



## TERMS & CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

“**Account**” means a customer account which has been opened by Hansom Taxis in respect of a particular Customer and is identified by way of a confidential allocated security number (the “Customer Account Number”).

“**Account Customer**” “**You**” and “**Your**” means any Customer to which Hansom Taxis provides Account Services in respect of a particular Booking and which shall include any representative of the Customer which makes the Booking or uses the Services pursuant to such Booking.

“**Account Services**” mean the Services provided by Hansom Taxis to an Account Customer, in accordance with clause 4.

“**We**”, “**we**”, “**Our**”, “**our**”, “**Us**” and “**us**” means i) Hansom Taxis where the Services are paid for by Account or by Credit or Debit Card and ii) in the case of Cash Services the Driver performing the Services.

“**Hansom Taxis**” means Hansom Taxis incorporated and registered in England and Wales whose registered office is at 48 London Road, Leicester, LE2 0QB (or such of its subsidiaries or associated companies, which provides the Services).

“**Booking**” means a Customer’s request for Services howsoever communicated to us as evidenced by our records. “**Business Day**” means a day (excluding Saturdays, Sundays and public holidays) which is also a day on which clearing banks in the City of London are open for the conduct of sterling banking business.

“**Cancellation Fee**” means a fee payable by the Customer for the cancellation of the Services by the Customer as detailed in the Price List (the Cancellation Fee will be higher where the Collection Address is outside of Central London).

“**Cash Customer**” means a Customer that contracts with the Driver for Services and which elects to pay for the Services by cash, which is collected by a Driver, in accordance with clauses 2.2 and 3.2.

“**Cash Services**” means Services in respect of which a Driver (as principal) contracts directly with a Cash Customer booked through Hansom Taxis acting as disclosed agent for the Driver.

“**Contract**” means a contract for the provision of Services for Customers i) made by Hansom Taxis acting as disclosed agent for the Driver (as principal) for the provision of Cash Services resulting in the Customer entering a direct contract with the Driver and ii) by Hansom Taxis for the provision of Services for Customers (a) who maintain an account with Hansom Taxis and payment is made directly to Hansom Taxis by the Customer, or (b) who pay for Services by credit or debit card and each such



Contract shall incorporate these Terms.

“**Central London**” means the areas defined as Zone 1 and Zone 2 for the London Underground as varied from time to time by Transport for London.

“**Charges**” means our charges (i) shown in the Price List or other published literature, (ii) for other than Account Bookings referred to in iii), the charge communicated to the person Booking the Services, and (iii) for certain Account Bookings, the price will be in accordance with charge rates agreed between Hansom Taxis and the Customer.

“**Christmas Period**” means between 18:00 hours on 24 December to 23:59 hours on 26 December, in any year, and from 18:00 hours on 31 December to 23:59 on 1 January, in any year.

“**Coach Booking**” means a Coach Customer’s request for the provision of a coach pursuant to clause 5.

“**Coach Customer**” means any Customer who makes a Coach Booking.

“**Collection Address**” means the address stated by the Customer at the time of making the Booking as the address from which the Vehicle shall collect the Customer, any Passengers or the Goods.

“**Courier Vehicle**” means a vehicle used for the carriage or delivery of Goods.

“**Courier Services**” means (a) the carriage or delivery of Goods by courier in the UK; and (b) the delivery of Goods nationally or internationally.

“**Credit and Debit Card Services**” means Services provided by Hansom Taxis to the Customer, and which is paid for by the Customer to Hansom Taxis by using a credit or debit card.

“**Customer**” and “**You**” means any person(s), firm or company which books Services.

“**Driver**” means any person who drives a Passenger Vehicle or Courier Vehicle.“

“**Goods**” means any goods transported by us pursuant to a Contract.

“**Written**” means any written communication including email and SMS.

“**Minors**” mean children of less than 14 years of age.

“**Passenger(s)**” means the Customer and such persons who the Customer shall authorise and/or permit to make use of the Passenger Services by travelling in a Passenger Vehicle. By agreeing to or using the Services each Passenger agrees to be bound by these Terms.



“**Passenger Services**” means the transportation of Passengers by a Passenger Vehicle.

“**Passenger Vehicle**” means any vehicle (including a motorcycle adapted for Passenger Services) used for the carriage of Passengers.

