



CORPORATE ACCOUNT SERVICE AGREEMENT

Company Details
Company Name:
Contact Name:
Address:
Postcode:
Tel No.:
Fax No.:
Email:
Nature of Business:
Company Registration No.:
Trading Status:
Estimated Monthly Expenditure:

Billing Details
Contact Name:
Address:
Postcode:
Tel No.:
Fax No.:
Email:

For Office Use Only		
Date of Application:	/	/
Date Opened:	/	/
Account No.:		

Standard Tariff

1. All journey prices are at a set rate which is calculated on the distance between the postcodes of the pick-up and destination addresses.
2. All journeys are subject to a 9.58% administration fee and a £3.00 booking fee
3. The set rate includes up to 15 minutes waiting time (30 minutes if picking up from Heathrow Airport), should a taxi be waiting in excess of this period, a charge of 60 pence per minute shall be levied, including the first 15/30 minutes, in addition to the set rate.
4. Taxis will be cancelled after a waiting period of 30 minutes from the time the taxi has been booked to pick up (60 minutes if picking up from Heathrow Airport) if we have been unable to make contact with the passenger. A fixed cancellation fee equal to 50% of the set rate for the journey plus all waiting time charges, booking fees and administration (plus VAT on booking fees and administration) will be charged.
5. Heathrow Taxis Solutions reserve the right to vary any and all the charges by giving 30 days notice in writing by post or email only.
6. VAT is chargeable on the administration and booking fees only.

I hereby agree to the terms and conditions above and overleaf and confirm I am authorised to sign this agreement

Signature

Name

Position

Terms and Conditions

1. DEFINITIONS

1.1 The Terms and Conditions governing the provision of taxi bookings and/or account services provided by Heathrow Taxis with the exclusion of any other oral or written statement whatever its legal character.

1.2 In this Contract:

- a) "Service" means the taxi booking service provided by Heathrow Taxis.
- b) "Heathrow Taxis" means Heathrow Taxis Solutions Limited.
- c) "Charge" means the charge to the Customer for the provision of the Service, including the charges referred to in the STANDARD TARIFF overleaf.
- d) "Customer" means a person firm or a company that has entered into the Service Agreement, and where the context so requires all employees and agents of such person, firm or company with authority to make bookings with Heathrow Taxis.
- e) "Service Agreement" means the agreement to which these Terms and Conditions are annexed.
- f) "Hiring" means a journey undertaken by a Taxi for or on behalf of a Customer of Heathrow Taxis
- g) "Credit Limit" means the maximum amount of unpaid Charges the Customer may incur at any point in time.
- h) "Booking(s)" means a reservation made by a customer using the taxi booking service provided by Heathrow Taxis.

2. THE RIGHTS AND POWERS OF THE COMPANY

2.1 The Customer will be issued with an account number and login information, which must be used with all bookings. Heathrow Taxis cannot accept any responsibility whatsoever when the account number or login information is issued by/to unauthorised persons and the Customer shall be liable to pay for all bookings made using the issued account number and/or login information.

2.2 Heathrow Taxis reserves the right to:

- a) Alter any account number or login information or credit limit at any time and notify the customer accordingly.
- b) Change the rules or instructions relating to any part of the Service from time to time and notify the Customer of such changes.
- c) Suspend the Service in the interest of security if the Service is abused or if the Credit Limit is exceeded.
- d) Decline the Service unless the Company is at its own discretion satisfied that security procedures have been followed and shall not be liable for refusing Service under these circumstances.

3. INVOICE PAYMENT

Subject to any written agreement between Heathrow Taxis and the Customer:

3.1 Invoices will be rendered on a frequency agreed with the client in writing prior to the signing of this Service Agreement.

3.2 The Customer agrees to pay in full within 7 days of the issue date the total of such invoices unless agreed otherwise in writing prior to the signing of this Service Agreement.

3.3 Heathrow Taxis reserves the right to charge interest on unpaid accounts at the base rate of Lloyds TSB Bank Plc plus 4% accruing on a daily basis and compounded on a six-monthly basis from the due date until full settlement.

