

HKS CHAUFFEURS (UK) Ltd - CONDITIONS OF CARRIAGE

Last updated 10th November 2015

These conditions describe *your* legal rights and obligations and form the basis of *our* legal contract with you. The edition which is in force when a passenger pays for a booking is the edition which applies to that agreement.

1. LICENSING

1.1 All our vehicles & drivers are registered with the appropriate licensing authority.

2. BOOKINGS

2.1 All bookings need to be made & paid for, in full, at least 3 full working days in advance of travel on a week day and at least 4 full working days in advance of travel at weekends. For example, if you wish to travel on a Monday, your booking must be requested by the previous Wednesday. We can sometimes help at short notice subject to vehicle/driver availability.

2.2 Payment must be made in full at the time of booking. We accept payment via internet banking (UK customers only), PayPal, US \$ wire transfer (US customers only). We do not accept cheques.

2.4 Bookings made are not transferable. A person booking a journey is deemed to be paying for him or herself unless this is otherwise made clear at the time of booking, in which case that person is deemed to be acting as agent for the other person specified. A person booking a journey for one or more accompanying people is deemed to be acting as agent for the other passengers travelling. In each case, these regulations apply to such sale.

2.5 Bookings made are per vehicle and you must ensure you book the correct size vehicle. Our cars can only take up to two passengers with one large suitcase each plus hand luggage or up to four passengers with only hand luggage. No luggage will be carried inside our cars – if you have extra/large amounts of luggage you must book a minibus. Our minibus can only take up to seven passengers – our minibus is long-wheel base and can take a large amount of luggage.

2.6 Once payment has been received we will email a receipt & confirmation to you. You **must thoroughly** check this booking confirmation, especially your return date if you have a long-haul flight-if you provide us with the incorrect return date we cannot be held responsible and no refund can be made to you. Any errors must therefore be notified to us as soon as you receive the confirmation. You **must** print the confirmation & take it with you when you travel, in your hand luggage, as it contains all our contact details.

3. REFUND/CANCELLATION/ALTERATION POLICY

3.1 We will try our utmost to make an alteration to a booking but changes must be made **at least 48 hours or more before you are due to travel**. If you wish to travel on an alternative date vehicles are subject to availability. If we cannot offer our service on an alternative date & you have to cancel, we will provide a refund & we do charge a 10% cancellation fee. Any refund will be returned to you using your original method of payment. If you wish to claim from your travel insurance, we can provide a letter confirming the cancellation.

3.2 Bookings cancelled within 48 hours of the reserved time will not be refunded under any circumstances.

3.3 We do not retain 'credits-on-account' for use at a later date.

4. JOURNEY TIMES/FLIGHT DELAYS

4.1 Our estimated arrival time at your destination is approximate & we cannot accept responsibility if you arrive later than expected due to circumstances beyond our control, e.g. traffic, adverse weather conditions, road closures, tyre puncture, airport access closure, fuel tanker strikes, etc. We therefore advise you:

- a) to check that the time you have booked for on departure allows you plenty of time before your flight,
- b) we reserve the right to cancel your booking due to extreme weather conditions, e.g. fog, snow, flooding, etc. We will contact you as early as possible to provide you with as much notice as we can. In this extreme case we would provide you with a full refund.

4.2 You must **call** us immediately from your departure airport if your return flight is delayed or cancelled or you miss a connection. Please **do not send us a text or email** to advise us of any delays as these are not reliable methods for urgent communication. Our UK office hours are Mon-Fri 11am to 7pm, outside these hours you must only call our out-of-hours mobile no which can be found at the top of your booking confirmation. If you fail to **call** us before the flight departs to advise us that you are delayed and the driver is already en-route to collect you, your booking will be cancelled & no refund will be available. You would then have to make your own way home at your own cost.

4.3 On return you must ensure you have a fully charged mobile phone & turn it on when you land in case our driver needs to reach you.

4.4 Our driver will park the vehicle approx. 30 minutes after you have landed & wait for you in the arrivals hall with a name board.

