

# K Watson Cars

Executive Car Service

## General Terms and Conditions

### 1 DEFINITIONS

"We", "Our" and "Us" refers to K Watson Cars (trading name of Mr Kevan A. Watson), its chauffeurs and any approved sub-contractor.

"Client", "You" and "Your" refers to the person or business (and its' representatives) making the booking and the passengers.

"T & C's" refers to these Terms and Conditions.

"Booking" typically consists of 2 journeys, an "Outbound" and an "Inbound", or it can just be either otherwise known as "one-way".

"Chauffeur" refers to the chauffeur/driver and the vehicle.

"En-route" refers to the Chauffeur being on way to the pick-up location or whilst clients are on-board.

"Base Area" refers to the area of Poole, Dorset.

"Outbound" refers to a journey starting in or near the Base Area.

"Inbound" refers to a journey ending in or near the Base Area.

"Aborted" refers to you not being ready at the specified pickup time or journey being halted whilst en-route.

"Wait & Return" refers to a journey that goes to a location, the chauffeur waits and then returns you to the start location.

"Transport" refers to either public or private vehicles including buses, coaches, trains, planes, ferries, cruise liners or similar.

### 2 CONTRACT

When making a booking it is deemed that you have accepted these T & C's and therefore entered into a contract with us.

### 3 PRICES

- Prices are reviewed on a regular basis. We reserve the right to alter prices at any time due to circumstances beyond our control.
- Prices are provided based upon information given by you at the time of your initial booking/enquiry, and are valid for 30(thirty) days.
  - We reserve the right to amend the price should the journey differ from the original booking instructions.
- Prices shown on any media are based on journeys starting or ending in the Base Area. Location surcharges may apply.
- The following days or periods incur a surcharge - Bank & Public Holidays, Christmas & New Year's Eves' evenings (18:00 to Midnight).
  - Surcharges are applied based on the pick up time or in case of travel terminal the scheduled time of arrival of transport, refer to the Price List for the surcharge rates.
- Wait & Return journey is priced at **160%** of the "one-way" journey price and includes 2 (two) hours' waiting time.
- Prices are quoted in Sterling(GBP) and are currently not subject to VAT.

### 4 BOOKING DEPOSIT

- A non-refundable deposit of **20%** of booking price may be required.
- Any prior disbursements made by us on your behalf will be charged at the same time as deposit.

### 5 BOOKING CONFIRMATION

Wherever possible a B/C will be sent prior to your date of travel either by post or email. It is your responsibility to ensure that the information that it contains is correct and to inform us of any errors or changes otherwise additional charges may be incurred.

### 6 PAYMENT OPTIONS

Payment can be made by any of the following methods:-

- By cash, in full (or the balance after any deposit), to the chauffeur on the first journey of booking.
- By most Debit and Credit Cards, to the office 1 (one) week prior to travel.
  - Card details will be kept until the booking has been completed. If additional costs have arisen then we will endeavour to inform you before taking further payment.
- By Bank Transfer/Online Banking. Bank details can be found on the B/C or contact the office.
- We **DO NOT** accept cheques.

### 7 CANCELLATION/DELAY CHARGES

- In the event that you have to cancel your booking the following charges will apply:-
  - More than 24 hours prior to chauffeur en-route ..... Booking Deposit, **20%** of Booking Price.
  - Less than 24 hours prior to chauffeur en-route ..... **50%** of Booking Price.
  - If chauffeur is en-route ..... **75%** of Booking Price.
  - Aborted, chauffeur at pick up location (refer to clause 7.4) ..... **100%** of Booking Price plus Waiting Time.
  - Any prior disbursements made by us on your behalf will be charged in addition to the above charges.
- In the event that we have to cancel:-
  - If due to actions or instructions from the Emergency Services, Government Agencies, statutory bodies, or any manmade or natural event beyond our control we will bear no liability for any losses or costs incurred by you.
  - If due to actions within our control you miss your onward travel then our liability will be limited to full reimbursement of any monies paid to us for that particular journey.

