

Terms and Conditions

1. Contractual terms and conditions

1.1 This Account Contract, once signed by the person or company first named (the 'Customer') and sent to Street Cars Accounts Limited ('StreetCars') is an offer by Customer to enter into a contract with StreetCars for the provision of its services on an account basis. An account will be opened only upon issue by StreetCars to the Customer of written confirmation that the Account Contract has been signed, received and accepted. **1.2** StreetCars reserve the right in its absolute discretion, and without giving reasons, to reject this application and to decline to enter into a contract. **1.3** An Account Contract should be signed by the Customer only after agreeing to the terms and conditions contained in this form. The Account Contract shall be personal to both parties and absolutely non-assignable. **1.4** The Customer is responsible for notifying StreetCars of any change in the particulars stated in the Account Contract i.e. contact details. Alterations take effect on the date shown in a confirmation notice issued by StreetCars to the Customer on receipt of any changes.

2. Bookings

2.1 Unless agreed otherwise, no bookings will be accepted by StreetCars unless the Customer's agreed Account Name and Password and/or Authorised Booker Name is quoted. StreetCars are entitled to assume that any person who correctly quotes the Account Name and Password and/or Authorised Booker Name has authority to make the booking on behalf of the Customer. The Customer is solely responsible for safeguarding the confidentiality of such information and shall be liable for the cost of all bookings made by any such person whether or not in fact authorised by it. Should the customer request to waive the requirement for a Password and/or Authorised Booker Name this clause will apply as if a Password and/or Authorised Booker Name had been requested and given accordingly. **2.2** StreetCars may in its absolute discretion without liability and without giving reasons refuse to accept any booking. **2.3** All accepted bookings are confirmed at the time of the booking. The Customer 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 Customer or passenger(s), the Customer may also be liable for the cancellation charges detailed in 3.4. The liability of StreetCars in the event of cancellation is set out at 4.4.

3. Charges

Charges will be made on the basis of the current Tariff Card. The selected tariff is dictated by requested vehicle type. Items and bases of charging include:

3.1 A minimum fixed charge for the first 0.8 mile and then a set charge per mile and waiting time incurred thereafter. **3.2** A charge for waiting time over a set threshold will be applicable. On standard pick-ups 10minutes grace will be given, any additional waiting time will be charged at the current rate. Airport meet & greet pick-ups will have a 30minute grace period, any additional waiting time will be charged at the current rate. **3.3** Hourly or daily hire is priced on a case by case basis in relation to the distance a vehicle is expected to travel within that time. **3.4** In the event of a cancellation made within the dispatch time of a booking whereby a vehicle has travelled between 0-3miles from M1, the Customer will be charged £5.00. In the event that the vehicle has travelled beyond 3miles, the Customer will be charged the estimated journey cost, at the current rate, in full. **3.5** In the event of a vehicle being soiled by a passenger, the current 'soiling charge' will be applied. **3.6** An administration charge may be charged to your account. This will be included in your Account Contract. **3.7** VAT is applicable to your journey prices. VAT will be applicable on any administration fee charged to your account. We will advise you in writing before making any change to your prices. For reasons of competitive

sensitivity we are not able to publish our prices. Should you require information about your prices at any time or a copy of our Tariff Card, please contact your Account Manager who will reply to your request.

4. Extent of StreetCars' Liability

4.1 Any quoted pick up or journey times are best estimates only and whilst StreetCars uses all reasonable efforts to transfer passenger(s) to their destinations in the shortest possible time, StreetCars shall have no liability if a pick up (pre-booked or ad-hoc) or journey time exceeds any estimate given or otherwise exceeds the Customer's or the passenger(s)' expectations for whatever reason nor shall StreetCars have any other liability to the Customer or the passenger(s) in connection with the time at which the passenger(s) reach or fail to reach the destination.

4.2 StreetCars, under any circumstances, accept no liability for any damage, loss, costs claims or expenses (whether foreseeable or not) incurred or suffered by the Customer or the passenger(s) (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. **4.3** It shall be for the Customer and/or the passenger(s) to ensure that valuable, unusual or any other items are covered by appropriate insurance. StreetCars cannot entertain any claim for loss of or damage to any such items. **4.4** If StreetCars cancels a booking it shall have no liability to the Customer or intended passenger(s) if it has used reasonable endeavours to fulfil the booking and to notify the Customer of the cancellation. In such an event, StreetCars may, with the Customer's consent, arrange for an alternative car service provider to fulfil the booking on its behalf. **4.5** Any claim or complaint shall be notified by the Customer to StreetCars within 20 days of the date of the invoice containing the relevant booking.

5. Payment

5.1 Unless agreed otherwise, invoices are issued at the beginning of each month, via email, to the address and relevant person indicated on the Account Contract. Each invoice only covers bookings up to the date stated on it. **5.2** It is the Customer's responsibility to ensure any required Purchase Orders are raised and supplied to StreetCars Manchester in a timely manner that avoids any delay. StreetCars Manchester does not accept any responsibility for procuring Purchase Orders. StreetCars Manchester maintains that full responsibility for supplying valid Purchase Orders is on the customer alone. **5.3** StreetCars maintains direct debit as the preferred method of payment. A direct debit mandate request will be sent to all customers via E-Mail. Payment will be taken in accordance with the Direct Debit Agreement (SC_IMS_Forms-606-DirectDebitInstructions/Direct Debit mandate request sent via E-Mail) on or around the 14th of the month. **5.4** StreetCars reserves the right to request direct debit payments from all customers. **5.5** For those customers with agreements other than Direct Debit, settlement in full is due 14 days from the invoice date. **5.6** StreetCars reserve the right to charge a late settlement fee of 5% of the invoice amount should payment have not been made in accordance with the terms of your account. **5.6** StreetCars reserve the right to suspend an account from further use if an invoice is 90days overdue. **5.7** The Customer shall pay to StreetCars 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 payment and the minimum charge in this respect shall be £10.

6. Termination of Account

6.1 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 StreetCars without notice at any time if any amount is due and unpaid by the Customer as stated in 5.3. **6.2** Upon termination of the account for whatever reasons all sums payable to or chargeable by StreetCars, or otherwise appearing on the Customer's account, shall become



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immediately due and payable in full if not already due and payable.

7. Alteration to these Terms & Conditions

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

8. Applicable Law

The laws of England and Wales apply.