

118 Taxis Standard Terms & Conditions for the Supply of Services to Account Customers only

1. Definitions

In this document the following words shall have the following meanings:

- 1.1 CUSTOMER means any individual, partnership, limited company, charity or organisation that from time to time purchases Services from the Supplier
- 1.2 SUPPLIER means 118 Taxis, 54, Lark Rise, Yate. BS37 7PJ
- 1.3 PROPOSAL means a quotation or any other similar document describing the services to be provided by the Supplier
- 1.4 SERVICES means the supply of taxi services
- 1.5 The CONTRACT shall mean instructions, by word of mouth or in writing or electronic format, issued by the customer or an authorised person on behalf of the customer.
- 1.6 FEES shall mean all charges and expenses that will be invoiced by the Supplier to the customer for the services provided
- 1.7 TERMS AND CONDITIONS means the terms and conditions of supply set out in this document and any special terms and conditions by the Supplier.

2. General

- These Terms and Conditions shall apply to all contracts for the supply of Services by the Supplier to the Customer and shall prevail over any other documentation or communication by the Customer
- Any variation to these Terms and conditions shall be inapplicable unless agreed in writing by the Supplier
- Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Services, by virtue of any statute law or regulation
- Nothing in these Terms and conditions shall affect the customer's statutory rights as a consumer

3. The Service

- 3.1 The service is to supply a taxi service as requested by the customer.
- 3.2 The service time will be estimated to meet your needs. If further time is required you will be consulted before any further activity takes place.
- 3.3 The Supplier shall not be liable for failure to complete the service if any terms and conditions are not adhered to by the customer.
- 3.4 If for any reason the service cannot be completed the Supplier will not be held responsible

4. Fees

- 4.1 The fee for the Service is as specified before commencement.
- 4.2 Fees are based on the Supplier's current assessment of costs and are subject to amendment subject to clause 11 – Cancellation and Termination
- 4.3 Payment of the fee shall be in the manner specified by 118 Taxis
- 4.4 The Supplier reserves the right to charge fees on a monthly basis for work carried out as part of the contract

5. Completion and Payment of Fees

- 5.1 Completion of the work shall be deemed to have taken place when such work as described in the proposal has been carried out. At this stage full payment of the fee shall become due
- 5.2 Should the contracted work be delayed or suspended at the request of or through default of the client 118 Taxis shall be entitled to payment of the fees of all the work carried out up to and including the end of the period
- 5.3 Payment terms are strictly 30 days from the date of the invoice
- 5.4 If the Customer fails to make any payment within 30 days of it becoming due, the Supplier shall be entitled to charge interest at the rate of 1.5% per month on the outstanding amounts
- 5.5 Invoices will be raised by 118 Taxis monthly when work is completed.
- 5.6 If accounts become overdue, the Supplier shall be within their rights to seek recovery through third party agencies

6. Customer Obligations

To enable 118 Taxis to perform its obligations the Customer shall:

- 6.1 Keep agreed appointments In order to meet the necessary timescales.
- 6.2 Provide the supplier with any information reasonably required by the Supplier.
- 6.3 Make all payments within the time scale (5.3)
- 6.4 Obtain all necessary permissions and consent which will be required before the commencement of the services, the cost of which is the sole responsibility of the Customer. In certain circumstances this may include evidence that the customer holds a specific legal status in respect to a related individual and can make decisions in their best interests. E.g. Enduring Power of Attorney.
- 6.5 Comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

7. 118 Taxis Obligations

- 7.1 The Supplier shall perform the Services with reasonable skills and care and to a reasonable standard in accordance with recognised standards and codes of practice
- 7.2 The Supplier accepts all responsibility to fulfil the service that is within its' control, and to a satisfactory standard.
- 7.3 118 Taxis are committed to the following service standards
 - All information supplied by the supplier to the customer will be impartial
 - The supplier will provide understandable information that will empower an individual to choose the right care choice for them
 - Identified cultural priorities will be respected
 - Individual and diverse needs will be embraced
 - All associates working with the supplier will be vetted and checked for suitability through the Disclosure and Barring Service
 - All Associates working with the supplier will have relevant qualifications, skills and experience
 - The information supplied by the customer will be confidential. No information will be supplied to a third party without the customer's expressed permission See clause 8

8. Confidentiality & Data Protection

- 8.1 Information disclosed by the customer will be kept confidential and shared only with relevant staff providing the service as agreed.
- 8.2 All information retained by 118 Taxis will be processed strictly in accordance with the provisions of the Data Protection Act 1998 and its successors. Such information shall be held solely for the purposes of fulfilling the contract.
- 8.3 The Supplier will not transmit any personal data held on behalf of the client except where a) The transfer is a necessary part of the work undertaken to fulfil the contract or b) There is a requirement to do so by operation of the law. For example, if there is a situation where concerns are raised regarding the safety and well-being of the customer, or for the person for whom the service is provided.

9. Complaints and Disputes

- 9.1 The supplier will always aim to deliver excellence however there may be times when the customer is not happy with the service provided by the supplier. The customer should contact 118 Taxis with any complaint and you should expect to wait for a full response and investigation.
- 9.2 If there is a dispute about the interpretation or operation of this contract then the supplier will make every effort to resolve the dispute.

10. Limitation of Liability

- 10.1 The Supplier undertakes to maintain Public Liability Insurance limited to £2,000,000 for each and every occurrence
- 10.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury. However the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any delay in the work carried out, negligence, breach of contract or otherwise in excess of the price of the Service.
- 10.4 The Supplier will not be held responsible for third party costs incurred by the customer for any reason whatsoever.

11. Cancellations & Termination

- 11.1 The customer may cancel the Service by notifying the Supplier at any time
- 11.2 All work undertaken up to receiving cancellation must be paid for within the notice period
- 11.3 The supplier may terminate the Service for any good reason at any time
- 11.4 The supplier may, at the customer's expense charge any costs relating to the winding up of any work being carried out as part of the contract including, but not limited to, fees, court or tribunal costs or any other reasonable third party liabilities

12. Governing Law and Jurisdiction

Any disputes or claims arising out of or in connection with these Terms and conditions of Business or the contract shall be governed by and construed in accordance with the law of England and Wales

13. Acceptable Of Terms

By ordering the services of 118 Taxis you will be accepting the Terms and Conditions of Business.