



PASSENGER TERMS AND CONDITIONS
(24 HOURS CRAYFORD CARS LTD)

Customer Terms and Conditions of Travel

24-Hours Crayford Cars Ltd, the ("Principal) is a Private Hire Vehicle Operator ("PHVO") licenced by Transport for London ("TFL") Licence number 60580.

As prescribed under Regulation 9 (14) of the Private Hire vehicles (London) (operators' Licences) Regulations 2000 which provides that:

"The operator shall enter into a contractual obligation as principal with the person making the private hire booking to provide the journey, which is the subject of the booking, and any such contractual obligation must be consistent with the 1998 Act and these Regulations"

Definition of Terms

The Passenger ("You/Your") either individual or body corporate is the party making the booking for Carriage and the contracting party with the principal

Provision of the Journey-The provision of ("Transportation Services") ("TS")

Agent ("Agent") a third party making the booking on You or Your behalf

24-Hours Crayford Cars Ltd (24-Hours CCL)

1. General Conditions: Accepting to provide Transportation Services

- 1.1. 24-Hours CCL is responsible for both accepting the booking as well as the TS.
- 1.2. By accepting the booking 24-Hours CCL confirms that a contract has been created between 24-Hours CCL and You for the provision of TS.
- 1.3. 24-Hours CCL confirms that fares for the journey are collected by 24-Hours CCL or the driver on behalf of 24-Hours CCL even where the driver acts as the agent for 24-Hours CCL in collecting fares.
- 1.4. 24-Hours CCL confirms that as operator, journeys are offered to drivers (who are at liberty to reject particular journeys), however only 24-Hours CCL can cancel a booking with a passenger.
- 1.5. 24-Hours CCL confirms that liability in relation to the TS services belong to the operator namely 24-Hours CCL and cannot be delegated to any third party.

2. Service Level

The TS offered to You will be a comfortable and luxurious service offered through a range of vehicles selected by you. We guarantee that 24-Hours CCL will provide to You a pleasant experience from pre-arrival through to departure, travel, and arrival.

3. Transfer Rides/Bookings/Changes to Service

- 3.1. You can make prior bookings for your journey and there are no limitations on number of days/weeks in advance. If at any time your TS request changes and requires additional effort compared to the original TS request, 24-Hours CCL will carry this out wherever possible. Where this extra effort will result in You incurring additional costs, 24-Hours CCL or its driver will inform

you before being added to Your initial costs. Changes in TS request is subject to availability of 24-Hours CCL and or its drivers as well as price amendments agreed with 24-Hours CCL.

- 3.2. TS are charged in accordance with 24-Hours CCL current price structure and is valid for a start and destination address. 24-Hours CCL may charge an additional fee for any stop overs or deviation from the agreed route originally requested by You. All vehicles in 24-Hours CCL fleet are metered and displayed on a device visible to You during the entire journey.

4. Vehicle Class/Vehicle Model/Upgrade

- 4.1. You can choose from a variety of vehicle classes for your TS from 24-Hours CCL fleet subject to availability. 24-Hours CCL reserves the right to change the offered vehicle. 24-Hours CCL will provide a vehicle suitable for your journey and luggage requirements as specified and agreed.

5. Transport Comfort and Safety Requirements

5.1. Luggage/Animals

- a. The price given by 24-Hours CCL for TS includes the number of luggage pieces specified by You or Your agent when making the booking. Excess luggage, bulky luggage not specified in the booking could lead to increased charges or cancellation of your TS if appropriate replacement vehicles are not available.
- b. With the exception of guide/assistance dogs, the transportation of animals not specified in the booking could lead to increased charges or cancellation of your TS if appropriate replacement vehicles are not available. 24-Hours CCL reserves the right to refuse the carriage of luggage and or animals (with the exception of guide/assistance dogs) which was/were not previously agreed

5.2. Carriage of Children

For Safety reasons, the number and ages of children should be disclosed by You during booking in order for appropriate safety seats to be provided. 24-Hours CCL reserves the right to cancel a booking where the information is not disclosed during booking and immediate arrangements cannot be made.

5.3. Information on Number of Guests and Pieces of Luggage

The maximum number of passengers and pieces of luggage for a specified vehicle is an estimate based on factors such as size and weight of passengers and luggage. 24-Hours CCL reserves the right to refuse the carriage of guests or luggage where safety and comfort will be compromised.

