

Conditions of business for WestOne Passenger Cars Ltd trading as WestOne

1. Definitions

"Booking" means a booking for the carriage of a passenger in the Carrier's vehicle placed by a Customer with the Carrier by telephone, by facsimile, by email or OnLine via the Website.
 "Carrier" means WestOne Passenger Cars Limited trading as WestOne Cars.
 "Customer" means the person who contracts for the services of the Carrier.
 "Conditions" means these conditions of carriage, which shall apply to the contract of carriage between the Customer and the Carrier.
 "Website" means the Carrier's Website located at www.westonecars.co.uk

2. General

- 2.1 The Carrier is not a common carrier and accepts at its sole discretion the carriage of passengers subject only to these Conditions. These Conditions shall apply to the exclusion of any other terms and conditions (including those of the Customer) unless agreed in writing by a Director of the Carrier, subject always to Clause 6.1, no employee, agent or sub-contractor of the Carrier is authorised to alter or vary these Conditions.
 2.2 The Customer acknowledges and agrees that the Conditions excluding or restricting any liability of the Carrier are reasonable having regard to the existence of alternatives and other carriers available to it.
 2.3 The Carrier reserves the right to withdraw the Website and OnLine booking without prior notice and also to refuse to accept and/or perform any orders placed thereon.
 2.4 The Customer warrants that it has full power and authority to enter into and perform its obligations under these Conditions.

3. Booking

- 3.1 Each Booking by the Customer to the Carrier shall be submitted by the Customer to the Carrier by telephone, email, facsimile or OnLine by the Website.
 3.2 The Carrier shall provide the Customer with a quotation for the carriage of passengers and such quotation shall be valid for a period of 7 days or such other period as the Carrier may specify. All Bookings are subject to acceptance by the Carrier and the Carrier reserves the right to refuse to accept any Bookings. All Bookings are subject to the terms and conditions of these Conditions, shall be deemed to be a separate and independent contract and the Carrier reserves the right to amend any Booking at any time upon notice to the Customer. The Customer shall at all times provide such information, document or declaration as may be necessary to enable the carriage of the passenger.
 3.3 The charges payable by the Customer for the carriage of passengers shall be specified in the quotation given by the Carrier at the time of Booking. Any subsequent variation to the collection address, the route to the destination address and/or the destination address by the Customer and/or passenger may result in additional charges being imposed by the Carrier (and the Customer shall pay such additional charges).
 3.4 Additional charges may be imposed by the Carrier, and the Customer shall pay such charges, if the Carrier is prevented from performing its obligations under these Conditions except to the extent that the Carrier's failure to perform is caused by a force majeure event as specified in clause 10.4.
 3.5 Unless agreed otherwise in writing by the Carrier, all quotations for the Carrier's charges are calculated with reference to the distance between the collection address of the passenger and the destination address of the passenger. Any variation to the collection address, the route to the destination address and/or the destination address by the Customer and/or passenger may result in additional charges being imposed by the Carrier (and the Customer shall pay such additional charges).
 3.6 Unless otherwise agreed in writing by the Carrier, any ancillary charges including, but not limited to, any admission, parking and/or waiting time charges, meals and/or accommodation are not included in the price quoted for any contract arising from a Booking. Further details of the Carrier's charges are available upon request.
 3.7 All Dangerous Goods (as defined by the Carriage of Dangerous Goods by Road Regulations 1996 (as amended, re-enacted or extended from time to time)) must be disclosed by the Customer and the passenger in advance and, unless agreed otherwise, the Carrier will not accept or carry such Dangerous Goods. Where the Carrier accepts Dangerous Goods for carriage they must be classified, packaged and labelled in accordance with any applicable statutory regulation for the carriage of such goods and in accordance with any specific instructions of the Carrier. The Carrier reserves the right to impose additional charges (and the Customer shall pay such charges) if the Carrier agrees to carry such Dangerous Goods.
 3.8 The Customer shall ensure that any and all luggage and/or parcels carried by a passenger are secure, properly packed and labelled in accordance with good practice and any applicable statutory requirements and is fit and safe to be carried. All luggage and/or parcels are carried at the passenger's own risk and the Carrier shall have no liability whatsoever for any loss of or damage to such luggage and/or parcels.

