedures to prevent recurrence.
- d. Compensation is only offered at the discretion of the company directors and only as a good will gesture. As we do not charge for standard bookings (unless expressly agreed for special circumstances such as prepayments or deposits as mentioned in section 5 of our T&Cs) for our Booking Services there is no right to a refund.

2. Any dispute, claim or matter of difference arising out of or relating to the Booking Services or Booking Service Terms is subject to the exclusive jurisdiction of the courts of England and Wales

## **18. 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.

- a. Changes to these T&C's will be published on our website as soon as practicably possible.
- b. 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.
- c. 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 if reasonably done so with good reason.

3. All our vehicles and drivers comply to current Local and National legislation.

4. 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, without any inappropriate behaviour. If not, this could result in the journey being aborted or cancelled.