

# Fareham Cars Terms and conditions

## 1. Terms of Agreement

When you give us your bookings you agree to all the terms in this non-negotiable document, and in our current tariffs, service guides and in any specific service's terms and conditions, all of which are available on request. If at any time there is a conflict between these terms and conditions and our current tariff, the latter shall take precedence. The terms and conditions of our tariffs, service guides, and specific services are made part of this agreement, and no one is authorised to alter or modify those terms.

## 2. Carrier is not a common carrier

The Company is not a common carrier and will only accept goods for carriage under the terms and conditions in this document.

## 3. Terms of credit

All accounts are issued and maintained in strict accordance with the company's terms of credit, which are as follows:

- a) Accounts are due when rendered and payment is required within 28 days of the invoice.
- b) An understanding that the minimum annual payments to the company in respect of carriage charges for all services will amount to a minimum of £3000.00 per annum exclusive of V.A.T., and should that sum not be achieved the account facilities may at the company's discretion be immediately reviewed.
- c) The account facilities are granted for an initial period of three months, and will continue thereafter subject to the terms and conditions being met in full, a satisfactory payment pattern and any response from referees as required.
- d) Account customer invoices carry V.A.T. at the standard rate.
- e) All invoices issued by the company are deemed correct unless queried within 14 days of the date of the invoice.
- f) The customer shall not be entitled to defer or withhold the payment of any monies due or liabilities incurred to the company, by reason of having any claim or counterclaim, or any alleged claim or counterclaim, and the customer shall not under any circumstances be entitled to any rights of set-off in relation thereto.

## 4. Liability of the company

The company shall be liable for any loss or damage, occasioned during carriage unless and to the extent that the same has been caused by, is due to, or has arisen from: -

- a) An act of God, force majeure or any other occurrence or cause beyond the control of the company, including but not limited to war, civil commotion, invasion, hostilities, riots and other like occurrences.
- b) Seizure, damage, confiscation, requisition or destruction under legal process by or under the order of any government, local authority, or any other public body.
- c) Any act of omission of the customer or the owners of any goods comprised in a shipment (or part thereof), including their respective servants or agents and anything done by the carrier at the express request or discretion from them.
- d) Inherent liability to wastage, either in bulk, weight or quality, any latent or inherent defects or natural deterioration of the goods.
- e) Insufficient or improper packaging, labelling or addressing.

f) Industrial disputes, lockouts and general or partial stoppages or restraints of labour of whatever nature.

g) Electrical, magnetic, injury, erasure, x-ray or other similar damage to electronic or photographic images or recording in any forms.

Under no circumstances shall the company be liable in any event for consequential loss, special damages or other indirect loss, howsoever arising, whether or not the company knew or ought to have known that such losses or damages might be incurred, including without limitation loss of income, profits, interest or loss of interest.

## **5. Time limit for claims**

The company shall not be liable for any loss, damage or other liability whatsoever nature unless:

- a) The customer notifies the company in writing of an impending claim within ten days after commencement of transit and
- b) The company receives a detailed written claim, including any relevant documentation requested by the company within twenty-eight days of the commencement of transit.

## **6. Governing law**

These conditions and each and every contract made pursuant thereto shall be governed by and construed in accordance with English law and the customer hereby submits to the non-exclusive jurisdiction of the English Courts.

## **7. Terms and conditions specific to passenger services**

company in accordance with all the conditions undertakes all passenger bookings in this agreement and with the following additions:

- a) In the case of any damage sustained to the company's property or vehicle's by you however caused, the customer will be liable for all costs pertaining to the matter, including but not limited to, damage repair, vehicle cleaning, reasonable compensation of the company's loss of earnings, and any other liabilities incurred by us in relation to the incident, all charges will be billed to the account.
- b) The company shall not be liable for any property left by any customer in a vehicle provided by the company. Any such discovered items will be held at the company office.
- c) Any property handed in to the company offices will be held for a period of 1 week, and the company shall make every reasonable effort to find the owner during this time. After 1 week the goods will be taken to the lost property section of the local Police station.
- d) Any property being returned to you by a company vehicle will be chargeable; no charge will be made for any item collected from the company.

