

All Night Cars Terms and Conditions

1. Definitions and Interpretations

1.1 "These Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the client and the service provider; Terms/Conditions apply to all services provided by

2. Conditions

2.1 The client shall purchase the service in accordance with any quotation, or offer from the service provider which is accepted by the client

2.2 The client accepts these terms & conditions by placing a reservation booking with the service provider either via the web or, by telephone, or by any representative agent.

2.3 The contract will be subject to these conditions. The service provider reserves the right to revise these terms & conditions at any time without prior notice & at its sole discretion Any revised terms and conditions will be posted on the service provider's web site and will come into effect immediately.

2.4 No reservation submitted by the client shall be deemed to be accepted by the service provider unless and until confirmed in writing by email, telephone or otherwise by an authorised representative of the provider.

2.5 The specification for the services shall be those set out in the service provider's sales documentation unless varied expressly in the client's reservation (if accepted by the service provider). The service will only be supplied as stated in the service provider's price list. Reservations received other than these will be adjusted accordingly. Illustrations, photographs descriptions whether in the website, brochures, price lists or other documents issued by the provider, are intended as a guide only and the contents shall not be binding on the service provider.

2.6 The Provider reserves the right to make any changes in the specification of the services which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the services are to be supplied to the service provider's specification, which do not materially affect their performance.

2.7 Sub- contracting companies are not authorised to make any representations or claims concerning the service unless confirmed by the service provider in writing by email, tele or otherwise. In entering into the contract the client acknowledges that it does not rely on and waives any claim for breach of any such representations, which are not so confirmed

2.8 No variation to these conditions shall be binding unless agreed in writing by email, telephone or otherwise between the authorised representative of the client and the service provider.

2.9 Sales literature, price lists and other documents issued by the service provider in relation to the service are subject to alteration without notice.

2.10 Any typographical, clerical or accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued service provider shall be subject to correction without any liability on the part of the service provider.

2.11 The price of the Service shall be the price listed in the Service Provider's published price list current at the date of acceptance of the passenger's reservation or such other price as may be agreed in writing by the service provider and the client.

2.12 Where the service provider has quoted a price for the service other than in accordance with the service provider's published price list, the price quoted shall be valid for 24 hours only or such other time as the service provider may specify.

2.13 The service provider reserves the right, by giving notice to the client at any time before delivery, to increase the price of the service to reflect any increase in the cost to the service provider, which is due to any factor beyond the control of the service provider (such as, without limitation, any foreign exchange fluctuation, currency regulation or alteration of duties any change in delivery dates, quantities or specifications for the service which is requested by the client or any delay caused by any instructions of the client or failure of the client to give the service provider adequate information or instructions).

2.14 The service provider reserves the right to use the services of contractors or sub-contractors (herein known as third parties) to provide services to clients. Where appropriate i.e. names, addresses of any such third parties will be provided by the service provider upon any reasonable request and at the discretion of the service provider.

2.15 Reservations made for service on the following dates will be subject to an additional surcharge on published prices: 24th, 25th, 26th December, 1st January & other days may be affected. These prices will be posted on our web site at the time a quotation is requested. This information is also available when booking through our call centre.

2.16 A maximum time of 20 minutes for address collections & 60 minutes for airport/seaport/ collections will be allocated, whereupon non-contact with clients will classify the reservation to be a "no show" & will be subject to clauses 3.2 & 4.33

2.17 All credit/debit card payments to the service provider for the provision of service & on any confirmed reservations made with the service provider directly or indirectly, will be non-refundable, 10% booking fee. (In addition to any cash payment & or discounted price)

3. Terms of Carriage

3.1 The service provider's prices are based on clients being ready to travel at the booked time. Clients must book their airport transfer in accordance with check in times and guide provided by their relevant airline. The Service Provider is not liable for any costs incurred due to the client not allowing enough time to travel. You as the customer must leave adequate time for your travel and in doing so you must take into consideration any unforeseen circumstances such as traffic, road or tunnel closures, events taking place in or around the area

due to be picked up, taken to or on route to your destination. We as have no responsibility or liability for any loss that may occur as a result of such unforeseen circumstances that we have no control over in the event that the car is late or the journey time exceeds what was anticipated. any estimated journey time quoted to you on the phone or via email through our booking lines should be regarded as a suggestion only and customers must use their own initiative when booking cars.

3.2 All meets apart from airport waiting time are free for the first 5 minutes; thereafter you will be charged 30p per minute on the entire waiting time. Airports meets: 40 minutes from waiting time from the time of landing, thereafter you will be charged 30p per minute. (There is no additional charge for flight delays).