5.4. Prevention/Cancellation of Transportation Service.

24-Hours CCL reserves the right to undertake the cancellation of the TS if requirements under Section 5 were not all, or not correctly communicated by You when making the booking.

6. Delays/Cancellations/No Shows

- 6.1. Five minutes of waiting time from agreed pick-up time is free of any charge for local journeys. Delays to the commencement of the TS caused by You will be charged at the rate of 40p per minute for pre-booked journeys.
- 6.2. Forty-Five minutes of waiting time from agreed pick-up time is free of any charge for Airport pick-up. Subsequent Delays to the commencement of the TS caused by You will be charged at the rate of £24 per hour.

6.3. Booking cancellation is free of charge before the agreed pick-up time. A cancellation must be made by phoning the offices of 24-Hours CCL or using the 24-Hours CCL app.

6.4. **Changes to Booking**

Changes to bookings by You or Your agent are allowed before commencement of TS. Where changes about passengers, luggage and destination are made, 24-Hours CCL will recalculate charges and confirm with You before commencement of TS.

7. Passenger Conduct during TS

24-Hours CCL places a huge premium on the safety and security of its drivers and passengers at all times. The following rules apply to You at all times when travelling with 24-Hours Crayford Cars Ltd:

- i. It is the responsibility of 24-Hours CCL to ensure that the TS is undertaken safely. All passengers must follow the regulations that apply to the relevant Road Traffic Act especially seatbelt regulations as instructed by 24-Hours CCL drivers.
- ii. It is prohibited for passengers to open doors while the vehicle is in motion, throw any objects from the vehicle and/or stick body parts out of the vehicle.
- iii. Prior permission must be taken from the driver if you wish to use any of the devices in the vehicle.
- iv. Smoking and alcohol consumption are forbidden in all 24-Hours CCL vehicles.
- v. Food consumption during TS is allowed with prior consent. You will however be liable to pay the cost of cleaning the vehicle and compensate the loss of business due to the downtime of the vehicle should any damages occur as a consequence.

8. Terms/Modes of Payment

- i. You are responsible for the payment of Your TS either prior to travel or on completion of the journey.
- ii. 24-Hours CCL accepts cash, debit cards & credit cards. Where You request to pay by card, payment machines are provided by 24-Hours CCL drivers and payments must be made prior to exiting the vehicle.

9. Liability

24-Hours CCL is liable for any damage caused by its drivers either directly employed or contracted to provide the TS. 24-Hours CCL has contracted with you to provide the TS and therefore confirms any liability arising from the provision of the TS belongs to 24-Hours CCL as the operator.

A copy of 24-Hours CCL Public Liability insurance cover is available upon request.

10. Final Provisions

- i. These terms are the entire agreement between 24-Hours CCL and You for the provision of TS. Subsidiary agreements do not exist. Changes and additions to this agreement must be in written form and published by 24-Hours Crayford Cars Ltd
- ii. **Changes to Terms**
24-Hours CCL reserves the right to change these terms. Notification of change is made as a unilateral declaration by publishing the new terms on the 24-Hours CCL website informing users of any changes.
Continued use of 24-Hours CCL services is dependent upon the acceptance of the Terms by You before the commencement of TS.

11. Data Notice

Contact Details:

24 Hour Crayford Cars Ltd
26 Station Road, Crayford, DA1 3QA
Tel: 01322 558888, 01322 252525
Email: 24hrcrayfordcars@crayford-cars.co.uk
Website: www.24hourscrayfordcars.co.uk

The type of personal information we collect

We currently collect and process the following information:

Personal identifiers and contacts including telephone numbers and addresses.

We may collect your personal preferences to improve our service for your future journeys.

How we get the personal information and why we have it

Most of the personal information we process is provided to us directly by You at the time of booking confirmation in order to meet your travel requests or to fulfil our licence obligations.

We may share this information with Transport for London who issues us with our operators' licence. Under the UK General Data Protection Regulation (UK GDPR), the lawful bases we rely on for processing this information are:

- (a). Your consent.
- (b). We have a contractual obligation.
- (c) We have a legal obligation.
- (d) We have a vital interest.
- (e) We need it to perform a public task.
- (f) We have a legitimate interest.

How we store your personal information

Your information is securely stored on our systems.

We keep your booking information in accordance with guidelines from the Information Commissioner's Office and other Data Protection Regulations. We will then dispose your information by electronic deletion from our records