“**Price List**” means the list maintained by us of certain of our Charges relating to the Services from time to time and a current copy of which can be obtained on request.

“**Restricted Street**” means any location subject to any parking law or regulation prohibiting any vehicle waiting during prescribed hours. “**Services**” means (a) Courier Services, (b) Passenger Services and (c) any other services agreed in writing between us and the Customer from time to time.

“**Terms**” means these terms and conditions, as amended from time to time.

“**Vehicle**” means a Passenger Vehicle or a Courier Vehicle.

“**Waiting Time Charge**” means a fee payable by the Customer to us in accordance with clauses 2.3.5 or 2.3.6 as detailed in the Price List.

## 2. PASSENGER SERVICES

### 2.1 Credit and Debit Card Services

Please note that clause 2.1 shall apply to all Bookings for Credit and Debit Card Services, which shall include any Booking made by an Account Customer who has elected not to use the Account in respect of that particular Booking.

**2.1.1** When making a Booking for Credit and Debit Card Services, the Customer must elect to pay Hansom Taxis for the Services either by way of a credit card or a debit card payment, details of which shall be processed by Hansom Taxis.

**2.1.2** In consideration for the performance of Credit and Debit Card Services, the Customer agrees to pay the Charges by way of a credit or debit card payment in accordance with clause 2.1.1. A card handling fee (as detailed in the Price List) and VAT shall be added to such Charges.

### 2.2 Cash Services

Please note that clause 2.2 shall apply to all Bookings for Cash Services, which shall include any Booking made by an Account Customer who elects not to use the Account in respect of that particular Booking.

**2.2.1** When making a booking for Cash Services, the contract shall be made by Hansom Taxis, acting as a disclosed agent for the Driver (as principal) resulting in the Customer entering a direct contract with the Driver. Such Contract shall be subject to these Terms.



**2.2.3** In respect of Cash Services, payment shall be made in cash and the Driver shall not accept any other form of payment.

**2.2.4** For the avoidance of any doubt VAT may be chargeable depending on the individual VAT status of the driver.

## **2.3 Passenger Services – Fees and Charges**

**2.3.1** The price quoted to the Customer at the time of making the Booking shall be calculated on the journey specified by the Customer at the time of Booking (the “Quoted Journey”). The price quoted by us shall be based upon our chosen route between the Collection Address and the Customer’s destination (via any other pick-up points or drop-off points stated by the Customer at the time of making the Booking). The Price quoted for Account Services will be in accordance with charge rates agreed between Hansom Taxis and the Customer. These will not normally be communicated to persons Booking an Account Service unless the Customer requires this.

**2.3.2** If a Booking is cancelled by a Customer after the Passenger Vehicle has departed to fulfil the Booking, a Cancellation Fee shall be chargeable. A Cancellation Fee will also be chargeable where an S Class Executive Vehicle has been Booked or at Customer’s request a Driver has been allocated to a Booking and the Customer cancels that Booking.

**2.3.3** In relation to collection of any Passenger(s) from an airport, we will allow 30 minutes waiting time starting from the last known estimated arrival time of an inbound international flight (we will allow 15 minutes waiting time from the last known estimated arrival time of an inbound domestic flight). We reserve the right to charge the Customer a Waiting Time Fee (as detailed in the Price List), which shall, for the avoidance of doubt, include the first 15 or 30 minutes (as the case may be). For the purposes of this clause the “last known estimated arrival time” will either be (a) if the Customer provides a flight number at the time of making the Booking, we will monitor the relevant flight and alter the collection time accordingly; or (b) if the Customer does not provide a flight number, the time which has been specified by the Customer.

**2.3.4** All car parking fees will additionally be chargeable to the Customer for collections from airports, seaports, international and domestic train terminals. Car parking fees are set out in our Price List.

**2.3.5** In the event that the Customer or any Passenger (other than an unaccompanied Minor) requires us at the beginning of or during the course of the Quoted Journey to make any additional or alternative pick-up(s) or collection(s) of Passenger(s) or to drop off Passengers at any locations other than as specified in the Quoted Journey or to take any variation from the Quoted Journey or follow a route other than our chosen route, additional charges may be applied by us. Any Passenger (other than an unaccompanied Minor) may amend the Quoted Journey by providing clear instructions to the Driver. We may (but we are not required to) obtain consent from the Customer for such amendment prior to agreeing the amending instructions.