3.3 Fares quoted are flat rates. Any diversions, additional set downs or pickups by the client will incur a charge dependent on actual distance. Fares quoted that are not booked with a validity of 24 hours. reserve the right to alter any prices without prior notification however any quote/booking confirmed by any prices without notification however any quote/booking confirmed by will remain binding.

3.4 Neither nor any of its contracted or sub-contracted drivers will accept responsibility for loss or damage to luggage. Clients are responsible for ensuring that their luggage is loaded/unloaded at all times, if accompanying the luggage on the journey. & or its contracted or sub-contracted drivers have the rig refuse any client or to make the journey due to the client having excess luggage which would result in the vehicle being unsafe whilst in motion.

3.5 Child seats booked and paid by the customer is subject to availability. In the event where a suitable child seat or baby seat is not available the cost of the child seat paid by the customer will be reimbursed. The company will not provide a full refund for a journey in the event where child seat cannot be provided.

3.6 Driver is under no obligation to fit the baby seat in the vehicle. The parent is responsible for the fitment as the Public Carriage Rules is against the driver involvement.

3.7 Driver may stop for fuel where necessary. This is not a usual code of practice. However, might be relevant considering underlying factors and circumstances of the day. The Company is under no obligation to compensate for any loss that customer may occur as a result of the time loss during the refuelling process.

3.8 In the event a customer wishes to be picked up from an Airport at a particular time rather than the flight arrival time, he/she must make this clear in the additional information column provided in the booking engine. They must specify they wish to be picked up whatever hours they deem necessary after the landing time of the flight. Unless this information provided, the driver will enter the terminal 20-30 minutes after landing and any extra cost incurred as a breach of this clause will be payable by the customer.

4. Cancellations / Cancellation charges

4.1 No reservation which has been accepted by the service provider may be cancelled by the client except with the agreement in writing, by email, telephone or otherwise of the service provider and on terms that the client shall indemnify the service provider in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the service provider as a result of cancellation.

4.2 Vehicles that are booked by the client that are not suitable for the purpose they have been booked for, as in clause 3.5 will be subject to clause 4.3.3. Vehicles that are cancelled by passengers after reservation acceptance by the provider, may incur an administration charge, if cancelled at short notice.

4.3 Cancellations must be made a minimum of 24 hours prior to the time of booking by: Telephone on.....or International customers should call +44 or +44 Our call centre is open 24 hours a day.

4.3.1 The provider must be informed about any cancellations at least 24 hours in advance of the journey, or a cancellation charge will be incurred.

4.3.2 Cancellations made 3 to 24 hours prior to the time of travel will incur a cancellation charge of £10.

4.3.3 Cancellations up to 3 hours prior to the time of travel will incur a cancellation charge: 100% of quoted price for provision of service.

4.4 All bookings made with are treated as an individual booking. In the event where a customer decides to change, amend or cancel a journey booked with, must s which booking/s the change, amendment or the cancellation refers to. The company is not under any obligation to assume any changes you may wish to implement without being to do so.

5. General Applications

5.1 The service provider shall not be liable to the client or be deemed to be in breach of the Contract by reason of any delay in delivery or in performing, or any failure to perform, the service provider's obligations in relation to the service, if the delay or failure was due to any cause beyond the service provider's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the service provider's reasonable control directly or indirectly: -

5.1.1 Act of nature, explosion, flood, tempest, fire or accident, volcanic ash clouds;

5.1.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

5.1.3 Acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

5.1.4 Traffic accidents, traffic hold ups, traffic congestion, diversions;

5.1.5 Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the service provider or of a third party);

5.1.6 Flight delays, flight cancellations;

5.1.7 Power failure or breakdown in machinery including computer systems.

5.2 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

5.3 Except as expressly provided in these Conditions, the service provider shall not be liable to the passenger by reason of any representation, or any implied warranty, condition or term, or any duty at common law or under statute, or under the express terms of the contract, for any direct or consequential loss or damage sustained by the client (including, without limitation, loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the service provider, its servants or agents or otherwise) which arise out of or in connection with the supply of the services.

5.4 If clause 4.2 applies then without prejudice to any other right or remedy available to the service provider, the service provider shall be entitled to cancel the contract or suspend further deliveries under the contract without any liability to the client, and if the Services have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

5.5 The Passenger undertakes to the Provider that: -

5.5.1 the client will regard as confidential the contract and all information obtained by the client relating to the business and/or products of the service provider and will not use or disclose to any third party such information without the service provider's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the client's default;

5.5.2 The client will use all reasonable endeavours to ensure compliance with this condition by its employees, servants and agents. This condition shall survive the termination of contract.

