

T.O.A. Taxis Credit Account Terms and Conditions

(1) General

- (a) This completed form sent to T.O.A. Taxis (Radio System) Ltd is a request from the business/person detailed in section (a) overleaf for the provision of credit account facilities.
- (b) This signed form is permission where applicable for T.O.A. to seek particulars from the Banker's Business references named in section (e) and (f) overleaf.
- (c) T.O.A. Taxis reserves the right at its own discretion and without giving reasons to reject this application and decline to enter into a contract.
- (d) The client shall notify T.O.A. Taxis in writing of ANY change in the particulars shown overleaf. Amendments take effect from the date shown on a confirmation notice issued by T.O.A. Taxis.

(2) Bookings

- (a) No credit bookings will be accepted by T.O.A. Taxis unless the correct authority details are quoted by the person ordering the taxi. T.O.A. Taxis are entitled to assume that any person quoting the correct authority details are authorised to make bookings on behalf of the client. The client is solely responsible for safeguarding their authorisation codes and shall be liable for the cost of all bookings by any such person whether or not in fact authorised to do so.
- (b) T.O.A. Taxis may in its absolute discretion without liability and without reasons refuse to accept any booking.
- (c) In the event of cancellation by the client or passengers, the client is liable for all costs incurred from the time when a taxicab is assigned to the booking until cancellation.
- (d) Telephone calls may be monitored or recorded for training or quality purposes.

(3) Charges

Charges will be made on the basis set below.

- (a) Minimum charge for every hiring.
- (b) Charges per mile are as laid out in the current T.O.A. schedule of charges. Charges are made from the pick-up to drop-off points only unless previously agreed with the client.
- (c) Waiting time is charged at the current rate per hour or part of.
- (d) An administration charge is levied on the total of all other charges as set out in the Schedule of Charges.
- (e) VAT at the current rate will be charged as appropriate.
- (f) The Schedule of Charges for credit hiring shall be fixed and revised from time to time by T.O.A. Taxis. A copy of the current charges is available on application.

(4) Extent of T.O.A. Taxis Liability

- (a) Quoted pick-up of journey times are at best estimates only. Whilst every reasonable effort is made to convey passengers to their destinations in the shortest possible time, T.O.A. Taxis shall have no liability if a journey time or pick-up exceeds an estimate given or the client's expectations. T.O.A. Taxis shall have no liability to the client or passengers in connection with the time at which passengers reach or fail to reach their destination.
- (b) It is the responsibility of the client or passengers to ensure that valuable or unusual items are covered by the appropriate insurance.

- (c) If T.O.A. Taxis cancels a booking it shall have no liability to the client or intended passengers if it has used all reasonable endeavours to fulfil the booking and to notify the client of the cancellation.

(5) Hackney Carriage Office

T.O.A. Taxis may take any steps and implement any variations to these terms and conditions in order to comply with the requirements of the Hackney Carriage Office or other laws, regulations and codes of practice applicable to the company and its services.

(6) Accounts and Payments

- (a) Accounts are issued monthly (or more frequently by arrangement) to the address and person indicated in section (h) on the application form.
- (b) Settlement is due 30 days from the date of the invoice. Payment may only be made by BACS, cheque or credit card (a 3% surcharge will be applied to credit card payments).
- (c) The client shall pay T.O.A. Taxis any reasonable expenses together with all legal and court costs incurred in the collection of any amount overdue.
- (d) Queries must be notified to T.O.A. Taxis within 14 days of receipt of the account.
- (e) Failure to settle your invoice within 30 days will incur a 5% interest on the balance due.

(7) Termination of Account

- (a) The account is terminable by either party in writing on seven days written notice, at any time without reason being given. It may also be terminated or suspended with immediate effect without notice by T.O.A. Taxis if any invoice is overdue and unpaid.
- (b) Upon termination of the account for whatever reason all sums payable to or chargeable by T.O.A. Taxis shall become due immediately and payable in full.

(8) Alteration to these Terms and Conditions

T.O.A. Taxis reserves the right to amend or vary these terms and conditions in any respect at its absolute discretion upon notifying the client of the relevant alterations and the date on which the changes take effect.

(9) Applicable Law

The Law of England applies.