**2.3.6** In the event that the Customer requires more than four (4) passengers to travel in a Passenger Vehicle additional charges may be levied by us for the provision of a larger Passenger Vehicle or the carriage of additional Passengers in excess of four (4).

**2.3.7** We reserve the right to charge the Customer a surcharge for all journeys made during the Christmas Period, such surcharge will be communicated to the person Booking the Services.

## **2.4 Passenger Services – General**

**2.4.1** We shall use reasonable endeavours to provide a Passenger Vehicle in good working order of the type specified by the Customer (and in the event that such a vehicle is not available, a reasonable alternative vehicle) within any time for so doing given by us or within a reasonable time.

**2.4.2** Customers must inform us at the time of making a booking if the Customer or any Passenger wishes to carry any domestic animals in any Passenger Vehicle. All domestic animals must be carried in a suitable locked box or cage, if appropriate and/or be suitably restrained. Hansom Taxis and/or the Driver reserve the right to cancel a booking on arrival at the Collection Address if we have not been informed of the Customer's requirement to carry an animal in the Passenger Vehicle. Guide dogs are exempt from this requirement and are permitted to be carried in any Passenger Vehicle. Domestic animals (including guide dogs) are not permitted on motorcycles adapted for Passenger Services.

**2.4.3** Passengers are not permitted to smoke in any Passenger Vehicle.

**2.4.4** Passengers shall not play any musical instrument or broadcast recorded music in any Passenger Vehicle except with our written permission.

**2.4.5** Passengers shall not consume alcohol in any Passenger Vehicle and we and/or the Driver reserves the right to decline carriage to any Passenger and may require a Passenger to alight from a Passenger Vehicle who, in our opinion, is intoxicated.

**2.4.6** The transportation of luggage in a Passenger Vehicle shall be permitted in our absolute discretion. Passengers shall remain responsible at all times for their luggage and shall load and unload their own luggage. We may assist the Customer with the loading and unloading of his/her luggage from the Passenger Vehicle, at our sole discretion.

We operate a strict weight and size allowance for luggage to be carried on motorcycles adapted for Passenger Services and the luggage must be able to fit comfortably in the luggage compartment available. All luggage to be carried on a motorcycle adapted for Passenger Services must not exceed more than 10kgs in weight and must be no more than 56cm x 45cm x 25cm in size (including, for the avoidance of doubt, the handle, pockets and any wheels).

**2.4.7** We accept no responsibility for the loss or damage to any luggage which is transported in a Passenger Vehicle. The Customer acknowledges and accepts that any luggage stored in the Passenger Vehicle may move around during the journey and accordingly the Customer (and any

any Passengers) should take extra care when opening the luggage compartment of the Passenger Vehicle.

**2.4.8** Passengers are required to comply with current customs laws and regulations and we shall not be responsible for any delays caused by any failure to comply with the same.

**2.4.9** All Passengers are required to use seatbelts at all times.

**2.4.10** We will not allow unaccompanied Minors of less than 11 years of age to travel alone in a Passenger Vehicle. In exceptional circumstances and subject to the parent/ guardian's consent we may allow Minors over the age of 11 to travel unaccompanied. When booking a journey for any unaccompanied Minor the Customer must inform us that an unaccompanied Minor will be travelling. We do not accept any additional responsibility for any Minor who travels unaccompanied in a Passenger Vehicle. No persons under the age of 16 may travel on a motorcycle adapted for Passenger Services.

**2.4.11** We reserve the right to refuse to transport or cease to transport any Passenger who behaves in a disorderly, threatening or abusive manner or who, in our absolute discretion, we consider a nuisance or a danger to our employees, agents, subcontractors or to fellow Passengers and may require such a Passenger to alight from a Passenger Vehicle and the Customer may be charged a Cancellation Fee. We are committed to providing Services in accordance with the Equality Act 2010. We may assist any Passenger who is not capable of boarding and alighting a Passenger Vehicle unaided, at our sole discretion but at the Passenger's risk.

**2.4.12** We may charge reasonable repair or cleaning charges plus £90 representing loss of earnings for the Driver in the event of spillages in or in the event that any Passenger vomits in or otherwise soils, contaminates or damages a Passenger Vehicle.