6. Miscellaneous

6.1 No waiver by the service provider of any breach of the Contract by the client shall be considered as a waiver of any subsequent breach of the same or any other provision.

6.2 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions the remainder of the provision in question shall not be affected thereby.

6.3 The Contract shall be governed by the laws of England & Wales.

Additional Terms & Conditions - Account Customers

1. General

1.1 The terms and conditions set out herein shall apply between the Company and the party whose name and address is set out in the Credit/Account Application Form ("the Customer") and shall apply to the provision of any and all carriage, courier or delivery services ("the Services") undertaken by the Company for the Customer during the continuance this Agreement and any and all other terms, warranties and/or conditions implied by statute and/or common law and hereby expressly excluded to the fullest extent permitted by law

2. Changes to the terms and conditions

2.1 The Company reserves the right to alter or vary these terms and conditions at its absolute discretion upon giving reasonable notice to the Customer and without prejudice to the generality of the aforesaid, the Company reserves the right to change the Charges. No representations made, or variations in, or additions to these terms and conditions or warranties given by any person acting or purporting to act on behalf of the Company shall have any force or effect whatsoever unless confirmed in writing by an authorised officer of the Company.

3. Payment for services

3.1 It is a condition of this agreement that invoices shall be paid in full within 10 working days of invoice print date. Should any invoice not be paid within 10 working days any outstanding invoices shall immediately become due and payable.

3.2 Without prejudice to the Company's rights hereunder, all monies due to the company in respect of provision of the Services which are not paid by the due date for payment shall interest on the balance of such monies due at the rate of 5% above the Barclays Bank plc. base rate, until payment is received by the Company in respect thereof.

3.3 The Customer shall not be entitled for any reason to withhold payment of monies due to the Company and in particular shall not be entitled to do so in circumstances where

the Customer is in dispute with the Company and/or claims money or compensation from the Company in respect of the Services.

4. Credit Limit

4.1 At any time, the Company may set a limit on the total amount which may be outstanding as unpaid on the Customer's account at any one time. The company may in its discretion refuse to provide the Services in the event of this limit being exceeded.

5. Account Number

5.1 The customer will be issued with an account number which must be quoted on all bookings. Notwithstanding the aforesaid, the Company does not accept any responsibility whatsoever when security account numbers are used by unauthorised personnel and/or for unauthorised purposes.

6. Insurance

6.1 The Company does not have insurance for goods or property (of whatsoever nature) in transit (in transit for other purposes of this clause being from the time the goods or pro are collected by the Company up to and including delivery thereof), and the Customer is advised to effect such insurance as the Customer deems necessary for the carriage of go and/or property by the Company.

7. Limitations and exclusions

7.1 The Company shall not undertake the carriage or delivery of: -

7.1.1 Money or securities (whether cash, cheques, banker's drafts, bonds, share certificates or in any other form), antiques, precious metals, furs, or jewellery (in any form whatsoever whatever amount or value.

7.1.2 Any goods or property (of whatsoever nature) of an intrinsic value of more than £100

7.1.3 any goods or property of a hazardous, dangerous, inflammable, explosive or noxious nature, or are illegal to possess under existing English Law, and/or

7.1.4 Any goods or property (of whatsoever nature) which may deteriorate in transit.

UNLESS the Customer has prior to the commencement of the Service in respect of such good property expressly notified the Company as to the nature and value of the same and a Director of the Company has expressly agreed in writing that the Company shall carry and d the same on such terms and conditions as the Company may reasonably require AND in the event that the Company undertakes the Service in respect of such goods or property without first having expressly agreed to do so as aforesaid, the Company shall have no liability whatsoever for loss or damage to the same however arising.

7.2 The Company shall be entitled to destroy or dispose of goods or property referred to in clauses 7.1.3 and 7.1.4 in such manner as the Company thinks fit if in the Company's o it is proper to do so and the Company shall account to the Customer for money it receives (if any) on such destruction or disposal in excess of the costs incurred by the Company disposing of or destroying the goods or property.

7.3 Without prejudice to the provisions of clause 7.1 the Company shall not in any event be liable directly or indirectly for: -

7.3.1 Consequential loss (whether for loss or profit or otherwise) and/or

7.3.2 Loss, damage and/or breakage to china, glass ceramics or other breakables whether arising from the acts, omissions or negligence of the Company and/or its employees and agents or arising otherwise howsoever.