4. Carriage of Passengers

- 4.1 The Carrier will use all reasonable efforts to collect and deliver the passenger within the time specified for collection and/or delivery but unless otherwise agreed these are estimates only and time is not of the essence.
 4.2 Unless the Carrier has otherwise agreed in writing with the Customer, the Carrier shall not be required to provide any labour or special equipment for the boarding or alighting of passengers. The Customer warrants that it will provide or procure any special equipment required for boarding or alighting passengers and shall indemnify and hold the Carrier harmless for any loss or damage suffered or incurred by the Carrier as a result of or in connection with such special equipment. The Carrier shall deliver the passengers to the destination address in question according to such route as the Carrier in its absolute discretion thinks fit.
 4.3 Where the Carrier agrees to provide the Customer with a driver and a vehicle for the passenger for a specified number of hours (such agreement to be in advance in writing), the Carrier shall perform its obligations for such carriage strictly in compliance with any and all rules, regulations or laws governing drivers' hours and rest periods. The Carrier reserves the right to alter, suspend or terminate its performance under any such contract to ensure its compliance with such rules, regulations or laws.
 4.4 No animals, save for guide dogs, may be carried without the prior written agreement of the Carrier.
 4.5 The Carrier shall not be liable for any damage to or loss of any property left in a vehicle by a passenger. All articles of lost property recovered from a vehicle will be held by the Carrier at the depot at which the vehicle is based. The Carrier shall use its reasonable endeavours to notify the Customer of any articles of lost property and unless such articles are collected within 7 days (or such other time as the Carrier may nominate) of notice being given, title to the article shall transfer to the Carrier and the Carrier may destroy or sell the article as if it were the absolute owner.
 4.6 The Carrier shall use its reasonable endeavours to obtain a reasonable price for any articles of lost property and shall apply the proceeds of sale to the payment of all its proper expenses and charges suffered or incurred in relation to the carriage, storage, sale or disposal of such articles. Any proceeds left over shall be paid to the Customer upon which the Carrier shall be discharged from all liability in respect of the articles of lost property.
 4.7 The Carrier is responsible for the safety of the vehicle and any passenger who travels within it. Any passenger whose conduct the Carrier reasonably believes to be threatening, abusive, dangerous or in breach of any statutory regulation or otherwise may be removed from a vehicle or prevented from boarding that vehicle and the Carrier shall have no liability to the Customer and/or the passenger whatsoever in respect of such removal or prevention of the passenger from boarding. For the avoidance of doubt, the Customer shall remain liable for the Carrier's charges in full for the carriage of the passenger even if the passenger is removed from or prevented from boarding the vehicle.

5. Cancellation

In the event of cancellation of any Booking by the Customer within 30 minutes prior to collection of the passenger from inner London postcodes (EC1-4, WC1-2, W1, SW1, SE1) and within 60 minutes prior to collection of the passenger from any other destination, the Customer shall be liable to the Carrier for the Carrier's charges in full for the carriage of the passenger.

6. Carrier's Charges

- 6.1 The Customer shall pay the Carrier's charges in accordance with these Conditions. The charges payable in respect of the carriage of any passenger shall be specified by the Carrier to the Customer at the time of Booking. Payment terms are 14 days from date of invoice and any variation to these terms are to be agreed in writing by an authorised employee of the Carrier. Payment terms may be extended to 28 days from date of invoice for a Customer who has signed the necessary consent forms to authorise its bank to make payment by direct debit.
 6.2 The Carrier's charges shall be based on its tariff in effect at the time of the performance of the contract and unless payment is made by credit card, invoice(s) shall be rendered by the Carrier to the Customer at least once a month. Credit facilities granted to the Customer may be withdrawn at the Carrier's absolute discretion at any time and any balance outstanding shall become due immediately on demand.
 6.3 If at the time of Booking the Customer pays for the carriage of passengers by credit card, the amount quoted by the Carrier at the time of Booking will be charged to the Customer's credit card wherever reasonably practicable within 24 hours (or such other period as the Carrier may reasonably determine) of the Carrier's acceptance of the Booking. In the event that any additional charges are incurred by the Carrier pursuant to clause 3.4 above, the Customer hereby authorises the Carrier to charge such additional charges to the Customer's credit card wherever reasonably practicable within 24 hours (or such other period as the Carrier may reasonably determine) of the Carrier incurring such charges. The Carrier shall be entitled to charge interest (both before and after judgment) on the amount unpaid at the rate of 4% above the base rate of Barclays Bank plc from time to time until payment is made in full. When payment is made by the due date, the Customer shall indemnify the Carrier for any costs and/or expenses suffered and/or incurred by the Carrier in recovering the sum due, including reasonable legal fees and costs of collection.
 6.5 Any queries in respect of an invoice must be made in writing within 7 days of the date of the invoice otherwise it will be deemed to have been accepted and will be payable in full.
 6.6 All charges quoted are exclusive of value added tax and all other duties or taxes which may become due or payable from time to time and shall be added to invoices at the rate applicable at the date of invoice.