## **8. Terms and conditions specific to all goods services**

All goods bookings are undertaken by the company in accordance with all the other conditions in this agreement and with the following additions:

- a) Hazardous, illegal or dangerous goods, as classified by either English or International law, will not be carried, and the customer not the company shall be liable for any consequences or actions of any kind, resulting from the carriage or attempted carriage of any such items.
- b) The company shall not be liable for any loss, damage or other liability of any kind whatsoever resulting from goods deliveries arriving late for whatever reason, including but not limited to all the conditions in Section 4 and in addition, mechanical breakdown, excessive traffic congestion, adverse weather conditions, customers delay and any other delays out of the company's control.

c) Unless otherwise agreed in writing the method and route of transit shall be at the absolute and sole discretions of the company.

## **9. Credit Card Payment**

At the time you register a credit or debit card Fareham Cars Ltd will make a "pre-authorisation" attempt of a minimal amount to establish that the card is a valid one. This is for our protection and your security.

No money will be taken from or charged to your account or card in respect of this "pre-authorisation" it is merely a way of checking that the card is valid. Your bank or credit card company may show this "pre-authorisation" (which will typically be £1.01) as a 'payment' in the sense that it may restrict you from withdrawing up to the maximum of your account limit for the duration of the "pre-authorisation".

Fareham Cars Ltd has no control over when your bank or card issuer will release this "pre-authorisation", however usually it will be within 1 to 5 days. For the avoidance of doubt, the "pre-authorisation" does not represent any actual money changing hands and Fareham Cars will only charge your card or account for actual journeys undertaken and booked and for which you have indicated you wish your card or account to be charged.

Fareham Cars acts as intermediary in respect of card payments on behalf of your driver. Card payments are made through our third party, registered merchant services payment provider and will in turn be passed onto your driver. You agree that you will pay for all journeys booked with Fareham Cars and that Fareham Cars can charge your registered credit/debit card for those which you select are to be paid by card.

You are responsible for timely payment of all fares. If your card payment fails, then you will be liable to pay the fare by other means directly to the driver at the time in the vehicle.

Your credit/debit card details will be held in whole by our third-party payment PCI compliant merchant services provider. Fareham Cars employees or sub-contractors will at no point have access to your personal information.

Although Fareham Cars do not retain full details of customers credit/debit cards, they are held on our third party, PCI compliant merchant services provider's systems. A tokenised system stored within your mobile phone, other electronic device, or Fareham Cars system identifies you and your credentials based on your telephone number. Any person with access to your mobile phone or telephone number and credentials could in theory use our service, payment for which would be made through your credit/debit card and for which you will be liable. It is imperative that you notify Fareham Cars if you lose your mobile phone to enable your account to be stopped and no bookings to happen. You will of course have also notified your credit card provider and/or bank and, once the card is stopped by the bank, no more card bookings will be possible using that card.

If, for any reason, a refund is due to be made to your credit or debit card it will be made to the same card and account used for the original payment. Any refunds may take up to seven working days to be processed through our merchant services provider and your own bank or credit card company. This time is beyond the control of Fareham Cars and, other than committing to act on and instruct any refund in a timely and prompt manner, Fareham Cars has no control over the time it may take for the refund to appear in your bank or on your credit card.

Fareham Cars uses a third-party payment provider to manage payments from your credit/debit card account for journeys booked. The processing of payments or credits, as applicable, in connection with your use of the Fareham Cars service will be subject to the terms, conditions and privacy policies of the payment processor and your credit card issuer in addition to these terms and conditions. Fareham Cars is not responsible for any errors by the payment processor.

## **10. Payment by Credit Card - Fraud**

Any credit/debit card registered with Fareham Cars and/or on the Web Service or the App must be your own and registered at your home address. Should we suspect any fraudulent activity, your account may be suspended without prior warning and the relevant authorities will be informed

Knowingly using someone else's credit or debit card to pay for goods or services without their explicit authorisation is theft and/or an act of fraud. Fareham Cars will notify the relevant authorities if it is aware of criminal activity including disclosing names, addresses, contact numbers and booking details pertaining to the crime. It will also pursue any charges and all costs associated with the fraud in county court civil proceedings against the perpetrator.