

Climate Cars Limited

Terms and Conditions

1. Definitions and interpretation

1.1 Definitions

In these terms:

“**Application Form**” means the completed application form (in the form notified to the Customer by Climate Cars Limited) from a Customer to Climate Cars Limited;

“**Contract**” means an agreement for the sale or supply of services by Climate Cars Limited to the Customer;

“**Customer**” means a person with whom Climate Cars Limited has made or wishes to make an agreement for the supply of services;

“**Price List**” means the price shown in the lists, catalogues or other publications published in paper or electronic form by Climate Cars Limited or on any web page of Climate Cars Limited;

“**Terms**” means these terms and conditions and any additional terms and conditions identified on the Climate Cars Limited website as applying from time to time.

2. General

2.1 This Application Form as sent to Climate Cars Limited, whether in hard copy or online through the website www.climatecars.com is an offer by the Customer to enter into a contract with Climate Cars Limited for the provision of its services (the supply of private hire cars) on an account basis.

2.2 Every Contract shall, unless otherwise expressly agreed in writing between the Customer and Climate Cars Limited, incorporate these Terms.

2.3 A Contract is made when the Customer accepts these Terms. Acceptance may be given in writing or by conduct. No terms endorsed upon, delivered with or contained in the Customer’s purchase order, confirmation of order or other document nor any other variation of these Terms shall form part of a Contract unless expressly agreed in writing by Climate Cars Limited.

2.4 All quotations and tenders by Climate Cars Limited (which are valid only for the period stated or, if no period is stated, for 30 days after their date of issue) are indicative only and do not constitute an offer capable of acceptance so as to give rise to a binding contract. Climate Cars Limited may vary the specifications and details of the services in Climate Cars Limited’s catalogues, web sites and brochures from time to time.

3. Bookings

3.1 No bookings will be accepted by Climate Cars Limited unless the Customer’s PIN (Personal Identification Number supplied on opening of an account) or the answer to its security question (determined on opening of an account) is quoted. Climate Cars Limited is entitled to assume that any person who correctly quotes the Customer’s name and PIN/answer to its security question 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.

3.2 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 dispatched until the Customer is dropped at its destination or sooner cancellation. In the event of cancellation by the Customer or passenger(s), the Customer is also liable for the cancellation charges detailed in the Price List. The liability of Climate Cars Limited in the event of cancellation by it is set out at clause 7.

3.3 At the time of booking, the Customer will, subject to clause 5.5, agree with Climate Cars Limited its preferred method of settling the invoice, provided that it is one of the following methods: on account, by cash or by credit/debit card.

3.4 Climate Cars Limited may in its absolute discretion, without liability and without giving reasons refuse to accept any booking.

4. Charges

4.1 Charges will be made on the basis of the Price List applicable at the time of making the Contract. The rate of each charge shall be fixed and revised by Climate Cars Limited from time to time entirely at its discretion. Upon any change in charges the Customer will be sent a copy of the revised Price List indicating the date on which the new charges take effect or referred to the Climate Cars Limited website for details.

4.2 Items and bases of charging include:

- (a) a minimum fixed charge for every hiring and a further charge for every mile of travel;
- (b) a charge for waiting time, parking or other time;
- (c) an administration charge of 5% if the invoice is paid by direct debit and of 7.5% if the invoice is paid by another method stipulated in clause 3.3; plus
- (d) VAT as appropriate.

4.3 These and other charges are as set out in the Price List.

4.4 Unless otherwise stated by Climate Cars Limited in writing, prices quoted by Climate Cars Limited or included in a Contract do not include Value Added Tax, which shall be paid by the Customer at the time when payment of the invoice is due. Value Added Tax shall always be payable on cash fares.

4.5 The Customer shall also reimburse Climate Cars Limited for any damage caused to any vehicle by a Customer including any costs of cleaning any vehicle arising as a result of any action by the Customer.

5. Payment

5.1 At the time of opening the Customer's account with Climate Cars Limited, Climate Cars Limited will set a limit on the total amount which may be outstanding as unpaid on such account at any one time. Climate Cars Limited may in its discretion suspend the account if the Customer has not paid its invoice in accordance with clauses 5.3, 5.4 and 5.5 below or if it exceeds its credit limit.