7. Website

- 7.1 The information provided on the Website has not been written to meet specific customer requirements and it is the sole responsibility of the Customer to satisfy itself that the service ordered will be suitable for its requirements.
 7.2 Whilst the Carrier makes all reasonable attempts to exclude viruses from the Website, it cannot ensure that the Website will be virus free.
 7.3 The Website is intended for use by customers of the Carrier and only in respect of their activities within the United Kingdom.

8. Severance

If any provision of these Conditions is held by any court or competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder of these Conditions and of such provision shall continue in full force and effect.

9. Miscellaneous

- 9.1 A person who is not a party to the contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
 9.2 The Carrier undertakes to comply with any and all provisions of the Data Protection Act 1998 as applicable.
 9.3 During the continuance of the business relationship with the Carrier, and for a period of 6 months immediately following the last Booking placed by the Customer, the Customer shall not, directly or indirectly, solicit or offer employment or any other form of contract for services to any of the drivers or employees of the Carrier who were directly involved in the performance of a contract of carriage during the 6 months immediately preceding the last Booking placed by the Customer.
 9.4 The payment terms and charges paid to the Carrier are confidential, and the Customer shall take all reasonable steps to ensure that such terms remain confidential. The Customer may not disclose the terms or make any public announcement about the relationship the parties have entered into without the prior written agreement of the Carrier, save for any disclosure required by law.
 9.5 Any notice or other communication to be given under or in connection with these Conditions shall be given in writing and sent by first-class post, email or facsimile to the registered address of each party, or such other address as either party may substitute by written notice to the other. A notice shall be deemed delivered within two working days of posting, in the case of first-class post; 24 hours after sending an email; and on completion of the transmission in the transmission report, in the case of facsimile.
 9.6 The Carrier shall be entitled to subcontract in whole or in part the performance of any or all of its obligations under these Conditions.
 9.7 The waiver of either party of any breach of these Conditions will not prevent the subsequent enforcement of that term and will not deem a waiver of any subsequent breach.
 9.8 This contract constitutes the entire agreement between the parties and supersedes all prior agreements, representations and understandings relating to the subject matter of the contract. Nothing in these Conditions shall limit either party's liability in respect of fraudulent misrepresentation.
 9.9 These Conditions shall be subject to and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English court.
 10. Limitation of Liability
 10.1 Notwithstanding any other clause of these Conditions, neither party excludes or limits liability for personal injury or death arising from the negligence or willful default of either party, its servants, agents or sub-contractors; or for fraudulent misrepresentation.
 10.2 The Carrier shall not be liable to the Customer, whether in contract, tort or by statute, or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage suffered by the Customer howsoever caused, including, without limitation:
 10.2.1 loss of anticipated savings; and/or
 10.2.2 loss of business and/or goods; and/or
 10.2.3 loss of goodwill; and/or
 10.2.4 loss of use; and/or
 10.2.5 loss of data or other information; and/or
 10.2.6 loss relating to the procurement by the Customer of any substitution of goods or services.
 For the avoidance of doubt, the types of loss and/or damage specified in clauses 10.2.1 to 10.2.6 above shall not constitute direct loss for the purpose of these Conditions.
 10.3 Except as expressly provided in these Conditions, the total liability of the Carrier in respect of any contract arising from a Booking shall be the greater of fifty pounds sterling (£50) or the charges paid or payable by the Customer for such contract.
 10.4 The Carrier shall not be held responsible for any event beyond the reasonable control of the Carrier, which prevents it from performing its obligations under the relevant contract including, but not limited to:
 10.4.1 acts, omissions or misrepresentations by the Customer, passenger or independent contractor; and/or
 10.4.2 any unforeseen circumstances or causes beyond the Carrier's reasonable control, including but not limited to, act of God, war, riot, malicious damage, compliance with any law or government emergency procedure, accident, fire, flood, storm or industrial dispute.

11. Indemnity to the Carrier

- The Customer shall indemnify the Carrier against:
 11.1 all losses suffered by the Carrier including, but not limited to, claims, demands, proceedings, fines, penalties, costs, expenses and loss of or damage to the carrying vehicle as a result of or in connection with any breach by the Customer and/or passenger of these Conditions and/or for any fraud, error, omission, or misrepresentation by the Customer and/or passenger; and
 11.2 all claims and demands made against the Carrier by any third party in excess of the liability of the Carrier under these Conditions.