

Computer Cab plc



Terms and Conditions

Corporate Account

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 www.computercab.co.uk

CUSTOMER COPY
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TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 The Terms and Conditions governing the provision of Radio Taxi booking and/or account services provided by Computer Cab plc or its subsidiaries with the exclusion of any other oral or written statement or agreement whatever its legal character.
- 1.2 In this contract:-
 - a. "The Company" means Computer Cab plc or its subsidiaries.
 - b. "Service" means the provision of the services referred to in clause 1.1 above and further contained herein.
 - c. "Charges" means the total charges as set out in clause 2 hereof.
 - d. "The Customer" means a company or individual who completes an application with the Company for the service.
 - e. "Invoice" means an invoice for the total of the charges delivered by the Company to the Customer.
 - f. "Net Invoice Balance" means the total of the charges for the relevant period including administration charges but excluding VAT.
 - g. "Journey" means a journey undertaken by a Taxi for or on behalf of a Customer of the Company or any other Company within the authorised Cabcharge Network.
 - h. "Authorised Cabcharge Network" means those companies authorised to carry on business and accept bookings by means of the Cabcharge Card.
 - i. "The Cabcharge Card" means the booking card issued by and on behalf of the Company the use of which is governed and controlled by these terms and conditions.

2. CHARGES

- The Customer agrees to pay to the Company:-
- 2.1 For all journeys undertaken by a Driver of a Taxi provided by the Company:-

The metered fare applicable at the time of each relevant journey or the rate as may otherwise be agreed with the Company in writing plus all other agreed charges including administration charges.
 - 2.2 For all journeys undertaken by a Driver of a Taxi provided by taxi companies in other cities within the authorised Cabcharge Network ("Network Company") :-
 - a. The metered fare or otherwise appropriate charge for the journey applicable at the time of each relevant journey or as may be previously published by the Network Company plus any local booking charge of the Network Company.
PLUS
 - b. A service charge of 10% or a minimum charge of £1.80 on all journeys undertaken within the national boundaries of the Company.
or
 - c. A service charge of 17.5% or a minimum charge of £2.80 on all journeys undertaken outside the national boundaries of the Company.
 - 2.3 The Customer hereby authorises the Company to pay to the Network Company these charges on the Customer's behalf and the Customer will fully and effectually indemnify the Company in respect of such payments.
 - 2.4 For all journeys undertaken by a driver on behalf of the Company and any other Network Company in addition to those contained in the preceding clauses:-

- a. All local or other taxes (including Value Added Tax) at the rate determined by the Company or the appropriate tax authorities.
- 2.5 The Customer hereby acknowledges that when booking a taxi by using a Cabcharge Card they agree to pay to the Company the charges provided herein on receipt of the Invoice from the Company.

3. THE RIGHTS AND POWERS OF THE COMPANY

- 3.1 The Company reserves the right to:-
 - a. Alter any account number or security code number or the Invoice limit at any time and notify the Customer of such changes.
 - b. Change the rules or instructions concerning the use of any part of the Service from time to time and to notify the Customer accordingly.
 - c. Temporarily suspend the Service to the Customer wholly or in part in the interest of the security or quality of Service or in the interest of other Customers or if the Invoice limit is exceeded.
 - d. Suspend or temporarily suspend the Service in the event of communication failure.
 - e. Decline the Service unless the Company is at its own discretion satisfied that the proper security procedures have been followed and shall not be liable in any way for refusing the Service under these circumstances.
 - f. Decline to renew Cabcharge Cards or replace lost Cards if the Company should think it necessary or desirable.
 - g. Demand the return of the Card or any other material provided to the Customer or arising out of this Service and the Customer will, on receipt of such demand, return such items without delay and at their own cost.
 - 3.2 The use of the word 'Cabcharge' and any printed material or design are copyright to the Company or its subsidiaries and the ownership of such material shall remain with the Company or its subsidiaries.
- ## 4. CABCHARGE ACCOUNT
- 4.1 The Customer shall:-
 - a. Take all reasonable measures to ensure the proper use of the Cabcharge Card and the authority for its use and ensure that any third party takes the like measures and complies with the conditions in this paragraph and will cease to use the Service promptly after the relevant Cabcharge Card and authority numbers cease to be valid.
 - b. Not to permit any person other than a proper or duly authorised party to use the Service.
 - 4.2 The Customer shall immediately notify the Company on becoming aware that:-
 - a. The Cabcharge Card has been lost or stolen
 - b. The Cabcharge authority numbers have been irregularly disclosed
 - c. Any previously authorised person using the Cabcharge Card has had his or her authority terminated
 - d. In the event of any of the above taking place to take all practical steps to ensure that any authorised person duly notifies the Company immediately.
 - 4.3 Validity
The Cabcharge Card shall cease to be valid:-
 - a. On the expiry date shown on the Cabcharge Card; or