**2.4.13** We shall not be responsible for any property left by Passengers in any Passenger Vehicle. Where property is found in a Passenger Vehicle it will be stored by us for a period of 7 days and thereafter we shall be entitled to return, sell, destroy or otherwise dispose of such property as we, in its absolute discretion, see fit.

**2.4.14** Passengers who wish to travel on a motorcycle adapted for Passenger Services must wear a suitable helmet and suitable protective clothing at all times. Drivers will refuse to carry any Passengers who do not wear a helmet and/or the protective clothing.

**2.4.15** Customers may be asked at the time of Booking a motorcycle adapted for Passenger Services to confirm the Passenger's approximate height and weight. We may, at its sole discretion, refuse to carry any Passenger who exceeds our height and/or weight guidelines for the use of the motorcycle adapted for Passenger Services. The Driver may, at the time of collection, refuse any Passenger who appears to exceed our height and/or weight restrictions whether or not we accepted the Booking. The Customer may be charged a Cancellation Fee if it has provided incorrect information about the





Passenger at the time of making the Booking.

### **3. COURIER SERVICES**

#### **3.1 Credit and Debit Card Services**

Please note that clause 3.1 shall apply to all Bookings for Credit and Debit Card Services, which shall include any Booking made by an Account Customer who has elected not to use the Account in respect of that particular Booking.

**3.1.1** When making a Booking for Credit and Debit Card Services, the Customer must elect to pay Hansom Taxis for the Services either by way of a credit card or a debit card, details of which shall be processed by Hansom Taxis.

**3.1.2** In consideration for the performance of the Credit and Debit Card Services, the Customer agrees to pay the Charges by way of a credit or debit card in accordance with clause 3.1.1. Such Charges in relation to the Credit and Debit Card Services shall have added a card handling fee (as detailed in the Price List) and VAT.

#### **3.2 Cash Services**

Please note that clause 3.2 shall apply to all Bookings for Cash Services, which shall include any Booking made by an Account Customer who has elected not to use the Account in respect of that particular Booking.

**3.2.1** When making a booking for Cash Services, the contract shall be made by Hansom Taxis acting as a disclosed agent for the Driver (as principal) resulting in the Customer entering a direct contract with the Driver. Such Contract shall be subject to these Terms.

**3.2.2** In consideration for the performance of the Cash Services, the Customer shall pay the Charges to the Driver (as principal) upon completion of the Services (i.e., upon arrival at the Customer's destination) or earlier if the Driver shall, in the Driver's absolute discretion, decide.

**3.2.3** In respect of Cash Services, payment shall be made in cash and the Driver shall not accept any other form of payment.

**3.2.4** For the avoidance of any doubt VAT may be chargeable depending on the individual VAT status of the driver.

#### **3.3 General – Courier Services**

**3.3.1** We shall use reasonable endeavours to deliver all Goods consigned for delivery to the delivery address given by the Customer within any time for so doing given by us or within a reasonable period of time and any receipt obtained by us in respect of delivery of Goods shall be conclusive as to time and place of delivery.



**3.3.2** The Customer warrants to us that all Goods consigned for delivery are adequately packed and labelled with the details of the identity and the address of the party to whom they are to be delivered as well as the return address of the Customer.

**3.3.3** The Customer shall not consign for delivery and we shall not be required to undertake delivery of the following:

**3.3.3.1** any Goods which are radioactive, toxic, inflammable, explosive, noxious or otherwise of an inherently dangerous nature;

**3.3.3.2** any Goods that have an intrinsic value of over £1,000 unless that value has been notified to us, in writing at the time of booking the Services and we have agreed to undertake delivery thereof in writing;

**3.3.3.3** any Goods, the possession of which is illegal or which it is illegal to export under English Law or the law of any country to or through which delivery is to be made;

**3.3.3.4** any Goods of a perishable nature that may deteriorate in transit;

**3.3.3.5** any Goods that are fragile and/or that are likely to be damaged in transit unless the precise nature of the Goods has been notified to us in writing at the time of making the Booking and we have agreed to undertake delivery thereof in writing;  
and

**3.3.3.6** any bullion, precious metals, cash (coins or banknotes) precious stones, jewellery, antiques, works of art, livestock, animals or foodstuffs unless the precise nature of the Goods been notified to us, in writing at the time of making the Booking and we have agreed to undertake delivery thereof in writing.