5.2 Invoices are issued monthly to the address and relevant person indicated on the Application Form, or when the credit limit is exceeded, whichever occurs sooner. It is the Customer's sole responsibility not to exceed its credit limit. The Customer may renegotiate the credit limit with Climate Cars Limited if it deems it necessary.

5.3 Settlement in full is due within 14 days from the invoice date.

5.4 If any amount is not paid by the Customer when due, Climate Cars Limited reserves the right to charge interest on unpaid invoices at the base rate of HSBC Plc plus 5% accruing on a daily basis and compounded on a monthly basis from the due date until full settlement.

5.5 Invoices for all personal accounts must be settled by direct debit. Payments will be collected no earlier than 14 days after the invoice is issued.

5.6 Time for payment is of the essence. A failure by the Customer to make payment when due of any amount owing to Climate Cars Limited under a Contract will entitle Climate Cars Limited:

- (a) to treat the Contract as repudiated; and
- (b) to be indemnified by the Customer for any resulting loss.

5.7 Queries must be notified in writing to Climate Cars Limited within 14 days of the invoice date after which date the Customer shall not be entitled to dispute the amount shown save for manifest or gross error.

5.8 The Customer shall pay to Climate Cars Limited 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. Rights and powers of Climate Cars Limited

- 6.1 Climate Cars Limited reserves the right to alter or vary these Terms in any respect at its absolute discretion upon giving reasonable notice to the Customer.
- 6.2 Without prejudice to clause 8, Climate Cars Limited reserves the right at any time, on notice to the Customer, to suspend the provision of the services to the Customer temporarily wholly or in part.

7. Extent of Climate Cars Limited's liability

- 7.1 Any quoted pick up or journey times are best estimates only and whilst Climate Cars Limited uses all reasonable efforts to arrive at the pick up point on time and to transport passenger(s) to their destinations in the shortest possible time, Climate Cars Limited shall have no liability if a pick up or journey time exceeds any estimate given nor shall Climate Cars Limited have any other liability to the Customer or passenger(s) in connection with the time at which the passenger(s) reaches or fails to reach the destination.
- 7.2 Climate Cars Limited shall have 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 outside of the reasonable control of Climate Cars Limited.
- 7.3 If Climate Cars Limited 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, Climate Cars Limited may, with the Customer's consent, arrange for an alternative car service provider to fulfil the booking on its behalf.
- 7.4 It shall be for the Customer and/or the passenger(s) to ensure that valuable, unusual or any other items are covered by appropriate insurances. Climate Cars Limited cannot entertain any claim for loss of or damage to any such items.
- 7.5 Any claim or complaint shall be notified by the Customer to Climate Cars Limited within 28 days of the date of the relevant booking.

8. Termination

- 8.1 This Contract may be suspended or terminated as follows:
- (a) by either party giving the other 7 days' written notice.
 - (b) immediately by Climate Cars Limited (without prejudice to any other rights or remedies) if the Customer:
 - (i) fails to pay when due any sums payable;
 - (ii) commits any act of bankruptcy or a meeting of creditors is held or an arrangement or composition for the benefit of the creditors is proposed in relation to the Customer or an administrator is appointed or a petition is presented or resolution passed for the winding up, bankruptcy or dissolution of the Customer; or
 - (iii) fails to perform when due to be performed any obligation (including a payment obligation) under the Contract (or under any other contract with Climate Cars Limited).
- 8.2 Upon termination of the account for whatever reason, all sums payable to Climate Cars Limited shall become immediately due and payable in full.

9. Miscellaneous

- 9.1 The governing law of all Contracts shall be that of England and Wales.
- 9.2 The courts of England and Wales shall have exclusive jurisdiction to settle any claim, dispute or issue which may arise out of or in connection with any Contract. The Customer irrevocably submits to that jurisdiction and waives any objection to it, on the ground of inconvenient forum or otherwise.

- 9.3 No delay, neglect or forbearance on the part of Climate Cars Limited in enforcing any term or condition of any Contract shall constitute a waiver of or otherwise affect any right of Climate Cars Limited under the Contract.
- 9.4 The Customer shall not be entitled to assign any of its rights under any Contract. Climate Cars Limited shall be entitled to sub-contract any of its obligations and to assign any of its rights under any Contract but shall remain liable for its performance.
- 9.5 No term of any Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Contract.