- b. On the day in which the Service shall be terminated by the Company; or
- c. When the Company is notified by the Customer of circumstances defined in paragraph 4.2 above.
- 4.4 **Liability for Charges**
The Customer shall pay to the Company all applicable charges notwithstanding that some of the charges may relate to an unauthorised use of any part of the Service howsoever arising unless the Company has received notice in writing by the Customer of any of the circumstances as described in paragraph 4.2.
5. **PAYMENT OF INVOICES**
Subject to any other written agreement between the parties hereto:
- 5.1 Invoices will be delivered monthly.
- 5.2 The Customer agrees to pay in full within 21 days of the date the total of such invoices.
- 5.3 The Company shall be entitled to charge interest on the balance of any account remaining unpaid for a period of more than 21 days at the rate of 10% per annum.
6. **INVOICE LIMIT**
At the time of opening an account the Company will set a limit on the total amount outstanding. The Company will refuse to accept any further business in the event of this limit being exceeded. It will be the duty of the Customer to ensure that the use of the Service is operated within the Invoice limit. However the Company is not under a duty to the Customer to limit the Service to the Invoice limit and if in their absolute discretion the Company should continue to provide Service over and above the Invoice limit the full amount due to the Company shall be payable by the Customer notwithstanding that the Invoice limit may have been exceeded.
7. **TERMINATION**
The Service provided by the Company may be terminated as follows:
- 7.1 By either party giving the other 21 days written notice.
- 7.2 Immediately if the Customer (without prejudice to any other rights or remedy of the Company):-
- a. Fails to pay when due any sums payable.
- b. Commits any act of bankruptcy or compounds with his creditors or a Petition or Receiving Order in Bankruptcy is presented or made against the Customer or a Petition for an Administration Order is presented in relation to the Customer or Resolution or Petition to wind up the Customer is passed or presented (otherwise than for reconstruction or amalgamation) or a Receiver or Administrative Receiver is appointed.
- c. Fails to observe or perform or breaches any of the Terms and Conditions set out herein.
- 7.3 Any waiver by the Company of any breach by the Customer of these Terms and Conditions is limited to that particular breach. No delay by the Company to act upon a breach shall be deemed a waiver.
8. **DISPUTES**
- 8.1 In the event of any dispute concerning the calculation by the Company of its charges such dispute shall be notified to the Company by the Customer within 21 days of the Invoice (time being of the essence). In the event of no such notification being received by the Company the Customer shall accept the amount as being properly due and calculated and shall not be entitled to dispute the sum in any way whatsoever.
- 8.2 Any dispute arising under the Terms and Conditions which does not involve a complicated issue of law shall be referred in the first instance to arbitration.
9. **LIMITATION OF LIABILITY**
- 9.1 The Company has no obligation, duty or liability in contract tort for breaches of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care.
- 9.2 Whereas the Company shall take every reasonable care to ensure that it will only supply Licensed Taxis driven by Licensed Cab Drivers subject thereto:
- a. The Company takes no liability whatever whether in contract tort (including negligence or breach of statutory duty) or otherwise for the acts or omissions on the part of the Taxi driver assigned to the Company.
- b. In any event in no circumstances shall the Company be liable in contract tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings or for any indirect or consequential loss whatever.
- 9.3 In any event in no circumstances shall the Company be liable in contract tort (including negligence or breach of statutory duty) or otherwise for the acts or omissions of other parties in particular the providers of services by other Companies within the Authorised Cabcharge Network.
- 9.4 Each provision of this paragraph is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is held as incapable or unreasonable in any circumstances and shall remain in force notwithstanding termination of the Service.
10. **VARIATION**
The Company may from time to time amend these Terms and Conditions and shall as soon as possible forward a copy of the same to the Customer. The Customer shall then have 21 days from the date of being sent such variations to decline the same and to terminate the Service but in the absence thereof they will be bound by such variations and shall not thereafter be entitled to dispute the same whether or not they apply to the rate of charging or otherwise.
11. **SERVICE OF NOTICES**
Any notice to be served on either party by the other shall be in writing delivered by hand or sent by prepaid post to the last known address of the addressee. It is the duty of each party to notify the other of the appropriate address and reference. The date of delivery of such notice shall be deemed to be the next working day after evidence of posting.
12. **SEVERANCE**
Any Terms and Conditions contained herein which in any way contravene the law of any state or region including the law of the European Economic Community in which the service operates shall in such state or region to the extent of such contravention of law be deemed severable and shall not invalidate any other Terms or Conditions hereof.