**3.3.4** Where the Customer consigns such Goods for delivery as are prohibited by Clause 3.3.3:

**3.3.4.1** We shall be entitled to return, destroy or otherwise dispose of such Goods as we shall, in our absolute discretion, see fit and we shall have no liability to the Customer whatsoever in respect of such Goods howsoever arising, and

**3.3.4.2** the Customer shall indemnify us in respect of all resulting costs, expenses and losses incurred by us.

**3.3.5** We shall have absolute discretion in respect of any Goods consigned for delivery as to the means of delivery, route and method of delivery, handling, storage and transportation thereof unless agreed otherwise in writing.

**3.3.6** We do not insure any Goods consigned for delivery. It is therefore the responsibility of the





the Customer to ensure that all Goods are appropriately insured. We accept no liability for any loss or damage to any Goods, subject always to clause 6.

**3.3.7** Each delivery of Goods shall be accompanied by a delivery note which shows the date of the delivery and any other relevant information. Upon delivery of the Goods, the Customer, having had a reasonable opportunity to inspect the Goods, shall sign the delivery note as confirmation that the Goods have been delivered and that no damage has been caused to the Goods in transit. Where the Customer believes that the Goods have been damaged, the Customer should inform us without delay.

**3.3.8** We shall not be responsible to pay any duty, tax or levy due or payable in delivering the Goods save where we have explicitly agreed this in writing at the time of accepting the Booking. Where we have paid any duty, tax or levy arising in delivering the Goods the Customer agrees to reimburse us these payments in addition to the Charges quoted for the Services.

## **4. ACCOUNT SERVICES**

### **4.1 Bookings and Charges**

**4.1.1** Prior to making any Booking for Account Services, the Customer must first open an Account with Hansom Taxis. The Customer must keep its dedicated and secret Customer Account Number confidential.

**4.1.2** When making any Booking for Account Services, the Customer must quote its Customer Account Number. If the Customer fails to do so, we shall not be obliged to perform the Account Services.

**4.1.3** We shall be entitled to treat any Booking made quoting the confidential Customer Account Number as duly authorised by the Customer and the Customer shall be liable in respect of all Charges relating thereto.

**4.1.4** In consideration of performance of the Account Services, the Customer shall pay the Charges, the priority fee and any applicable VAT (without set off or deduction), as invoiced by Hansom Taxis, within 30 days (or such shorter period as we in our absolute discretion notify to you) of the date of an invoice (the "Due Date").

**4.1.5** Payment shall be made by direct debit (which is Hansom Taxis's preference) or alternatively by cheque, telegraphic transfer or BACS to such bank account as we shall notify the Customer.

**4.1.6** We shall be entitled to charge a priority fee of up to 17.5% of the Charge unless otherwise agreed with the Customer.

**4.1.7** We shall invoice the Customer each month in respect of the Account Services carried out for the Customer during the previous month or at such other intervals as may be agreed by the parties in writing. Each invoice will be accompanied by a statement detailing the Services invoiced.



**4.1.8** In the event of non-payment of any Charges by the Due Date, we shall be entitled to charge and the Customer shall pay interest at a rate of 8% per annum on any amount outstanding until payment is made, both before and after any judgement.

**4.1.9** We may, at any time, set a limit on the total credit given to any Customer at any one time and we shall not be obliged to provide Account Services once that limit has been reached. Any such limit shall be notified to the Customer in writing by us.

**4.1.10** Any dispute in respect of the Charges shall be submitted, in writing, within 14 days of receipt by the Customer of the relevant invoice.

**4.1.11** When an Account is terminated, by any means whatsoever, the Customer shall pay to us all outstanding Charges which are owed to us as at the date of termination.

## **4.2 Passenger Services**

Clauses 2.3 and 2.4 of these Terms shall apply to all Passenger Services made in accordance with this clause 4 by an Account Customer.

## **4.3 Courier Services**

Clause 3 of these Terms shall apply to all Courier Services made in accordance with this clause 4 by an Account Customer.

## **5. COACHES**

**5.1** All Coach Customers shall be bound by the conditions of carriage which apply specifically to Coach Bookings and which can be found at <http://www.addisonlee.com>. No other provision of these Terms, save for paragraph 1 (to the extent applicable) and this paragraph 5, shall apply to Coach Bookings.