7.4 Without prejudice to the generality of clauses 7.1 and 7.3 in particular the Company shall not be liable for any loss and/or damage arising directly or indirectly from: -

7.4.1 Breakdown, accident, adverse weather conditions, Volcanic Ash Clouds.

7.4.2 Any act or omission on the part of the Customer.

7.4.3 Any clause, act or circumstance beyond the control of the Company (including, without limitation, any strike, (official or not) lock-out or other form of industrial action or labour dispute, governmental regulations, legal restrictions, embargoes, fire, flood, Act of God, any consequence of riot, war, invasion, act of foreign enemy, hostilities (whether war be de or not) civil war, acts of terrorism, rebellion, military or usurped power, confiscation, requisition or destruction of or damage to property by or upon the order of or in the name of an Government or public local authority.).

7.4.4 Inadequate or inappropriate packaging of goods, or incorrect or inadequate labelling or instructions received from the customer and/or

7.4.5 The Company being prevented or hindered from delivering the goods or property.

7.5 Without prejudice to the generality and effect of the foregoing provisions of this clause 7.0 the liability of the Company for each delivery or courier service undertaken by the Company howsoever arising and whether direct or indirect and including but not limited to liability arising from the acts, omissions or negligence of the Company and/or its employees and/or agents or arising otherwise howsoever shall in any event be limited to the lesser of: -

7.5.1 £150 or;

7.5.2 The intrinsic value of the goods or property comprised in such delivery or courier service

7.6 The provision of clauses 7.3, 7.4, 7.5 and 8.1 apply to liability for loss or damage to goods or property and do not apply to liability for death or personal injury.

8. Delivery

8.1 The Company shall use reasonable endeavours to deliver the Customer and the Customer's goods or property on time, however time for delivery shall not in any event be of the essence and the Company makes no warranty that the Customer or Customer's goods or property shall be delivered within the Customer's stipulated time period (if any) and/or with any time period stated by the Company unless expressly agreed in writing by a Director of a Company.

9. Claims

9.1 Without prejudice to the foregoing provisions of this Agreement the Company shall not in any event be liable for any loss and/or damage howsoever arising including but not limited to liability arising from the acts, omissions or negligence of the Company and/or its employees and/or agents and arising otherwise howsoever unless the Customer has

notified the Company (with reasonable particularity) as to the nature and extent of such loss or damage within 15 working days of the date upon which the same occurred.

10. Lien

10.1 Without prejudice to the Company's rights hereunder, or arising otherwise howsoever, the Company reserves the right to exercise a lien over the Customer's goods and/or property pending payment in full of outstanding invoices.

11. Termination

11.1 This Agreement may be terminated by either party by one month's notice in writing to the other.

11.2 In the event of the Customer being in breach of any of the terms and/or conditions of this Agreement the Company shall have the right (without prejudice to any other rights I have) to terminate this Agreement, or suspend provision of the Services, or suspend the Customer's account facility, forthwith and without notice.

12. Resolution of Disputes and Governing Law

12.1 The parties hereto submit to the exclusive jurisdiction of the Courts of England and Wales.

13. Entire Agreement

13.1 This Agreement contains all the terms agreed by the parties regarding the subject matter hereof and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing, and no representation undertaking or promise shall be taken to have been given or be implied from anything said or written prior to this Agreement except as expressly set out in this Agreement.

14. Notices

14.1 Any notice to be given by any party to the other under this Agreement shall be sufficiently served if left at, or sent by prepaid registered post or recorded delivery service or by fax or telex to the party to be served at its address as set out in this Agreement, or such other address as it may notify for such purpose and shall be deemed to have been served when or sent by fax or telex or in the case of posting 24 hours after the same was posted. In proving service by post it shall only be necessary to prove that the communication was contained in an envelope which was duly posted in accordance with this clause.

15. Waiver

15.1 No forbearance, indulgence or failure by the Company to enforce or to exercise, at any time or for any period of time, any term of or any right arising pursuant to this

Agreement shall constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect the Company's right later to enforce or exercise it.

16. Severability

16.1 The invalidity or unenforceability of any term of, or any right arising pursuant to this Agreement shall not in any way affect the remaining terms or rights.

17. Protecting Your Security

17.1 You agree that we may use Personal information provided by you in order to conduct appropriate anti-fraud checks. Personal Information that you provide may be disclosed to credit reference, or fraud prevention agency, which may keep a record of that information.