3.4 The Client shall pay to the Company any reasonable expenses (including those charged by any debt collection agency) together with all legal and court costs incurred in the collection of any overdue account and the minimum charge in this respect shall be £10.

3.5 Queries must be notified in writing by post or email to Heathrow Taxis within 7 days of receipt of the invoice after which date the Client shall not be entitled to dispute the amount shown save for manifest or gross error.

3.6 Heathrow Taxis reserves the right to suspend the services at its complete discretion if any invoice remains unpaid for a period of more than 7 days or if the customer is in breach of any of the terms and conditions contained herein.

4. CREDIT LIMIT

4.1 At the time an account is authorised, Heathrow Taxis may set a Credit Limit which may be reviewed and adjusted from time to time at the complete discretion of Heathrow Taxis.

4.2 In the event that the Customer has exceeded its Credit Limit, Heathrow Taxis may at its absolute discretion suspend the Service to the Customer.

4.3 It will be the duty of the Customer to ensure that the use of the Service is operated within the Credit Limit.

4.4 Heathrow Taxis is not under a duty to the Customer to limit the Service to the Credit Limit and if in their absolute discretion Heathrow Taxis should continue to provide Service over and above the Credit Limit, the full amount due will be payable by the Customer notwithstanding that the Credit may have been exceeded.

5. ADDITIONAL CHARGES

Special charges may be incurred in particular cases. A charge of up to £40 may be levied for soiling if it requires the taxi to be taken out of service for cleaning.

6. TERMINATION

The Service provided by Heathrow Taxis may be terminated as follows:

6.1 By either party giving the other 30 days written notice in writing by post or email only to Heathrow Taxis Solutions Ltd, Capital Place, 120 Bath Road, Hayes UB3 5AN or accounts@heathrowtaxis.org. Notices will be deemed to have been received 2 working days after posting or on the same day if sent by email.

6.2 Immediately if the Customer (without prejudice to any other rights or remedy of Heathrow Taxis):

- a) Fails to pay when due any sums payable.
- b) Fails to observe or perform or breaches any of the Terms and Conditions contained herein.

7. DISPUTES

7.1 In the event of any dispute concerning the calculation by Heathrow Taxis of its charges, such dispute shall be notified to Heathrow Taxis by the customer within 7 days of the invoice being presented. In the event of no such notification being received by Heathrow Taxis, the Customer shall accept the amount as being properly calculated and due.

7.2 In the event of there being any disputes regarding the interpretation of Terms and Conditions relative to the agreement, the Company's decision shall be final and binding upon the Customer.

8. LIMITATION OF LIABILITY

8.1 Heathrow Taxis has no obligation, duty or liability in contract tort for breaches of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care.

8.2 Whereas Heathrow Taxis shall take every reasonable care to ensure that it will only supply Licensed Taxis driven by Licensed Cab Drivers:

- a) Heathrow Taxis will take no liability whatever for acts or omissions on the part of the Taxi driver assigned to a particular hiring.
- b) Heathrow Taxis are unable to guarantee arrival times or taxi availability, although every possible effort will be made to ensure that your booking requirements are met. However, there will be times due to circumstances beyond our control where we may be unable to honour this agreement.
- c) Under no circumstances shall Heathrow Taxis be liable for loss of profits, business or anticipated saving or for any indirect or consequential loss.

8.3 All Licensed Taxis are obliged to have full passenger liability insurance under the London Cab Act 1934.

9. VARIATION

Heathrow Taxis may from time to time amend these Terms and Conditions and shall as soon as possible forward a copy of the same to the Customer. The Customer shall then have 14 days from the date of being sent such variations to decline the same and to terminate the Service with 30 days notice in writing by post or email only. The amended Terms and Conditions would not apply during the notice period. In the absence of a response, the Customer will be bound by the variations and shall not thereafter be entitled to dispute the same whether or not they apply to the rate of charging or otherwise.

10. GOVERNING LAW

This Agreement shall be governed by the laws of England and Wales. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of England and Wales.