

# Terms and Conditions of Hire

## CONTRACT PRICE

At the time of making your reservation you will be quoted with a Contract Price. This Contract Price will remain unchanged unless alterations are made by you to the journey itinerary after the reservation has been made. Any such various will be charged to you accordingly (see "AMENDMENTS TO BOOKINGS", below).

## PAYMENT

David James Chauffeur Drive requires you to make payment of a **25%** deposit or a **£50** minimum charge (whichever is the greater) to be paid at the time of the reservation with the balance due **4** weeks prior to the service. Services under **£100** must be paid in full at the time of booking. Confirmation and receipt will then be forwarded to the credit card holder making the reservation. If paying by cheque please make it payable to **David James Chauffeur Drive**. If the deposit and/or balance is not paid in time, we shall cancel your booking. If the balance is not paid in time we shall retain your deposit.

## PRICES

Quotations are based on the requirements outlined by you and our estimated time to leave from our base, complete the services and return to base. Extra journeys or duties requested by you on the day, where possible, will be charged at the hourly rate.

## BANK HOLIDAYS, PUBLIC HOLIDAYS & UNSOCIAL HOURS

Additional charges will be incurred for any services provided to you on a public or bank holiday or during unsocial hours (8pm to 8am).

## COSTS

Any costs incurred on the journey (including parking costs and toll costs) will be charged to you at cost. If parking tickets are issued to our drivers/vehicles as a result of your instructions then you will be invoiced for additional costs to cover these.

## AMENDMENTS TO BOOKINGS

Please ensure when booking that accurate details are provided. Any subsequent changes after your confirmation invoice has been issued may not be possible due to other commitments. If the change(s) can be made there will be a **£25** administration fee. You must give written notice of the amendment to David James as soon as possible.

## CANCELLATIONS

Should you wish to cancel your confirmed booking, you must advise David James Chauffeur Drive as soon as possible. If after making a reservation you cancel your booking, the following charges will apply:

- Cancellation from time of booking until 7 days prior to the date of travel - **£50**
- Cancellation between 7 days and 48 hours prior to travel - 50% of the Contract Price;

- Cancellation within 48 hours of travel - 100% charge.

A cancellation invoice will be supplied on request for insurance claims.

## NO SHOW

If you fail to arrive at your previously agreed collection point then **NO REFUND** will be issued.

## FORCE MAJEURE

David James Chauffeur Drive shall not be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control, including but not limited to any of the following: war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, or extreme or adverse weather conditions. David James Chauffeur Drive shall not pay to you any compensation if your travel arrangements require to be cancelled or change in any way as a result of unusual or unforeseeable circumstances beyond our control.

## WAITING TIME

The first 30 minutes of waiting time (excluding airport transfers) is included in the Contract Price. Thereafter, waiting time will be charged at our basic hourly rate based on our current tariff at the time of journey.

## FLIGHT DELAYS

Airport to City Centre transfers should take no more than 1 hour, we therefore include 1 hour in our executive transfer rate and 1.5 hours for other vehicles. If following a reservation the client fails to arrive on the flight detailed at the time of reservation then the chauffeur shall wait for a maximum of 3 hours starting from the flight's expected arrival time. An extra charge will be incurred for the additional two hours. This will be charged at our basic hourly rate of the current tariff. If after this time the client fails to arrive, **NO REFUND** will be issued.

## DELAYS

David James Chauffeur Drive will monitor the flight progress based on information available. The chauffeur shall amend his arrival time accordingly. If however the flight arrival time is amended due to delays following the chauffeur's arrival at the airport, then additional waiting time will be charged at our basic hourly rate from the current tariff. If, as a result of extreme delays the chauffeur is required to return to the airport in order to collect the client, then this will be at the convenience of David James Chauffeur Drive. David James Chauffeur Drive are obliged to carry out other pre-booked reservations, and cannot cause delays and inconvenience to other clients as a result of flight delays. To ensure that a vehicle is available for your late arrival please inform our office as soon as you are aware of any delay to your arrival time.

**ROUTE**

The route taken is at the driver's discretion. The driver will take the best possible route and in the event of heavy traffic congestion, he/she will amend the route if necessary and endeavour to deliver you to your destination on time. David James Chauffeur Drive does not accept responsibility for any delays or missed appointments/travel arrangements.

**SMOKING**

David James Chauffeur Drive does not permit smoking in any vehicles

**ALCOHOL & FOOD**

The consumption of alcohol and food is forbidden in all vehicles used by David James Chauffeur Drive unless pre-booked direct with David James Chauffeur Drive.

**DOGS**

**Guide dogs are allowed in our vehicles but must be declared at the time of reservation.**

**CHILDREN**

**David James Chauffeur Drive DO NOT provide child seats for our vehicles. If a child seat is required for your journey, it must be provided by the parent/carer of the child and fitted correctly. The parent/carer is responsible for the safety of the child at all times.**

**DISORDERLY BEHAVIOUR**

David James Chauffeur Drive reserve the right to refuse travel to any person deemed to be a nuisance or danger to our passengers or employees including where any passengers are carrying or using any illegal drugs or weapons. If necessary David James Chauffeur Drive may request the police to assist us in removing any offenders from our vehicles. In these circumstances **NO REFUND** will be issued and **NO COMPENSATION** will be paid.

**RESPONSIBILITY**

In addition to those items detailed in "FORCE MAJEURE", above David James Chauffeur Drive **DO NOT** accept responsibility for any of the following:

- theft or damage of any item belonging to any of the passengers travelling in our vehicles unless caused by a member of our staff;
- delays caused by road traffic accidents or other traffic conditions; and
- any passenger leaving possessions or items in the vehicle does so at their own risk.

**VEHICLES**

David James Chauffeur Drive aims to provide you with the vehicle group booked all times. However David James Chauffeur Drive reserve the right to provide a similar vehicle if such vehicles are not available.

**LUGGAGE**

All luggage is to be placed in the luggage compartment provided. The driver must agree to any item that you wish to take into the vehicle with

you.

**DAMAGE**

If any of our vehicles is damaged or soiled as a result of passengers' actions, we will charge the client named on the contract fully for the amount to rectify the vehicle and for time lost whilst the vehicle was taken out of the fleet.

**INSURANCE**

The vehicles/drivers of David James Chauffeur Drive are fully insured including Public Liability Insurance.

**COMPLAINTS**

If for any reason you are unhappy with an aspect of your journey or a member of our staff please make your comments known to the driver at the time of the incident. You will also be required to put your complaint in writing and send it to our office: **David James Chauffeur Drive, 4/5, 53 Hutcheson Street, Glasgow, G1 1SJ** detailing the date and time of the complaint, the driver's details and the nature of your complaint. David James Chauffeur Drive will endeavour to rectify these matters immediately but may take further action if necessary.

**LAW**

These terms and conditions are governed by and construed in accordance with the law of Scotland.