

Terms & Conditions

1. Definitions

'Banyards Taxis Limited' refers to the Company named Banyards Taxis Limited (Company number 08277269), whose registered office is;

Banyards Taxis Limited 199 High Street, Maldon Essex CM95BU.

'You' and 'Your' means and refers to any company, other business or any individual who places a booking with us, whether for themselves or on behalf of other individuals.

2. Booking

2.1 It is your responsibility to ensure that the vehicle requested allows enough comfort and space for the volume of passengers and items of luggage you may have. Wheelchair accessible vehicle bookings must be specified at the time of booking.

2.2 It is your responsibility to ensure that enough time is allowed for the journey required Banyards Taxis Limited cannot be held responsible for any unforeseen delays to the journey such as traffic, weather or circumstances beyond our control or if passengers are not ready at the time of collection.

2.3 It is your responsibility to ensure that the expected time of arrival is correct and that the correct terminal has been given, Banyards Taxis cannot be held responsible for the ETA arrival information provided by the airlines being accurate when checking ETA arrival information. Banyards Taxis will check with the airlines for flight delays or alterations before the driver leaves for the airport but if unable to for whatsoever reason we cannot be held responsible if the flight is delayed or arrives early. You will still be responsible for payment of the journey unless you have contacted our office in advance.

2.4 Banyards Taxis will provide you with a quotation based on the information provided at the time of booking Banyards Taxis will amend the quotation if there is any material change to the original booking without prior knowledge.

2.5 Banyards Taxis will not be held responsible for any delays or costs arising from your failure to provide us with correct booking information.

3. Prices & Payments

- 3.1 All airport prices are based on one collection pick up point and one drop off point, any additional stops will be charged accordingly.
- 3.2 Car parking charges, tolls are included in the prices quoted.
- 3.3 The collection fare for airports includes an initial 30 minutes waiting time. Waiting time, if incurred will be charged at £10.00 per hour in 15-minute increments for all vehicle types. This will begin 30 minutes from the original scheduled flight time.
- 3.4 Credit/Debit card details will be required on all long-distance journey's as security for the driver.
- 3.5 A £5.00 surcharge is made each way for storing all child seats.
- 3.6 Banyards Taxis reserves the right to request Identification from a passenger when booking with credit/debit cards.
- 3.7 All 16 seat bookings are to be pre- paid for and if cancelled for any reason there will be a 10% non- refundable deposit.
- 3.8 All other journeys pre- paid for will be fully refunded if cancelled 2 hours before the journey.

4. Cancellation

4.1 If you need to cancel your booking, please contact Banyards Taxis as soon as possible. If the vehicle has already been dispatched, then a charge will be incurred equal to the distance travelled by the driver to the collection point.

Any pre-booked and prepaid bookings must be cancelled before 48 hours of the booking or a 10% cancellation charge will be deducted from your refund.

If any booking is not cancelled, no refund will be issued.

4.2 A refunds policy will only be offered on a discretionary basis following a letter of dissatisfaction with the service provided. In the event that Management agree a payment is to be refunded, Banyards Taxis will make the refund back to the credit/debit card from which the original payment was made within 48 hours. A cheque will be made to the named cardholder only if this service is unavailable.

Refunds take up to 3 to 5 days to process back on to your card.

5. Conduct

5.1 Smoking, drinking and eating is not permitted in the vehicles. You will be charged £65.00 to cover valeting costs in the unlikely event of the vehicle being soiled by a passenger.

5.2 Banyards Taxis are permitted by law to carry only passengers as allowed by the licence and insurance. Your journey will be refused if passengers are in excess of the allowance.

5.3 You will be held responsible for the behaviour of each passenger in the vehicle during the journey. You will indemnify Banyards Taxis against all losses, expenses, costs or damages caused by the actions of a passenger you are responsible for.

6. Termination

6.1 Banyards Taxis has the unconditional right to terminate or refuse any booking with immediate effect when it places the driver at risk of abuse, violence or damage by either you or any passenger for whom you are responsible. No refunds will be given under any circumstances if the journey is terminated in this respect part way through the hire.

7. Liability

7.1 All luggage items are carried entirely at your own risk.

7.2 Banyards Taxis will not be responsible for installing baby or child seats into a vehicle. This is the responsibility of the parent or person responsible for the child at the time of the journey.

7.3 Banyards Taxis has the right to cancel all services and provide refunds in the event of extenuating circumstances beyond our control such as terrorist attack, riot, national emergency, national disaster or war.

7.4 Banyards Taxis will endeavour to arrange an alternative vehicle as soon as is practical in the event that your vehicle breaks down and get you to your destination. Banyards Taxis will not be held responsible for any losses, costs, expenses or damages resulting from the breakdown of a vehicle.

7.5 Banyards Taxis will endeavour to get you to your destination on time, we cannot be held responsible for any losses whatsoever for conditions such as heavy traffic that are beyond our control during the journey. There is no circumstance under which any factors out of our control will cause Banyards Taxis to be liable for any personal loss or business loss whatsoever such as loss of profits.

8. Miscellaneous

8.1 Under this agreement, Banyards Taxis can subcontract its obligations. You shall not assign, transfer or delegate any of your rights or obligations under this agreement.

8.2 Banyards Taxis shall store, process and use all information regarding your personal details in accordance with the Data Protection Act 1998.

8.3 Banyards Taxis reserves the right to amend these terms and conditions at any time. You are responsible for reviewing these conditions periodically to ensure that you are aware of any changes posted online.

8.4 This agreement and any accompanying price quotation represent the entire agreement between you and Banyards Taxis in relation to its subject matter. If there is any discrepancy between the terms of this agreement and the quotation, then the terms of this Agreement shall prevail.

8.5 Nothing in this Agreement is intended to confer any benefit on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise, and no third party shall have the right to enforce any rights under this Agreement except where otherwise agreed in writing.

Disputes

This agreement shall be construed in accordance with English Law and you and BanyardsTaxis each agree to submit to the exclusive jurisdiction of the English Courts in respect of any dispute or claim arising out of or regarding this agreement.