## 7 CANCELLATION/DELAY CHARGES/CONT'D

3. In the event of any delays or additional waiting time the following charges will apply:-
  - i. Waiting Time will commence once chauffeur has been waiting for 15 minutes beyond the booked pick up time.
  - ii. Waiting Time at an airport will commence 90 minutes (any other travel terminal 30 minutes) after scheduled or actual arrival time, whichever is the later. Waiting time will be charged at 15 minute intervals.
  - iii. We will bear no liability for any losses or other costs incurred by you should the Chauffeur, due to actions beyond our control, be unavoidably delayed in arriving at pick up or drop location.
4. In the event that a journey is Aborted:-
  - i. If we have arrived at pick up location 24 hours early but in accordance with the B/C, the journey will be deemed 'Aborted' and payment will be sought, refer to clause 7.1.iv.
  - ii. If after 15 minutes, or in case of a travel terminal 2 hours after scheduled or actual arrival time whichever is the later, of the booked pick up time there is no contact with the passenger(s) then that journey is deemed completed and payment will be sought, refer to clause 7.1.iv.
  - iii. We will bear no liability for any losses or other costs incurred by you in the event of the journey being Aborted.

## 8 FOOD AND SOIL CHARGES

1. We have a **NO FOOD** policy in our vehicles.
  - i. Bottled water is allowed in the vehicles, however whether supplied by us or you, please refer to clause 8.3.
2. If you need to eat during the journey please inform us when making the booking so that time can be allowed for a stop(s).
3. If you soil or damaged the vehicle then you will be liable for all reasonable cleaning and/or repair costs.

## 9 LUGGAGE

1. The driver will load and unload the luggage, however it is your responsibility to ensure that all items of luggage have been loaded into and unloaded from the vehicle. Otherwise additional charges may apply to recover.
2. We are not responsible for any damage to personal items contained within luggage.
3. We reserve the right to refuse items considered too heavy (more than 30kgs) or oversized (typically can not shut doors).

## 10 CHILDREN AND CHILD SEATS

1. Children under the age of 16 years must be accompanied by an adult over 18 years of age. In either case proof of age may be required.
  - i. The behaviour of children is the sole responsibility of the parent(s)/adult(s).
  - ii. We prefer children to sit in the rear seats, except for medical reasons, although this is at the discretion of the chauffeur.
2. We can supply Child Seats and Booster Cushions (Seat), provided we have been informed at time of booking.
  - i. You are responsible for ensuring that any Seat used has been fitted correctly before using.
  - ii. If you wish to use your own Seat please ensure you are taking on with you as we do not have any storage facilities.

## 11 WEDDINGS

Please refer to the separate Terms & Conditions for Weddings.

## 12 FORCE MAJEURE

We will not be liable for any injury or death to you or any loss or damage to your luggage caused wholly or partly by War (declared or not), acts of terrorism, civil riots, national emergency, labour strikes, adverse weather conditions or any other cause beyond our control.

## 13 HEALTH AND SAFETY

1. The safety of our Clients and Chauffeurs is of paramount importance. We expect clients and chauffeurs to behave with dignity and respect to each other.
  - i. If clients have been the cause for the journey to be halted, and subsequently to be aborted, then the clients has no recourse for return of monies already paid. If clients have not already paid then payment will be sought by us.
  - ii. If clients have a complaint against the chauffeur please put this in writing, quoting the booking reference, within 2 weeks of incident.
2. In accordance to UK law all our vehicles are NO SMOKING zones, refer to clause 15.5.

## 14 PRIVACY

1. We hold personal information securely and purely to provide an efficient service and carry out our obligations to you as a client.
2. We may pass your personal information on to approved third parties who may assist us, time to time, to meet our obligations to you.
3. We may occasionally send you information regarding changes concerning us. However, if you prefer not to receive this information please contact us either by email at [enquiries@kwatsoncars.co.uk](mailto:enquiries@kwatsoncars.co.uk) or call **01202 680120**.
4. We do not share your personal information with third parties for their own marketing purposes.
5. Our full privacy policy can be read at [www.kwatsoncars.co.uk](http://www.kwatsoncars.co.uk) or email [enquiries@kwatsoncars.co.uk](mailto:enquiries@kwatsoncars.co.uk) requesting a copy.

## 15 GENERAL

1. We endeavour to be at meeting point prior to you arriving. However, should you arrive early this is not always possible.
2. We use the 24 hour clock format (8:30 in the morning will be 08:30, and in the evening will be 20:30).
3. All charges referred to in these T & C's are at the discretion of KWC.
4. We reserve the right to amend these T & C's at any time, without notice.
5. These T & C's and all Bookings made are governed by and construed in accordance with UK law.