## **6. GENERAL**

Please note that clause 6 applies to all Passenger Services and all Courier Services, including Account Services.

**6.1** These Terms shall be incorporated in and form part of all Contracts for the provision of the Services. Bookings can be made through our website, by telephone or by using our mobile App; these media by which you are able to make a Booking are an invitation to treat.

Your Booking constitutes an offer to Contract for Services which we can accept (thereby creating a legally binding Contract incorporating, these Terms) for Account Customers and Credit and Debit Card Services by issuing to you a Booking Acceptance or otherwise and for Cash Customers, by the driver accepting allocation of your booking and proceeding to the pick up location requested by You.



**6.2** By accepting these Terms, you are also accepting the terms of our privacy policy, which can be found at <http://www.addisonlee.com/privacy-policy>. Our privacy policy sets out details of how we use the personal information you provide to us. We only use your personal information in accordance with our privacy policy.

**6.3** Each party acknowledges that it is not relying on any statements, warranties or representations given or made by the other whether actual or implied by common law or under statute in relation to the subject matter of any Contract and that it shall have no rights or remedies with respect to such subject matter otherwise than under the relevant Contract.

**6.4** We shall be entitled to vary the Price List from time to time.

**6.5** We shall be entitled to exercise a lien over any property belonging to the Customer in our possession pending payment of any Charges due to us.

**6.6** We may, in our absolute discretion, decline to accept any Booking.

**6.7** Any dates, periods or times specified by us in connection with the performance of the Services are estimates only and time shall not be of the essence for the performance by us of our obligations under the Contract. We make no warranty that any Passenger or Goods or property shall be delivered within the Customer's stipulated time period (if any) and/or within any time period stated by us unless express reference is made to this Clause 6.7 and agreed in writing by a director of Hansom Taxis.

**6.8** Passenger(s) and any luggage and any personal items and all Goods shall be ready for collection at the time stipulated by the Customer when the Booking is made. Where the Collection Address is in a Restricted Street we will allow 2 minutes (and where the Collection Address is not a Restricted Street 5 minutes) for loading. In the event that all booked Passenger(s), and their luggage have not boarded the Passenger Vehicle and all Goods have not been loaded on to the Courier Vehicle as the case may be within 2 minutes (or 5 minutes as the case may be) of the later of i) the arrival of the Passenger Vehicle or Courier Services vehicle at the Collection Address and ii) the booked time for collection we reserve the right to charge the Customer a Waiting Time Fee (as detailed in the Price List, which will, for the avoidance of doubt, include the first 2 minutes (or 5 minutes as the case may be)). Furthermore where the Collection Address is in a Restricted Street the Driver shall be entitled to leave the Collection Address and we shall endeavour to arrange with the Customer a revised collection time or location.

If revised collection details cannot be agreed with the Customer we may treat the Booking as having been cancelled and charge a Cancellation Fee. Where the passenger and any luggage and any personal items and all Goods are not unloaded within 5 minutes of the arrival of the Passenger Vehicle or Courier Vehicle at the Customer's destination we reserve the right to charge the Customer a Waiting Time Fee (as detailed in the Price List, which will, for the avoidance of doubt, include the first 2 minutes (or 5 minutes as the case may be)).

**6.8.1** No delay or omission by either party in exercising in whole or in part any right, power or remedy provided by law or under the Contract shall affect that right, power or remedy; or operate as a waiver of it.

**6.9** The Customer agrees to indemnify and keep us fully indemnified from and against any direct and indirect losses, claims, expenses, damages or liability whatsoever incurred or suffered by us as a result of the negligence, acts or omissions or default under the Contract by the Customer, or its employees, agents or subcontractors or any Passengers.

**6.10** The Customer shall be liable for any damage caused by Passengers to any Passenger Vehicle.

**6.11** Subject to the following provisions of this clause 6, except in respect of death or personal injury caused by our negligence, or that of our servants or agents, our liability to the Customer for loss and/or damage caused by the negligence of us and/or our servants or agents, or otherwise which arises out of or in connection with the provision of the Services or their use by the Customer shall be limited as follows:

**6.11.1** in relation to the Services, our liability shall not exceed £150;

**6.11.2** in the case of lost or damaged Goods (including where relevant luggage of Customers travelling in Passenger Vehicles), our liability shall not exceed £150 unless the Customer has notified us that the Goods have a value in excess of £150 and We have agreed in writing to be responsible for the repair or replacement of the Goods up to a greater value and the Customer shall indemnify us against any Passenger claiming sums in excess of such limits.

