



## **BEA Cars Ltd TERMS & CONDITIONS**

### **Private Hire Terms & Conditions**

These terms and conditions and the web-based booking form constitute the entire Agreement concerning the provision of an airport transfer service or any service contracted (“Service”) between you and BEA Cars Ltd. Completion of the booking form and use of the Service indicates your unconditional acceptance of the terms and conditions set out in this Agreement.

#### **1. Definitions**

“BEA Cars” means BEA Cars Private Hire whose registered office is; 94 Arundel Drive, Fareham, Hampshire PO16 7NU. Web address is [www.beacars.co.uk](http://www.beacars.co.uk). and email: [info@beacars.co.uk](mailto:info@beacars.co.uk).

“you” and “your” means any individual, company or other business who places the booking with us.

#### **2. Booking**

2.1 You must allow sufficient time when booking your transfer to allow for the check-in times required by your airline and for any delays caused by traffic conditions. BEA Cars shall not be responsible for any delay caused by your failure to allow enough time to reach your destination or if the passengers are not ready for collection at the booked time.

2.2 You must order a suitable car size for the number of passengers and luggage. BEA Cars cannot guarantee to carry excessive amounts of luggage. Please note that a child, no matter what age, counts as one passenger.

2.3 If you need to transport a wheelchair please specify this at the time of booking.

#### **3. Prices & Payment**

3.1 BEA Cars will email you a quotation based on the information supplied by you. Unless otherwise stated all prices are exclusive of VAT which, if applicable, will be charged in addition. BEA Cars may amend the quotation if there is any material change to the original itinerary, the number of passengers, or the type or size of vehicle required.

3.2 The quotation will include a [30] minute waiting period after the advertised landing time and the cost of 1/2-hour car parking. BEA Cars will charge for waiting time and parking at its standard rates after the initial 30-minute period has expired. BEA Cars will endeavour to check for flight delays before the driver leaves for the airport but shall be under no obligation to do so.

3.3 If you accept the quotation, you will receive confirmation of your booking by email. Please check your booking confirmation carefully and inform BEA Cars promptly of any errors. BEA Cars shall not be responsible for any delays caused or costs arising from your failure to provide BEA Cars with correct information.

3.4 All journeys originating at an airport (which are not return journeys where BEA Cars has taken you to the airport) must be prepaid in full at least fourteen days before the date of travel.

3.5 Payment can be made by credit card, debit card, cash or bank transfer before the date of travel.

#### **4. The Service**

4.1 You shall be responsible for the behaviour of all the passengers in the vehicle during the journey. You will be charged £80 to cover cleaning costs in the unlikely event of the vehicle being soiled by any passenger!

4.2 Smoking in the cars is not permitted.

4.3 All children travelling during the journey should be restrained in a manner appropriate to their age, weight and height. Suitable child seats should wherever possible be supplied and fitted by the child's parents. Such seats may be retained by the driver for use on the return journey.

4.4 BEA Cars will not carry more passengers than its insurance or licensing allows.

#### **5. Cancellations**

5.1 If you need to cancel your booking, please contact BEA Cars as soon as possible. Cancellation fee of 50% will apply to any bookings cancelled on the 12 hours prior to the booking or 100% of the booking price if cancelled 4 hours prior to the booking.

5.2 No cancellation fee applies if cancellation is made over 24 hours prior to the booking.

#### **6. Liability**

6.1 BEA Cars shall use all reasonable endeavours to get you to your destination on time but shall not be liable for any loss due to delays caused by road or traffic conditions beyond its control on the journey. Under no circumstances shall BEA Cars be liable (in contract, tort or otherwise) for any loss of profits, business or for any indirect or consequential loss whatever.

6.2 All luggage is carried entirely at your risk.

6.3 BEA Cars shall be entitled to cancel all services and provide refunds in the event of a declared national emergency, riot, war, fuel shortage, extreme weather or terrorist attack, or other circumstances beyond its control. If the car breaks down during your journey BEA Cars will endeavour to arrange an alternative car to complete the journey as soon as practicable.

6.4 You shall indemnify BEA Cars against all losses, costs, damages and expenses arising from any act or omission of any passenger in your party.

6.5 Neither party excludes or limits its liability for death or personal injury caused by negligence, or for wilful default or fraudulent misrepresentation, or otherwise in any manner unenforceable by any applicable law.

#### **7. Termination**

7.1 BEA Cars will refuse or terminate any booking with immediate effect if it places any driver or vehicle at risk of damage, violence or abuse by you or by any passenger in your party and we will ask all passengers to vacate the vehicle as soon as it is safe to do so. No refunds will be given if the journey is terminated part way through the hire.

#### **8. Miscellaneous**

8.1 BEA Cars may subcontract its obligations under this Agreement. You shall not assign, transfer or delegate any of your rights or obligations under this Agreement.

8.2 BEA Cars may change these terms and conditions at any time by posting changes online at [www.beacars.co.uk](http://www.beacars.co.uk). Please review these terms and conditions regularly to ensure that you are

aware of any changes. All existing bookings will be at the rate quoted or applicable rate in effect at the time of booking.

8.3 BEA Cars shall store, process and use all information regarding your personal details in accordance with the requirements of the Data Protection Act 1998. Please also see our Privacy Policy

8.4 This Agreement and any accompanying quotation represents the entire agreement between you and BEA Cars in relation to its subject matter. If there is any discrepancy between the terms of this Agreement and the quotation, 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.

## **9. Disputes**

9.1 This Agreement shall be construed in accordance with English law and you and BEA Cars each agree to submit to the exclusive jurisdiction of the English Courts in respect of any dispute or claim arising out of or in connection with this Agreement.

## **10. Conveying of children**

10.1 UK law states that taxis are exempt from legislation relating to children travelling in a baby/child seat or booster, more details of the legislation can be found here. For Health and Safety Reasons BEA Cars are unable to provide any form of child seat. If you require a child seat for your journey it would be the child's parent/carers responsibility to provide one and to fit the seat in the vehicle and to secure the child. If you are booking a return journey and have your own child seat, the driver who carries out your booking will store your child seat for the return journey, please note that the installation of the child seat must be carried out by you.

## **11. Complaints**

11.1 Any complaint is to be made in writing by email to: [info@beacars.co.uk](mailto:info@beacars.co.uk). We take our customers seriously and we aim to reply to any complaint within 48 hours, however circumstances might be that we are not able to deal with your complaint within this time frame and we may take up to 14 days to reply.

If you would like to have a copy of the BEA Cars Private Hire Terms & Conditions, please email us with your request or alternatively you can download this pdf from our website.