5. SAFETY

5.1 Your safety is our primary concern. Passengers are advised that they **must**:

- wear the seatbelt provided throughout their journey,

- not lean out of or throw or stick anything out of the vehicle windows,
- not board or alight whilst a vehicle is still moving, or whilst it is held-up in traffic, or by police, or traffic signs, signals or directions, or whilst at road junctions or roundabouts, nor attempt to board a vehicle when the doors are closed, please wait for our drivers to open the doors for you,
- remain in their seats until the vehicle comes to a complete halt and the driver opens the door for you,
- if you are travelling with children, for your child's safety, all children under 12 years old or 4ft 5in in height, must travel using a suitable child car seat. We do not allow children to travel on laps. We therefore request that, if possible, you provide your own car seat for your child as we are unable to allow them to travel without one. If you provide your own child seat our driver cannot be responsible for fitting this child seat & you will be required to position this in the vehicle yourself & ensure that your child is suitably restrained in this seat throughout the journey. If necessary, we will store your car seat for you whilst you are away & ensure that it is in the vehicle for your return trip. We do have two booster cushions available which are suitable for children aged 4-12 years old & one child seat suitable for a younger child aged 9 months to 4 years weighing between 9-18kg (20-40lbs).

5.2 We do not accept any liability in respect of injuries sustained by passengers otherwise than in consequence of the negligence of ourselves or our employees (when acting in the course of their employment).

6. LUGGAGE

6.1 By carrying your luggage, we do not take possession of it.

6.2 As space is limited inside the vehicles all luggage must be stowed in the vehicle's boot space & must not be bulky or inconvenient, nor must it contain any hazardous substance that could endanger the safe passage of the vehicle or the safety of the driver or passengers on board.

6.3 A small item of hand luggage may be kept with you at your seat.

6.4 Skis, snowboards, golf clubs, trunks and other bulky items (e.g. musical instruments) - you must inform us when you book that you wish to travel with these items as we can only carry them in a minibus.

6.5 Please ensure that all luggage is clearly labelled and that you take all your possessions with you when you leave the vehicle as you retain the risk of loss of, or damage to the luggage at all times. We will not accept responsibility for any loss or damage however caused. We reserve the right to refuse to carry any article of a bulky, dangerous, or offensive manner.

6.6 If you find any unattended property in our vehicles, please inform the driver immediately.

6.7 Items left in our vehicles, and subsequently found by our drivers, are treated as 'Lost Property'. Items are held for one month from the date found (except perishable/food items which are held only 12 hours. Items can be forwarded in the post, provided the owner pays the postage fee in advance & accepts that we cannot be held responsible for their safe return. Any property unclaimed & unpaid for after 1 calendar month will be disposed of.

7. BEHAVIOUR OF PASSENGERS

7.1 We accept that people may sometimes act out of character in times of trouble or distress. We do not view an action as unacceptable merely because a person is forceful or determined. However, we will not tolerate any inappropriate, abusive, disrespectful or aggressive behaviour from our customers at any time.

We define inappropriate, abusive, disrespectful or aggressive behaviour as any behaviour which produces damaging or hurtful effects, physically or emotionally on other people. This definition is not exhaustive but includes:

- verbal abuse including rudeness, derogatory remarks or name calling
- bullying, shouting or swearing on the phone or face-to-face
- assault - resulting in injury or not will always be reported to the police

We also consider inflammatory statements, remarks of a racial or discriminatory nature and unsubstantiated allegations to be abusive behaviour.

Any customer exhibiting this kind of inappropriate behaviour will be immediately prohibited from using our service in the future.

7.2 We reserve the right to refuse entry onto any vehicle and to refuse travel to any person considered to be undesirable, a security or safety risk, with a poor level of personal hygiene, who is intoxicated, under the influence of drugs or other substances, or who may otherwise cause a nuisance or disturbance. A passenger may be asked to leave the vehicle at any time for:

- refusing to wear the seatbelt provided,
- smoking any substance or consuming alcohol,
- interfering with any equipment on or part of the vehicle, or distracting the driver or interfering with another person travelling on the vehicle.

7.3 To assist us in keeping our vehicles clean, passengers are:

- NOT permitted to consume any form of food or drink (other than the water we provide)
- NOT permitted to place their feet or any luggage on the vehicle's seats