**6.12** To the extent permitted by law, we shall not be liable in any way whatsoever for the acts or omissions of any sub-contractors to whom we sub-contract the Services. We shall use our reasonable endeavours to ensure that we only sub-contract the Services to such third parties that have at least the minimum insurance cover required in the third party's country of operation. If we are aware that a third party does not have a level of insurance coverage which we would expect, we reserve the right to request that the Customer signs a standard form disclaimer and acknowledgement in respect of the same.

**6.13** We shall not be liable to the Customer for any loss or damage to property arising in the course of delivering, loading or unloading of Goods or Passenger's luggage or personal effects.

**6.14** We shall not be liable to the Customer for any loss of anticipated savings, business revenues, loss of agreements, loss of opportunity or loss of business or profits whether categorised as direct or indirect or any indirect, special or consequential loss (including losses arising from business interruption, wasted management time, loss of goodwill, data and all other such loss whether or not arising in the normal course of business).

**6.15** We shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of

any delay in performing any of our obligations under the Contract.

**6.16** We shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any failure to perform any of our obligations under the Contract if the delay or failure was due to any circumstances or cause beyond our reasonable control.

**6.17** We shall, in no event, have any liability in respect of any claim, howsoever arising, that is not notified to us by the Customer, in writing, with sufficient particularity, to identify the nature and the quantum of the claim within fourteen (14) days of the occurrence of the circumstances giving rise to the claim.

**6.18** The Customer acknowledges that the limitations on our liability as set out in this clause 6 are fair and reasonable in the circumstances and have been taken into account and reflected in the level of the Charges.

**6.19** To allow us to provide the Customer with the best possible service, We may use location-based services. Information that We collect from the Customer through the use of these services shall be collected and stored in accordance with the terms of our privacy policy. By accepting these Terms the Customer consents to our use of location-based services. The Customer can withdraw its consent at any time. The accuracy of our location-based services may vary depending on the Customer's location and whether the Customer is in a rural or urban environment. We reserve the right to suspend or terminate the location based services at any time. In providing active location-based services we comply with the "Industry Code of Practice for use of Mobile Phone Technology to Provide Passive Services to the UK" (which sets principles of good practice for the provision of passive and active location based services), a copy of which can be found at <http://www.mobilebroadbandgroup.com>.

**6.20** Any complaints relating to the Services shall be addressed to us and made in writing within 14 days of the event giving rise to the complaint.

**6.21** Termination of this Contract shall be without prejudice to any rights and/or obligations of us and/or the Customer accruing prior to the date of such termination.

**6.22** Any notice required or permitted to be given by either party to the other under these Terms, shall be in writing and may be given personally or sent by email or by prepaid registered post to the other party at its registered office or principal place or business or such other address as may at the relevant time have been notified as that party's address for service. Any notice sent by email shall be deemed delivered immediately and by registered post shall be deemed served 48 hours after posting to an address in the United Kingdom or 5 Business Days after posting to an address outside the United Kingdom. In proving the service of any notice it will be sufficient to prove, in the case of a registered post letter to provide proof of delivery.

**6.23** A person who is not a party to any Contract shall not have any rights under or in connection with it.

**6.24** We reserve the right to subcontract or delegate in any manner any or all of our obligations under any Contract to any third party or agent.

**6.25** If any provision of these Terms, which is not of a fundamental nature, is held by any court or other competent authority to be invalid or unenforceable in whole or in part, such part, term or provision shall be deemed deleted from these Terms and the remainder shall not be affected. Should the foregoing apply the parties shall use all reasonable endeavours to agree upon any lawful and reasonable changes to these Terms which may be necessary in order, as close as possible, to give effect to the commercial intent of these Terms.

**6.26** We reserve the right to amend these Terms. Notice of amendments to these Terms shall be posted on Hansom Taxis’s website.

**6.27** These Terms shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales

#### **FEES AND CHARGES PRICE LIST – CENTRAL LONDON**

<b>PASSENGER SERVICE</b>	<b>CANCELLATION FEE</b>	<b>WAITING TIME CHARGE</b>
HYBRID	£10.00	£26.00
1 – 4 SEATER (MPV)	£10.00	£26.00
5 – 6 SEATER (MPV)	£13.50	£26.00
E-CLASS	£17.30	£30.00
S-CLASS	See note below*	£37.50
VIANO – 1 -4 SEATER	£15.00	£30.00
VIANO – 5 -6 SEATER	£15.00	£30.00
TAXY BIKE	£25.00	£60.00

Out of hours charges – Taxy Bikes: There is an additional charge of £75 per hour to the quoted fare for Taxy Bikes hired between 19:00 and 07:00 Monday to Friday and from 19:00 Friday until 07:00 Monday. Waiting time of £90 per hour will also apply during these periods.

\*S-Class cancellation policy: In the event of a cancellation, the following Charges will apply. Where the Collection Address is: Inside M25: If cancelled within 90 minutes of a booked collection time – full charge of the Booking. Outside the M25 and up to 100 miles from M25: If cancelled within 4 hours of a booked collection time – full charge of the Booking.

100 miles+ from M25: If cancelled within 24 hours of a booked collection time – full charge of the Booking. Driver details in advance: There are circumstances when a client requires driver details 24 hours in advance, in the event of this being cancelled within 24 hours – full charge of the Booking.





<b>COURIER SERVICE</b>	<b>CANCELLATION FEE</b>	<b>WAITING TIME CHARGE</b>
BIKE	£5.95	£20.00
DIRECT BIKE	£9.95	£20.00
PUSHBIKE	£2.95	£18.00
SMALL VAN	£11.00	£20.00
DIRECT VAN	£15.00	£24.00
PARCEL	£11.00	£20.00
TRANSIT VAN	£16.95	£30.00

Out of hours charges – Transit Vans: There is an additional charge of £40 per hour for Transit Vans hired between 19:00 and 07:00 Monday to Friday, on Saturdays from 17:00 until 08:00 Sunday and on Sundays from 17:00 until 07:00 Monday.

<b>COURIER SERVICE</b>	<b>CANCELLATION FEE</b>	<b>HOURLY RATE</b>	<b>DISTANCE CHARGE</b>
LUTON VAN	£35.00    £	35.00	As quoted

\*Luton van charges are based on the total of both distance and time. Please note that the quoted price is inclusive of the first hour and the distance charge (journey). After the first hour there will be a charge of £35 per hour or part thereof. If the journey exceeds one hour the additional hourly rate will be charged.

Out of hours charges – Luton Vans: There is an additional charge of £50 per hour for Luton Vans hired between 19:00 and 07:00 Monday to Friday and from 19:00 Friday until 07:00 Monday.

### **HEATHROW (LHR) CAR PARKING FEES**

<b>DURATION</b>	<b>CLIENT RATE</b>
0-30 min	FREE
31-60 min	6.95
61-120 min	10.95
121-180 min	13.45
181-240 min	17.45

### **GATWICK AIRPORT (LGW) CAR PARKING FEES**

<b>DURATION</b>	<b>CLIENT RATE</b>
0-30 min	FREE
31-60 min	6.95
61-120 min	10.95
121-180 min	12.95
181-240 min	15.95

### **STANSTED AIRPORT (STN) CAR PARKING**

<b>DURATION</b>	<b>CLIENT RATE</b>
0-25 min	FREE
26-50 min	6.45
51-120 min	10.95
121- 180 min	12.95
181 – 240 min	14.95
241 – 300 min	16.95

### **LUTON AIRPORT (LTN) CAR PARKING**

<b>DURATION</b>	<b>CLIENT RATE</b>
0-30 min	FREE
31-45 min	7.45
46-60 min	8.95
61-120 min	12.95
121-180 min	16.95
181 – 360 min	19.95



## **LONDON CITY AIRPORT (LCY) CAR PARKING FEES**

<b>DURATION</b>	<b>CLIENT RATE</b>
0-30 min	FREE
31-60 min	11.95
61-120 min	15.95
121-240 min	20.95

## **CREDIT AND DEBIT CARD HANDLING FEE RATES**

Card handling fee per transaction – £2.00 including VAT